



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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Chief Medical Officer

Connie D. Draxler, M.P.A.
Acting Chief Deputy Director

March 6, 2024

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

18 March 6, 2024

JEFF LEVINSON
INTERIM EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXECUTE A NEW SOLE SOURCE CONTRACT WITH
PANORAMIC SOFTWARE, INC., TO REPLACE THE CLIENT AND ASSET
MANAGEMENT SYSTEM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**CIO RECCOMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Request approval to execute a sole source contract with Panoramic Software, Inc., to replace the Public Guardian's Client and Asset Management system as it has reached end-of-life.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to negotiate, sign, and execute a sole source contract, substantially similar to Attachment I, with Panoramic Software, Inc. (Panoramic), to replace the Public Guardian's (PG) Client and Asset Management System (CAMS). This sole source contract will be effective upon execution for three years, with an option to extend thereafter for two additional one-year terms. The Contract is funded by 2011 Realignment – Mental Health revenue with a Total Contract Sum (TCS) of \$1,458,000 over the term of the contract.
2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the sole source contract in Recommendation 1 during the term of

the contract; to revise Contract language; add, delete, modify, or replace the Statement of Work (SOW); allow for the rollover of unspent funds between categories and years; and/or reflect federal, State, and County regulatory and/or policy changes; increase the TCS provided that: 1) it not exceed an increase of 20 percent from the Board-approved TCS in Recommendation 1, and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and the Chief Executive Officer (CEO).

3. Delegate authority to the Director, or designee, to terminate the sole source contract described in Recommendation 1 in accordance with the Contract's termination provisions, including Termination for Convenience. The Director, or designee, will notify your Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Execution of this new Sole Source contract is time sensitive as the current system is reaching end of life. To avoid an interruption to the client and asset management system utilized by the Department of Mental Health (DMH) /PG, and to mitigate the risks associated with information security and antiquated technology, DMH must implement this new system before the contract with Oracle expires. Approval of the Sole Source contract will allow PG to replace the CAMS before it reaches end-of-life.

In 2011, PG and the Public Administrator (PA), a branch of Treasurer and Tax Collector (TTC), began using CAMS which was developed using Oracle technology. The departments were notified on February 23, 2021, that this legacy platform has reached end-of-life and will not be supported long-term. Oracle will only support the CAMS legacy software for another calendar year during which Panoramic's software will be deployed. The simultaneous availability of both systems will allow for Oracle to continue CAMS with support in place and Panoramic to operationalize its software while mitigating the risks associated with converting to the new system.

Board approval of Recommendation 1 will allow DMH to execute a new sole source contract with Panoramic to replace CAMS.

Board approval of Recommendation 2 will enable DMH to amend the sole source contract, during the term of the contract, to add, delete, modify, or replace SOW; and reflect federal, State, and County regulatory and/or policy changes given that the increase does not exceed 20 percent from the TCS in the first Recommendation.

Board approval of Recommendation 3 will allow DMH to terminate the Contract in accordance with the termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal III, Realize Tomorrow's Government Today, via strategy III.2.1 Enhance Information Technology Platforms to Securely Share and Exchange Data.

FISCAL IMPACT/FINANCING

Funding for the first year of the contract is included in DMH's FY 2023-24 Final Adopted Budget and funded by 2011 Realignment – Mental Health revenue.

Funding for future fiscal years will be requested through DMH's annual budget request process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 2011, PG and PA, began using CAMS, which was developed using Oracle technology. The Departments were notified that this legacy system platform was reaching end-of-life and would not be supported long-term. The Internal Services Department (ISD) maintains and supports CAMS and obtained extended support from Oracle through December 2024, which will allow a smooth transition to the new Panoramic software system.

The sole source contract (Attachment I) has been reviewed and approved as to form by County Counsel.

In accordance with Board Policy No. 5.100 (Sole Source Contracts and Amendments), DMH notified your Board on June 30, 2023, of its intent to negotiate a new sole source contract with Panoramic to replace CAMS (Attachment II). The Board notification and the Sole Source Checklist (Attachment III) were reviewed by the Office of the Chief Information Officer (OCIO) prior to being briefed at the Operations Cluster on June 28, 2023.

The OCIO has also reviewed this Board letter and the contractor's SOW and attached is its analysis.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure compliance with all Contract terms and performance standards.

CONTRACTING PROCESS

TTC released a Request for Information (RFI) No. TTC RFI 2021-01 CAMS on October 28, 2021, to explore whether an existing off-the-shelf product could meet the County's operational needs. Two software vendors responded to the RFI, and both departments participated in reviewing and testing the two software solutions. Consistent with TTC's findings, DMH determined that Panoramic best met its needs. Panoramic is currently offering software solutions to approximately 80 percent of the PA and PG programs statewide. It is anticipated that the PG implementation will be particularly complex due in part to the sheer volume of cases and clients served by the PG and the fact that the data that is currently in the CAMS legacy system needs to be segregated from that of the PAs. This data includes financial records, legal documents, client assets, and court case details. DMH expects to implement the Panoramic software prior to the end-of-life deadline of the current CAMS legacy system to ensure that PG is best positioned to account for and safeguard the assets entrusted into their care and manage cases in accordance with statutory requirements. The extension of support from Oracle will allow the PG time to operationalize the new system and to safely convert data.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to have a system in place before CAMS end-of-life deadline allowing the PG to continue to safeguard the assets entrusted into their care and to continue to manage cases in accordance with statutory requirements.

Respectfully submitted,



LISA H. WONG, Psy.D.
Director



PETER LOO
Acting Chief Information Officer

LHW:CDD:KN:
SK:MC:ZW:atm

Attachments (3)

c: Executive Office, Board of Supervisors
Chief Executive Office
County Counsel
Office of the Chief Information Officer



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

PANORAMIC SOFTWARE, INC.

**FOR THE REPLACEMENT OF THE CLIENT ASSET MANAGEMENT
SERVICES**

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I	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
J	Charitable Contributions Certification
K	Attestation Regarding Information Security Requirements

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
PANORAMIC SOFTWARE, INC.
FOR
REPLACEMENT OF THE CLIENT AND ASSET MANAGEMENT SYSTEM**

This Contract ("Contract") made and entered into on March 6, 2024 by and between the County of Los Angeles, hereinafter referred to as "County" and Panoramic Software, Inc., hereinafter referred to as "Contractor". Panoramic Software, Inc. is located at 32932 Pacific Coast Highway 14-482, Dana Point, CA 92629.

RECITALS

WHEREAS, the County may contract with private businesses for the replacement of the Client and Asset Management System Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing a replacement for the Client and Asset Management System ; and

WHEREAS, on March 6th , 2024, the Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute this contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A through K are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

Exhibit A	Statement of Work and Attachments
Exhibit B	Pricing Schedule (Not attached to Contract)
Exhibit C	Contractor's Proposed Schedule (Not attached to Contract)
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Contract Execution
Exhibit G	Safely Surrendered Baby Law

Unique Exhibits:

Exhibit H	Intentionally Omitted
Exhibit I	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Exhibit J	Charitable Contributions Certification
Exhibit K	Attestation Regarding Information Security Requirements

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1** Additional Work: System customizations, enhancements, modifications, and/or Professional Services, which may be provided by the Contractor

to the County upon County's request and approval in accordance with Subparagraph 3.4.

- 2.1.2 Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.3 Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work, including the Statement of Work (SOW) and any service exhibits.
- 2.1.4 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.5 Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager. Additionally, County's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 2.1.7 County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.8 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 2.1.9 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.10 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.11 Department:** The County of Los Angeles Department of Mental Health, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.12 Director:** Director of Department.
- 2.1.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.1.14 Interface:** A computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by the County or a third-party to a format supported at County or vice versa.
- 2.1.15 Production Use:** The actual use of the System in the production environment to (a) process actual live data in County's day-to-day operations and (b) use the System.
- 2.1.16 Secure Shell (SSH) File Transfer Protocol (SFTP):** File transfer protocol to securely access and transfer files over a secure tunnel.
- 2.1.17 Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.18 Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.19 Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.
- 2.1.20 System:** The software solution, and services including, without limitation, all components, equipment, software, hardware, and documentation, as specified, created, and/or requested under this Contract.
- 2.1.21 Third-Party Software:** All software and content licensed, leased or otherwise obtained by the Contractor from a third-party, and used with System or used for the performance of the Services.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, goods, services, and other work as set forth in herein and in the SOW/SEs.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work other than as specified in this Contract, the same will be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract will be 3 years commencing after execution by County's Board, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County will have the sole option to extend this Contract term for up to 2 additional one (1) year periods, for a maximum total Contract term of 5 years. Each such extension option may be exercised at the sole discretion of the Director or their designee as authorized by the Board.

The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

4.3 The Contractor must notify the Department of Mental Health (DMH) when this Contract is within six (6) months of the expiration of the term as provided for above. Upon occurrence of this event, the Contractor must send written notification to DMH at the address provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

5.1.1 The Total Contract Sum (TCS) for the term of the contract is One Million Four Hundred Fifty-Eight Thousand Dollars (\$1,458,000). Payments rates for services are described in Exhibit B- Pricing Schedule.

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (County's Administration).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

The Contractor will have no claim against County for payment of any money or reimbursement of any kind whatsoever for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment, it must immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (Statement of Work and Attachments) and elsewhere herein. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule). Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment will be due to the Contractor for that work.

5.5.3 The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

5.5.4 All invoices under this Contract must be submitted in two (2) copies to the following address:

510 S. Vermont Blvd.

Los Angeles, CA 90020

E-mail: osanchezbaynham@dmh.lacounty.gov

Attn: Olivia-Sanchez Baynham

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.6 Intentionally Omitted

5.6 Intentionally Omitted

5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

- 5.7.1** The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2** The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4** At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and must explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (County's Administration). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

The role of the County's Project Director may include:

- 6.2.1** Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
- 6.2.2** Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.3 County's Project Manager

The role of the County's Project Manager is authorized to include:

- 6.3.1** Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2** Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.4 Intentionally Omitted

6.5 County's Departmental Chief Information Officer (DCIO)

The DCIO is responsible for managing the plan, design, coordination, development, implementation, and maintenance of the DMH's information systems.

6.6 County's Departmental Information Security Officer (DISO)

The DISO develops and implements departmental Information Technology (IT) security applications, policies, standards, and procedures intended to prevent the unauthorized use, release, modification, loss, or destruction of Data and to ensure the integrity and security of the DMH's IT infrastructure.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Contractor's Administration). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

- 7.2.1** The Contractor's Project Manager is designated in Exhibit E (Contractor's Administration). The Contractor must notify the County in writing of any change to Exhibit E (Contractor's Administration), as changes occur.
- 7.2.2** The Contractor's Project Manager will be responsible for the Contractor's day-to-day activities as related to this Contract and will meet and coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.4 Contractor's Staff Identification

Contractor will provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 These terms will also apply to subcontractors of County contractors.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and

procedures relating to confidentiality including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.6.2** Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3** Contractor must inform all of its officers, employees, agents, and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1-IT (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

- OR -

Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F2-IT (Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

-AND-

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3-IT (Contractor Non-Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement).

- 7.6.5 The Contractor's employees may use data received from the County only to perform functions as defined by this Contract.
- 7.6.6 Access to data received from the County must be restricted only to Contractor's employees who need the data to perform their official duties in the performance of this Contract.
- 7.6.7 The Contractor's employees who access, disclose, or use the data for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable Federal and State statutes.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Change Notices and Amendments

- 8.1.1 The County reserves the right to initiate Change Notices that either (i) **do not affect** the Contract Sum, fees or payments, SOW, and/or Contract Terms (ii) for any expenditure of Pool Dollars. All such changes must be accomplished with an executed Change Notice signed by the Contractor and by the County's Project Director. For any Additional Work requested by the County, following agreement on the scope of such Additional Work, a Change Notice must be prepared and executed by each of: (a) the County's Project Director or designee, and (b) Contractor's authorized representative(s), provided that any Change Notice for Additional Work must additionally require written approval of County's Chief Information Office and County Counsel. County is specifically authorized to execute Change Notices for expenditure of Pool Dollars for acquisition of Additional Work under the Contract. Any requests for the expenditure of Pool Dollars must be approved in writing by the County's Project Director.
- 8.1.2 For any change which affects the terms, contract sum, fees, or payments, and/or SOW that does not materially alter the Contract, an amendment to the Contract must be prepared and executed by the contractor and by Director or designee.
- 8.1.3 For any change which **affects** the Contract Sum, reallocation of components comprising the Contract Sum, the fees or payments, the SOW, and/or Contract Terms or any provision under this Contract that **materially alters** the Contract, an Amendment to this Contract must be prepared and executed by the Contractor and by the Director or designee as operationally necessary, except that the DMH is expressly authorized to increase the Contract Sum set forth in Paragraph 5.0, Contract Sum, not to exceed 10% of the total Contract Sum for a particular contract year based on an increase in work volume. Any such change must be in writing and signed by the Contractor and the Director or designee, provided the Chief Information Officer and

County Counsel approval is obtained prior to execution of such Amendment(s) as applicable.

8.1.4 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by Director or designee.

8.1.5 The Director or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). For the exercise of the optional extensions, an Amendment to the Contract will be prepared and executed by the contractor and by the Director or designee prior to the expiration of the current Contract Term.

8.2 Assignment and Delegation/Mergers or Acquisitions

8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion. Any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Warranty

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

In the event that the County's Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract will also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation will be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor must continue to provide all of the services set forth in this Contract.

8.5 Complaints

The Contractor must develop and maintain operating procedures for receiving, investigating and responding to complaints.

8.5.1 Complaint Procedures

- Within 10 business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating, and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 10 business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 5 business days of receiving the complaint.

- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the County's Project Manager within 5 business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

- 8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

8.8.2 Written Employee Jury Service Policy

- Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor must have and adhere to a written policy that provides that its Employees will receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term,

temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the Contract.

- If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor must immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.
- Contractor’s violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 Conflict of Interest

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County’s approval or ongoing evaluation of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.

8.9.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any

facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Contract.

8.10 Consideration of Hiring County Employees Targeted for Layoffs or on a County Re-Employment List

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and BSERVICES@OPPORTUNITY.LACOUNTY.GOV and DPSS will refer qualified GAIN/START job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the

performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board will evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the

subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 Damage to County Facilities, Buildings or Grounds

8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs must be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.16.2** If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2** The Contractor must indemnify, defend, and hold harmless the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

8.19 Fair Labor Standards

The Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal

Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 Force Majeure

8.20.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 Governing Law, Jurisdiction, and Venue

This Contract will be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

- 8.22.2** The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor from liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must

be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Mental Health, Contracts Development and
Administration Division
510 S. Vermont, 20th Floor
Los Angeles, CA 90020

Contractor also must promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also must promptly notify County of any third-party claim or suit filed against Contractor or any of its subcontractors which arises from or relates to this Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents' additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.4 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance and, without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.6 Insurer Financial Ratings

Coverage must be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Contractor coverage.

8.24.8 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor must include all subcontractors as insureds under Contractor's own policies or must provide County with each subcontractor's separate evidence of insurance coverage. Contractor will be responsible for verifying each subcontractor complies with the Required Insurance provisions herein and must require that each subcontractor name the County and Contractor as additional insureds on the subcontractor's General Liability policy. Contractor must obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration, and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

8.24.11 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Contract. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3) years following Contract expiration, termination, or cancellation.

8.24.12 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.13 Separation of Insureds

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements, and captive insurance to satisfy the Required Insurance provisions. The County and its Agents must be designated as an Additional Covered Party under any approved program.

8.24.15 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 Insurance Coverage

8.25.1 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1

million per accident. If Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

- **Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

- **Technology Errors & Omissions Insurance**

Insurance for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products. Coverage for violation of software copyright should be included. Technology services should at a minimum include (1) systems analysis; (2) systems programming; (3) data processing; (4) systems integration; (5) outsourcing including outsourcing development and design; (6) systems design, consulting, development, and modification; (7) training services relating to computer software or hardware; (8) management, repair, and maintenance of computer products, networks, and systems; (9) marketing, selling, servicing, distributing, installing, and maintaining computer hardware or software; (10) data entry, modification, verification, maintenance, storage, retrieval or preparation of data output, and any other services provided by the vendor with limits of not less than \$10 million.

- **Cyber Liability Insurance**

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$ 2,000,000 per occurrence and \$ 5,000,000 aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense

reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; Data/Information loss and business interruption; and any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy. Contractor understands and agrees that Cyber Liability Insurance is to remain in place for services completed during the term of this agreement for a period of not less than three years following the Contract's expiration, termination, or cancellation. Please note that the limit above is the minimum limit and the County reserves the right to increase this limit based on its final assessment of the project during the contract negotiations.

8.26 Liquidated Damages

- 8.26.1** If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2** If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current

circumstances a reasonable estimate of such damages is \$500 per day per infraction, or as specified in Attachment 2 (Performance Requirements Summary (PRS)) Chart of Exhibit A (Statement of Work and Attachments) hereunder, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices must be immediately extended to the County.

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.

- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, gender, sexual orientation, language, age (over 40), marital status, physical disability (including HIV and AIDs) or mental health condition, medical conditions (e.g. cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship and granting or denying family care leave. Contractor shall not discriminate against or harass, nor shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, language, gender, age (over 40), marital status, sexual orientation, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.).

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, language, gender, sexual orientation, age, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era and in compliance all applicable federal and State anti-discrimination laws and regulations.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, and/or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds

of race, color, religion, ancestry, national origin, language, gender, sexual orientation, age, physical disability (including HIV and AIDS), mental health condition, medical conditions (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 Non-Exclusivity

Nothing herein is intended to create, nor will be construed as creating, any exclusive arrangement with the Contractor. This Contract will not restrict County from acquiring similar, equal, or like goods and/or services from other entities or sources.

8.30 Notice of Delays

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 Notice of Disputes

The Contractor must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38

(Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

- 8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 Publicity

- 8.37.1** The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

- 8.37.2** The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1** The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor must also

maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of Los Angeles County, then, at the County's option, the Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2** In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3** Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's

maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

Consistent with the Board policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 Subcontracting

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. If the Contractor desires to subcontract, the work requirement of this Contract as they related to Exhibit K, Attestation Regarding Information Security Requirements, the approval of County's Chief Information Security Office and/or Chief Privacy Officer must be obtained in addition to the Director or designee. Any attempt by the contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor.
- A draft copy of the proposed subcontract;
- Other pertinent information and/or certifications requested by the County; and
- Written agreement from each subcontractor and/or third party, certifying it must comply with and be bound by the applicable term of Exhibit K (Attestation Regarding Information Security Requirements) of this Contract.

8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.

8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

- 8.40.6** Following written approval by the Director or designee in conjunction with the County's Chief Information Security Officer and/or Chief Privacy Officer, the County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7** The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8** The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents via electronic mail to the Contracts Administrator listed on Exhibit D or via USPS to:

County of Los Angeles
Department of Mental Health Contracts Development and
Administration Division
510 S. Vermont Ave., 20th Floor
Los Angeles, CA 90020

8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) will constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice will be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 Termination for Convenience

- 8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor has failed to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor has failed to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor will continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes,

and unusually severe weather. In every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 Termination for Insolvency

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, must fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Contract, upon which the County may, in its sole discretion, immediately terminate or suspend this Contract.

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 Effect of Termination

8.48.1 In the event County terminates this Contract in whole or in part as provided hereunder or upon the expiration of the Contract, as applicable, then, unless otherwise specified by County in writing: (a) Contractor must continue the performance of this Contract to the extent not

terminated; (b) Contractor must cease to perform the Services being terminated on the date and to the extent specified in such notice and provide to the County all report detailing completed Services and Services in progress, in a medium reasonably requested by the County; (c) County will pay to the Contractor all sums due and payable to Contractor for Services properly performed through the effective date of such expiration or termination (prorated as appropriate); (d) Contractor must return to the County all monies paid by the County yet unearned by the Contractor, including any prepaid fees, if applicable; (e) Contractor must promptly return to the County any and all of the County's Information that relates to the portion of the Contract or Services terminated by the County, including all County Data, in a medium reasonably requested by the County.

- 8.48.2** Expiration or termination of this Contract for any reason will not release either party from any liabilities or obligations set forth in this Contract which (i) the parties have expressly agreed upon in writing will survive any such expiration or termination, or (ii) remain to be performed or by their nature would be intended to be applicable following any such expiration or termination.
- 8.48.3** Contractor understands and agrees that County has obligations that it cannot satisfy without use of the System provided to the County hereunder or an equivalent System, and that a failure to satisfy such obligations could result in irreparable damage to the County and the entities it serves. Therefore, Contractor agrees that in the event of any expiration or termination of this Contract, Contractor must fully cooperate with the County in the transition of the County to a new System, to ensure there is no interruption of County's day-to-day operations due to the unavailability of the System during such transition.
- 8.48.4** For 90 days prior to the expiration date of this Contract, or upon notice of termination of this Contract (Transition Period), Contractor must assist the County in extracting and/or transitioning all County Data in the format determined by the County. The Transition Period may be modified as agreed upon in writing by the parties in a Change Notice. In addition, upon the expiration or termination of this Contract, County may require Contractor to provide services in the form of Additional Work to assist County to transition System operations from Contractor to County or County's designated third party (Transition Services). Upon County's request for Transition Services, County and Contractor agree to negotiate in good faith the scope of work and the price for such Transition Services. Contractor agrees that in the event that County terminates the Contract for any breach by the Contractor, Contractor must perform Transition Services at no cost to the County. Contractor must provide the County with all of the Transition Services as provided

in this Subparagraph 8.48.4. The duty of Contractor to provide such Transition Services must be conditioned on the County continuing to comply with its obligations under the Contract, including payment of all applicable fees. Contractor will have no right to withhold or limit its performance or any of such Transition Services on the basis of any alleged breach of this Contract by the County, other than a failure by the County to timely pay the amounts due and payable hereunder. County will have the right to seek specific performance of this Subparagraph 8.48.4 in any court of competent jurisdiction and Contractor hereby waives any defense that damages are an adequate remedy. Compliance with this Subparagraph 8.48.4 by either party will not constitute a waiver or estoppel with regard to any rights or remedies available to the parties.

- 8.48.5** Contractor must promptly return to the County any and all County Information, including County Data, that relates to that portion of the Contract and Services terminated by the County.

8.49 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances will not be affected thereby.

8.50 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 Warranty Against Contingent Fees

- 8.51.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

- 8.51.2** For breach of this warranty, the County will have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.52 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.53 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ten (10) days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to Los Angeles County Code Chapter 2.206.

8.54 Time Off for Voting

The Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractor must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

8.55 Compliance with County's Zero Tolerance Policy on Human Trafficking

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

8.56 Intentionally Omitted

8.57 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.58 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation, and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees, or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.59 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor, or its subsidiary, or Subcontractor ("Proposer/Contractor") is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.60 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.61 Intentionally Omitted

8.62 Transition Services

In the event of expiration or termination of this Contract for any reason, Contractor must provide transition services to the County at no additional cost to the County. Such transition services include fully cooperating and taking all steps required, or reasonably requested, to make an orderly transition of the Services and County Information from Contractor to another system or provider. Contractor must provide all County Data back to the County in both the Contractor's data format and a platform agnostic standard format determined by the County, unless a different format is reasonably agreed to between the parties at the time of transition.

Contractor understands and agrees that County has obligations that it cannot satisfy without use of the Services or an equivalent, and that a failure to satisfy such transition service obligations could result in irreparable damage to County and the entities it serves. Therefore, Contractor agrees that in the event of such termination of this Contract, Contractor must fully cooperate with County in the transition of County to a new system, to ensure there is no interruption of County's day-to-day operations due to the unavailability of the System during such transition.

8.63 Acceptance

- 8.63.1** The System, Services, Deliverables, and milestones (if applicable) will be subject to acceptance and acceptance testing by the County, in its sole discretion, as more fully described in Exhibit A, SOW.
- 8.63.2** Production Use will not be deemed acceptance or Final Acceptance of the System, Services, Deliverables, or milestones.
- 8.63.3** If the County's Project Director makes a good faith determination at any time that the System (as a whole, or any component thereof), Services, Deliverables, and/or milestones has not successfully completed an Acceptance Test or has not achieved Final Acceptance (collectively referred to for purposes of this Subparagraph 8.63.3 as "Designated Test"), the County's Project Director will promptly notify the Contractor in writing of such failure, specifying with as much detail as possible the manner in which the System, Services, Deliverables, or milestones failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System, Services, Deliverables, milestones, and/or System as will permit the System, Services, Deliverables, milestones, and/or System to be ready for retesting. Contractor must notify the County's Project Director in writing when such corrections, repairs, and modifications have been completed, and the applicable Designated Test will begin

again. If, after the applicable Designated Test has been completed for a second time, the County's Project Director makes a good faith determination that the System, Services, Deliverables, or milestones again fails to pass the applicable Designated Test, the County's Project Director will promptly notify Contractor in writing, specifying with as much detail as possible the manner in which the System, Services, Deliverables, or milestones failed to pass the applicable Designated Test. Contractor must immediately commence all reasonable efforts to complete, as quickly as possible, such necessary corrections, repairs, and modifications to the System, Services, Deliverables, or milestones as will permit the System, Services, Deliverables, or milestones to be ready for retesting.

8.63.4 Such procedure will continue until such time as County notifies Contractor in writing either: (i) of the successful completion of such Designated Test; or (ii) that County has concluded, subject to the Dispute Resolution Procedure, that satisfactory progress toward such successful completion of such Designated Test is not being made, in which latter event County will have the right to make a determination, which will be binding and conclusive on Contractor, that a non-curable default has occurred and to terminate this Contract in accordance with Subparagraph 8.43 (Termination for Default) on the basis of such non-curable default.

8.63.5 Such a termination by the County may be, subject to the Dispute Resolution Procedure, as determined by the County in its sole judgment: (i) a termination with respect to one or more of the components of the System; (ii) a termination of any part of Exhibit A, SOW, relating to the System, Service(s), Deliverables(s), and/or milestone(s) that is (are) not performing or conforming as required herein; or (iii) a termination of the entire Contract if County believes the failure to pass the applicable Designated Test materially affects the functionality, performance, or desirability to the County of the System as a whole. In the event of a termination under this Subparagraph 8.57.5, County will have the right to receive from the Contractor, within ten days of written notice of termination, reimbursement of all payments made to the Contractor by the County under this Contract for the component(s), System, Service(s), Deliverable(s), or milestone(s) as to which the termination applies or, if the entire Contract is terminated, all amounts paid by the County to the Contractor under this Contract. If the termination applies only to one or more System component(s), at County's sole option, any reimbursement due to it may be credited against other sums due and payable by the County to the Contractor. The foregoing is without prejudice to any other rights that may accrue to the County or Contractor under the terms of this Contract or by law.

8.64 Integration/Interfacing

Contractor must develop and deliver the Interfaces identified in Exhibit A, SOW, as part of the System. If the System is to be integrated/interfaced with other software, equipment, and/or systems provided by the Contractor or at the direction of the Contractor, including any customizations or enhancements, the System will not be deemed to have achieved Final Acceptance by the County until the System and such other systems have been successfully integrated/interfaced and accepted by the County in accordance with the terms of this Contract. For example, if Contractor is to provide System consisting of multiple modules or that includes enhancements, acceptance of any individual module or enhancement will not be final until County accepts all of the System and modules or enhancements integrated/interfaced together as a complete system, including the operation in conformance with the terms of this Contract. Contractor must not obtain any ownership interest in any other systems merely because they were interfaced, integrated, or used with any software.

8.65 Communication Systems and Access to Information

During the Contract Term, Contractor may receive access to the County's software, computers, equipment, and electronic communications systems (in this Subparagraph 8.65, Communication Systems and Access to Information) including, but not limited to, voicemail, email, customer databases, and internet and intranet systems. Such County systems are intended for legitimate business use related to County's business. Contractor acknowledges that Contractor does not have any expectation of privacy as between Contractor and County in the use of or access to County systems and that all communications made with such County systems or equipment by or on behalf of the Contractor are subject to County's scrutiny, use, and disclosure, in County's discretion. County reserves the right, for business purposes and activities, to monitor, review, audit, intercept, access, archive, and/or disclose materials sent over, received by or from, or stored in any of its electronic County systems. This includes, without limitation, email communications sent by users across the internet and intranet from and to any domain name owned or operated by County. This also includes, without limitation, any electronic communication system that has been used to access any of the County systems. Contractor further agrees that Contractor will use all appropriate security such as, for example, encryption and passwords (Contractor must provide passwords and keys to the County) to protect County Information from unauthorized disclosure (internally or externally) and that the use of such security does not give rise to any privacy rights in the communication as between the Contractor and County. County reserves the right to override any security passwords to obtain access to voicemail, email, computer (and software or other applications) and/or computer disks on County systems. Contractor also acknowledges that County reserves the right, for any business purposes and activities, to search all work areas (e.g., offices, cubicles, desks, drawers, cabinets,

computers, computer disks, and files) and all personal items brought onto County property or used to access County Information or County systems.

8.66 Time is of the Essence

Time is of the essence with regard to Contractor's performance of the Services.

8.67 No Offshore Work

All Services under this Contract must be performed and rendered, and all County Information must be hosted within the continental United States. In particular, Contractor warrants that it will not transmit or make available any County Information or documents to any entity or individual outside the continental United States.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

9.2 Ownership of Materials, Software and Copyright

9.2.1 County will be the sole owner of all right, title, and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, must execute all documents necessary to assign, transfer to, and vest in the County all of the Contractor's right, title, and interest in and to such original materials, including any copyright, patent, and trade secret rights which arise pursuant to the Contractor's work under this Contract.

9.2.2 During the term of this Contract and for five (5) years thereafter, the Contractor must maintain and provide security for all of the Contractor's working papers prepared under this Contract. County will have the right to inspect, copy, and use at any time during and subsequent to the term

of this Contract, any and all such working papers and all information contained therein.

9.2.3 Any and all materials and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and must be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

9.2.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.

9.2.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.2.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Patent, Copyright and Trade Secret Indemnification

9.3.1 The Contractor must indemnify, hold harmless, and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County will inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and will support the Contractor's defense and settlement thereof.

9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, must either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.3.3 The Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

9.4 Data Destruction

Contractor(s) that have maintained, processed, or stored the County data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled Guidelines for Media Sanitization. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive, within ten (10) business days of data destruction, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

Contractor(s) must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices including, but not limited to, printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Contractor(s) must provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices, that validates that any and all County data was destroyed and is unusable, unreadable, and/or indecipherable.

9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit J (Charitable Contributions Certification), the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises

charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.6 Intentionally Omitted

9.7 Intentionally Omitted

9.8 Intentionally Omitted

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Compliance with County's Women in Technology Hiring Initiative

At the direction of the Board, the County has established a "Women in Technology" (WIT) Hiring Initiative focused on recruiting, training, mentoring, and preparing all genders, including women; at-risk youth; and underrepresented populations (program participants) for County Information Technology (IT) careers. In support of the subject initiative, IT contractors currently offering certification, training, and/or mentoring programs must make such program(s) available to WIT program participants, if feasible. Contractors must report such programs available to: WITProgram@isd.lacounty.gov. **Contractor**

9.13 Protection of Electronic County Information

9.13.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. County Policy 5.200 "Contractor Protection of Electronic County Information" provides specific details and can be accessed at the following link: https://library.municode.com/ca/la_county_-_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRCOELS TIN. Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.

9.13.2 Contractor must sign Exhibit K (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" and acknowledge that it is the responsibility of the Contractor to access the following link for Information Security documents **annually and/or upon notification by DMH of updated Information Security documents**: (pending). Contractor must also ensure that, prior to access, its workforce

members, including subcontractors, that create, receive, maintain, or transmit Protected Health Information (PHI) acknowledge and sign the applicable Attachments to Exhibit K. Security and privacy requirements will apply to all County Personal Information, PHI, and Medical Information electronically stored or transmitted by contractors and subcontractors, irrespective of storage and/or transmission methodology.

10.0 Survival

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.49	Validity

Paragraph 8.50	Waiver
Paragraph 8.59	Prohibition from Participation in Future Solicitation
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

By _____

LISA H. WONG, Psy.D
Director of Mental Health

Panoramic Software, Inc.
CONTRACTOR

By _____

Name Jeff von Waldburg

Title Director

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:

RACHEL KLEINBERG
County Counsel

EXHIBIT A

STATEMENT OF WORK (SOW)

**LOS ANGELES COUNTY
PUBLIC GUARDIAN**

PANORAMIC SOFTWARE

STATEMENT OF WORK
LOS ANGELES COUNTY PUBLIC GUARDIAN
PANORAMIC SOFTWARE

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor must provide a Cloud-based software solution with the system functionality necessary to record, monitor, sort, search, store and process the volume of transactions required by the Public Guardian (PG), as well as the functionality to capture a variety of details required to manage all the PG cases, as well as the supporting documentation accompanying each case. This includes, but is not limited to, the capability to monitor, investigate, manage cases, assets, and individuals; electronically store images, scan, store, and maintain electronic files; accept, and send electronic communications; securely share, and receive data from multiple import sources; and have the functionality to add third parties in the future using standards-based interfaces. Contractor will work with DMH Subject Matter Experts (SMEs) and Technical Staff to review and validate workflows, business requirements, and functional and non-functional requirements documented in accordance with Attachment 3, PG Conservatorship Workflow, Attachment 4, Functional and Non-Functional Requirements, and reporting as outlined in Attachment 5.

1.1 Case Management

The System will provide the following functionalities and services allowing specified users to:

- 1.1.1 Create a case face sheet, including demographic, contacts, and other case details.
- 1.1.2 Assign and reassign cases to users based on specific criteria, re-open existing cases to avoid duplication, track movement of cases through the different assignments and status history and create real-time reports to monitor case administration status.
- 1.1.3 Route vendors and transactions through approval processes, create notifications and/or alerts to ensure deadlines are met, and conduct facility management.
- 1.1.4 Efficiently and securely store, retrieve, organize, and monitor a variety of case related documents including, but not limited to, legal documents, proof of ownership records, photographs, invoices, financial data, narratives, events, and client notes including detailed family histories.
- 1.1.5 Capture date/time of entries, assign tasks, set appointments, and deadlines.
- 1.1.6 Record court related details including dates of appointment and pertinent information from court hearings.
- 1.1.7 Detect duplicate entries.
- 1.1.8 Generate fee statements detailing billable staff time, including rates and amounts.

- 1.1.9 Import, export, print, view, and electronically send and receive a multitude of reports based on a variety of data fields.
- 1.1.10 Update or change letterhead for external and internal use, prefill specified data from case records while allowing changes as needed, and upload and complete third-party forms and templates.
- 1.1.11 Capture and efficiently process client transactions and payment requests, including creditor claims and vendor payments.
- 1.1.12 Establish case notes and track case activity chronologically, and permit modifications of case notes based on access levels.
- 1.1.13 Track inventory types, file Inventory and Appraisals with the Court, and edit and produce such documents upon demand.
- 1.1.14 Delete stored records at preset intervals in accordance with the Record Retention Policy provided by the DMH.

1.2 Property Management

The System will provide the following functionalities and services allowing specified users to:

- 1.2.1 Track and account for all personal and real property in each case, including status of the individual property items, location, photographs, relevant documents, and other asset information.
- 1.2.2 Monitor valuation information, encumbrances, sales, inspection reports, and expenses of properties.
- 1.2.3 Monitor drayage requests including date/time received, date/time assigned, staff assigned, length of time to complete, date/time completed, photographs, videos, and other electronic recordings.
- 1.2.4 Confirm receipt of assets, add values, assign storage locations, and update locations upon demand.
- 1.2.5 Generate reports for all inventoried property, storage locations, and assigned staff.
- 1.2.6 Calculate monthly physical storage fees for stored assets per case.
- 1.2.7 Create a crate inventory, identifying items in each crate and the location of each crate.
- 1.2.8 Generate bulk updates of both imports and exports and split and/or combine inventory auction item to minimize manual entries.

- 1.2.9 Sort inventory types to generate reports focused on specific inventory items such as real property, vehicles, or other designated assets.

1.3 Accounting Module

The System will provide the following functionalities and services allowing specified users to:

- 1.3.1 Monitor all accounting related information integrated with case management, in adherence with generally accepted accounting principles, including segregation of duties, internal controls, security practices and tiered approvals.
- 1.3.2 Record and monitor all asset acquisition and disposition, post receipts, print checks, and balance and reconcile accounts.
- 1.3.3 Add, update, and create a new chart of accounts balance, and edit and delete an existing chart of accounts balance.
- 1.3.4 Navigate accounting ledgers containing the balance of chart of accounts, display balances, and calculate income and expenses.
- 1.3.5 Generate profit and loss statements, identify all assets and liabilities for each case, export specific data fields as necessary, and complete end of Fiscal Year functions.
- 1.3.6 Record, control, and reconcile all revenue received and deposits made, including direct deposits, wire transfers, and deposits received through an automated account clearing house or other electronic means.
- 1.3.7 Import files from banks to identify Automated Clearing House (ACH) receipts and match those to existing transactions monthly.
- 1.3.8 Import files from banks to identify negotiated checks and match those checks to the existing transactions.
- 1.3.9 Scan, electronically upload, and record all incoming checks; identify type of receipts and deposits; and automatically post deposits to the appropriate accounts.
- 1.3.10 Print checks daily using an authorized check stock; reconcile and generate over 3,000 physical, sequentially numbered checks from an authorized vendor check stock monthly, for different accounts; and maintain identified access for approvals.
- 1.3.11 Generate daily electronic-checks-issued files for exporting to banking partners containing information regarding printed checks (e.g., status of the check whether new, stale, or cancelled).

- 1.3.12 Integrate an accounts payable function with internal and external parties.
- 1.3.13 Interface with financial institutions providing debit cards for individualized spending controls.
- 1.3.14 Perform the calculation and distribution of interest earned from investments for each case, and automatically deposit the revenue into identified accounts.
- 1.3.15 Reconcile multiple account balances for each case and provide reports.
- 1.3.16 Generate requests, monitor, and reconcile bank and security collections; automatically populate bank information; and maintain identifying information regarding collections.
- 1.3.17 Adjust incoming proceeds entries, reconcile balances, and generate reports with designated approvals.
- 1.3.18 Provide automatic alerts to users and third parties regarding deadlines for specific notices.
- 1.3.19 Calculate statutory and extraordinary fees and billing charges for services provided pursuant to Probate Code sections 10800 - 10832 and allow for manual adjustments to billing charges as needed.
- 1.3.20 Monitor, record, and reconcile expenses incurred and funds paid from a variety of accounts.
- 1.3.21 Integrate with third party software platforms to generate Federal and State Income Tax returns for each case.
- 1.3.22 Create, monitor, and provide budgets for each case, and automatically generate alerts to users when specified fields or balances are reached.
- 1.3.23 Prepare an Accounting for each case, electronically upload stored documents, identify authorized recipients, and correctly calculate distribution amounts.
- 1.3.24 Produce reports to meet general audit requirements including user access and dates entries are created and/or modified.
- 1.3.25 Produce and export reports of various fields to query data, investigate results, and review the generated information for discrepancies in the data through spreadsheets, charts, or other means of compiling statistical data.
- 1.3.26 Export data in a file format specified by the DMH including but not limited to Comma Separated Value (CSV), Excel, Word, XML, and PDF.
- 1.3.27 Create an automated mass update per vendor when rates/amounts change.
- 1.3.28 Automate direct deposit functionality and data exchange with banking partners.

1.3.29 Restrict access to funds as required.

1.3.30 Permit users to generate checks for the Rep Payee Program.

1.3.31 Revise inventory and appraised values.

1.4 Implementation Plan and System Delivery

1.4.1 Prepare Implementation Plan

After review and validation of the DMH's requirements, the Contractor must determine the best approach to meet the requirements, including configuration of the System, and develop an Implementation Plan. The Contractor will provide DMH with the Implementation Plan, which must include a detailed Project Plan with required tasks and milestones. The Implementation Plan must have a process for necessary revisions to the requirements based on feedback from DMH. This agile approach aims to ensure that the System meets customer requirements that are discovered during the implementation process. The Implementation Plan must be approved by the DMH prior to finalization and implementation.

The Project Plan must describe how the Contractor's System will be configured as necessary to meet the DMH's requirements. The Project Plan must describe all the DMH requirements to be implemented in the System. The Project Plan must provide the basis for the implementation of the System and must include, but not be limited to, the following components:

- A. System Description – A brief statement describing the basic functionality of the proposed system and related components;
- B. Project Scope and Objectives – A brief statement of the scope and objectives of the project;
- C. Project Team, Roles and Responsibilities – Establishment and documentation of the Project Team, which includes key staff members from both the DMH and Contractor. This will include a description of the primary roles and responsibilities of each Project Team members and their contact information;
- D. Issue Management – A description of the proposed mechanism to document and track issues related to the project. Tracking will include description, current status, severity level, anticipated correction date, and documentation of final resolution of all identified issues;
- E. Testing Strategies – A description of the proposed approach to system and end-user testing, including roles and responsibilities of each team member;

- F. Training Strategies – A description of the proposed approach to training, including technical, end user, and train-the-trainer training for County's technical staff, end-users, and trainers respectively; and
- G. Escalation Procedures – A description of the process used to resolve project conflicts, including the identification of key Project Team members responsible for decision-making and conflict resolution;
- H. Data Conversion and Migration Plan (please see subparagraph 3.5).

Deliver System

The Contractor must configure and deliver the System for testing in accordance with this SOW and the Contract. The Contractor must deliver System Software that has been certified by the Contractor as meeting the DMH's requirements and which must subsequently pass the DMH's User Acceptance Test(s) described below.

1.5 Data Conversion and Migration from Existing Client Asset Management System (CAMS)

1.5.1 Task – Develop Data Conversion and Migration Plan

The Contractor must develop a data conversion strategy and corresponding contingency plan that addresses data clean up, data conversion, and conversion validation through a Data Conversion and Migration Plan. The Data Conversion and Migration Plan must provide maximum reliance on an automated approach with minimum disruption to the existing CAMS system and ongoing operations and must include the following:

- A. Roles and Responsibilities.
- B. Schedule(s) for Conversion of Existing Data.
- C. Scope of Conversion Activities.
- D. Pre-conversion Requirements.
- E. Conversion Process Flow Diagram.
- F. Data Clean-up Process.
- G. Specified sample records to be monitored to ensure that data is converted as intended when records have been converted.
- H. Controls that will ensure all records were either successfully converted or identified for exception processing.

- I. Definition of methods to be employed to add records to the database if they did not convert successfully.
- J. A contingency plan and roll back procedure for unsuccessful data conversion.

1.5.1.1 Deliverable - Data Conversion and Migration Plan

The Contractor must deliver to the County for approval a Data Conversion and Migration Plan developed in accordance with Subparagraph 1.5.1, Develop Data Conversion and Migration Plan.

1.5.1.2 Deliverable - Develop Data Conversion and Migration Programs

The Contractor will develop software and processes (collectively, Data Conversion Programs) for performing the data conversion and migration of existing data in accordance with the Data Conversion and Migration Plan provided by the Contractor under Subparagraph 1.5.1, Develop Data Conversion and Migration Plan.

1.5.1.3 Deliverable - Data Conversion and Migration Programs

The Contractor will deliver to the County an error free Data Conversion method that will convert and migrate the existing data consistent with the Data Conversion and Migration Plan provided by the Contractor under Subparagraphs 1.5.1 and 1.5.1.1, Develop Data Conversion and Migration Plan.

1.5.2 Task – Conduct Conversion Test

The Contractor must conduct conversion tests (Conversion Test) to test conversion and migration of existing data using the Data Conversion Programs developed under Subparagraph 1.5.1, Develop Data Conversion and Migration Plan. The Contractor, in conjunction with the County, must develop test scenarios, including expected results, which will demonstrate that the data was converted as intended. As part of the Conversion Test, the Contractor must perform all necessary Data Conversion Program corrections and debugging. The Contractor must conduct the Conversion Test with a simulated full load. The Contractor will document test results, which will show the actual results of the testing.

1.5.2.1 Deliverable - Conversion Test Results Report

The Contractor must conduct and successfully complete the Conversion Test in accordance with the requirements outlined in Task

1.5.2. Conduct Conversion Test. The Contractor will deliver to the County a "Conversion Test Results Report" within five days of successful completion of the Conversion Test, which will contain the actual documented results of the test. The County will review the test results and independently review the data based on the established test scenarios and approve the submitted test results prior to the final data conversion.

1.5.3 Task – Perform Data Conversion

The Contractor will perform data conversion and migration in accordance with the Data Conversion and Migration Plan provided by Contractor under Subparagraph 1.5.1, Develop Data Conversion and Migration Plan.

1.5.3.1 Deliverable - Converted Data

The Contractor will perform data conversion and certify in writing that Contractor has successfully performed all data conversion and migration in accordance with Subparagraph 1.5.1, Develop Data Conversion and Migration Plan. The County will review the conversion results and independently review the data based on the established test scenarios and approve the final data conversion.

1.6 System Test

1.6.1 Task – Test

Based on the requirements of this Paragraph 1.6.1, the Contractor must develop a test strategy, test plan, and test procedures (collectively, Test Plans). The Test Plans must have a process for DMH feedback, with the objective of ensuring that the System aligns with customer requirements. Upon approval of the Test Plans by the County, the Contractor must conduct the tests, document the test results, make necessary changes, and retest the System in accordance with the Test Plans. At least one iteration of the testing must occur on converted data. Once the Contractor is satisfied that the System performs according to the DMH's requirements and the Test Plans, the Contractor must present the test findings for approval of the County. The Contractor must then assist the DMH with the User Acceptance Test(s) (as defined in Paragraph 1.7, User Acceptance Test).

1.6.2 Testing Strategy

The Contractor will prepare a testing strategy and detailed testing plan that must include module tests, system tests, regression tests, integration tests, user acceptance tests, parallel tests, and any other tests deemed appropriate and necessary by the DMH.

The County and Contractor will jointly perform a System Test based on the Test Plans mentioned in paragraph above using a simulated full load in a test

environment created by the Contractor. When the System Test is successfully completed, the System will be ready for User Acceptance Test(s) (as defined in Paragraph 1.7, User Acceptance Test).

1.6.3 Test Results

The Contractor must document expected results of the System Test prior to running the System Test and must resolve all the differences in the System Test results. The Contractor must provide detailed results of the System Test showing pass/fail, remediation, and regression tests performed, and summarized results showing the number of fatal, serious, work-around, and cosmetic flaws.

1.6.4 Tested System

The Contractor must deliver the System that has been certified by the Contractor as meeting the DMH's business requirements and which must subsequently pass the DMH's User Acceptance Test(s) (as defined in Paragraph 1.7, User Acceptance Test).

1.7 User Acceptance Test

1.7.1 Task – Develop User Acceptance Test Plan

The Contractor must develop a User Acceptance Test Plan after successful completion of System testing conducted by the Contractor as specified in Paragraph 1.6, System Test. The User Acceptance Test must include, but not be limited to:

- A. Detailed descriptions of the purpose and expected results of each User Acceptance Test.
- B. Test scripts including, but not limited to, the testing of the following functions:
 - 1. Create case/client face sheet, including case details.
 - 2. Assign and reassign cases to users, re-open existing cases, track movement of cases, and create reports.
 - 3. Route cases through approvals and create tasks or alerts.
 - 4. Securely store, retrieve, organize, and monitor case related documents, photographs, notes, and invoices.
 - 5. Assign tasks.
 - 6. Record appointment dates and other information related to court hearings.
 - 7. Detect duplicate entries.

8. Generate fee statements, including billable staff time, rates, and amounts.
9. Import, export, print, and view a multitude of reports.
10. Modify letterhead and forms.
11. Process vendor payments, check requests, and creditor claims.
12. Create and modify case notes.
13. Edit and produce Inventory and Appraisals on demand.
14. Track and account for all personal and real property per case.
15. Record valuation information, encumbrances, auction sales, and inspection reports.
16. Generate reports for all inventoried property, storage locations, and assigned staff.
17. Calculate monthly storage fees for stored assets per case.
18. Record and monitor all asset acquisition and disposition, post receipts, print checks, and balance and reconcile accounts.
19. Create and edit chart of accounts balance.
20. Display balances, and calculate income and expenses in accounting ledgers.
21. Generate profit and loss statements and export data.
22. Record, control, and reconcile all revenue received, including direct deposits, wire transfers, and deposits received through an automated account clearing house.
23. Import files from banking partners to identify automated clearing house receipts and match those to transactions.
24. Import files from banking partners to identify negotiated checks and match those checks to existing transactions.
25. Post deposits to appropriate accounts.
26. Print daily checks using authorized check stock; reconcile and generate over 3,000 physical, sequentially numbered checks; and maintain access for approvals.

27. Generate daily electronic checks-issued files to be sent to banking partners.
28. Integrate an accounts payable function with internal and external parties.
29. Calculate interest earned from investments and automatically distribute revenue to identified accounts.
30. Reconcile account balances.
31. Generate requests and reconcile bank and security collections, automatically populate bank information, and maintain identifying information regarding collections.
32. Reconcile balances, generate reports, and manually adjust incoming proceeds entries.
33. Calculate statutory and extraordinary fees and billing charges for services and allow for manual adjustments to billing charges as needed.
34. Record and reconcile expenses incurred and funds paid from a variety of accounts.
35. Create budgets for clients and automatically generate alerts to users when specified fields or balances are reached.
36. Prepare an accounting for each case including appropriate attachments and exhibits.
37. Produce reports to meet general audit requirements including user access and dates entries were created and/or modified.
38. Permit specified users to produce and export reports of various fields to query data, investigate results, and review the generated information for discrepancies in the data through spreadsheets, charts, or other means.
39. Export data in a Microsoft Excel-readable format.
40. Create updates when rates/amounts change.
41. Automate direct deposit functionality and data exchange with banking partners.
42. Restrict access to funds.

43. Generate checks for the Representative Payee program.

44. Revise Inventory and Appraised Values.

45. Generate Reports.

C. Testing objectives which must include verification that the required business functions and task flows comply with the System requirements.

D. Testing of automated and manual processes of the system.

E. Description of Contractor and County roles in performing the User Acceptance Test.

F. Problem resolution strategy.

G. Automated file transfers testing and validation whether internal to the County or external banks or entities.

The User Acceptance Test Plan must include a method for documenting and reporting compliance with System requirements. The County will verify the accuracy of all such reports.

1.7.2 User Acceptance Test Plan

The Contractor must develop a User Acceptance Test Plan in accordance with the components outlined in Subparagraph 1.7.1, Develop User Acceptance Test Plan.

1.7.3 Conduct User Acceptance Test

The County and Contractor will jointly perform a User Acceptance Test, responsibilities defined in paragraph 1.6 and 1.7 . This test must be performed with a simulated full load in a test environment created by the Contractor. There will be several cycles of the test performed (testing will be repeated as necessary) before the User Acceptance Test is complete. When the User Acceptance Test is completed, the System must be ready for implementation.

Results of the User Acceptance Test must be documented, reviewed, and approved in writing by the County. In the event of missing or improperly operating functions, the Contractor will be notified, in writing, by the County, and the Contractor must correct the deficiencies within five calendar days from the date of notification. If significant programming changes are made in the course of the User Acceptance Test, Integration, and/or Regression, the Test may need to be repeated, as determined by the County.

During this testing period, all personnel designated by the County to participate in the User Acceptance Test must have required access to the System for the purpose of evaluating its functionality.

The User Acceptance Test will not be considered complete until all functionality of the System has been successfully tested and the County has accepted the final results. In the event the User Acceptance Test results do not satisfy all requirements, as determined by the County in its sole discretion, the Contractor will:

- A. Provide a written proposed solution and schedule that will deliver a System that will satisfy all requirements, and that is subject to the written approval of the County.
- B. Implement and test the proposed updated System until such time as the County provides written approval.

1.7.4 User Acceptance Tests Results Report

As described in Paragraph 1.7.1, Develop User Acceptance Test Plan, the Contractor must conduct and successfully complete User Acceptance Tests prior to System implementation. The Contractor will deliver to the County a "User Acceptance Tests Results Report" within ten days of successful completion of User Acceptance Tests.

1.8 System Training and Documentation

1.8.1 Task – Train County Staff

The Contractor must prepare and implement a comprehensive training program, including any corresponding training materials. The training program will include training courses addressing Technical Training, End User Training, and Train-the-Trainers Training for County's technical staff, End Users, and trainers respectively.

As part of the training, the Contractor will provide designated County groups with extensive working knowledge of the System capabilities; training in the administration of the System and operation of the System on County provided virtual environment, including any County hardware components (if applicable); problem training to ensure End Users will become acquainted with error messages; online support; and corrective actions. The Contractor will create and incorporate the training data into the training manuals. The Contractor must refresh the data prior to each training session. For training, the Contractor must plan and create a training environment on the County's premises, unless elected otherwise by the County.

1.8.1.1 Deliverable – Training Plan

The Contractor must provide to the County a detailed plan for training County staff on the use of the System as provided under Paragraph 1.8, Task 1.8.1, Train County Staff. The Contractor must deliver training classes and training materials consistent with the classes

described in the County approved plan and certify in writing that all training has been successfully completed.

1.8.1.2 Deliverable – Prepare and Provide User Documentation

The Contractor will prepare User Documentation for the System. This Documentation will include user manuals that must provide the County with a comprehensive reference source of System functionality and data definitions. The Contractor must make the Documentation available in a hard copy format, if elected by the County, and in an electronic format.

1.8.1.3 Deliverable – System Documentation

The Contractor will provide to the County comprehensive Documentation of System functionality and data definitions. The Contractor must deliver this Documentation to the County in a hard copy format, if elected by the County, and in an electronic format. The Contractor must also deliver electronic links to any online help and Documentation files for the System, if available.

1.9 Other System Requirements

1.9.1 Setup of Test and Production Environments

The system must have two environments: Test and Production. Both environments must have identical configuration and setup that will allow the DMH proper testing and validation of the new system's functionalities. The DMH End Users will use the Test environment to test and validate the system. Once the test and validation tasks are completed successfully, the Production environment will be setup identically.

1.9.1.1 Comply with LA County secure access requirements to limit access to only allowed IP addresses while connecting remotely.

1.9.1.2 Incorporate access controls to ensure that the privacy of the data/information transmitted is secured, avoid potential conflicts of interest, and comply with all Federal and State guidelines regarding PHI and PII.

1.9.1.3 Utilize and appropriately interact with a variety of browsers including, but not limited to Chrome, Edge, and other County approved browsers.

2.0 SYSTEM IMPLEMENTATION

2.1 System Environments

The Contractor must provide separate and distinct environments for Test and Production. At minimum, the Test and Production environments will persist throughout the term of the contract.

The Test environment configuration must be identical to Production. Data refreshes between environments will be done on-demand as requested by the County and must be included as part of regular maintenance.

2.2 Prepare Technical Configuration and System Installation Plan

The Contractor must prepare a System Installation Plan that identifies the technical configuration required for the System to be used by the County (System Installation Plan). The plan must be approved by the County prior to implementation. As part of this Subparagraph 2.2, Contractor will:

- A. Identify any environmental modifications (e.g., Firewall Rules, Allowed List, etc.).
- B. Identify OS/Browser setting requirements needed for the System.
 - Must run on modern Web Browsers (e.g. web browsers, for example latest versions of Chrome or Edge).
- C. Other Hardware configuration (e.g., printers).
- D. Other Software configuration (e.g., Microsoft Office).

2.3 System Cutover and Production Site Installation Plan

After completion of successful User Acceptance Test by the County, the Contractor will prepare and deliver to the County the configuration migration plan from the Test and Production environments, Production Site Installation Plan, which must identify the logistics, timing, and technical configuration required for the System installation and cutover of the System to Production Use (Cutover-to-Production), as described in Subparagraph 2.2, Prepare Technical Configuration and System Installation Plan.

2.3.1 Perform System Cutover-to-Production Use

Contractor will prepare the System for Production Use as documented in the Production Site Installation Plan developed pursuant to Subparagraph 2.2, Prepare Technical Configuration and System Installation Plan. As part of System Cutover-to-Production Use, Contractor must, at a minimum:

- A. Confirm that the County and Contractor have successfully completed all Acceptance Tests;
- B. Transfer to production environment the successfully tested System configuration;
- C. Maintain technical staff at the County site or in a mutually agreed upon manner for problem resolution and production assistance for a period of at least five working days following Cutover-to Production, unless County approves additional time;

- D. Take all steps necessary for the transition to Contractor's Help Desk which must provide the County with required support; and
- E. At the DMH's option, and prior to initiating Production Use of the System, complete a successful test run (Test Run) that will validate compliance with the DMH's system requirements.
- F. If after a one-month period, the Panoramic system implementation is not to the satisfaction of DMH, the Contractor will work with DMH to revert to the County CAMS system without interruption. Which may include, but not be limited to, converting data from Contractor system back to the County CAMS system.

Completion of this Subparagraph 2.3.1 will constitute Cutover to Production and the System will be in Production Use.

3.0 OTHER SERVICES

The County may request additional services, enhancements, customizations, and similar changes in scope and, in the event of such a request, the parties must agree to meet and confer in good faith on the feasibility of said request and, if feasible, to negotiate in good faith on an amendment pursuant to Contract, Subparagraph 8.1, Change Notices and Amendments, to address said request.

4.0 PROFESSIONAL SERVICES

The Contractor must provide to the County Professional Services including, but not limited to, additional training, preparation and provision of additional user and System reference Documentation, and consulting services at the applicable rates and fees set forth in Exhibit B, Pricing Schedule. Following County's request for Professional Services, made from time to time during the term of the Contract, Contractor must submit to the County for approval a not-to-exceed Maximum Fixed Price based on the pricing terms set forth in Exhibit B, Pricing Schedule. County and Contractor must agree on the Scope of Work for such Professional Services which must, at a minimum, include the tasks, subtasks, and deliverables to be performed; acceptance tests and warranty provisions, as applicable; and the Maximum Fixed Price for such Professional Services.

5.0 INFORMATION SECURITY AND PRIVACY REQUIREMENTS

The Contractor must adhere to physical and/or computer security safeguards as identified in Contract, Exhibit K (Attestation Regarding Information Security Requirements) and Exhibit I (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)).

6.0 QUALITY CONTROL PLAN

Contractor will establish and maintain a comprehensive Quality Control Plan (QCP) to ensure the Contractor meets the requirements of the Contract and provides a consistently high level of service throughout the Contract Term. The QCP will be submitted to the County's Project Director within ten business days following the start date of this Contract and as changes occur during the Contract Term or upon request. Contractor must review its QCP annually and update as changes occur.

At a minimum, the QCP will include the following:

- 6.1** The method of monitoring to ensure that all Contract requirements are being met. It must specify the activities the Contractor will monitor, including activities monitored on either a scheduled or an unscheduled basis; how often the monitoring will be performed; and the title of the individual(s) who will perform the monitoring.
- 6.2** The methods used by the Contractor to identify and prevent deficiencies in the quality of service performed before the level of performance becomes unacceptable and not in compliance with this Contract.
- 6.3** A record of all inspections conducted by the Contractor, any corrective action taken, the date a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action which will be provided to the DMH upon request.
- 6.4** The method for ensuring Contractor maintains confidentiality.

7.0 BUSINESS CONTINUITY PLAN

The Contractor must provide a written Business Continuity Plan (BCP) for providing continuing services to the County in the event of an emergency that disrupts the Contractor's operations. The Contractor must provide an updated copy of the BCP to the County's Contract Administrator within ten business days of this Contract start date and within ten business days when changes occur during the Contract Term. The BCP must include, at a minimum, the following components:

- 7.1** The process for notifying the DMH immediately of any emergency that disrupts service (e.g., power outages, natural disaster, fire, cyber terrorism, etc.);
- 7.2** Timeline for operationalizing the BCP;
- 7.3** Description of the Contractor's disaster recovery plans and solutions;
- 7.4** Address, phone number, email address, and fax number of any alternate site(s) where Contractor will perform services;
- 7.5** Description of the production capabilities at any alternate site(s);

- 7.6 Description of the Contractor's IT plans and features to ensure the County's information remains accessible and secure;
- 7.7 Description of how Contractor would implement the BCP; and
- 7.8 Description of how Contractor will test the BCP on an annual basis and update it accordingly.

8.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract.

8.1 Meetings

The Contractor is required to attend any scheduled meeting as agreed upon by the County and the Contractor. Failure to attend may result in an assessment as defined in the Performance Requirement Summary (PRS) Chart. The County will notify the Contractor in writing of the assessment and will deduct the assessment from payment to the Contractor.

8.2 Contract Discrepancy Report

The County will determine whether a formal Contract Discrepancy Report (CDR) is issued to the Contractor. Upon receipt of this document, the Contractor will respond in writing to the County within three business days, acknowledging the reported discrepancies or presenting contrary evidence. The County will evaluate the evidence presented and determine whether the discrepancies are valid. The Contractor will submit a plan for correction of all deficiencies identified in the CDR to the County within five business days and resolve any discrepancy within a time period mutually agreed upon by the County and the Contractor.

8.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance and activities, and review documents relevant to this Contract at any time during regular business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

8.4 Contractor Complaint Log

The Contractor will maintain a log of all complaints received from the County or the public. The Contractor will immediately investigate all complaints and provide a written report to the County regarding the disposition of each complaint within five business days of receiving the complaint. Each Report will include a summary of the complaint, name of the Contractor's employee(s) involved, results of the Contractor's investigation, and a statement regarding the corrective action taken to avoid or mitigate the recurrence of such a complaint.

The County retains the right to terminate this Contract if the Contractor does not take any action regarding said complaint(s).

8.5 Site Visits

The DMH may designate personnel to conduct site visits to observe performance and activities, and review documents relevant to this Contract. DMH personnel will conduct site visits during regular business hours and will not unreasonably interfere with the Contractor's performance.

9.0 DAYS OF OPERATION/HOURS/WORKDAY

The Contractor must maintain days and hours of operation and staffing sufficient to complete all services within the timeframes directed by the DMH. DMH's regular business hours are from Monday through Friday, during the hours of 8:00 a.m. to 5:00 p.m. Pacific Time. Development, testing, implementation, on-site maintenance, and any other services that require access to County facilities may only be performed during regular business hours, except for County observed holidays, unless specified otherwise in the Contract or requested by the County. A list of County Observed Holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.

However, Contractor will provide any necessary services including, but not limited to, those services described in the Contract and Exhibit A, SOW, including any Exhibits and Attachments thereto, that do not require access to County facilities, regardless of the County's regular business hours and/or observed holidays.

10.0 PERFORMANCE REQUIREMENTS SUMMARY

The PRS Chart lists the required services and deliverables monitored by the County during the Contract Term.

10.1 All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with this Contract and are not meant, in any case, to create, extend, revise, or expand any obligation of the Contractor beyond that defined in this Contract. In any case of apparent inconsistency between services or deliverables as stated in this Contract, the meaning apparent in this Contract will prevail. If any service or deliverable seems to be created in the PRS which is not clearly and forthrightly set forth in this Contract, that apparent service or deliverable will be null and void and will place no requirement on the Contractor.

10.2 At the County's sole discretion, when the Contractor's performance does not conform to the requirements of this Contract, the County will have the option to apply nonperformance remedies that may include, but are not limited to, the following:

- Requiring the Contractor to implement a Corrective Action Plan (CAP) subject to approval by the County. In the CAP, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Reducing payment to the Contractor based on the assessment indicated in the PRS Chart.

- Reducing, suspending, or canceling this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Employing others to perform the service(s) should the Contractor fail to comply with or satisfy requests for improvement of performance or perform the neglected work specified within five business days, or a longer timeframe specified by the DMH. Contractor must reimburse the County for the entire cost of such work performed by others because of the Contractor's failure to perform said service(s), as determined by the County. The Contractor must credit to the County on the Contractor's future invoice(s) under this Contract or any other County Contract.

10.3 Nothing within this section precludes the County's right to terminate this Contract upon ten days' written notice with or without cause as provided in this Contract.

11.0 GENERAL CRITERIA FOR SATISFACTORY AND UNSATISFACTORY PERFORMANCE

Performance of the services listed in the PRS Chart is considered satisfactory when no discrepancies are found by the DMH through Contract monitoring or other means. When performance is unsatisfactory, the DMH may provide a CDR to the Contractor. The Contractor is required to respond to the CDR in writing within ten business days explaining why performance was unsatisfactory, how performance will be returned to satisfactory levels, and how a reoccurrence will be prevented.

The County's Project Director will evaluate the written response and, at his/her sole discretion, determine whether the Contractor will be responsible for full payment or partial payment, or if the Contract termination process is applicable.

12.0 SYSTEM AVAILABILITY

The System must be available and subject to Service Level Credits in accordance with Attachment 6, Service Level Agreements.

13.0 DEFINITIONS

The headings used throughout are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

13.1 Accounting: A summary of financial activity relating to a case for a specified period of time.

13.2 Assets: Any personal or real property having value.

13.3 Business Days: Monday through Friday, excluding County observed holidays, unless otherwise stated.

- 13.4 Calendar Days:** Monday through Sunday, including County observed holidays, unless otherwise stated.
- 13.5 Client Asset and Management System (CAMS):** The System currently used by the Public Guardian (PG) and Public Administrator (PA) to manage cases, manage property, and monitor and account for assets and individuals.
- 13.6 Contract:** This agreement executed between the County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work including the Statement of Work (SOW), Exhibit A.
- 13.7 Contract Discrepancy Report:** A document utilized by the DMH to document discrepancies or deficiencies with Contractor's performance and record explanations of unsatisfactory performance.
- 13.8 Contract Term:** The period of the Contract, commencing upon the Effective Date, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 13.9 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation, or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 13.10 Contractor's Authorized Official(s):** The individual authorized by the Contractor that the Contractor represents, and warrants has actual authority to execute documents under this Contract on behalf of the Contractor.
- 13.11 Contractor's Project Director:** The individual authorized by the Contractor as principal officer to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the Contractor's Project Manager. Additionally, Contractor's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 13.12 Contractor's Project Manager/Contractor's Alternate Project Manager:** The individual authorized by the Contractor to administer the Contract operations under this Contract.
- 13.13 Contractor's Employees/Staff:** Any person designated by the Contractor to perform services under this Contract.
- 13.14 County:** The County of Los Angeles.
- 13.15 County Data:** All of the County's confidential information, data, records, and information to which Contractor has access or is otherwise provided to Contractor under this Contract (County Data). County Data will be and remain the property of County, and County will retain exclusive rights and ownership thereto. The County Data will not be used by Contractor for any purpose other than as required under

this Contract, nor will such data or any part of such data be disclosed, sold, assigned, leased, or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

- 13.16 County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. Contractor is not required to provide services on County observed holidays unless otherwise stated in the SOW or Contract. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 13.17 County's Project Director:** The individual authorized by the DMH with authority for the County to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager. Additionally, County's Project Director must oversee all projects and serve as a point of escalation, as needed.
- 13.18 County's Project Manager:** The individual authorized by the County's Project Director to manage the operations under this Contract.
- 13.19 County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by the Contractor.
- 13.20 Day(s):** Calendar day(s), unless otherwise specified.
- 13.21 Director of Department of Mental Health:** The appointed official of the County of Los Angeles Department of Department of Mental Health.
- 13.22 DMH:** The County of Los Angeles Department of Mental Health.
- 13.23 Department of Mental Health Representative Payee Program:** Specified outpatient mental health clinics that provide money management services including serving as the representative payee of Social Security Administration benefits. The receipt and disbursement of these funds are managed by the PA.
- 13.24 Distribution:** The process of releasing assets to an authorized recipient.
- 13.25 Drayage:** The process of packing, crating, and transporting personal property to the Public Administrator Warehouse.
- 13.26 Effective Date:** The date of approval of this Contract by the County's Board of Supervisors or as indicated in Paragraph 4, Term of Contract.
- 13.27 Final Acceptance:** The County's written approval of the Solution as more fully described in Exhibit A, SOW.
- 13.28 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.

- 13.29 Interface:** A computer program developed by, or licensed to, County or Contractor to (a) translate or convert data from a County or Contractor format into another format used at County as a standard format; or (b) translate or convert data in a format used by the County or a third-party to a format supported at County or vice versa.
- 13.30 Office of the Public Guardian (OPG):** The County of Los Angeles Office of the Public Guardian.
- 13.31 Performance Requirements Summary (PRS) Chart:** Identifies the key performance indicators of the Contract and SOW that the DMH will evaluate to ensure the Contractor meets performance standards, as specified in this Contract and SOW.
- 13.32 Periodic Visits:** Face-to-face visits with individuals conducted by the Office of the Public Guardian for purposes of assessing the mental, physical, and social service needs of the individuals.
- 13.33 Personal Property:** Any item of value owned by a person that is not real property including, but not limited to household goods, vehicles, cash, or other assets.
- 13.34 Personally Identifiable Information (PII):** Any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information will include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.")), Protected Health Information, and "Personally Identifiable Information" as that term is defined in California Civil Code section 1798.29 and EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.
- 13.35 Protected Health Information (PHI):** Information created or received by Business Associate from or on behalf of Covered Entity as defined at 45 C.F.R. § 160.103. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity.
- 13.36 Quality Control Plan:** All necessary measures taken by the Contractor to ensure that the quality of service will meet the Contract requirements regarding timelines, security, accuracy, appearance, completeness, consistency, and conformity to the requirements set forth in this Exhibit A, SOW.

- 13.37 Real Property:** Physical land, structures, and improvements to land (such as buildings).
- 13.38 Referrals:** Information received about a deceased person or potential client of the Office of the Public Guardian that is investigated by either the Public Administrator or the Office of the Public Guardian.
- 13.39 Secure Shell (SSH) File Transfer Protocol:** File transfer protocol to securely access and transfer files over a secure tunnel.
- 13.40 Statement of Work (SOW):** A written description of tasks, deliverables, and/or other work required by the County pursuant to this Contract.
- 13.41 System:** The software solution and services including, without limitation, all components, equipment, software, hardware, and documentation, as specified, created, and/or requested under this Contract.

EXHIBIT A

STATEMENT OF WORK ATTACHMENTS

TABLE OF CONTENTS

STATEMENT OF WORK ATTACHMENT

1. LOS ANGELES COUNTY PUBLIC GUARDIAN WORKFLOW DIAGRAMS
2. FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS
3. CASE MANAGEMENT AND COURT ACCOUNTING REPORTS
4. SERVICE LEVEL AGREEMENTS

STATEMENT OF WORK ATTACHMENTS

TABLE OF CONTENTS

<u>Attachment</u>	<u>Page</u>
1 CONTRACT DISCREPANCY REPORT.....	1
2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART	2
3 PG Conservatorship Workflow Diagram	
4 Functional and Non-Functional Requirements	
5 List of Reports - Case Management and Court Accounting	
6 Service Level Agreements (SLA)	

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE WITHIN 24 HOURS

Date: Click or tap here to enter text.			Contractor Response Received: Click or tap here to enter text.		
Contractor: Click or tap here to enter text.		Contract No. Click or tap here to enter text.		County's Project Manager: Click or tap here to enter text.	
Contact Person: Click or tap here to enter text.		Telephone: Click or tap here to enter text.		County's Project Manager Signature:	
Email: Click or tap here to enter text.			Email: Click or tap here to enter text.		
A contract discrepancy(s) is specified below. The contractor will take corrective action and respond back to the County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1		Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2		Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
4	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

***Use additional sheets if necessary**

Contractor's Representative Signature

[Click or tap here to enter text.](#)

Date Signed

Additional

Comments: [Click or tap here to enter text.](#)

**STATEMENT OF WORK AND CONTRACT
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Subparagraph 5.5 Invoices and Payments	Provide complete and accurate invoices	None	Review of documents	\$100 per incident of non-compliance
Subparagraph 5.5 Invoices and Payments	Submission of invoices by the 15 th calendar day of the month following the month of service	None	Review of documents	\$100 per incident of non-compliance
Subparagraph 5.5 Invoices and Payments	Inclusion of supporting documentation with invoices	None	Review of documents	\$100 per incident of non-compliance
Subparagraph 5.5 Invoices and Payments	Issuance of revised, annotated invoices based on an identified discrepancy	None	Review of documents	\$100 per incident of non-compliance
Paragraph 7.0 Administration of Contract – Contractor	Replacement of unacceptable Contract personnel within one business day	None	On-site inspection and observation, user complaint	\$100 per employee per occurrence of non-replacement/removal
Subparagraph 7.1 Contractor's Project Director Subparagraph 7.2 Contractor's Project Manager/Alternate Project Manager	Contractor will notify the County's Project Director and County's Project Manager in writing of any changes to Exhibit E, Contractor's Administration and provide résumé within five Business Days.	None	Inspection, Observation & Complaints	\$50 per occurrence of failure to notify or if notification is late.
Subparagraph 7.5 Background and Security Investigations	Completion of Employee Background Checks.	None	Complaints, spot checks of assigned personnel.	\$500 per incident of non-compliance.
Subparagraph 7.6 Confidentiality	Contractor Acknowledgement and Confidentiality Agreement, Contractor Employee Acknowledgement and Confidentiality Agreement, or	None	Review of reports; complaints	\$100 per day per Employee or non-employee, as applicable, when form not signed as required.

**STATEMENT OF WORK AND CONTRACT
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

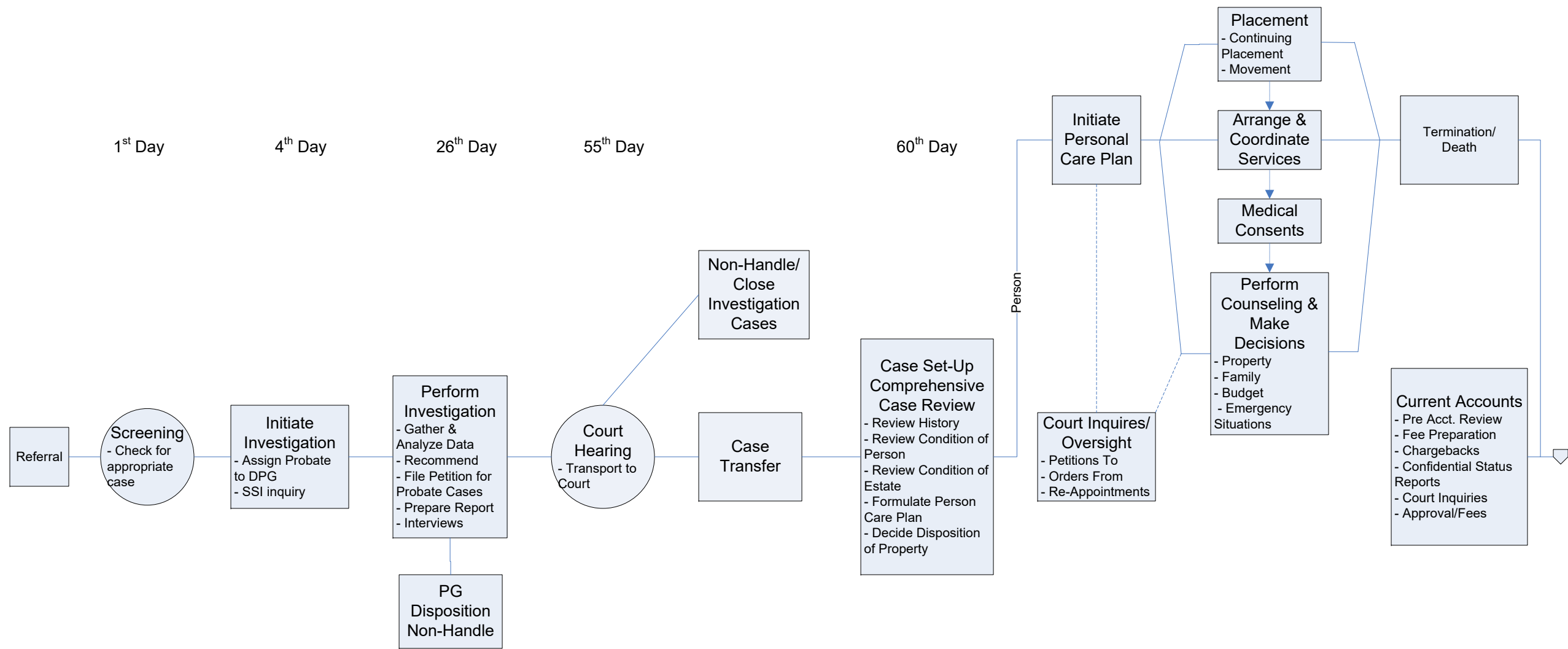
CONTRACT				
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MAXIMUM ALLOWED DEVIATION	MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
	Contractor Non-Employee Acknowledgment and Confidentiality Agreement, as applicable, signed prior to beginning work under the Contract, and provided to County.			\$1,000 per unauthorized release of information.
Subparagraphs 8.24 and 8.25, Insurance Coverage	Maintain required insurance policies and provide evidence of coverage to County.	None	Receipt and review of insurance information.	\$1,000 per day per policy for non-renewal of policy after expiration; \$1,000 per day per policy for failure to maintain coverage; Contract may also be terminated at the County's option.
Subparagraph 8.38 Record Retention and Inspection/Audit Settlement Subparagraphs 8.38.1 and 8.38.3	Contractor to maintain all required documents as specified in Subparagraph 8.38.	None	Inspection of files	\$500 per occurrence or possible termination or suspension for default of contract.

**STATEMENT OF WORK AND CONTRACT
PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART**

STATEMENT OF WORK				
SPECIFIC PERFORMANCE REFERENCE	SERVICE		MONITORING METHOD	DEDUCTIONS/FEEES TO BE ASSESSED
Exhibit 1, SOW Attachment, Attachment 1, Service Level Agreements	SaaS Severity Level 1-2	None	System Use	<p>Where Percentage Problem Response is greater than 99%: No Performance Credit will be due to County.</p> <p>Where Percentage Problem Response is equal to or less than 99%: County shall be due a Performance Credit in the amount of 5% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response, capped at 100% of monthly service fees.</p>
Exhibit 1, SOW Attachment, Attachment 1, Service Level Agreements	SaaS Severity Level 3 - 4	None	System Use	<p>Where Percentage Problem Response is greater than 99%: No Performance Credit will be due to County.</p> <p>Where Percentage Problem Response is equal to or less than 99%: County shall be due a Performance Credit in the amount of 20% of the Services Fees (as calculated on a monthly basis for the reporting month) for each full 1% reduction in Percentage Problem Response, capped at 100% of monthly service fees</p>

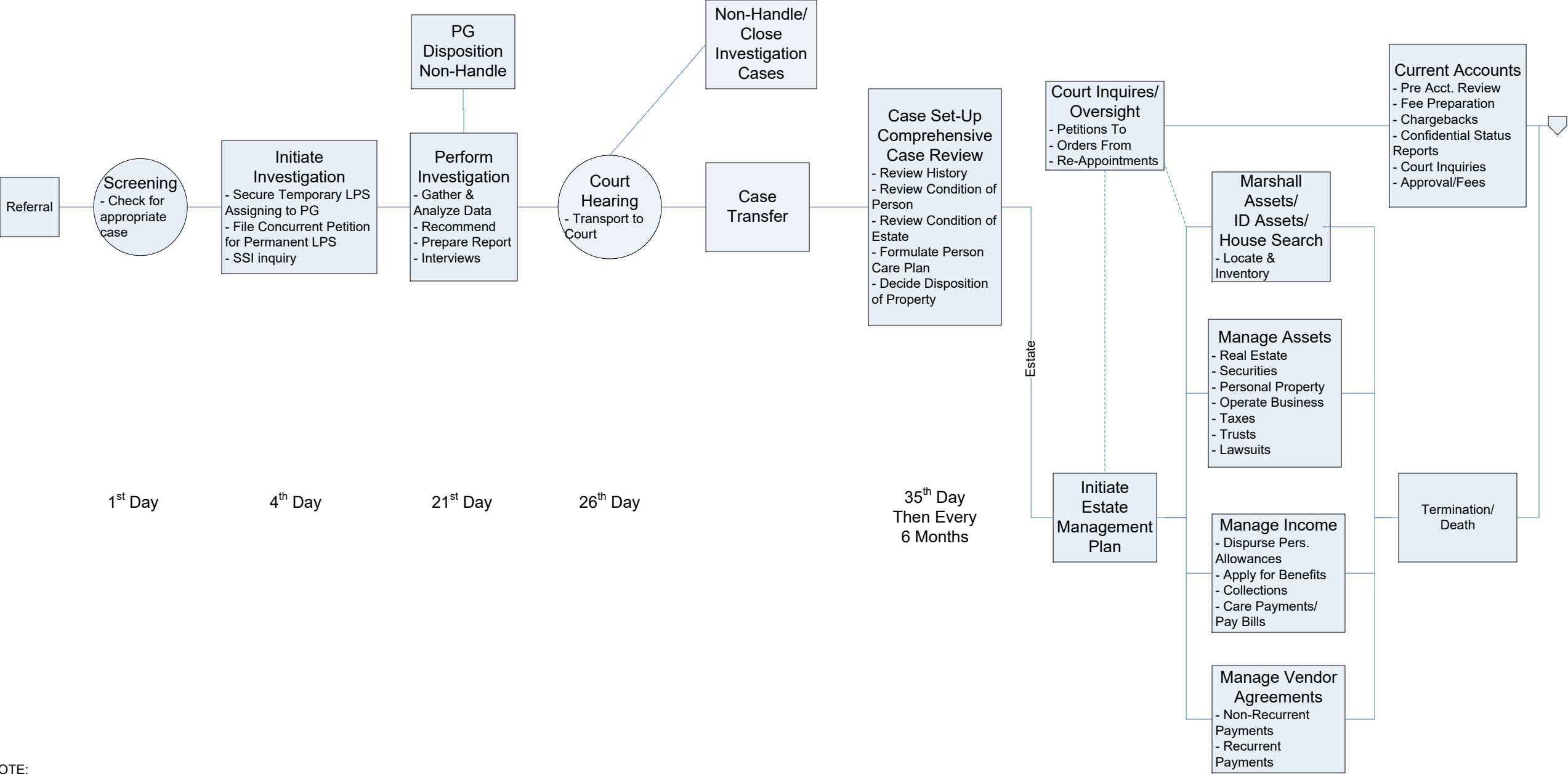
CONSERVATORSHIP WORKFLOW

Probate



NOTE:
1. Cases involving litigation and second petition cases are not included.
2. Time frames may vary.

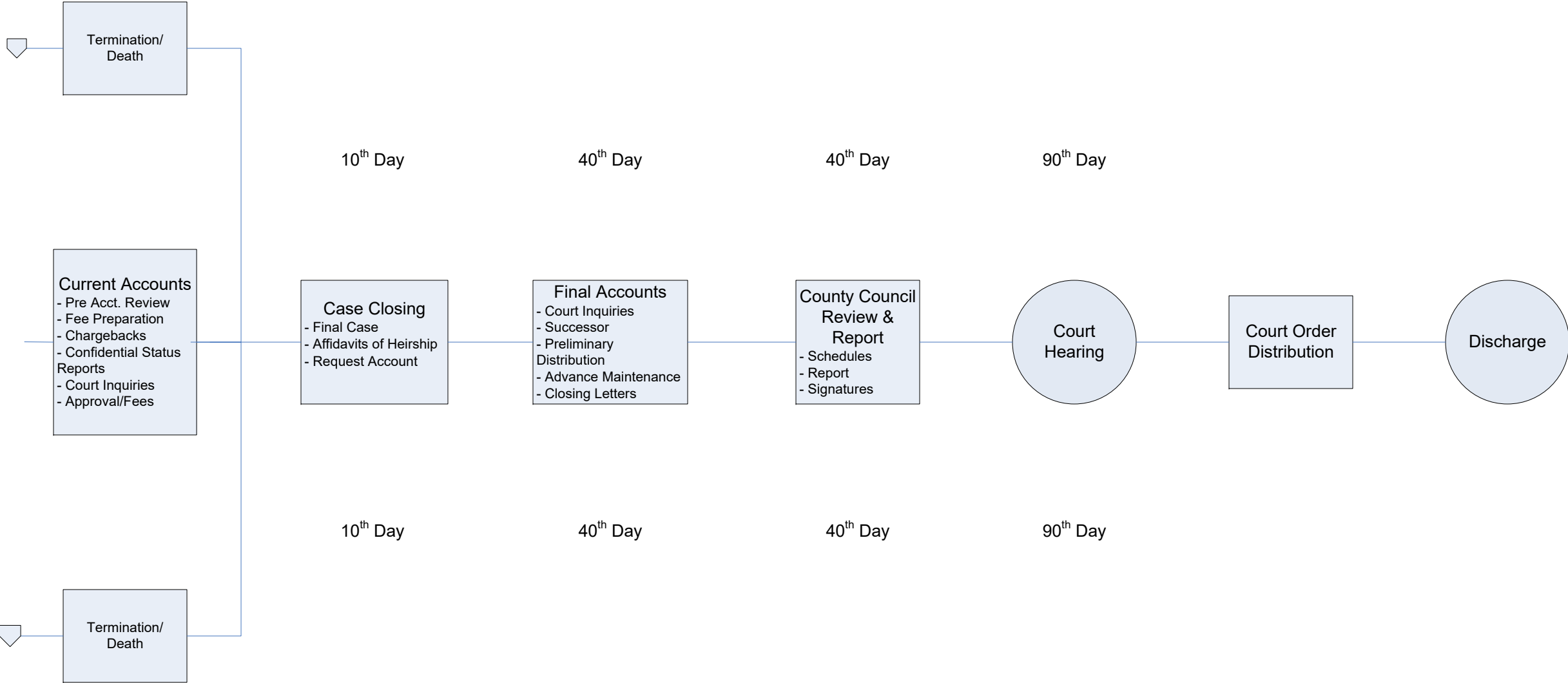
CONSERVATORSHIP WORKFLOW
LPS



NOTE:
1. Cases involving litigation and second petition cases are not included.
2. Time frames may vary.

CONSERVATORSHIP WORKFLOW

Closing



NOTE:

1. Cases involving litigation and second petition cases are not included.
2. Time frames may vary.

Exhibit A - Attachment 4
Functional and Non-Functional Requirements

Item #	Description	Category
1	Configure Fees based on Fee Statement Report.	Accounting
2	Configure Billing Rate by Role - PG Billing Rate will be used to configure hourly rates for users based on roles.	Accounting
3	Approval levels for transactions - Checks over \$25K, need to be approved by Management. This is currently completed on paper and attached/uploaded to the case. Goes to TTC/PA to approve and process the check. PA leadership will also review and approval.	Accounting
4	Add Court Accounting Type – configuration based on the PG list of options provided. Auto set Biannual – Final/Current	Accounting
5	Migrate current client transactions. Direct Deposits - Current client transactions for ACH need to be visible.	Accounting
6	Configure Holding account. Cases that are terminated and don't want direct deposit to go into the estate account. The system will recognize this status and make the payments into holding accounts, one for LPS and one for Probate.	Accounting
7	Customize Mass Update of Cases. PG Accounting staff need a way to select and mass update cases that need to continue recurring transactions.	Accounting
8	Configure Case Number Scheme. Case numbering scheme requirements for different types of cases: a. 123456-C The "C" signifies the case is an LPS case b. 123456-G The "G" Signifies a Probate case c. 123456-T The "T" Signifies a Trust case d. 123456-D The "D" Signifies a Decedent case e. 123456-R The "R" Signifies a Representative Payee case	Case Management
9	Configure Court Number Formatting. Court number formatting requirements expamples: a. 23STPB123456 - Case out of the Probate Court. b. 23HWMH123456 - Case out of the Hollywood Mental Health Court. c. 23NWMH123456 - Case out of the Norwalk Mental Health Court. d. Ability to also enter the Superior Court case number.	Case Management
10	Configure Default Client Screen. Configure the columns and values to display for default view.	Case Management
11	Ability to follow PG workflows (SOW Attachment 1) from referrals to case assignments to closing.	Case Management
12	State required Demographic - Use latest demographic requirements by the State of California.	Case Management
13	Configure Referral Source drop down in Client Screen. Update the Referral Source dropdown menu options in the new client screen.	Case Management
14	Configure Case Note Types drop down menu options.	Case Management
15	Increase the character size in event reports – show all description characters in Event/Case Note Details to be exported from the system.	Case Management

Exhibit A - Attachment 4
Functional and Non-Functional Requirements

16	Add New Events (Narrative) when there is an update to a case. Case notes automatically created based on specified criteria such as system changes like case assignment or date population.	Case Management
17	Enable vendor ID (vendorsymb) field.	Case Management
18	Add new field for Unique Property Sheet Number - A new field is needed in Inventory Sheet Information Page for adding the unique Property Sheet Number to the digital record. The unique number is generated by the system (example: SYS12345), receipt number or property number added after.	Case Management
19	Bulk updated assigned cases to a another deputy. Ability to select multiple or all cases assigned to a particular deputy and bulk update the assigned cases to another deputy.	Case Management
20	Ensure all distributions are completed before closing each case. Ensure clients full cash balances have been distributed and all assets have been sold, or have otherwise left Public Guardian's control.	Closing
21	Configure Box Number for PG. New field for users to add the Transfer Binder Box number. The Box number will be manually entered. This number helps keep track of the physical location of archived case paperwork.	Closing
22	Pre-needs need to be closed out before the final accounting	Closing
23	Configure Inventory Record Status update options. Depending on the user role/access level, restrict the available options for updating the Inventory Record status.	User Roles

Statement of Work- Exhibit A – Attachment 5

Case Management and Accounting Reports

Reports for monitoring and completing cases, managing clients, and court accounting:

Case Management Reports

1. Case Notes Report - Event (Narrative) by Date Range Report – Detailed reports – is provided to County Counsel. Add option to filter by assigned deputy.
2. Medi-cal/SSI Over Resource Report. Report used by deputies, benefits section.
3. PG Funeral Report: Preneeds View – using Inventory.
4. Assessment and Investigation Report
5. PG Cases Over 65 Yrs. old no Medicare View
6. Guardian Circle Holiday Gift List Report – Facility Placement Report
 - a. Facility Census Report - Sort Client View by Facility Name to identify clients.
7. Real Property Sold View
8. Real Property Listing by Deputy View
9. PG Case Status Report - based on the assigned deputy.
10. Auto Inventory View
11. Gun Inventory View
12. Vault Inventory View

Court Accounting Reports

1. Accounting Ledger Summary – to show total amount for each account in chart of accounts (COA). (Used for internal tracking).
2. Accounting Report Summary – Summary page for the Court Accounting report. All account codes need to show sub-totals on a single line item. (Use to send to the Court).
3. Balance Sheet – to show the total of assets is reconciled with the total of liabilities and equity. (Used for internal tracking).
4. Cash ledger report – transactions to have a unique ID (reference number) for both PA and PG. (Used for internal tracking).
 - a. Accounting Ledger Details – to show transaction details. Updated "Cash Ledger" Transactions (CAMS-Case Accounting Ledger Report) – to show all transactions and Chart of account (COA) codes.
 - b. Sorted by newest transaction showing at the top.
5. Trial Balance - Shows current balance and how many payments are still pending, ending balance. This report shouldn't show the list of clients that don't owe money. (Used for internal tracking).
6. Profit and Loss Report – to show the net income. (Used for internal tracking).
7. Appraisal Posting – to show the I & A (Final/Supplemental) has been posted by PA. Supplemental 1,2,3... – PG will need a way to add many supplementals. (Used for internal tracking).

8. Accounting Due Date report – to show when the accounting report will be due. Needed for monthly review. (Used for internal tracking).
 - a. Supplementals (1,2, etc.) should be indicated in this section in compliance with the filing information from the Court.
 - b. Court Accounting Aging report – Will show how many accounting reports are past due.
 - c. Staff Monthly Production report - to provide statistics of the assignments and completion of reports for each staff.
9. Accounting status summary and detail report – to show the summary and/or details relevant to the completion of accounting, distribution, discharge, and court order received date, etc. (Used for internal tracking).
10. Court accounting report should only show the total amount for each supplemental. There should be an option to display/not display the details. (Use to send to the Court).
 - a. Accounting report – types/status: current or amended, final, (only) supplemental, (only) VA. Updated the drop-down options.
11. Fee Statement Report – aka Billable events by bill date client report should show costs. (Use to send to the Court).
12. A report (i.e. direct deposits) to show recurring transactions that will be expiring soon. This is part of the Public Administrator function. (Used for internal tracking).
13. Schedule NI & Schedule NL Reports - Display both Court Case Number and Estate Numbers in these reports. (Use to send to the Court).
14. Disbursement and Receipts report - Form GC-405(C) – remove account#. (Use to send to the Court).
15. PG Statistical Performance Count Report – Used for annual budget request. Needed for reporting to the Board of Supervisors.
16. Estate Administration Case Tracking Detail Report – Time tracking per case
17. Estate Administration Case Tracking Summary Report

The Los Angeles County, Department of Mental Health, Public Guardian seal must be displayed at the bottom of all reports.

Statement of Work - Exhibit A - Attachment 6

SERVICE LEVEL AGREEMENTS

1. General Terms

Contractor agrees to the quality levels set for its application support, operation, and hosting services described in this Service Level Agreement.

2. 99% Prime Time Service Availability Objective

Contractor will maintain a production environment for the provision and rendering of its services in the United States. Data access within the environment is available on a 24-hour per day, seven days per week basis, divided into prime hours of 7:00 a.m. to 7:00 p.m. Pacific Standard Time (PST) on regular County workdays ("Prime") with a service availability commitment of 99% uptime, and non-prime hours of 7:00 p.m. to 7:00 a.m. PST on regular County workdays and all day on County non-workdays with a service availability commitment of 95% with the exception of:

- (i) Periods of Scheduled maintenance, which Contractor will regularly perform every Sunday between the hours of 6:00 a.m. and 12:00 p.m. PST at each data center to which the County is linked;
- (ii) Loss of service due to circumstances beyond Contractor's control, including but not limited to power outages, fires, floods, other acts of nature, strikes, lockouts, acts of war or sabotage, and any other circumstances not reasonably within the ability of Contractor to control.

3. Outage Notification Objective

During the prime hours mentioned in section 2 above, Contractor will respond within 15 minutes to reports of an outage. After access has been restored, details of the cause of the outage will be provided upon request.

In order to facilitate Level-3 (Attachment 1, paragraph 4.5.3) support commitment, Contractor has created an email account (support@panosoft.com) for the County to communicate their support issues to the Contractor. This account is set up to forward emails to Level-3 support staff in Contractor's organization who can investigate the issue and determine the correct solution for correcting the problem.

Anytime the County feels they have an urgent issue, they may directly call the support team or Account Manager to help solve a particular critical issue.

4. Services Definition

The below Service Level Agreement defines the categories, priorities, and response time to provide standard Level-3 support.

Statement of Work - Exhibit A - Attachment 6

The following tables describe in detail the Services, Support Request Categories, Request Priorities, and the Request Priority Response Time supported by Contractor.

4.1 Contractor Services

Contractor agrees to the following Services and their corresponding target level as defined in the following table:

<i>Service</i>	<i>Target Level</i>
Application Availability (Prime)	99%
Application Availability (non-Prime)	95%
Application Hours Available (Prime)	7:00 a.m. – 7:00 p.m. PST
Application Hours Available (non-Prime)	7:00 p.m. – 7:00 a.m. PST
Application Support	7:00 a.m. – 5:00 p.m. PST
Maintenance Window	Sunday, 6:00 a.m. – 12:00 p.m. PST
Restore Backup Records	<i>Eight Hours</i>
Test and implement application upgrade ¹	<i>One Week</i>
Application configuration modification	<i>24 Hours</i>

¹ Application upgrades which include maintenance and enhancements are scheduled on a weekly basis. If an application defect is found, depending on the severity, it may be migrated to production on an exception basis. Application Configuration changes which do not require the application to be refreshed can be accommodated on a daily basis. If a configuration change requires an application refresh, then the normal weekly schedule would apply unless required in a daily release. Releases to production are controlled through the Contractor Support Team.

4.2 Administration Support Request Categories

Requests for support will be typed into three broad categories as defined in the following table:

<i>Support Request Category</i>	<i>Definition</i>
<i>Configuration Changes</i>	<i>Existing field label or attribute changes.</i>
<i>Maintenance</i>	<i>Defined to be any work required to keep the system functioning as delivered. This includes applying bug fixes, system patches, data value-based modification, scheduled releases, database monitoring and tuning, and making any updates considered to be routine.</i>

Statement of Work - Exhibit A - Attachment 6

<i>Enhancements</i>	<i>Changes that require new database fields, or modification to existing application objects: Modules, Screens, New Fields, New Values. Enhancement requests will be evaluated, prioritized and quoted individually.</i>
---------------------	--

4.3 Request Priority

Support requests will be assigned a priority by the County in accordance with the following table:

<i>Priority Level</i>	<i>Reason</i>	<i>Example</i>
<i>Urgent</i>	<i>Multiple resources (people/processes are down)</i>	<i>Application Server Down Router/Switch Down DNS Server Down</i>
<i>High</i>	<i>A single user or a group is impacted but is not down</i>	<i>(single) – cannot login (group) – application bug</i>
<i>Medium</i>	<i>A single user is impacted but not down (Most requests fall into this priority) A single user is somewhat impacted by the issue A group is somewhat impacted by the issue</i>	<i>Application Enhancement Request Code Table Change Request Workflow Change Request</i>
<i>Low</i>	<i>A single user is somewhat impacted by the issue</i>	<i>Application Enhancement Request Workflow Change Request</i>

4.4 Request Priority Response Time

Responses to requests will be within the following times:

<i>Priority Level</i>	<i>Acknowledgement</i>	<i>Problem Diagnosis</i>	<i>Resolution Time Goal *dependent upon problem complication</i>
<i>Urgent</i>	<i>five minutes</i>	<i>30 minutes</i>	<i>two hours</i>
<i>High</i>	<i>five minutes</i>	<i>30 minutes</i>	<i>Workgroup - two hours</i>
	<i>five minutes</i>	<i>30 minutes</i>	<i>Individual User – four hours</i>
<i>Medium</i>	<i>five minutes</i>	<i>24 hours</i>	<i>48 hours</i>
<i>Low</i>	<i>five minutes</i>	<i>48 hours</i>	<i>96 hours</i>

Statement of Work - Exhibit A - Attachment 6

4.5 Support Level Definitions:

4.5.1 Level-1:

Level-1 support is the first line support, typically referred to as the Help Desk.

The responsibilities of this tier are:

- To be available to answer user calls during normal operation hours.
- To be able to help users with any usability issue that is covered in either training manuals or user and system documentation.
- To document all issues that are reported and see the issue through to resolution.
- To interface with tier-2 support when issue cannot be resolved at the tier-1 level.

4.5.2 Level-2:

Level-2 support is responsible for handling any calls that Level-1 does not have the knowledge or technical ability to handle. The staff at this level typically have more technical knowledge about the specifics of the system than do the Level-1 staff. The main purpose of Level-2 support is to investigate the issues in more detail and determine whether the issue is a system problem or a user training issue.

The responsibilities of this tier are:

- Perform analysis to determine whether it is a user training issue, system configuration issue, or a system problem / bug.
- Work with Level-1 support if the issue is a training or system setup issue.
- Work with Level-3 support if the issue is a system problem or bug.

4.5.3 Level-3:

Level-3 support is responsible for handling all issues that are determined to be system problems/bugs. Typically, this tier is staffed by members of the product development team.

The responsibilities of this tier are:

- Coordinate with tier-2 support to understand and further document the issue.
- Perform detailed analysis of the issue, working with the appropriate development team members when needed.

Determine the appropriate course of action to mitigate the issue.

Statement of Work - Exhibit A - Attachment 6

4.5.4 Level-4

Level-4 support handles issues beyond the scope of Level-3. These may be related to the infrastructure applications are hosted on. These fixes affect all County Users of the software.

The responsibilities of this tier are:

- Support the toolkit upon which all applications are built
- Maintain servers, URLs, Web Services and Data Bases required to adhere to the availability of the production environment.

4.6 Service Credits

Should Contractor fail to meet its Uptime commitment during Prime hours (Section 2 and 4.1 above) calculated for each calendar month, then County is entitled to a Service Credit of \$250 off the next month's invoice for each 0.5% below the 99% Uptime commitment during Prime Hours the Contractor was off.

Should Contractor fail to provide the required support and response times (Sec. 4.1 - 4.5.4 above), then County is entitled to a Service Credit of \$100 off the next month's invoice for each violation.

Should Contractor fail to resolve an Urgent or High Priority issue within the resolution goal (Sec. 4.4 above), then County is entitled to a Service Credit of \$100 off next month's invoice for each hour over the stated resolution goal.

In the event Service Credits accrue during the last month of the Contract prior to expiration or termination, Contractor will timely refund the accrued Service Credits to the County.

EXHIBIT B

PRICING SCHEDULE

			YEAR 1	YEAR 2	YEAR 3
Pool Dollars for Year 1 - Initial Implementation Cost					
Data Conversion					
Training/Initial Support					
System Deployment					
Sub-Total	\$ 115,000				
Other/Professional Services					
\$250/hour (Configuration)			\$ 221,500	\$ 50,000	\$ 50,000
Sub-Total			\$ 221,500	\$ 50,000	\$ 50,000
Licensing and Hosting Per User Cost Pre-Implementation					
Full Users	\$175	150	\$26,250	\$26,250	\$26,250
Limited Users	\$85	25	\$2,125	\$2,125	\$2,125
Total Monthly User Cost			\$28,375	\$28,375	\$28,375
Annual Recurring Cost			\$340,500	\$340,500	\$340,500
Total Yearly Cost			\$ 677,000	\$390,500	\$390,500
Total Contract Amount (TCA)				\$	1,458,000

Notes:

- (1) There will be 20% withholds on all invoices/payments, to be paid by County to Contractor at the completion of Final Acceptance.
- (2) Costs should assume they begin at the date of Final Acceptance and should accommodate the number of years proposed.
- (3) Payments will be paid monthly in arrears commencing not sooner than the month following Final Acceptance.

INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATIONCONTRACT NO. [Click or tap here to enter text.](#)**COUNTY'S PROJECT DIRECTOR:**

Name:	Luis Leyva
Title:	Public Guardian Division Chief
Address:	510 S. Vermont Ave. Los Angeles, CA 90020
Telephone:	(213) 974-0407
Facsimile:	Click or tap here to enter text.
E-mail Address:	LLeyva@dmh.lacounty.gov

COUNTY'S PROJECT DIRECTOR:

Name:	Steve Dominguez
Title:	Public Guardian Division Chief
Address:	510 S. Vermont Ave. Los Angeles, CA 90020
Telephone:	(213) 947-6809
Facsimile:	Click or tap here to enter text.
E-mail Address:	SDominguez@dmh.lacounty.gov

COUNTY'S PROJECT MANAGER:

Name:	Phillip Ngo
Title:	Senior Information Systems Analyst
Address:	510 S. Vermont Ave. Los Angeles, CA 90020
Telephone:	(213) 935-1920
Facsimile:	Click or tap here to enter text.
E-mail Address:	(213) 935-1920

COUNTY'S CONTRACT ADMINISTRATOR:

Name:	Click or tap here to enter text.
Title:	Click or tap here to enter text.
Address:	510 S. Vermont Ave., 20 th Floor Los Angeles, CA 90020
Telephone:	Click or tap here to enter text.
E-mail Address:	

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: Panoramic Software, Inc.

CONTRACT NO. MH630000

CONTRACTOR'S PROJECT MANAGER:Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.**NOTICES TO CONTRACTOR:**Name: Click or tap here to enter text.Title: Click or tap here to enter text.Address: Click or tap here to enter text.Click or tap here to enter text.Telephone: Click or tap here to enter text.Facsimile: Click or tap here to enter text.E-mail Address: Click or tap here to enter text.

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name: Panoramic Software, Inc.

Contract No MH630000

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor

CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

COPYRIGHT ASSIGNMENT AGREEMENT

Contractor and Contractor's Staff agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by Contractor and Contractor's Staff in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, Contractor and Contractor's Staff hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, Contractor and Contractor's Staff agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject them to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: Click or tap here to enter text.

DATE: Click or tap here to enter text.

PRINTED NAME: Jeff von Waldburg

POSITION: Director

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

Contractor Name: Click or tap here to enter text. Contract No Click or tap here to enter text.

Employee Name: Click or tap here to enter text.

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT

produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I must keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: [Click or tap here to enter text.](#)

PRINTED NAME: [Click or tap here to enter text.](#)

POSITION: [Click or tap here to enter text.](#)

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

Contractor Name: Click or tap here to enter text.

Contract No Click or tap here to enter text.

Non-Employee Name: Click or tap here to enter text.

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation will result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing. I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,
AND COPYRIGHT ASSIGNMENT AGREEMENT**

County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I must keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom will be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County will have the right to register all copyrights in the name of the County of Los Angeles and will have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: [Click or tap here to enter text.](#)

PRINTED NAME: [Click or tap here to enter text.](#)

POSITION: [Click or tap here to enter text.](#)

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

- H1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- H2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
- H3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF
COPYRIGHT
*(REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH
COPYRIGHT BUREAU)*

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, [Click or tap here to enter text.](#)

, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment will include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

[Click or tap here to enter text.](#) and Grantee have entered into County of Los Angeles Agreement Number [Click or tap here to enter text.](#) for [Click or tap here to enter text.](#), dated [Click or tap here to enter text.](#), as amended by Amendment Number [Click or tap here to enter text.](#), dated [Click or tap here to enter text.](#)

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

<hr style="border: none; border-top: 1px solid black;"/> Grantor's Signature	<hr style="border: none; border-top: 1px solid black;"/> <div style="text-align: center;">Click or tap here to enter text.</div> Date
--	---

Grantor's Printed Name: [Click or tap here to enter text.](#)

Grantor's Position: [Click or tap here to enter text.](#)

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, [Click or tap here to enter text.](#), a [Click or tap here to enter text.](#)

, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment will include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number MH630000 for replacement of the Client and Asset Management System, dated [Click or tap here to enter text.](#)

, as amended by Amendment Number N/A, dated N/A

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> Grantor's Signature	<hr style="border: none; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="text-align: center;">Click or tap here to enter text.</div> Date
--	---

Grantor's Printed Name: [Click or tap here to enter text.](#)

Grantor's Position: [Click or tap here to enter text.](#)

(To Be Completed By County and attached to H1 and/or H2)

**REQUIRED ONLY IF COPYRIGHT IS TO BE
REGISTERED WITH COPYRIGHT BUREAU**

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On Click or tap here to enter text., 20 Click or tap here to enter text., before me, the undersigned, a Notary Public in and for the State of California, personally appeared Click or tap here to enter text., personally known to me or proved to me on the basis of satisfactory evidence to be the Click or tap here to enter text. of Click or tap here to enter text., the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Click or tap here to enter text.

NOTARY PUBLIC



**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. **DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who

qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION
 - 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
 - 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
 - 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
 - 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
 - 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
 - 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
 - 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.
3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION
 - 3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
 - 3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
 - 3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.
1. 4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.
- 4.3 Business Associate must be responsible for the provision of an annual mandatory information security and privacy training, for all staff that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA).
 - 4.3.1 Business Associate must monitor, track, document and make available upon request by the federal, State and/or County government the annual information security and privacy training (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) provided to Business Associate's workforce members, including clerical, administrative/management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County.
- 4.4 Business Associate will ensure that all workforce members, including clerical, administrative, management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access sensitive content such as Protected Health Information. The statement must be renewed annually.
- 4.5 Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Business Associate's security and privacy policies and procedures, including termination of employment where appropriate.
5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION
 - 5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

- 5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:
 - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
 - 5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date

of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, CISO-Privacy@ceo.lacounty.gov, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 17.4.

- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the

receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1 and must maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) business days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

- 10.3 Business Associate must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the requirements stated in this Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate must attest that it has implemented Attachment 1 to Exhibit K (Attestation Regarding Information Security Requirements) "Information Security and Privacy Requirements for Contracts." The completed Attachment 2 to Exhibit K, "DMH Contractor's Compliance with Information Security Requirements" questionnaire must be returned to DMH Information Security Officer (DISO) for approval within ten (10) business days from the signed date of this agreement, and must be approved prior to the commencement of this agreement with the County and annually thereafter. Business Associate must be prepared to provide supporting evidence upon request.
- 10.4 During the term of the agreement, Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Business Associate may be asked to re-submit Attachment 2 to Exhibit K "DMH Contractor's Compliance with Information Security Requirements" questionnaire, to document the change.
- 1.1 10.5 Business Associate must ensure that prior to access, its workforce members including Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, acknowledge and sign the Attachment 3 to Exhibit K, "The Confidentiality Oath (Non-DMH Workforce Members)", of the agreement. Business Associate must maintain and make available upon request by the federal, State and/or County representatives.
11. AVAILABILITY OF RECORDS
 - 11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
 - 11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
12. MITIGATION OF HARMFUL EFFECTS
 - 12.1 Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.
13. BREACH NOTIFICATION TO INDIVIDUALS

13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate must be written in plain language, must be subject to review and approval by Covered Entity, and must include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to

demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 The term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 17 will survive the termination or expiration of this Business Associate Agreement.

17. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 17.1 Except as provided in Section 17.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, will destroy as provided for in Section 17.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate must retain no copies of the Protected Health Information.

- 17.2 Destruction for purposes of Section 17.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 17.3 Notwithstanding Section 17.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.
- 17.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 17.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 17.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 17.2.
18. AUDIT, INSPECTION, AND EXAMINATION
- 18.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in the underlying agreement.

- 18.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.
- 18.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 18.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 18.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 18.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 18.6 Section 18.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
19. MISCELLANEOUS PROVISIONS
- 19.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 19.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 19.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 19.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed

under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 19.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 19.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

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BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" will mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and

any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.

- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.

- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
 - 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
 - 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
 - 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
 - 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
 - 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
 - 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.
2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION
- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
 - 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
 - 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
 - 2.4 Business Associate will make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
 - 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
 - 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be

held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate must not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate must not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate must not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

2. **4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate must implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate must comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.
- 4.3 Business Associate must be responsible for the provision of an annual mandatory information security and privacy training, for all staff that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA).
 - 4.3.1 Business Associate must monitor, track, document and make available upon request by the federal, State and/or County government the annual information security and privacy training (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) provided to Business Associate's workforce members, including clerical, administrative/management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County.

- 4.4 Business Associate will ensure that all workforce members, including clerical, administrative, management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access sensitive content such as Protected Health Information. The statement must be renewed annually.
 - 4.5 Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Business Associate's security and privacy policies and procedures, including termination of employment where appropriate.
5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION
- 5.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate must report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate must report to Covered Entity any Security Incident of which Business Associate becomes aware.
 - 5.1.3. Business Associate must report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
 - 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate must provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
 - 5.2.1 Business Associate must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health

Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, CISO-Privacy@ceo.lacounty.gov, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;

- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate must delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate must document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate must take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor must terminate, if feasible, any arrangement with Subcontractor by

which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 17.4.
- 6.7 Business Associate must provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and must provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such

information, Business Associate must provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate must, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate must maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 must include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate must document the information specified in Section 9.1.1 and must maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate must provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond

to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) business days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.
- 10.3 Business Associate must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the requirements stated in this Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate must attest that it has implemented Attachment 1 to Exhibit K (Attestation Regarding Information Security Requirements) "Information Security and Privacy Requirements for Contracts." The completed Attachment 2 to Exhibit K, "DMH Contractor's Compliance with Information Security Requirements" questionnaire must be returned to DMH Information Security Officer (DISO) for approval within ten (10) business days from the signed date of this agreement, and must be approved prior to the commencement of this agreement with the County and annually thereafter. Business Associate must be prepared to provide supporting evidence upon request.
- 10.4 During the term of the agreement, Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Business Associate may be asked to re-submit Attachment 2 to Exhibit K "DMH Contractor's Compliance with Information Security Requirements" questionnaire, to document the change.
- 2.1 10.5 Business Associate must ensure that prior to access, its workforce members including Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, acknowledge and sign the Attachment 3 to Exhibit K, "The Confidentiality Oath (Non-DMH Workforce Members)", of the agreement. Business Associate must maintain and make available upon request by the federal, State and/or County representatives.

11. AVAILABILITY OF RECORDS

- 11.1 Business Associate must make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
 - 11.2 Unless prohibited by the Secretary, Business Associate must immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
12. MITIGATION OF HARMFUL EFFECTS
 - 12.1 Business Associate must mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.
13. BREACH NOTIFICATION TO INDIVIDUALS
 - 13.1 Business Associate must, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate must notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification provided by Business Associate must be written in plain language, must be subject to review and approval by Covered Entity, and must include, to the extent possible:
 - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
 - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, including a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate must reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity will not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

14.1 Business Associate must indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

15. OBLIGATIONS OF COVERED ENTITY

15.1 Covered Entity will notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate must thereafter restrict or limit its own Uses and Disclosures accordingly.

15.2 Covered Entity will not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 The term of this Business Associate Agreement will be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 17 will survive the termination or expiration of this Business Associate Agreement.
17. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION
- 17.1 Except as provided in Section 17.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate must return or, if agreed to by Covered entity, will destroy as provided for in Section 17.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate must retain no copies of the Protected Health Information.
- 17.2 Destruction for purposes of Section 17.2 and Section 6.6 will mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 17.3 Notwithstanding Section 17.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and must return or destroy all other Protected Health Information.
- 17.3.1 Business Associate must extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate must not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 17.3.2 Business Associate must return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for

Business Associate's proper management and administration or to carry out its legal responsibilities.

- 17.4 Business Associate must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 17.2.

18. AUDIT, INSPECTION, AND EXAMINATION

- 18.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in the underlying agreement.
- 18.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.
- 18.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 18.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 18.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 18.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, will not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 18.6 Section 18.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19. MISCELLANEOUS PROVISIONS

- 19.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 19.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 19.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 19.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement will control. Otherwise, this Business Associate Agreement will be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 19.6 Interpretation. Any ambiguity in this Business Associate Agreement will be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 19.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Panoramic Software, Inc.

Company Name

[Click or tap here to enter text.](#)

Address

[Click or tap here to enter text.](#)

Internal Revenue Service Employer Identification Number

[Click or tap here to enter text.](#)

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Bidder engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature: _____

Date: [Click or tap here to enter text.](#)

Printed Name: Jeff von Waldburg

Title: Director

ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

Contractor must comply with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" security and privacy requirements.

Panoramic Software, Inc. (hereafter "Contractor") acknowledges and certifies that safeguards are in place to protect electronically stored and/or transmitted personal information (PI); protected health information (PHI) and medical information (MI).

Contractor acknowledges it is the Contractor's responsibility to access the following link: <https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/> **annually and upon notification by DMH of updated Information Security Attachments to complete, or update, the forms listed below that are applicable to their contract:**

- ☒ Attachment 1 – Information Security and Privacy Requirements for Contracts
- ☒ Attachment 2 – DMH Contractor's Compliance with Information Security Requirements
- ☒ Attachment 3 – Confidentiality Oath for Non-DMH Workforce Members
- ☐ Attachment 4 – Electronic Data Transmission Trading Partner Attachment (TPA)

Further, Contractor agrees to comply with the terms and conditions of the attachments listed above, which are by this reference made a part of the Contract. It is Contractor's responsibility to access the link above, sign and submit those attachments that require signature to the Contract Administrator listed in Exhibit D (County's Administration).

Name of authorized official (Official Name) Jeff von Waldburg
Printed name

Signature of authorized official _____ Date _____



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

Curley L. Bonds, M.D.
Chief Medical Officer

Connie D. Draxler, M.P.A.
Acting Chief Deputy Director

June 30, 2023

TO: Supervisor Janice Hahn, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Kathryn Barger

FROM: Lisa H. Wong, Psy.D. *Connie D. Draxler*
Director

SUBJECT: **NOTICE OF INTENT TO NEGOTIATE AND EXECUTE A NEW SOLE SOURCE CONTRACT WITH PANORAMIC SOFTWARE, INC., TO REPLACE THE CLIENT AND ASSET MANAGEMENT SYSTEM**

In accordance with the Los Angeles County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts), this notification is to inform you that the Department of Mental Health (DMH) intends to negotiate and execute a sole source contract with Panoramic Software, Inc. (Panoramic), to replace the Public Guardian's (PG) Client and Asset Management System (CAMS) legacy software, which has reached end-of-life.

Following the conclusion of sole source negotiations, DMH will request that your Board approve the execution of a new Contract with Panoramic on a sole source basis, thereafter. The costs to procure Panoramic, which includes initial data conversion, training, and system deployment for Fiscal Year 2023-24 is approximately \$600,000, fully funded by 2011 Mental Health Realignment.

JUSTIFICATION

In 2011, PG and the Public Administrator (PA), a branch of Treasurer and Tax Collector (TTC), began using CAMS which was developed using Oracle technology. The Departments were notified that this legacy platform has reached end-of-life and will not be supported long-term. The Internal Services Department (ISD) maintains and supports CAMS and was able to procure extended support from Oracle through December 2023. However, Oracle has not committed to extending support beyond that date, and any

extension past this date would not be in the County's best interest due to the level of risk associated with antiquated technology and information security. ISD suggested that a viable option was to re-write the CAMS software, however, this option was not feasible due to cost and time constraints for development and implementation of a new custom system before the CAMS end-of-life deadline.

As such, the decision was made to find a different solution. TTC released a Request for Information (RFI) No. TTC RFI 2021-01 CAMS on October 28, 2021, to explore whether an existing off-the-shelf product could meet the County's operational needs. Two software vendors responded to the RFI, and both Departments participated in reviewing and testing the two software solutions. Consistent with TTC's findings, DMH determined that Panoramic best met its needs. Panoramic is currently offering software solutions to approximately 80% of the PA and PG programs statewide, and although it is anticipated that the PG implementation will be significantly complex, DMH expects to implement the Panoramic software prior to the end-of-life deadline of the current CAMS legacy system. In order to ensure that PG is best positioned to account for and safeguard the assets entrusted into their care, and manage cases in accordance with statutory requirements, DMH recommends entering into a sole source contract with Panoramic.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100, DMH is required to provide advance written notice and justification to the Board at least four weeks prior to commencing contract negotiations for a new sole source contract. The Chief Information Office has reviewed and concurs with this sole source justification. In addition, this matter was briefed by DMH at the Operations Cluster Meeting on June 28, 2023 and briefed by TTC at the April 26, 2023 Operations Cluster Meeting. Unless otherwise instructed by your Board office within four weeks of this notice, DMH will begin contract negotiations with Panoramic.

If you have any questions, or require additional information, please contact me by email at LWong@dmh.lacounty.gov or at (213) 947-6670, or your staff may contact Mark Cheng, Acting Chief Information Officer, at MCheng@dmh.lacounty.gov or at (213) 878-0180.

LHW:CDD:KN
SK:MC:ZW:atm

c: Executive Office, Board of Supervisors
Chief Executive Office
Chief Information Office
County Counsel

SOLE SOURCE CHECKLIST

Department Name: _____

☐ New Sole Source Contract

☐ Existing Sole Source Contract Date Sole Source Contract Approved: _____

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/ system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



 Chief Executive Office

 Date



**Chief
Information
Office**

Peter Loo
ACTING CHIEF INFORMATION OFFICER

CIO ANALYSIS

BOARD AGENDA DATE:

3/6/2024

SUBJECT:

APPROVAL TO EXECUTE A SOLE SOURCE CONTRACT WITH PANORAMIC SOFTWARE, INC. TO REPLACE THE CLIENT AND ASSET MANAGEMENT SYSTEM

CONTRACT TYPE:

☒ New Contract ☒ Sole Source ☐ Amendment to Contract #: *Enter contract #*

SUMMARY:

Description:

The Department of Mental Health (DMH) is requesting the Board's approval to negotiate, sign and execute a sole source contract with Panoramic Software, Inc. to replace the Public Guardian's (PG) Client and Asset Management System (CAMS). This sole source contract will be effective upon execution for three years, with an option to extend for two additional one-year terms. The Contract will be funded by 2011 Realignment – Mental Health revenue with a Total Contract Sum of \$1,458,000.

DMH is also requesting delegated authority to prepare, sign and execute future amendments to the sole source contract to revise Contract language; add, delete, modify, or replace the Statement of Work (SOW); allow for rollover of unspent funds between categories and years; reflect Federal, State and County regulatory and/or policy changes; increase the Total Contract Sum provided that: 1) It not exceed an increase of 20 percent from the Board approved total contract sum, and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and the Chief Executive Officer (CEO).

DMH is also requesting delegated authority to terminate the sole source contract in accordance with the Contract's termination provisions, including Termination for Convenience. The Director of DMH will notify the Board of such termination action.

Contract Amount: \$1,458,000

APPROVAL TO EXECUTE A SOLE SOURCE CONTRACT WITH PANORAMIC SOFTWARE, INC. TO REPLACE THE CLIENT AND ASSET MANAGEMENT SYSTEM

FINANCIAL ANALYSIS:

Contract costs:

Data Conversion, Training, System Deployment	\$	115,000
Hosting, Maintenance, Support (3 years)	\$	1,343,000

Total costs:..... \$ 1,458,000

Notes:

The Maximum Contract Sum for the initial three-year term of the Contract is \$1,458,000. Funding for the first year of the Contract is included in DMH's FY 2023-24 Final Adopted Budget and funded by Realignment – Mental Health revenue. Funding for future years will be requested through DMH's annual budget process. The Department did not allocate Pool Dollars for this project.

RISKS:

1. Quality of Services: In 2011, DMH's PG and Treasurer and Tax Collector's (TTC) Public Administrator worked with cFive Information Systems to develop CAMS using Oracle software. However, this legacy system has reached end-of-life and will not be supported long term. Oracle will only support the CAMS legacy system for another year during which the Panoramic system will be implemented. Because of the end-of-life issue, this Contract is time sensitive in order to avoid interruption to DMH's client and asset management responsibilities.

The proposed Contract for the new cloud-based system includes an appropriate Service Level Agreement that requires 99 percent system availability during prime hours (7:00am-7:00pm) and 95percent system availability during non-prime hours (7:00pm-7:00am). Severity Levels for outages are clearly defined (Urgent, High, Medium, Low) each with its documented response time and specific service credits if response times are not met. Outage Notification Objectives are also documented. There is also a Quality Assurance Plan that the County will use to evaluate the Contractor's performance and Quality Control and Business Continuity Plans that the Contractor must establish to ensure that requirements of the Contract are met. Each Contractor invoice will include a 20 percent Holdback to be released at after Final Acceptance. The SOW for this proposed Contract is well-structured and includes key Deliverables including:

- Implementation Plan
- Data Conversion and Migration Plan
- Conversion Test Results
- Testing Strategy, Plans and Procedures
- System Training and Documentation

APPROVAL TO EXECUTE A SOLE SOURCE CONTRACT WITH PANORAMIC SOFTWARE, INC. TO REPLACE THE CLIENT AND ASSET MANAGEMENT SYSTEM

- 2. Project Management and Governance:** The Office of the Chief Information Officer (OCIO) recommends strong project governance and a dedicated project manager to adhere to schedule, budget, scope, and to manage vendor performance. The OCIO has verified that there will be an Executive Sponsor and Project Manager from DMH. Because DMH's PG and TTC's Public Administrator currently share a system (CAMS), the OCIO requested that the departments explore the possibility of remaining on one system (CAMS) to improve costs and negotiating position. However, after exploring that option, TTC determined that there was no advantage to remaining on one system because the Contractor provides the PA and PG modules separately. TTC and DMH explored multiple options before recommending this sole source Contract, including working with Internal Services Department and Oracle to discuss extended support for the current system. However, because of the risks associated with that option, the decision was made not to pursue that option. Instead TTC and DMH conducted a market scan and tested multiple systems before selecting Panoramic. The system offered by Panoramic is unique to PG, and Panoramic currently provides software solutions to the majority of similar programs statewide.
- 3. Information Security:** The County's Office of the Chief Information Security Officer reviewed the security components of this Contract and indicated that the security documents are in order for a Software-as-a-Service implementation – including the Business Associates Agreement under HIPAA and the Information Security and Privacy Requirements Exhibit. The Contract includes Cyber Liability insurance with limits of \$2 million per occurrence and \$5 million in the aggregate.
- 4. Contract Risks:** No Contract risks have been identified. County Counsel approved the proposed Contract as to form. The Contract includes Commercial General Liability insurance of \$1 million per occurrence and \$2 million in the aggregate.

PREPARED BY:

Henry Balta

(NAME) DEPUTY CHIEF INFORMATION OFFICER

2/22/2024

DATE

APPROVED:

Peter Loo

PETER LOO, ACTING CHIEF INFORMATION OFFICER

2/22/2024

DATE

