



County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: May 6, 2020
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: (415)655-0001**
TELECONFERENCE ID: 499572278

To join via phone, dial (415)655-0001, then press 499572278#, then press # when prompted for attendee number ****IF DIALING IN PLEASE CALL IN AT 1:45 P.M. TO FACILITATE PARTICIPANT CHECK-IN****

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Two (2) minutes are allowed for each item.

1. **Call to order – Rick Velasquez/Gevork Simdjian**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
NEW USER FEES FOR COUNTY OWNED AND OPERATED ELECTRIC VEHICLE CHARGING STATIONS
ISD – Minh Le, General Manager and
Laura Iannaccone, Administrative Manager X
 - B) Board Letter:
INTRODUCTION OF AN ORDINANCE TO ESTABLISH ANNUAL RENTAL REGISTRATION FEES RELATED TO THE MOBILEHOME RENT STABILIZATION ORDINANCE (MRSO) AND RENT STABILIZATION ORDINANCE (RSO)
DCBA – Dana Pratt, Chief, Consumer and Business Affairs

CONTINUED ON PAGE 2

C) Board Letter:
APPROVE CONTRACT AMENDMENT FOR NEW TALLY SYSTEM AND
BALLOT LAYOUT APPLICATION SUPPORT SOFTWARE FOR THE
VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) PROJECT CONTRACT
NUMBER 18-003 WITH DIGITAL FOUNDRY AND APPROVE
APPROPRIATION ADJUSTMENT
RR/CC – Dean Logan, Registrar-Recorder/County Clerk and
Aaron Nevarez, Division Manager

D) Board Letter:
APPROVAL OF EXERCISE OF AN EXISTING CONTRACT EXTENSION
TO AGREEMENT NO. HA-707648 WITH GARTNER, INC. FOR
SPECIALIZED INFORMATION TECHNOLOGY CONSULTING SERVICES
DHS – Julio Alvarado, Director, Christopher Kinney, Section Manager and
Lillian Anjargolian, Deputy County Counsel

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 minutes each speaker)

5. **NOTICE OF CLOSED SESSION:**

CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION
(Subdivision (a) of Government Code Section 54956.9)

6. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

DPW – SOLE SOURCE AGREEMENT WITH ECONOLITE SYSTEMS, INC.
FOR IMPLEMENTATION AND MAINTENANCE OF TRAFFIC CONTROL
SYSTEM

CEO/SI – RECOMMENDATION TO AWARD NON-FINANCIAL CONTRACT TO
OPERATE THE VAN NUYS CIVIC CENTER CHILD DEVELOPMENT CENTER

CEO/RE – PROPOSED SALE OF COUNTY PROPERTY NORTHWEST
CORNER OF ALTADENA GOLF COURSE

LASD – ADVANCE NOTIFICATION TO NEGOTIATE SOLE SOURCE
AMENDMENT WITH IDEMIA IDENTITY AND SECURITY USA, LLC

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	5/6/2020	
BOARD MEETING	5/26/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All Districts	
DEPARTMENT	Internal Services Department (ISD)	
SUBJECT	Request approval for electric vehicle charging station user rate and to designate ISD as lead on electric vehicle (EV) infrastructure deployment for County departments.	
PROGRAM	Electric Vehicle Program	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	The County is not charging a fee to use its Electric Vehicle charging infrastructure, and thus, not recovering electricity or operational and maintenance costs. Without a mechanism to recover costs, ISD may not have the resources to support EV charging station operations, including continued maintenance and repairs. Collecting user fees as soon as possible is critical to ensuring that the current chargers do not fall into disrepair and to reduce the County's utility expenses incurred by hosting departments.	
COST & FUNDING	Total cost: \$ N/A	Funding source:
PURPOSE OF REQUEST	To date, charging stations have been free to all users. Board approval is required to establish a user fee at all County-owned and operated charging stations. Board approval is also necessary to ensure that the County can develop a harmonized and systematic approach to EV charging station deployment.	
BACKGROUND (include internal/external issues that may exist)	<p>Since 2015, 430 EV charging stations have been installed throughout the County using ad-hoc sources of funds. These stations provide charging services at no cost to users. In addition, new charging stations are in high demand to fuel County EV fleets, by employees, and by the public. ISD requires a sustainable source of funds to maintain infrastructure, meet the new targets set forth in the County's Sustainability Plan, and to install infrastructure for fueling County EV fleet. In FY 2019-2020, CEO provided ISD with \$1M in seed money as part of a multi-year \$10M request, to be used to deploy new charging stations. Given the current budget reality of COVID-19, ISD's request for \$2.5M in FY 2020-2021 may be unavailable. Approval by the Board of a user fee, while important before, is now even more crucial given the uncertainty of future funding. The fees will help to recover electricity costs (currently estimated at \$0.13 per kilowatt hour), pay for ISD's growing O&M costs, and recover the amortized cost of EV charging stations. An ICF cost recovery analysis estimates that it will take 10 years to recover costs at the \$0.30/kWh user fee. At that user fee level, the cost to charge an EV is less than the equivalent cost to refuel a similar sized vehicle with gasoline. In addition to the user fees, ISD will continue to seek grants, rebates, and incentives to help pay for new EV charging station installations. Applying user fees will help ISD to continue supporting these services. Establishing ISD as the lead department for EV charging station deployment is necessary to create a harmonized network across all County departments. Currently, charging stations are on four separate networks, which creates hurdles for users and adds cost to the County for maintaining the different networks and hardware. ISD has been supporting departments for several years, but a more coordinated and centralized approach will help guarantee a harmonized, well-functioning system that keeps costs low.</p>	
DEPARTMENTAL AND OTHER CONTACTS	Minh Le, General Manager (323) 267-2006, msle@isd.lacounty.gov	Laura Iannaccone, Administrative Manager X (562) 417-6077, liannaccone@isd.lacounty.gov



Selwyn Hollins
Acting Director

County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

Telephone: (323) 267-2101
FAX: (323) 264-7135

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May 26, 2020

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

Dear Supervisors:

HEARING ON NEW USER FEES FOR COUNTY-OWNED AND OPERATED ELECTRIC VEHICLE CHARGING STATIONS (ALL SUPERVISORIAL DISTRICTS - 3 VOTES)

SUBJECT

The Internal Services Department (ISD) recommends the establishment of a new user fee at County-owned and operated electric vehicle (EV) charging stations at all County facilities.

IT IS RECOMMENDED THAT YOUR BOARD AFTER THE PUBLIC HEARING:

1. Authorize ISD to establish new user fees at all County-owned and operated EV charging stations and, to adjust rates, as necessary following review by the Auditor-Controller; and
2. Upon approval of a user fee, establish ISD as the lead County department for deploying charging station infrastructure and collecting data on clean transportation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On December 30, 2015, your Board approved the creation of a Centralized Countywide Vehicle Fuels Procurement and Fuels Management Program (Program). Under this Program and utilizing matching funds, ISD has overseen charging station infrastructure deployment as well as maintenance and operations. This funding, however, has been insufficient to reach the County's 2015 goal of 500 charging stations by 2017 and is

insufficient to meet the County's adopted Sustainability Plan goals of installing 5,000 charging stations by 2025 and 15,000 charging stations by 2035. The biggest impediment to faster electrification of the County's fleet and personal vehicles is a lack of EV charging infrastructure.

Deployment of charging stations throughout the County will require a sustainable source of funds and the ability to recover operating costs from users. ISD hired a consultant, ICF International, to evaluate a charging station per kilo-watt hour (kWh) rate. The analysis recommends establishing electric vehicle charging station user fees at \$0.30/kWh and \$0.45/kWh during peak, time-of-use hours. These fees will cover the County's electricity and infrastructure costs, as well as ongoing maintenance and networking fees. The fee recommended for the County is consistent with those of other municipalities and less than the cost of a gasoline equivalent gallon. The Auditor-Controller has reviewed and concurs with the user fee and budget methodology (Attachment 1).

The County currently operates and maintains four different networking providers due to the absence of a strategic deployment plan and Countywide infrastructure contracts. Charging stations were installed on an ad-hoc basis by departments over the past several years, which has created barriers to efficient maintenance and ease of use for customers. In 2019, ISD competitively solicited and awarded a Master Agreement for charging station equipment that has smart charging technology, which is designed to minimize negative impact on electricity supply infrastructure and peak demand charges. ISD recommends that ISD be the lead department on countywide charging station installations to ensure that this technology is installed at all future locations. This will ensure a streamlined electrified transportation system, a harmonized user and reporting system, and a common platform for continued maintenance and networking.

ISD will provide the Board with a report on the status of EV charging station deployments after 18 months of operation, which will include usage data, analysis of the user fee, any proposed changes to the user fee, and any further recommendations on deployment. The user fee will be applied, and data collected on all newly installed charging stations. On the 430 existing charging stations installed throughout the County, users will continue to receive free charging until the technology is converted.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support the County's Strategic Plan Goal II, Foster Vibrant and Resilient Communities via strategy II.3.5 Support a clean, flexible, and integrated multi-modal transportation system that improves mobility.

FISCAL IMPACT/FINANCING

The user fee will allow the County to recover electricity costs, which was approximately \$250,000 in 2019 and will increase each year. The fee, together with grants and rebates,

will also cover annual networking fees and ongoing maintenance costs as well as recover the upfront costs of EV charging station installation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board of Supervisors adopted the County of Los Angeles Sustainability Plan on August 6, 2019. The Plan sets the framework for the County to be instrumental in providing a zero-emission transportation system. ISD is directly responsible for achieving the charging station installation targets of 5,000 charging stations by 2025 and 15,000 charging stations by 2035.

Several County departments have requested EV charging stations. They are supportive of the County applying a user fee, as a means of recouping electricity costs. Departments, including Health Services have already signed on to working with ISD (see signed Service Level Agreements, Attachment 2).

Required public hearing notice was given pursuant to the procedures and requirement set forth in Government Code 66018 and 6062(a).

ENVIRONMENTAL DOCUMENTATION

These projects are categorically exempt from the provisions of CEQA pursuant to Section 15301(a), (d), and (f) of CEQA guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of a user fee and designating ISD as the lead agency for EV charging station deployment will facilitate long-term EV infrastructure planning; provide a secure source of funding for future charging stations; support on-going County operational and maintenance costs; and create a unified charging network for all County fleet, employees, and the public.

CONCLUSION

The County is significantly behind in the adoption of electric vehicles and charging infrastructure across our fleet and facilities. There is high demand for significantly more charging stations from departments for their fleet operations and to meet employees' demands to charge personal vehicles. The transition to zero-emission vehicles by the County's fleets and employees can only be supported by a sustained funding model for charging infrastructure. Applying a user fee at charging stations will create this funding model and allow the County to recover capital and operational expenses, help accelerate the deployment of charging infrastructure at County sites and achieve its goal of installing approximately 1,000 charging stations a year through 2035. Upon Board approval, ISD will begin applying the approved user fee at all locations with the new technology and

begin collecting user data. ISD will report back in 18 months on the impact of switching from a free to rate-based model on user behavior as well as on the appropriate long-term fee structure.

Respectfully submitted,

SELWYN HOLLINS
Acting Director

Enclosures

c: Executive Office, Board of Supervisors
Chief Executive Officer
Chief Sustainability Officer
County Counsel
Auditor-Controller



ARLENE BARRERA
AUDITOR-CONTROLLER

**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

ADDRESS ALL CORRESPONDENCE TO:
ACCOUNTING DIVISION
500 W. TEMPLE ST., ROOM 603
LOS ANGELES, CA 90012-3682

March 12, 2020

TO: Mike Willis
Budget Manager
Internal Services Department

FROM: Elaine Boyd 
Division Chief

SUBJECT: **ELECTRIC VEHICLE CHARGING USER FEE METHODOLOGY**

As requested, we reviewed your proposed Electric Vehicle Charging User Fee methodology. The fees are based on statistics and estimates that we cannot validate. However, the methodology used to develop the fees appears to be reasonable. Because State and federal regulations require that all fees charged to County departments be based on actual cost, we recommend that the fees be reviewed annually to ensure that billings do not exceed costs in any given year.

If you have any questions, please contact Katherine Bomgardner at (213) 893-0972.

EB:RA:KB

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INTERDEPARTMENTAL AGREEMENT

**WITH ISD AND DHS FOR INSTALLATION AND MANAGEMENT OF
ELECTRIC VEHICLE CHARGING STATIONS
LOCATED AT: 313 N. FIGUEROA, LOS ANGELES, CA 90012**

Effective Date: 3/26/2020





**Internal Services Department
Energy and Environmental Services
Environmental Initiatives Division
Interdepartmental Service Level Agreement**

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1. OVERVIEW:

The County of Los Angeles (County) aims to be at the forefront of promoting electric vehicle (EV) adoption and contributing to the expansion of charging infrastructure through the region. Transitioning from internal combustion engines to battery electric, plug-in hybrids, and other clean options is critical for improving air quality and reducing greenhouse gas emissions from vehicles in California. The Board of Supervisors adopted the County Sustainability Plan in August 2019 which directs the County to install 5,000 EV charging stations by 2025 and 15,000 charging stations by 2035. The Plan also directs the County to have 100% of new non-emergency light-duty vehicle purchases be zero-emissions by 2025 and 100% of medium-duty vehicles and emergency light-duty vehicle purchases be zero-emissions by 2035. By 2045, 100% of all vehicles in the County fleet are expected to be zero-emissions. Having the EV charging infrastructure (EVSE) in place throughout the County is pivotal to this transition as well as to promote continued adoption of EVs by County employees and the public.

ISD's Energy and Environmental Services (EES) coordinates energy efficiency, conservation, and sustainability programs to increase utilization and maximize the efficient use of natural resources within County operations and throughout the Southern California region. Specifically, the Environmental Initiatives Division (EID) of ISD is leading the initiative for purchasing, installing and commissioning EVSEs throughout the County and coordinating with departments on new EV purchases. Over the past several years, ISD has been the primary department installing EVSEs, which have been offered to employees and the public at no cost. A no cost service is not a sustainable model to maintain existing infrastructure or to meet the County's transportation electrification targets.

ISD is in the process of seeking approval from the Board of Supervisors (BOS) to move from a free service to a cost recovery model for all new and existing EV charging stations throughout the County. A Charge Back Analysis determined that the County should charge users \$0.30 per kilowatt-hour, which is less than a gallon equivalent of gasoline. ISD is working with fleet services and the Chief Information Office to collect these user fees. Once the BOS has approved the user rate, ISD will enable the charging equipment to begin collecting the fees and will be applied to fleet vehicles, employees and the public. These fees will be collected into a County-established Electric Vehicle Charging Infrastructure Fund, managed by ISD. Fees, County CEO funding, grants, rebates, and incentives will be stored in this fund to pay for ongoing maintenance and networking fees and as manage and deploy additional charging stations around the County.

ISD competitively bid and awarded a master agreement to PowerFlex, an EV charging station supplier that allows for managed charging designed to minimize negative impacts on electricity supply infrastructure and reduce peak demand charges. The master agreement is available to all County departments with the intent to harmonize EVSE technology across the County.

2. INTERDEPARTMENTAL SERVICE LEVEL AGREEMENT – PURPOSE:

The purpose of the Interdepartmental Service Level Agreement (SLA) is to ensure that the proper elements and commitments are in place to provide consistent quality and centralized management of installing EVSEs to participating County Departments (Customer).

3. PARTIES:

The following parties will be used as the primary parties associated with this SLA:

3.1 . Provider: EES3.2. Customer: DHS

4. PERIODIC REVIEW:

This SLA is valid from the Effective Date outlined herein and is valid until further notice. This SLA should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current SLA will remain in effect.

5. EES RESPONSIBILITIES:

The following services are the responsibility of EES in the ongoing support:

5.1 Project Management/Customer Support

- 5.1.1. Coordinate with and provide guidance to Customer on EVSE expansion.
- 5.1.2. Provide direction to Customer in areas relating to State, Federal, and utilities regulations.
- 5.1.3. Coordinate participation in utility incentive programs, such as the Southern California Edison Charge Ready Program.
- 5.1.4. Manage charging equipment and installation contracts.
- 5.1.5. Respond to service-related questions, and/or requests submitted by the Customer within three (3) business days.
- 5.1.6. Maintain networking services and provide monthly service reports.
- 5.1.3. Act timely on issues reported by Customer for quick turnaround solutions.
- 5.1.4. EES Contact Information:

E-mail address: EVProgram@isd.lacounty.gov

Address: 1100 N. Eastern Ave, Los Angeles, CA 90063

5.2. Amendments/Change Notices

- 5.2.1. Responsible for facilitating regular reviews of this SLA. Contents of this SLA may be amended as required, provided mutual agreement is obtained from EES and Customer and communicated to all affected parties.
- 5.2.2. Issue updates and policy changes pertaining to State and Federal and utilities regulations.
- 5.2.3. Incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

5.3. Equipment/Signs/Striping

- 5.3.1. ISD will:

5.3.1.1. Procure electric vehicle charging equipment by an approved vendor and cover all related installation labor and inspection costs.

5.3.1.2. Cover all EVSE installation costs except for incidentals as described in Section 6.2 of this document.

5.3.1.3. Cover all costs and work associated with the fabrication of state required EVSE signage and striping.

5.3.2. Administrative:

Ensure compliance with administrative documents (e.g., insurance, terms and conditions, etc.) in conjunction with ISD Contracting Division.

5.3.3. EV Infrastructure Budget:

User fees collected will be used to reimburse Customer for electricity used at each charger, which will be reconciled from a monthly report prepared and sent to ISD by PowerFlex each month (see Section 7). The remaining fees will be placed into an ISD Operating Budget to pay for O&M costs and pay back the upfront costs of the EVSE installation.

6. CUSTOMER RESPONSIBILITIES:

Customer responsibilities and/or requirements in support of this SLA include:

6.1. Main Point of Contact

Designation of appropriate Main Point of Contact who will be responsible for:

6.1.1. Review and sign off on all relevant documents.

6.1.2. Review and sign off on designs/drawings.

6.1.3. Act as point of contact between Customer and EES representative.

6.1.4. Designate an alternate point of contact.

6.1.5. Report issue(s)/problems to EES.

6.1.6. Notification to EES of any change in the name, phone number, or email address of

Customer's main point or alternate contact.

6.1.7. Reasonable availability to meet or answer any questions that arise.

The responsible individual and alternate are specified below (Main Point of Contact):

Name: Marta Garcia Sheffield (Main)

Title: Chief, Facilities Management, HS

Phone number: (213) 288-8129

E-mail address: msheffield@dhs.lacounty.gov

Name: Cecilia Galdones (Alternate)

Title: Facilities Planner, HS
Phone number: (213) 288-8129
E-mail address: cgaldones@dhs.lacounty.gov

6.2. Southern California Edison Program Eligibility (if applicable): NOT APPLICABLE FOR THIS SITE

ISD is participating in the Southern California Edison (SCE) Charge Ready Program. The program is designed to deploy the infrastructure needed to serve qualified charging stations at various County locations. Selection criteria is based on several key elements. ISD will work with Customer to see if eligible. If Customer meets criteria, their responsibilities include but are not limited to:

- 6.2.1. Coordinate with ISD for site selection for Charge Ready II Program.
- 6.2.2. Work with the Chief Executive Office Real Estate Division (CEO/RED) to obtain Permit to Enter and Easements.
- 6.2.3. Maintain landscaping surrounding the EVSE's (e.g., pruning of trees/shrubs/vegetation).
- 6.2.4. Agree to participate in program for at least 10 years.
- 6.2.5. Agree to have user data monitored by SCE, ISD, and PowerFlex.
- 6.2.6. Agree to participate in SCE's Demand Response (DR) programs.
- 6.2.7. Incidental Costs:

In the course of the initial construction of the EV charging stations, there may be incidental expenses that are site specific, such as rerouting irrigation, plumbing, striping, or general electrical or re-landscaping that the customer will be responsible for paying. These incidental costs are expected to be nominal but should be planned and budgeted. The ISD Project Manager will communicate all incidental costs associated with the installation with the customer in advance of expenditure. ISD will supply guidance on performing any incidental repairs or work as a result of the Charge Ready Program. Below is a sample budget from an ISD project at Eastern Headquarter that highlights Customer-related costs.

Budget Item	Type	Item	cost	
ISD	Equipment	Signage	\$	3,000
ISD	Equipment	Wheel Stops	\$	2,500
ISD	Equipment	Chargers	\$	80,588
ISD	Equipment	Striping	\$	7,698
ISD	Labor	Pedestal Inspection	\$	440
ISD	Labor	FOS electricians	\$	6,900
ISD	Labor	Project Management	\$	58,274
Customer	Equipment	Landscaping	\$	18,850
Customer	Equipment	Irrigation Repair	\$	5,000
Total			\$	183,249

7. ELECTRICITY COSTS & REPORTING:

ISD will collect all charging station user fees into its Operating Budget and manage user activity data. Specifically, ISD will:

- 7.1.** Provide report(s) to Customer on usage by location and charger on a monthly basis.
- 7.2.** User fees will be used to pay for electricity.
 - 7.2.1.** If Customer pays ISD for energy costs, ISD will apply a credit to the monthly utility fees.
 - 7.2.2.** If Customer pays directly for electricity costs, ISD will use the monthly PowerFlex usage reports to establish electricity costs per location and per charger. ISD will transfer the established electricity costs to the Customer monthly.
 - 7.2.3.** For fleet vehicles, Customer will receive EV charging fees through the monthly fleet fuel bill based on monthly reports from Asset Works.
- 7.3.** The remainder of the funds will be deposited into the Operating Budget for ongoing maintenance and operations of the EVSEs and for other EVSE projects.
- 7.4.** ISD will apply for and collect all rebates, grant funding, and credits and will deposit into the Operating Budget.
- 7.5.** The Operating Budget will be used to pay for continued deployment of EV charging stations throughout the County in collaboration with Customers, ongoing maintenance and networking.

8. OPERATION AND MAINTENANCE COSTS:

Operation and Maintenance (O & M) costs of EV charging stations vary depending on the quantity of charging equipment, and utilization. Typical on-going costs include electricity charges, maintenance, and network fees. ISD will fund standard maintenance and networking fees installed under this agreement. Customer is expected to monitor user behavior and daily issues, provide the necessary security to minimize vandalism of chargers. If a charging station is damaged or vandalized, Customer will be responsible for filing a police report and notifying EES.

- 8.1.** Electricity Costs: Electricity costs are generally comprised of two separate factors: electricity consumption and demand charges. As mentioned in Section 1, ISD is seeking BOS approval to charge a per kilowatt-hour rate.
- 8.2.** Maintenance and Networking Costs: Maintenance and networking costs are covered under ISD's Master Agreement for 1 year. ISD agreed to oversee and manage ongoing maintenance and networking.

9 APPROVALS

Customer must grant authority to its assigned Main Point of Contact to make decisions, sign documents and approve on behalf of the Customer as a

By signing below, EES and Customer agree to all terms and conditions outlined in

Customer

Internal Services

By: 

By:

Print Julio C.

Print Name:

Title Director, Contracts and Grants

Title:

Date: March, 3

Date:

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	5/6/2020	
BOARD MEETING	5/26/2020	
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts	
DEPARTMENT	Department of Consumer & Business Affairs (DCBA)	
SUBJECT	Introduction of an Ordinance to Establish Annual Rental Registration Fees Related to the Mobilehome Rent Stabilization Ordinance (MRSO) and Rent Stabilization Ordinance (RSO)	
PROGRAM	N/A	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$ 0	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Recommendation to adopt the proposed Ordinance establishing a two-tiered annual rental registration fee related to the MRSO and RSO in the amounts of \$90 for “Fully Covered Units” and \$30 for “Just-Cause Only Units” in unincorporated Los Angeles County, to recover the costs for administering and enforcing the MRSO and RSO.	
BACKGROUND (include internal/external issues that may exist)	Pursuant to your Board’s direction, DCBA is authorized to charge fees to recover the costs for administering and enforcing the adopted MRSO and RSO. DCBA proposes a tiered-fee structure that are grouped into the following two categories subject to the terms of the MRSO and RSO: (1) Fully Covered Units (Rent Stabilized), and (2) Just-Cause Only Units (Not Rent-Stabilized, but subject to just cause protections). Fees are based on a composite of the units and the category they fall under, as well as the assortment of resources necessary for administering services. Through this fee ordinance, landlords of Partially Covered Rental Units will be required to pay \$30 annually for each unit used for rent, including single-family homes, condominiums, and recently constructed units. Landlords of Fully Covered Rental Units will be required to pay \$90 for each unit planned for rent. Landlords are also entitled to pass through up to half of the annual registration fee for fully covered rental units (up to \$45) to the tenants. The Department of Auditor-Controller reviewed and approved by the proposed two-tiered fees and determined them reasonable for providing necessary programmatic services and duties.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Dana Pratt, Chief Department of Consumer & Business Affairs 213-634-5923 dpratt@dcba.laounty.gov	



BOARD OF SUPERVISORS

Hilda L. Solis
Mark Ridley-Thomas
Sheila Kuehl
Janice Hahn
Kathryn Barger

COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AND BUSINESS AFFAIRS

"To Enrich Lives Through Effective and Caring Service"



Joseph M. Nicchitta
Director

Rafael Carbajal
Chief Deputy

Joel Ayala
Chief of Staff

May 26, 2020

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

Dear Supervisors:

**INTRODUCTION OF AN ORDINANCE TO AMEND LOS ANGELES COUNTY CODE
TITLE 8 - CONSUMER PROTECTION, BUSINESS AND WAGE REGULATIONS
TO ESTABLISH ANNUAL RENTAL REGISTRATION FEES
RELATED TO THE MOBILEHOME RENT STABILIZATION ORDINANCE
AND RENT STABILIZATION ORDINANCE
(ALL DISTRICTS) (3 VOTES)**

SUBJECT

Pursuant to your Board's direction, the Department of Consumer and Business Affairs (DCBA) recommends your Board introduce and set for adoption the attached Ordinance that establishes a two-tiered structure for rental registration fees pursuant to the Mobilehome Rent Stabilization Ordinance (MRSO) and Rent Stabilization Ordinance (RSO) in the amounts of \$90 for rental units subject both to rent regulation and just cause provisions ("Fully Covered Units"), and \$30 for rental units subject only to just cause provisions ("Just-Cause Only Units"). Landlords and Mobilehome Park Owners in the unincorporated area will be required to pay the associated rental registration fees annually per unit, including single-family homes but excluding units where landlords and tenants share a living space. Landlords of Fully Covered Units will be entitled to pass up to half of the annual fee to tenants, prorated on a monthly basis.

Due to the widespread economic hardship caused by the COVID-19 pandemic, DCBA will waive all registration fees for landlords who register their units pursuant to MRSO and RSO provisions no later than March 31, 2021.

IT IS RECOMMENDED THAT THE BOARD OF SUPERVISORS:

1. Introduce, waive reading, and place on the Board of Supervisors' agenda for adoption on May 26, 2020, the attached Ordinance establishing a two-tiered rental registration fee related to the MRSO and RSO in the amounts of \$90 for Fully Covered Units and \$30 for Just-Cause Only Units in unincorporated Los Angeles County, effective June 25, 2020;
2. Find that approval of this Ordinance is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this letter.
3. Provide the Director of DCBA delegated authority to waive all registration fees for landlords who register their rental units pursuant to the MRSO and RSO by March 31, 2021, and authorize the Director to waive fees again after March 31, 2021 if necessary due to economic impacts caused by the COVID-19 pandemic.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to require landlords and mobilehome park owners who rent units which are subject to the administration and enforcement of the MRSO and RSO, including the "just cause" eviction protections, to pay an annual fee directly related to the financial responsibility placed upon DCBA in carrying out necessary programmatic services and duties.

The MRSO and RSO, adopted by your Board on November 19, 2019, protects tenants and mobilehome owners in unincorporated Los Angeles County from excessive rent increases and evictions without just cause, while also ensuring landlords receive a fair return on their investments. The MRSO and RSO include an annual requirement for all landlords of rental properties to register each rental unit, reporting requirements, due processes, appeals through a Rental Housing Oversight Commission (RHOC), and relocation assistance benefits to tenants. Pursuant to the adopted Ordinances, DCBA is authorized to charge fees to recover the costs for administering and enforcing these provisions.

DCBA proposes a tiered-fee structure that is grouped into the following two categories subject to the terms of the MRSO and RSO:

- **Fully Covered Units** (Rent-Stabilized) – Dwelling units or Mobilehome spaces that are subject to Rent Stabilization and "just cause" eviction protections under the Ordinances;
- **Just-Cause Only Units** (Not Rent-Stabilized but subject to Just Cause Protections) – Dwelling units or Mobilehome spaces subject to the just cause eviction protections, but exempt from the Rent Stabilization provisions of the Ordinances (such as single-family homes, condominiums, and recently constructed units)

Under this tiered structure, fees will be set based on a composite of the units and the category they fall under, as well as the assortment of resources necessary for administering services. This includes staff time to monitor and review required applications and appeals, enforcement costs, administering applicable “just cause” protections, and the creation and maintenance of the registration system.

Tiered Rental Registration Fees

Current estimates indicate there are 66,790 Just-Cause Only Units and 55,500 Fully Covered Units subject to the MRSO and RSO in unincorporated Los Angeles County. Through the proposed fee ordinance, landlords of Just-Cause Only Units will be required to pay an annual registration of **\$30** per unit, including single-family homes but excluding units where landlords and tenants share a living space, condominiums, and recently constructed units. This fee includes services to inform and enforce “just cause” eviction protections, including counseling, resolution of disputes in cases of eviction, registration and data tracking, and other related tasks.

Landlords of Fully Covered Units will be required to pay an annual rental registration fee of **\$90** for per unit or mobilehome space. The proposed fee amount for Fully Covered Units reflects the cost of providing services related to “just cause” protections, plus the cost of providing services for units subject to the rent regulation provisions of the RSO and MRSO. This includes, but is not limited to, reviewing applications for rent adjustment, tracking of Maximum Allowable Increases, processing fair-return applications, supporting the RHOC in the development of policies and procedures, staffing appeal hearings to the RHOC, enforcing violations of rent limits, and other related tasks. Landlords of Fully Covered Units are entitled to pass through up to half of the annual registration fee (up to \$45) to the tenants.

Fees will be payable annually and due on or before September 30th of each calendar year and must be paid as a condition of registering the rental units with the County. Any property owner who fails to pay the annual rental registration fee by September 30th of each year will be assessed a penalty in the amount equal to 10% of the unpaid balance of each dwelling unit, including the unpaid balance remaining from unpaid rental registration fees and late fees from prior years. The penalty may be waived if DCBA determines that reasonable cause exists for failure to pay the rental registration fee by the annual due date.

Comparison with Other Jurisdictions

In comparison with rent stabilization programs in nine jurisdictions surveyed across the State, the proposed two-tiered fee structure differs from most other programs that implement a flat fee for eligible rental units. While it is challenging to have a true comparison across jurisdictions due to size, range of services, and variation of fees, the proposed tiered fees for Fully Covered Units and Just-Cause Only Units at \$90 and \$30, respectively, is lower than six jurisdictions surveyed, including City of Berkeley - \$250,

City of Mountain View - \$101, City of Oakland - \$101, City of Santa Monica - \$198, and City of West Hollywood - \$144. Among the jurisdictions surveyed, the City of Richmond is the only jurisdiction utilizing a tiered fee structure in the amount of \$212 for fully covered rental units, and \$112 for partially covered rental units.

Although the proposed tiered fee for Fully Covered Units (\$90) is higher than fees charged by the City of Los Angeles (\$38.75), the City and County of San Francisco (\$50), and the City of San Jose (\$85.04), the rent stabilization programs in these jurisdictions vary significantly. The City and County of San Francisco, for example, operationalizes their program solely through their Rent Board and does not manage a rental registry, which is a core feature of the County's program. As of April 2019, the City and County of San Francisco was assessing implementation of a rental registry, which is expected to increase its cost to operate the program. The City of Los Angeles charges landlords filing fees (up to \$50 for appeals) and application fees (\$25) on top of the annual registration fee. The proposed County two-tiered fee structure is tailored specifically for those subject to the MRSO and RSO and is inclusive of all services DCBA offers related to rent stabilization and just cause eviction protections, including counseling, resolution of disputes, review of applications for rent adjustment, capital improvements and primary renovations, tenant relocation, and appeals to the RHOC. Neither tenants nor landlords will be charged to access DCBA's services, other than the proposed annual fee.

The Department of Auditor-Controller reviewed and approved the proposed two-tiered fees and determined them to be reasonable for providing necessary programmatic services and duties.

If approved by your Board on May 26, 2020, the attached Ordinance will become effective on June 25, 2020.

FISCAL IMPACT/FINANCING

Adoption of this Ordinance by your Board will establish a two-tiered annual rental registration fee for all dwelling units covered by the MRSO and RSO to recover the reasonable regulatory and enforcement program costs associated with services provided by DCBA.

Based on the experiences of other jurisdictions that have established rent stabilization programs, it is likely that the County will not receive complete fee payments in the first several years of the program. Additionally, the recent COVID-19 pandemic has left landlords and tenants alike with substantial losses of income due to business closures, loss of hourly wages, or layoffs, hindering their ability to keep up with their rents and mortgages. Understanding the need for flexibility during this critical time, DCBA plans to waive all registration fees for Fiscal Year 2020-2021 for landlords that register their rental units pursuant to MRSO and RSO provisions no later than March 31, 2021. During this time, DCBA will provide landlords with information regarding registration requirements and additional resources available as part of the County's COVID-19 response. DCBA

will continue to work with the Chief Executive Office during the regular budget process to address funding needs for the RSO and MRSO programs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Pursuant to the MRSO and RSO, all landlords will be required to pay an annual registration fee per dwelling unit upon registration through a web-based Rental Housing Registry System. Under Proposition 26, fees charged for any service or regulatory activity must not exceed the reasonable cost of providing the service. DCBA recommends your Board approve the fees as proposed.

The Department of Auditor-Controller reviewed and approved the proposed tiered fees of \$90 for Fully Covered Units and \$30 for Just-Cause Only Units, while County Counsel prepared and approved the attached required fee ordinance that incorporates the proposed tiered fees.

Pursuant to Government Code Section 54986(a), the County must hold a public hearing prior to the adoption of a new fee or increase of existing fees, and a notice of public hearing shall be published pursuant to Government Code Section 6062a. In accordance with Government Code Section 6062a, an updated notice of the time and place of said meeting, including a general explanation of the fees, will be published on or before May 16, 2020.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Adoption of this Ordinance will establish appropriate fees that allow the DCBA to recover costs expended to administer and enforce the MRSO and RSO.

ENVIRONMENTAL DOCUMENTATION

The adoption of the Ordinance is exempt from California Environmental Quality Act (CEQA), pursuant to State CEQA Guidelines 15061(b)(3), in that there is no possibility that the implementation of this Ordinance will have significant effects on the environment.

CONCLUSION

Upon Board approval, please return one adopted copy of this letter to the Department of Consumer and Business Affairs.

Respectfully submitted,

JOSEPH M. NICCHITTA
Director
Department of Consumer and Business Affairs

JMN:DP:lm

c: Executive Office
 Auditor-Controller
 County Counsel

Enclosures (1)

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	5/6/2020	
BOARD MEETING	5/12/2020	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	(ALL DISTRICTS – 3 VOTES)	
DEPARTMENT		
SUBJECT	APPROVE CONTRACT AMENDMENT FOR VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) TALLY SYSTEM AND BALLOT LAYOUT APPLICATION SUPPORT FOR VSAP PROJECT SOLE SOURCE CONTRACT NUMBER 18-003 WITH DIGITAL FOUNDRY AND APPROVE APPROPRIATION ADJUSTMENT	
PROGRAM		
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: Digital Foundry developed the software for the VSAP Tally System and Ballot Layout (VBL) Application. Their unique experience and expertise is needed for further software development, election support and knowledge transfer to County staff.	
DEADLINES/ TIME CONSTRAINTS	The contract amendment needs to be executed in time for software development that will refine and enhance the VSAP Tally Solution and VBL Application in time for re-certification of the end to end VSAP System, prior to the November Presidential Election, as required by the California Secretary of State (SOS).	
COST & FUNDING	Total cost: \$13,600,000	Funding source:
	TERMS (if applicable): 6 months (contract end date extended from December 2020 to June 2021)	
	Explanation: The recommended amendment to the existing Sole Source Contract Number 18-002 with Digital Foundry increases the maximum contract sum by \$13,600,000, for a total contract cost not to exceed \$26,800,000. \$3,600,000 in funding for the proposed amendment has been granted the County's Fiscal Year (FY) 2019-20 IT Legacy Fund. Year two of the amendment (July 1, 2020 through June 30, 2021) estimated at \$10.0M will be funded by RR/CC from within the FY 2020-21 VSAP allocation – to be tentatively allocated in FY 20-21 Final Changes – or will be absorbed within the department's ongoing base budget.	
PURPOSE OF REQUEST	The Registrar-Recorder/County Clerk (RR/CC) requests Board authorization for the Registrar-Recorder/County Clerk, or designee, to execute Amendment Number Three to Sole Source Contract Number 18-002 with Digital Foundry (Attachment I), to make changes to the statement of work and pricing schedule, to extend the term of the contract to June 30, 2021, and to increase the contract sum by \$13,600,000 to provide additional services related to VSAP Tally System and Ballot Layout Application, increasing the total contract amount to \$26,800,000.	
BACKGROUND (include internal/external issues that may exist)	The VSAP solution obtained Secretary of State certification in January and was fully implemented for the march Primary Election. The VSAP solution is now going through extensive review and will be going through system enhancements, as a result of conditions placed on the certification as well as its performance in the Presidential Primary Election.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: Dean C. Logan, Registrar-Recorder/County Clerk, 562-462-2716, dlogan@rrcc.lacounty.gov Aaron Nevarez, Division Manager, 562-462-2800, anevarez@rrcc.lacounty.gov	



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

May 12, 2020

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

Dear Supervisors:

**APPROVE CONTRACT AMENDMENT FOR VOTING SOLUTIONS FOR ALL
PEOPLE (VSAP) TALLY SYSTEM AND BALLOT LAYOUT APPLICATION
SUPPORT FOR VSAP PROJECT
SOLE SOURCE CONTRACT NUMBER 18-003 WITH DIGITAL FOUNDRY AND
APPROVE APPROPRIATION ADJUSTMENT
(ALL DISTRICTS –3 VOTES)**

CIO RECOMMENDATION: (X) APPROVE

SUBJECT

The Registrar-Recorder/County Clerk (RR/CC) requests approval to amend Sole Source Contract Number 18-002 with Digital Foundry Inc. (Digital Foundry) for further system development and refinement of the Voting Solutions for All People (VSAP) Tally System and Ballot Layout (VBL) Application.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Registrar-Recorder/County Clerk, or designee, to execute Sole Source Amendment Number Three to Contract Number 18-002 with Digital Foundry (Attachment I), to make changes to the statement of work and pricing schedule, to extend the term of the contract to June 30, 2021, and to increase the contract sum by \$13,600,000 to provide additional services related to VSAP Tally System and Ballot Layout Application, increasing the total contract amount to \$26,800,000.

2. Approve the attached appropriation adjustment to transfer \$3,600,000 from the Committed for IT Enhancements to the Department's Services and Supplies (S&S) appropriation.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The agreement with Digital Foundry completes the development and implementation of the VSAP Tally System software to process and tally both Vote By Mail (VBM) and Ballot Marking Device (BMD) ballots. In addition, the agreement provides for further development of the VBL Application, which will use content from the Department's Election Management System to create VBM and BMD ballot print formats required as per VSAP specifications. At the conclusion of the contract, the Tally System and Ballot Layout Application will integrate with the overall VSAP solution, be tested and certified by the SOS for use in elections in the County of Los Angeles.

Approval of the recommended action will allow for execution of an amendment to the Contract with Digital Foundry to continue to design, develop, test, and refine the VSAP Tally System and VBL Application. The amendment will also provide support for the implementation of the new version of the VSAP VBL and Tally Solutions leading up to and during the November 2020 Presidential Election. Additionally, the amendment will allow for Knowledge Transfer to RR/CC staff. This Knowledge Transfer is key to ensure the RR/CC is able to sustain and support the VSAP VBL and Tally Systems without the need for vendor support.

System Development and Refinement

The refinement of system features, and addition of new functionalities is required by the California Secretary of State (SOS) as described in the Conditional Certification granted on January 24, 2020. These requirements include encryption of VSAP system components and implementation of cryptographic modules complying with or exceeding FIPS 140-2 standards. The implementation of these elements requires extensive software design, development and testing.

Furthermore, the need for further system development and refinement emerged during the implementation of the systems in the March 2020 Presidential Primary Election. The March election was the first implementation of the full VSAP Tally System; the first time the Tally System was used to tally BMD ballots in a live election. The implementation revealed that the system needs to be refined to increase capacity and streamline the process to increase efficiency.

November 2020 Presidential Primary Support

The RR/CC does not currently have the capacity and knowledge to fully operate the VSAP Tally System and the VBL application without assistance from Digital Foundry and its key system developers. The November Election will be the first time the RR/CC implements

the new post-recertification version of the VSAP end-to-end solution. In order to ensure a successful execution of that high-profile election, the RR/CC requires support from those most knowledgeable in the system- the system developers. These developers will assist in preparing for the election and during the voting period. These efforts include troubleshooting, capacity and resource planning, and general deployment support.

Knowledge Transfer

While RR/CC staff was involved in the development of the VSAP Tally System and VBL Application, competing priorities (such as running elections), time constraints and resource capacity limited the RR/CC staff's focus on this development effort. This prevented RR/CC staff from obtaining in-depth knowledge of the system intricacies. Furthermore, the RR/CC has seen turnover in the staff that was involved in system development, further exacerbating the situation. There is great need for Digital Foundry to conduct a deliberate knowledge transfer to ensure various members of RR/CC staff have the in-depth knowledge to continue to implement, operate and maintain the VSAP Tally System and VBL application without the need of a vendor.

Implementation of Strategic Plan Goals

This request supports the County Strategic Plan as follows:

Goal No. III, Realize Tomorrow's Government Today: Our increasingly dynamic, and complex environment, challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

FISCAL IMPACT/ FINANCING

The recommended amendment to the existing Sole Source Contract Number 18-002 with Digital Foundry increases the maximum contract sum by \$13.6M, for a total contract cost not to exceed \$26.8M. The County's IT Investment Board (ITIB) approved using IT Legacy Modernization Fund to pay for the estimated Fiscal Year (FY) 2019-20 cost of \$3.6M. The attached appropriation adjustment will allocate funding from obligated fund balance Committed for IT Enhancements to the Department's S&S budget for this purpose. Year two of the amendment (July 1, 2020 through June 30, 2021) estimated at \$10.0M will be funded by RR/CC from within the FY 2020-21 VSAP allocation – to be tentatively allocated in FY 20-21 Final Changes – or will be absorbed within the department's ongoing base budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Los Angeles County administers elections under the California Voter's Choice Act in which voters have the option of voting at any vote center over an eleven (11) day period or by using a VBM ballot. On January 24, 2020, the California Secretary of State (SOS) conditionally approved use of the VSAP BMDs and Tally Solution for the March 3, 2020 Presidential Primary Election. Use conditions for that certification require that the system be re-certified prior to its use in the November 2020 Presidential election.

The CIO has reviewed this Board Letter and recommends approval. The CIO further determined that a CIO Analysis is not required for the recommended action because there are no new technology items and the Amendment addresses only a continuation of software design, development and support services, and schedule and cost.

CONTRACTING PROCESS

On June 12, 2018, the Board authorized the Registrar-Recorder/County Clerk to execute Sole Source Contract #18-002 with a maximum amount of \$12,000,000 with Digital Foundry for software engineering and support services to develop the Voting Solutions for All People (VSAP) Tally System and Ballot Layout Application. On February 8, 2019, the Registrar-Recorder/County Clerk executed Amendment #1 with Digital Foundry for updates to County provisions and updates to the Statement of Work and Pricing Schedule which did not change the maximum contract amount. On May 24, 2019, the Registrar-Recorder/County Clerk executed Amendment #2 with Digital Foundry exercising ten percent (10%) delegated authority to complete a second version of the production software development and implementation build of the new Tally System and a build of the VSAP Ballot Layout Application components for a maximum contract amount of \$13,200,000.

Due to the conditions set forth by the California Secretary of State's Conditional Certification and the findings from the implementation of the VSAP Tally System and VBL Application in the March 2020 Presidential Election, further system development and refinement is needed. We recommend the Board authorize the RR/CC or designee to approve and execute an amendment to Sole Source Contract #18-002 to make changes to the statement of work, pricing schedule, contract sum and term of contract to provide additional development, support and knowledge transfer services.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended action will ensure software development services can be completed in time for the re-certification of the system prior to the November 2020 Presidential Election, as required by the California Secretary of State.

Respectfully submitted,

Reviewed by:

DEAN C. LOGAN

William S. Kehoe

Registrar-Recorder/County Clerk

Chief Information Officer

DCL:DM
VW:ca

Enclosure

c: Chief Executive Officer
County Counsel

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPT'S. 710
NO.

DEPARTMENT OF REGISTRAR-RECORDER/COUNTY CLERK

June 2, 2020

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2019-20

4 - VOTES

SOURCES

GENERAL FUND
A01-3052C
COMMITTED FOR IT ENHANCEMENTS
DECREASE OBLIGATED FUND BALANCE

USES

REGISTRAR-RECORDER AND COUNTY CLERK
A01-RR-2000-11300
SERVICES & SUPPLIES
INCREASE APPROPRIATION

SOURCES TOTAL: \$ 3,600,000

USES TOTAL: \$ 3,600,000

JUSTIFICATION

This appropriation adjustment reflects a transfer of \$3,600,000 from obligated fund balance Committed for IT Enhancements to the Registrar-Recorder and County Clerk Department's Services and Supplies budget for Digital Foundry contract.

AUTHORIZED SIGNATURE DEBBIE MARTIN, CHIEF DEPUTY RRCC

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR ---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY _____

B.A. NO. _____

20

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY _____

20

SOLE SOURCE CHECKLIST

Department Name: Registrar-Recorder/County Clerk

☐

New Sole Source Contract

☒

Existing Sole Source Contract

Date Sole Source Contract Approved: 06/12/2018

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
<input type="checkbox"/>	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an "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."
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input checked="" type="checkbox"/>	➤ Services are needed to address an emergent or related time-sensitive need.
<input type="checkbox"/>	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
<input checked="" type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ 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.
<input type="checkbox"/>	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
<input type="checkbox"/>	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
<input type="checkbox"/>	➤ 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.

Sheila Williams

Chief Executive Office

Digitally signed by Sheila Williams
DN: cn=Sheila Williams, o=CEO, ou=BOMB,
email=sWilliams@co.lacounty.gov, c=US
Date: 2020.04.29 17:16:55 -0700

Date

**AMENDMENT NUMBER THREE
TO CONTRACT #18-002
WITH
DIGITAL FOUNDRY
FOR
TALLY SYSTEM AND BALLOT LAYOUT
APPLICATION UNDER
VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) PROJECT**

**AMENDMENT NUMBER THREE
TO CONTRACT #18-002
DIGITAL FOUNDRY
TALLY SYSTEM AND BALLOT LAYOUT APPLICATION
UNDER THE
VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) PROJECT**

This Amendment Number Three ("Amendment Number Three") to Contract Number 18-002 ("Contract") is entered into this _____ day of _____, 2020 by and between County of Los Angeles, a political subdivision of the State of California ("County") and Digital Foundry, Inc., ("Contractor"). County and Contractor are sometimes hereinafter referred to collectively as the "Parties" and each individually as a "Party."

WHEREAS, the Contract was originally entered into by and between County and The Digital Foundry, Inc. ("Digital Foundry") on June 12, 2018 and approved by the County's Board of Supervisors on June 12, 2018;

WHEREAS, that Contract was further amended in that certain Amendment Number One dated February 8, 2019 to, among other things, (i) incorporate 5.7 (Default Method of Payment: Direct Deposit or Electronic Funds Transfer) (ii) incorporate 8.56 (Compliance with Fair Chance Employment Practices); (iii) incorporate Exhibit 23 (Compliance with Fair Change Employment Hiring Practices Certification); (iv) incorporate Section 8.57 Compliance with the County Policy of Equity; (v) replace Exhibit A (Statement of Work) with a new Exhibit A (Statement of Work) (Revised January 2019); (vi) replace Exhibit B (Pricing Schedule) with a new Exhibit B (Pricing Schedule) (Revised January 2019); (vi) replace Exhibit C (Contractor's Proposed Schedule) with a new Exhibit C (Contractor's Proposed Schedule) (Revised January 2019); (vii) replace Exhibit E (County's Administration) with a new Exhibit E (County's Administration) (January 2019)); and (viii) replace Exhibit F (Contractor Administration) with a new Exhibit F (Contractor Administration) (Revised January 2019);

WHEREAS, that Contract was further amended in that certain Amendment Number Two dated May 24, 2019 to, among other things, replace Exhibit A (Statement of Work) (Revised May 2019) with a new Exhibit A (Statement of Work) (Revised May 2019); (ii) replace Exhibit B (Pricing Schedule) (Revised January 2019) with a new Exhibit B (Pricing Schedule) (Revised May 2019) and (iii); replace Exhibit C (Contractor's Proposed Schedule) (Revised January 2019) with a new Exhibit C (Contractor's Proposed Schedule) (Revised May 2019); and

WHEREAS, County and Contractor wish to further amend the Contract to, among other things, (i) delete Section 4 (Term of Contract), Paragraph 4.1 of the Contract and replace with a new Section 4 (Term of Contract), Paragraph 4.1; (ii) increase the contract amount; (iii) delete Section 5 (Contract Sum), Paragraph 5.1 (Total Contract Sum) of the Contract and replace with a new Section 5 (Contract Sum), Paragraph 5.1 (Total Contract Sum); (iv) replace Exhibit A (Statement of Work) (Revised May 2019) with a new Exhibit A (Statement of Work) (Revised April 2020); (v) replace Exhibit B (Pricing Schedule) (Revised May 2019) with a new Exhibit B (Pricing Schedule) (Revised April 2020) and (vi); replace Exhibit C (Contractor's Proposed Schedule) (Revised May 2019) with a new Exhibit C (Contractor's Proposed Schedule) (Revised April 2020); and

WHEREAS, this Amendment Number Three is made pursuant to Paragraph 8.1 (Amendments) of the Contract.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Contract, is hereby amended as follows:

1. Section 4 (Term of Contract), Paragraph 4.1 is hereby deleted in its entirety and replaced with a new Section 4 (Term of Contract), Paragraph 4.1 to read as follows:

4 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence after execution by County's Board of Supervisors, on June 12, 2018 to June 30, 2021 unless sooner terminated or extended, in whole or in part, as provided in this Contract.
2. Increase the Contract Sum, by a sum not to exceed Thirteen Million Six-Hundred Thousand Dollars and 00/100 (\$13,600,000.00) for further system development and refinement of the Voting Solutions for All People (VSAP) Tally System and Ballot Layout (VBL) Application.
3. Section 5 (Contract Sum), Paragraph 5.1 (Total Contract Sum) is hereby deleted in its entirety and replaced with a new Section 5 (Contract Sum), Paragraph 5.1 (Total Contract Sum) to read as follows:

5 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1 In consideration of the timely completion of the Services and Deliverables and in accordance with the terms and conditions herein, Contractor will be paid a fixed fee of Twenty-Six Million Eight-Hundred Thousand US Dollars (\$26,800,000) as specified in Exhibit B (Pricing Schedule).
4. Exhibit A (Statement of Work) (Revised May 2019), of the Contract is hereby deleted in its entirety and replaced with new Exhibit A (Statement of Work) (Revised April 2020), a true and correct copy of which is attached hereto and incorporated herein by this reference.
5. Exhibit B (Pricing Schedule) (Revised May 2019) of the Contract is hereby deleted in its entirety and replaced with a new Exhibit B (Pricing Schedule) (Revised April 2020), a true and correct copy of which is attached hereto and incorporated herein by this reference.
6. Exhibit C (Contractor's Proposed Schedule) (Revised May 2019) of the Contract is hereby deleted in its entirety and replaced with a new Exhibit C (Contractor's Proposed Schedule) (Revised April 2020), a true and correct copy of which is attached hereto and incorporated herein by this reference.

Except as otherwise provided under this Amendment Number Three, the Contract, and including all preambles and recitals set forth herein and therein, shall remain unchanged and in full force and effect.

**AMENDMENT NUMBER THREE
TO CONTRACT #18-002
THE DIGITAL FOUNDRY
TALLY SYSTEM AND BALLOT LAYOUT
APPLICATION UNDER THE
VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) PROJECT**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Three to be subscribed on its behalf by the Registrar-Recorder/County Clerk or his/her designee and the Contractor has subscribed the same through its duly authorized officer as of the day, month and year first above written. The persons signing on behalf of Contractor warrant under penalty of perjury that he or she is authorized to bind the Contractor.

COUNTY OF LOS ANGELES

DEAN C. LOGAN
Registrar-Recorder/County Clerk

**CONTRACTOR:
THE DIGITAL FOUNDRY**

AUTHORIZED SIGNATURE

PRINT OR TYPE NAME

TITLE

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Michael Owens
Deputy County Counsel

STATEMENT OF WORK (SOW)
CONTRACT FOR VOTING SOLUTIONS FOR ALL PEOPLE (VSAP)
TALLY SYSTEM AND BALLOT LAYOUT APPLICATION
(Amendment 3 – Revised March 2020)

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SOW EXHIBITS

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N,O-**INTENTIONALLY OMITTED**

1.0 OVERVIEW

A. Objective

Through this Statement of Work (SOW), the County of Los Angeles (County) Registrar-Recorder/County Clerk (RR/CC) will complete a second version of the production software development and implementation build of the new Tally System and a build of the VSAP Ballot Layout Application (VBL Application) components (hereafter referred to as Project) of the Voting Solutions for All People solution (VSAP). The first build (Tally Version 1.1.2.2) was developed under the ESMA engagement with Digital Foundry. This sole source engagement continues with the build of the Tally System (Version 2.0 and Version 3.0) and VBL Application (Version 2.0) that adds support for BMD ballot processing and other new features/capabilities, as well as technical support through the 2020 Presidential Election cycle. Digital Foundry, Inc. (Contractor) will furnish certain Professional Services hereinafter defined to successfully complete this Statement of Work (SOW).

The Tally System and VBL Application are custom software solutions implemented on an open source software stack and owned by County.

Among its key features, the Tally System will receive digital images of voted paper ballots from one or more scanner output directories, use digital image processing tools and techniques to recognize and adjudicate the votes cast on the ballots, and tabulate and report the results. The Tally System is capable of processing both hand-marked full-face Vote By Mail (VBM) ballots, as well as machine-printed ballots produced by the VSAP Ballot Marking Device (BMD), and will support reading and decoding QR codes printed on both types of ballots. The Tally System will verify the authenticity of ballots being processed, and will keep logs and batch processing information to support independent ballot-level audits of election results.

The VBL Application will take ballot content from the Election Management System (EMS) in a standard data-interchange format and lay it out in the VBM and BMD ballot print formats required by VSAP specifications. It will also generate data files and packages necessary to configure the various VSAP components for an election, integrate them into a comprehensive end-to-end voting solution, and support integration of election results with an external EMS.

Upon project completion, County will have a Tally System and VBL Application that will integrate with the overall VSAP solution to be tested and certified by the California Secretary of State for use in elections in the County of Los Angeles.

B. Background

The VSAP Project (formerly known as the Voting Systems Assessment Project) was launched by the Los Angeles County RR/CC in 2009 to address an aging voting system and an increasingly large and complex electorate. Its goal has been to modernize the voting experience, and the systems and processes that support it, through an open, transparent, participatory and data-driven approach centered on the voter and the human factors involved in engaging and participating in the democratic process.

The VSAP Program was designed to give the County control over the system design and development to ensure that the voting experience it delivers meets the needs of current and future voters.

The VSAP Program seeks to implement a voting system that is owned, operated, and maintained by the County, and is also pursuing an open source technology strategy that has the potential to foster new models of voting systems development and implementation, and to provide other election jurisdictions new avenues for collaboration and cost sharing.

Over several years, the VSAP Program completed several phases of research, user testing and iterative design of the new voting experience, and concluded Phase 3 – Design and Engineering of the VSAP solution in 2016, which produced:

- new custom-designed Ballot Marking Device (BMD) and new BMD paper ballot
- improved hand marked full face Vote by Mail paper ballot
- innovative Interactive Sample Ballot (ISB)
- modernized Tally System based on modern and scalable technologies.

The RR/CC also completed Phase 4 System Manufacturing and Certification, by completing manufacturing of the new VSAP system and obtaining certification from the California Secretary of State (SOS) in January 2020.

During Phase 4, the RR/CC engaged with Digital Foundry under a competitive Enterprise Master Services Agreement (ESMA) Work Order (No. 2016-010) to architect, develop and prototype a VSAP Tally solution capable of processing and tabulating the new VSAP Vote by Mail (VBM) paper ballots. In January 2018 the RR/CC amended the work order to extend the engagement to June 2018 and add scope to develop and test an initial Version 1.1.2.2 release of the VSAP Tally System, supporting core Tally functionality only, and gain Secretary of State (SOS) approval for its use to tally VBM ballots in the November 2018 Gubernatorial General Election.

In June 2018, the RR/CC, with the authorization of the County Board of Supervisors, entered into a Sole Source Agreement for the Development of VSAP Tally 2.0. This new version allowed for the tally of BMD ballots, in addition to the VBM ballots. VSAP Tally 2.0 was implemented during the March 2020 Election. For more information visit: <http://vsap.lavote.net/>

C. Project Scope

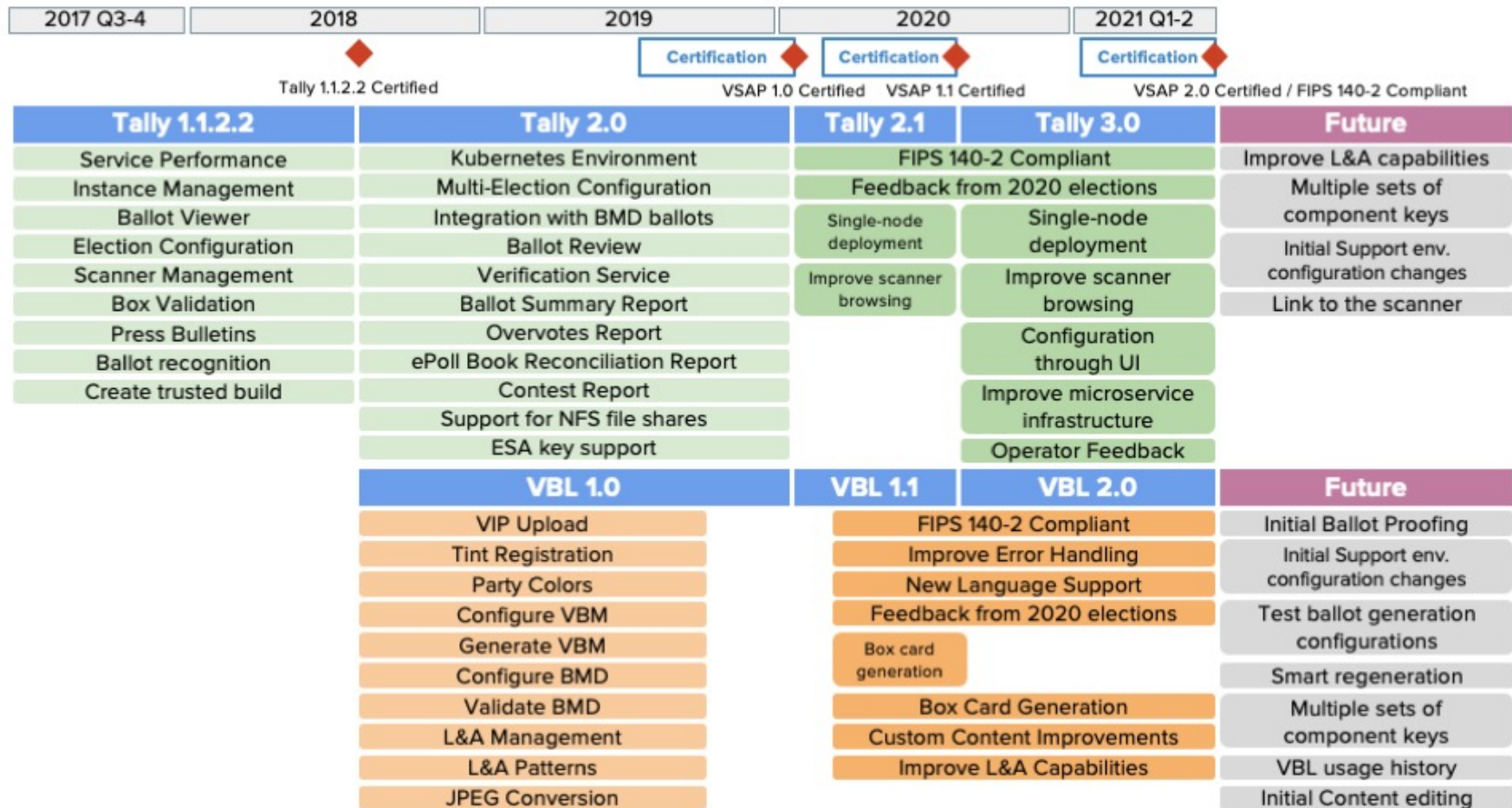
The software development efforts of the Project will follow a co-development strategy to ensure the County's ability to operate and support the Tally System and VBL Application components following implementation, and will be managed using an Agile methodology. The Development Team, which will consist of Contractor software engineers and County software engineers, will be led by a Contractor Project Manager and a Contractor Lead Architect. The work of the Development Team will be governed by a Product Backlog that details and prioritizes the features and functionality of the software to be implemented. The content of the Product Backlog, organized as epics and constituent user stories, will be directed and prioritized by County serving as the Product Owner.

The implementation of the Product Backlog will take place over a series of software version releases. Each release will initially target a specific set of epics and user stories, but as the Project unfolds, the County, as Product Owner, may change the priority of the epics and user stories, thereby affecting the order in which software features and functionality are developed and implemented in the successive version releases. Contractor will demonstrate progress on the implementation of the Product Backlog using status reports for each sprint and software version release notes.

**EXHIBIT A
STATEMENT OF WORK
(AMENDMENT 3 - REVISED 3/2020)**

A visualization of the epics that will be prioritized for development is depicted in the figure on the next page.

Tally/VBL Production Solution Roadmap



2.0 PHASES OVERVIEW/PROJECT SCHEDULE

Contractor is being engaged to deliver expert Services in software engineering using Agile methodologies, systems architecture and integration, and systems testing and documentation. In delivering these Services, Contractor shall:

- Apply knowledge of current industry standards and best practices
- Be consistent with the VSAP General Voting System Principles (<http://vsap.lavote.net/principles/>)
- Comply with the requirements set forth in the California Voting System Standards (CVSS) and other California laws and regulations affecting voting systems testing and certification.

The Services and corresponding 19 tasks are organized around five major phases:

1. **Production Tally Implementation (Phase 1)**

Tasks 0 – 6 will build upon the work completed in the Tally Prototyping and Initial Release phase (completed under amended ESMA Work Order 2016-010) and will focus on the collaborative development of the production Tally System. Contractor will work with County to co-develop the software. Contractor and County software engineering teams will conduct a series of Agile implementation sprints to develop the Tally System software as defined in the Product Backlog. County, as Product Owner, will prioritize the then-current Product Backlog prior to each sprint, and Contractor will provide a demonstration of its system development progress at the end of each sprint.

2. **Tally Program Management (Phase 2)**

Tasks 7 – 9 comprise activities related to supporting oversight and management of the Tally System implementation, including tasks and Deliverables related to technical documentation, system integration with the overall VSAP solution, and future state stewardship of the Tally System as an open source technology solution.

3. **Tally Transitional Support & Pre-Election Support (Phase 3)**

Tasks 10 – 11 consist of activities pertaining to issue investigation, minor hotfixes, and transition to full County custodianship of the Tally solution, which take place at the end of system development activities. Tally Transitional Support will consist of reviewing transitional support issues in the Product Backlog, conducting County requested knowledge transfer meetings, and performing County requested hotfixes. The Tally Transitional Support task will conclude with a final status report. Under Pre-Election Support, Contractor, with a reduced team, will investigate issues and preform knowledge transfer to County leading up to County's use of the Tally System in the November 2020 Presidential Election.

4. **VSAP Ballot Layout Application (Phase 4)**

Tasks 12 – 17 will focus on the collaborative development of the VSAP Ballot Layout Application (VBL Application). Contractor will work with the County to co-develop the software. Contractor and County engineering teams will conduct a series of Agile implementation sprints to develop the VBL Application as defined in the Product Backlog. County Product Owner will prioritize the backlog prior to each sprint, and Contractor will provide a demonstration of its system development progress at the end of each sprint.

5. **Knowledge Transfer (Phase 5)**

Tasks 18 – 19 will consist of activities required for the onboarding and training of County resources with the goal of the County team taking over support of the system at the end of this contract. One of the key goals of the Project is to have the County team ready and able to operate and support the Tally and VBL components following implementation. Contractor will develop a plan and timeline for knowledge transfer and will work with the resources identified and provided by the County to train them on the systems. The effectiveness of knowledge transfer will depend on the County providing the required dedicated resources to focus on these activities.

Under the direction of County and using County Source Materials (hereinafter defined), Contractor will provide Services and Deliverables according to the project schedule (See below and Standard Contract Exhibit C- Contractor's Proposed Schedule) and task descriptions below.

Services	Resources (Blended Core Team)	Duration	Period	
			Start Date	End Date
Transition from ESMA Work Order Task 0	Approx. 6.0	2 weeks	06/18/2018	06/29/2018
Tally System Implementation Tasks 1 - 6	Approx. 7.0	76 weeks	07/02/2018	12/13/2019
Tally System Implementation Task 6	Approx. 4.0	2 weeks	12/16/2019	12/27/2019
Tally System 3.0 Implementation I Task 6	Approx. 5.0	13 weeks	03/30/2020	06/26/2020
Tally System 3.0 Implementation II Task 6	Approx. 3.0	26 weeks	06/29/2020	12/25/2020
Tally System 3.0 Implementation III Task 6	Approx. 5.0	26 weeks	12/28/2020	06/25/2021
Tally System Program Management Tasks 7 – 9	Approx. 3.0	90 weeks	07/02/2018	03/20/2020
Tally System Program Management II Tasks 7 – 9	Approx. 3.0	66 weeks	03/23/2020	06/25/2021
Tally System Transitional Support Task 10	Not to exceed 200 hours per week	12 weeks	12/30/2019	03/20/2020
Tally System Pre-Election Support Task 11	Not to exceed 80 hours per week	28 weeks	03/23/2020	10/02/2020

Tally System Pre-Election Support II Task 11	Not to exceed 80 hours per week	12 weeks	10/05/2020	12/25/2020
VBL Application Planning Task 12	Approx. 3.0	2 weeks	07/02/2018	07/13/2018
VBL Application Alpha Build Task 13	Approx. 6.0	13 weeks	07/16/2018	10/12/2018
VBL Application Beta Build Task 14	Approx. 6.0	4 weeks	10/15/2018	11/09/2018
VBL Application Beta Build 2 Task 14	Approx. 1.0	6 weeks	11/12/2018	12/21/2018
VBL Application Beta Build 3 Task 14	Approx. 3.0	6 weeks	12/24/2018	02/01/2019
VBL Application Beta Build 4 Task 14	Approx. 4.0	6 weeks	02/04/2019	03/15/2019
VBL Application Beta Build 5 Task 14	Approx. 2.0	4 weeks	03/18/2019	04/12/2019
VBL Application Beta Build 6 Task 14	Approx. 4.0	2 weeks	04/22/2019	05/03/2019
VBL Application 2.0 Build I Task 14	Approx. 6.0	13 weeks	03/30/2020	06/26/2020
VBL Application 2.0 Build II Task 14	Approx. 5.0	52 weeks	06/29/2020	06/25/2021
VBL Application Production Release and Support Task 15	Not to exceed 120 hours per week	6 weeks	11/12/2018	12/21/2018
VBL Application Post Release Support Task 16	Not to exceed 40 hours per week	6 weeks	12/24/2018	02/01/2019
VBL Application Post Release Support II Task 16	Not to exceed 80 hours per week	4 weeks	03/18/2019	04/12/2019
VBL Application Post Release Support III Task 16	Not to exceed 80 hours per week	8 weeks	05/06/2019	06/28/2019

VBL Application Post Release Support IV Task 16	Not to exceed 40 hours per week	36 weeks	07/01/2019	03/06/2020
VBL Application Program Management Task 17	Approx. 1.0	41 weeks	07/02/2018	04/12/2019
Knowledge Transfer Tasks 18 – 19	Approx. 1.0	52 weeks	06/29/2020	06/25/2021

3.0 **NINETEEN (19) TASKS AND DELIVERABLES**

During the periods outlined above and utilizing the resources specified in the Project Schedule, Contractor will initiate implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically a two-week implementation cycle), County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint. For this reason, it is possible that not all specified user stories will be implemented. The County will hold final decision on the user stories that are not implemented. Contractor Deliverables shall be evidenced by Project documentation written by Contractor and Project Software developed and demonstrated by Contractor and released as progressive versions. Contractor shall submit a Task/Deliverable Acceptance Certificate (SOW Exhibit 1) along with evidence of deliverable completion to County for review and approval prior to submitting an invoice. Contractor shall only submit deliverable invoices after receiving an approved Deliverable Acceptance Form signed by the County.

Phase 1 – Production Tally Implementation (Tasks 0-6)

In Phase 1, Contractor shall work with the County team to continue the co-development of the Tally System according to the epics defined in the roadmap produced under the prior ESMA (Work Order No. 2016-010 – Amendment 1) engagement and recorded in the Product Backlog.

Task 0 – Transition from ESMA Work Order

This task will help ensure the seamless transition of Tally System implementation from the ESMA engagement to the subsequent tasks outlined in this SOW. Contractor shall provide a blended team of resources to augment the support team during the last two weeks of the ESMA engagement to continue the co-development of the Tally System with a full team, maintaining momentum and velocity during the transition period.

In preparation for the transition to the work required in this SOW, Contractor shall develop a Project Control Plan that will describe how the Contractor will monitor progress and ensure the timely completion and quality of Deliverables, including the means by which status is reported (e.g. progress/completion/level of effort of epics and user stories, burn rates and other metrics of team performance) and software development is demonstrated and documented.

➤ **Deliverable 0.1 – Project Control Plan**

Task 1 Deliverable Acceptance Criteria:

Contractor shall develop a Project Control Plan document as described in Task 0, which shall be reviewed and approved by the VSAP Program Manager.

Task 1 – Tally System Version 1.2 Implementation

Task 1 will complete the implementation of the Tally System Version 1.2, started in the prior ESMA engagement, and consist of activities to iteratively produce, over several minor version releases, continuing enhancements to existing features, as well as new epic features listed below:

- **Electronic Ballot Remake** – This epic involves the analysis and implementation of digital ballot remake and adjudication capabilities. These features will be defined by the degree to which and means by which – both technically and legally – remake and adjudication can be completed digitally without the need to physically remake the ballot.
- **Multiple Scanner Model Support** – This epic involves determining the suitability of one or two previously identified scanners to pursue Tally System support of those scanners, analyzing their imaging characteristics and other integration considerations beyond image quality.
- **User and Configuration Management System** – This epic involves defining the number and kinds of roles required by the Tally System, as well as role and permissions management requirements. This would allow the extension of the existing authentication system based on these requirements. It also includes defining requirements and implementing functionality to make configuration management (both system and election configuration) easier and more intuitive.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.
 - Deliverable 1.1 – Tally System Version 1.2.3 and Release Notes
 - Deliverable 1.2 – Tally System Version 1.2.4 and Release Notes
 - Deliverable 1.3 – Tally System (Version 1.2) Sprint Status Reports

Task 1 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functionality described in Task 1, which shall be reviewed and approved by the VSAP Program Manager.

Task 2 – Tally System Version 1.3 Implementation

Task 2 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Voter Intent Analysis** – This epic involves investigating the feasibility of analyzing vote positions in the context of all other vote positions (either on the page, for the ballot style, or for the entire contest) to improve vote interpretation accuracy. This may also include trying to understand if it is feasible to determine voter intent from other poorer quality marks (particularly those outside the voting position). Implementation goals and user stories placed in the Product Backlog will be based on the result of these findings.
- **Batch Manager** – This epic involves providing stronger box/precinct/ballot group/batch level grouping of ballots within the system, as well as support for batch-level auditing.

- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.
 - Deliverable 2.1 – Tally System Version 1.3.1 and Release Notes
 - Deliverable 2.2 – Tally System Version 1.3.2 and Release Notes
 - Deliverable 2.3 – Tally System Version 1.3.3 and Release Notes
 - Deliverable 2.4 – Tally System Version 1.3.4 and Release Notes
 - Deliverable 2.5 – Tally System (Version 1.3) Sprint Status Reports

Task 2 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 2, which shall be reviewed and approved by the VSAP Program Manager.

Task 3 – Tally System Version 1.4 Implementation

Task 3 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Final Production BMD Ballot** – This epic involves activities related to decoding, processing, and adjudicating BMD ballots as produced by the final production BMD.
- **Verifier** – This epic involves the implementation of a verifier step to validate that all BMD ballots are signed by a known BMD key. This action ensures the authenticity of the BMD ballots.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.
 - Deliverable 3.1 – Tally System Version 1.4.1 and Release Notes
 - Deliverable 3.2 – Tally System Version 1.4.2 and Release Notes
 - Deliverable 3.3 – Tally System Version 1.4.3 and Release Notes
 - Deliverable 3.4 – Tally System Version 1.4.4 and Release Notes
 - Deliverable 3.5 – Tally System (Version 1.4) Sprint Status Reports

Task 3 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 3, which shall be reviewed and approved by the VSAP Program Manager.

Task 4 – Tally System Version 2.0 Implementation

Task 4 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Deployment Package** – This epic involves the creation of a deployment package that supports user-friendly and automated (to the extent possible) installation of the Tally System, and facilitates its distribution and set up by test labs, certifying authorities, and potentially other jurisdictions. This

deployment package may also include the VSAP Ballot Layout Application as an optional installation.

- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.

- Deliverable 4.1 – Tally System Version 2.0.1 and Release Notes
- Deliverable 4.2 – Tally System Version 2.0.2 and Release Notes
- Deliverable 4.3 – Tally System Version 2.0.3 and Release Notes
- Deliverable 4.4 – Tally System Version 2.0.4 and Release Notes
- Deliverable 4.5 – Tally System (Version 2.0) Sprint Status Reports

Task 4 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 4, which shall be reviewed and approved by the VSAP Program Manager.

Task 5 – Tally System Version 2.1 Implementation

Task 5 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Ballot Level Auditing and Traceability** – This epic involves activities and functionality related to capturing and surfacing logging information to ensure the end-to-end transparency of ballot processing, and to verify that the digital record of the votes cast faithfully represents the intent of the voter as recorded on the physical paper ballot.
- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.

- Deliverable 5.1 – Tally System Version 2.1.1 and Release Notes
- Deliverable 5.2 – Tally System Version 2.1.2 and Release Notes
- Deliverable 5.3 – Tally System Version 2.1.3 and Release Notes
- Deliverable 5.4 – Tally System Version 2.1.4 and Release Notes
- Deliverable 5.5 – Tally System (Version 2.1) Sprint Status Reports

Task 5 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 5, which shall be reviewed and approved by the VSAP Program Manager.

Task 6 – Tally System Version 2.2 Implementation

Task 6 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Digital Ballot Adjudication** – This epic involves the digital handling of write-in votes, provisional ballots, or other ballots that have been out-stacked and require adjudication.

- **Security Analysis and Enhancements** – This epic involves activities surrounding the analysis and testing of system security based on feedback from the County, as the system changes with the addition and enhancement of features.

At the conclusion of the task, Contractor shall provide County with a final list of all Third-Party Software included in the Tally System by Contractor as part of its Services hereunder. Such use of all Third-Party Software will have been listed in this SOW, included by Contractor at County's direction, delivered to Contractor by County, or otherwise approved by the County prior to inclusion. That list shall include the name and version of the Third-Party Software, its use in the Tally System, the associated license name and version, and any right-to-use documentation.

- Deliverable 6.1 – Tally System Version 2.2.1 and Release Notes
- Deliverable 6.2 – Tally System (Version 2.2) Sprint Status Reports
- Deliverable 6.3 – Final List of Tally System Third-Party Software

Task 6 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 6, as prioritized by the County designated Product Owner, which shall be reviewed and approved by the VSAP Program Manager.

Task 6 – Tally System Version 3.0 Implementation

Task 6 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Operator Feedback** – This epic involves improving the information available to the scanner operator to notify when the scanner image quality starts to deteriorate, real-time box outstack information and warnings for incomplete boxes.
- **User Interface for Configurations** – This epic involves providing page in Tally Manager that allows for updating configurations, instead of having to update the YAML files.
- **Improve Scanner Browsing** – This epic involves providing a more intuitive approach to users identifying the scanner directories that are required for an election.
- **Support for Full Face Ballot Vote at Poll** – This epic involves adding a full-face ballot type that is recognized by Tally, so that the system can report on full face vote at poll ballots voted during an election separately from both vote-by-mail and ballot marking device ballots.
- **Support for Environment Configuration Changes** – This epic involves allowing for the Tally environment infrastructure to be modified without impacting the existing Tally environment.
- **Improve Logic and Accuracy Capabilities** – This epic involves bolstering the information provided when running a logic and accuracy deck through Tally to further increase the confidence in the system's accuracy.
- **Support for Multiple Sets of Component Keys** – This epic involves allowing for new sets of security keys to be used in Tally simultaneously.

At the conclusion of the task, Contractor shall provide County with a final list of all Third-Party Software included in the Tally System by Contractor as part of its Services hereunder. Such use of all Third-Party Software will have been listed in this SOW, included by Contractor at County's direction, delivered to Contractor by County, or otherwise approved by the County prior to inclusion. That list shall include the name and version of the Third-Party Software, its use in the Tally System, and the associated license name and version.

- Deliverable 6.4 – Tally System Version 3.0.1 and Release Notes

- Deliverable 6.5 – Tally System Version 3.0.2 and Release Notes
- Deliverable 6.6 – Tally System Version 3.0.3 and Release Notes
- Deliverable 6.7 – Tally System Version 3.0.4 and Release Notes
- Deliverable 6.8 – Tally System (Versions 3.0.1 – 3.0.4) Sprint Status Reports
- Deliverable 6.9 – Tally System Version 3.0.5 and Release Notes
- Deliverable 6.10 – Tally System Version 3.0.6 and Release Notes
- Deliverable 6.11 – Tally System Version 3.0.7 and Release Notes
- Deliverable 6.12 – Tally System Version 3.0.8 and Release Notes
- Deliverable 6.13 – Tally System (Versions 3.0.5 – 3.0.8) Sprint Status Reports
- Deliverable 6.14 – Tally System Version 3.0.9 and Release Notes
- Deliverable 6.15 – Tally System Version 3.0.10 and Release Notes
- Deliverable 6.16 – Tally System Version 3.0.11 and Release Notes
- Deliverable 6.17 – Tally System Version 3.0.12 and Release Notes
- Deliverable 6.18 – Tally System (Versions 3.0.9 – 3.0.12) Sprint Status Reports
- Deliverable 6.19 – Tally System Version 3.0.13 and Release Notes
- Deliverable 6.20 – Tally System Version 3.0.14 and Release Notes
- Deliverable 6.21 – Tally System Version 3.0.15 and Release Notes
- Deliverable 6.22 – Tally System Version 3.0.16 and Release Notes
- Deliverable 6.23 – Tally System (Versions 3.0.13 – 3.0.16) Sprint Status Reports
- Deliverable 6.24 – Final List of Tally System Third-Party Software II

Task 6 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional Tally System able to perform all functions described in Task 6, as prioritized by the County designated Product Owner, which shall be reviewed and approved by the VSAP Program Manager.

Phase II. Tally System Program Management (Tasks 7-9)

Phase 2 consists of tasks related to the oversight and management of the Tally System implementation, along with tasks and Deliverables related to technical documentation, VSAP system integration stewardship, and future stewardship. The Program Management implementation cycle runs every twelve weeks, commencing with a planning meeting and concluding with a report of status and activities. Contractor Deliverables for Program Management activities shall be evidenced by documentation, backlog updates, status reports and final reports.

Task 7 – Tally System Technical Documentation

Task 7 will focus on the development of the technical documentation required by the California Secretary of State (SOS) for certification based on the California Voting System Standards (CVSS) adopted October 2014 and the regulatory process for voting system certification. This task continues the work on documentation completed in the prior ESMA engagement, with updates addressing subsequent changes to the Tally System, and the inclusion of the VBL Application where applicable. Contractor, in consultation with County development team, shall write the documents with a focus on the content that pertains to the software engineering and other Services being provided by Contractor for the implementation of the Tally System and VBL Application, and to provide the information needed by the SOS to test, evaluate and certify them as part of the overall VSAP solution. Based on feedback from the SOS, Contractor shall work with the County team to make necessary updates to pertinent sections of the technical documentation.

Contractor shall also produce technical documentation for the Tally System and VBL Application in the form of user guides and manuals as described by the CVSS, as well as continuing enhancements to the Technical Data Package (TDP) with specific focus on the sections pertaining to software engineering and other Services provided by Contractor. Documentation will be written to a degree of granularity that meets the scope of work define in this Contract and is agreed upon by County and Contractor. The documentation shall be edited and proofed by Contractor to ensure completeness and accuracy, and shall use clear, plain language as much as possible to ensure general readability, but assumes the reader will have a reasonable level of technical competency required to use and maintain the Tally System.

- Deliverable 7.1 - Updated User Guides and Manuals
- Deliverable 7.2 - Updated User Guides and Manuals
- Deliverable 7.3 - Updated User Guides and Manuals
- Deliverable 7.4 - Updated User Guides and Manuals
- Deliverable 7.5 - Updated User Guides and Manuals
- Deliverable 7.6 - Updated User Guides and Manuals
- Deliverable 7.7 - Updated User Guides and Manuals
- Deliverable 7.8 - Final User Guides and Manuals
- Deliverable 7.9 – Updated User Guides and Manuals II
- Deliverable 7.10 – Updated User Guides and Manuals II
- Deliverable 7.11 – Updated User Guides and Manuals II
- Deliverable 7.12 – Updated User Guides and Manuals II
- Deliverable 7.13 – Final User Guides and Manuals II

Task 7 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Task 8 – VSAP System Integration Stewardship

Task 8 focuses on assisting with the integration of the Tally System into the overall VSAP solution. A Prime Contractor-led team selected in the VSAP Implementation and Support Services RFP process will be responsible for the development and implementation of the Ballot Marking Device, BMD Manager, and Interactive Sample Ballot components of the VSAP solution, as well as the integration, certification testing, and implementation of the VSAP as an integrated end-to-end voting solution. Contractor shall work with the Prime Contractor-led team as a steward to ensure that the Tally System is integrated into the overall end-to-end VSAP solution and is prepared for testing and certification by the California Secretary of State. Contractor shall serve as a steward during the integration process to share the knowledge gained by Contractor during earlier design and development phases of Tally System. Contractor shall not develop new code or modify existing code during this task, as coding is complete after Tally System Implementation and Transitional Support tasks (Task 1 – 7).

Contractor will track and manage system integration stewardship activities through the use of a backlog of activities, a preliminary draft of which was created in the prior ESMA engagement. Contractor will continue to update and maintain this backlog throughout this task. Contractor shall provide regular status reports on the progress of system integration activities and backlog items.

- Deliverable 8.1 - System Integration Backlog Update and Status Report
- Deliverable 8.2 - System Integration Backlog Update and Status Report
- Deliverable 8.3 - System Integration Backlog Update and Status Report
- Deliverable 8.4 - System Integration Backlog Update and Status Report

- Deliverable 8.5 - System Integration Backlog Update and Status Report
- Deliverable 8.6 - System Integration Backlog Update and Status Report
- Deliverable 8.7 - System Integration Backlog Update and Status Report
- Deliverable 8.8 - System Integration Final Report

Task 8 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Task 9 – Tally System Future State Stewardship

Task 9 focuses on the evolution of the Tally System and VBL Application after the Development Team completes software development activities and the SOS has certified the system. This task includes activities related to planning for the management and distribution of the Tally System as an open technology solution, and summarizing any open bugs as well as potential future enhancements to the system. Contractor shall support the County team by participating in Tally System and VBL Application governance and distribution discussions with stakeholders and interested jurisdictions.

To establish the foundation for the management and distribution of the Tally System as an open technology solution, Contractor will produce a brief analyzing what options may exist for the future management and distribution of the Tally System and VBL Application. The brief will contain findings from interviews and discussions with County project leadership, team members, and advisors, and will reflect Contractor's expertise and experience in software engineering. The brief may also reference relevant examples of successful open technology projects and best practices regarding open source software development and code management. The brief will cover topics including potential approaches to Tally System and VBL Application management and distribution (e.g., roles and responsibilities, tools and technology), code reciprocity, and configuration and integration for other jurisdictions, in the context of three types of technology sharing arrangements:

1. Direct sharing with a jurisdiction
2. Consortium of jurisdictions
3. Non-profit organization for open source code management

The brief will not constitute recommendations by Contractor as to any specific course of action the County should take.

Contractor will produce a Final Report summarizing the state of the Tally System from a software development perspective. The report will summarize open bugs and discuss potential approaches to fixing the bugs, as well as potential future enhancements to the Tally System.

Contractor shall track and manage future state stewardship activities using a backlog of activities, a preliminary draft of which was created in the prior ESMA engagement. Contractor shall continue to update and maintain this backlog throughout this task. Contractor shall provide regular status reports on the progress of system integration activities and backlog items.

- Deliverable 9.1 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.2 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.3 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.4 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.5 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.6 - Future State Stewardship Backlog Update and Status Report

- Deliverable 9.7 - Future State Stewardship Backlog Update and Status Report
- Deliverable 9.8 - Future State Stewardship Final Report
- Deliverable 9.9 – Future State Stewardship Open Technology Brief
- Deliverable 9.10 – Future State Stewardship Backlog Update and Status Report II
- Deliverable 9.11 – Future State Stewardship Backlog Update and Status Report II
- Deliverable 9.12 – Future State Stewardship Backlog Update and Status Report II
- Deliverable 9.13 – Future State Stewardship Backlog Update and Status Report II
- Deliverable 9.14 – Future State Stewardship Backlog Update and Status Report II

Task 9 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Phase III. Tally System Post-Implementation Support (Tasks 10-11)

The purpose of phase 3 is to facilitate the transition of the Tally System from the joint team to the County for post-engagement management and support. The phase consists of a transitional support task comprised of three 4-week cycles followed by a pre-election support task consisting of seven 4-week cycles with a reduced team to support the County team leading up to the 2020 November Presidential General Election.

All work for these tasks shall be performed during normal business hours at Contractor's office in Tiburon, CA and/or County's offices in Los Angeles, CA, as approved by the VSAP Program Manager. Each transitional support cycle shall commence with a review of the transitional support backlog (issues to be investigated, knowledge transfer meetings to be scheduled, hotfixes to be addressed) and conclude with a status report.

Task 10 – Tally System Transitional Support

In Task 10, Contractor shall provide transitional support activities including issue investigation, knowledge transfer and minor hotfixes as determined by the County and Contractor. Transitional support periods shall commence with a review of the transitional support backlog containing issues to be investigated, knowledge transfer meetings to be scheduled, hotfixes to be addresses, and conclude with a status report.

- Deliverable 10.1 – Tally Transitional Support Period 1 Backlog Update and Status Report
- Deliverable 10.2 – Tally Transitional Support Period 2 Backlog Update and Status Report
- Deliverable 10.3 – Tally Transitional Support Period 3 Backlog Update and Status Report

Task 10 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Task 11 – Tally System Pre-Election Support

In Task 11, Contractor shall provide pre-election support activities to assist the County team as needed from the end of the transitional support period through the Presidential Election in 2020. The pre-election support periods shall commence with a review of the pre-election support backlog and conclude with a status report.

- Deliverable 11.1 – Tally Pre-Election Support Period 1 Backlog Update & Status Report
- Deliverable 11.2 – Tally Pre-Election Support Period 2 Backlog Update & Status Report
- Deliverable 11.3 – Tally Pre-Election Support Period 3 Backlog Update & Status Report
- Deliverable 11.4 – Tally Pre-Election Support Period 4 Backlog Update & Status Report
- Deliverable 11.5 – Tally Pre-Election Support Period 5 Backlog Update & Status Report
- Deliverable 11.6 – Tally Pre-Election Support Period 6 Backlog Update & Status Report
- Deliverable 11.7 – Tally Pre-Election Support Period 7 Backlog Update & Status Report
- Deliverable 11.8 – Tally Pre-Election Support Period 8 Backlog Update & Status Report
- Deliverable 11.9 – Tally Pre-Election Support Period 8 Backlog Update & Status Report

Task 11 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Phase IV. VSAP Ballot Layout Module (Tasks 12-17)

Phase 4 will focus on the collaborative development of the VSAP Ballot Layout (VBL) Application. The VBL Application will define and ingest an output format for an election management system (EMS), will lay out the ballot print formats for VBM and BMD ballots, and generate data files and packages necessary to configure the various VSAP components (the BMD Manager software (BMG), BMD, Interactive Sample Ballot (ISB), and Tally System) for an election, integrate them into a comprehensive end-to-end voting solution, and support integration of election results with an external EMS.

The data files and packages necessary for VSAP integration that shall be generated by the VBL Application include:

- Ballot Definition File (BDF)
- Tally Layout Definition File (TLDF)
- Ballot Layout Definition File (BLDF)
- District Mapping File (DMF)
- Election Audio Package (EAP)
- Auxiliary Ballot Definition File (ABDF)

The phase will begin with a planning task to build the VBL Product Backlog and define and prioritize the functional requirements of the VBL Application. The next three tasks support the software engineering of the VBL Application, which will take place through the successive release of an Alpha build, a Beta build, and finally a Version 1 production release of the software. The production software release will be followed by post-release technical and transitional support periods, including knowledge transfer. The entire phase will be accompanied by an ongoing Program Management task to support requirements analysis, technical documentation, and systems integration activities.

Task 12 – Planning

Contractor will prepare for and participate in planning activities in Tiburon, CA and Los Angeles, CA, to discuss, update and prioritize the VBL Product Backlog (prioritized list of epics, user stories or activities) for the Project using subject matter expertise and documentation provided by County. Additionally,

Contractor will work with County to refine a simple visual design of the wireframes provided by the County.

Activities shall include the following:

- Conduct initial planning meeting.
 - Work with County to establish necessary development environment.
 - Outline, build, and plan Agile ceremonies (e.g. demos, status reports, sprint planning, sprint retrospectives).
 - Discuss software architecture with County as it relates to Project scope.
 - Prioritize and sequence the preliminary VBL Product Backlog.
 - Work with County to refine a simple visual design for the County-supplied wireframes.
 - Design up to three (3) pages with two (2) review sessions and review period not to exceed three (3) days driven by County-provided preliminary workflow and mockup /wireframe.
- Deliverable 12.1 – Preliminary VBL Product Backlog
 - Deliverable 12.2 – Refined wireframes with simple visual design

Task 12 Deliverable Acceptance Criteria:

Contractor shall carry out the activities described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Task 13 – VBL Alpha Build

Task 13 will focus on the collaborative development of the Alpha build of the VBL Application. During the period and utilizing the resources specified in the Project Schedule, Contractor will initiate implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically a two-week implementation cycle), County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint. For this reason, it is possible not all specified user stories will be implemented. The County will hold final decision on the user stories that are not implemented.

- Deliverable 13.1 – VBL Version 0.1 (Alpha) and Release Notes
- Deliverable 13.2 – VBL Version 0.2 (Alpha) and Release Notes
- Deliverable 13.3 – VBL Version 0.3 (Alpha) and Release Notes
- Deliverable 13.4 – VBL (Alpha) Sprint Status Reports

Task 13 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional VBL Application able to perform all functionality described in Task 13, which shall be reviewed and approved by the VSAP Program Manager.

Task 14 – VBL Beta Build

Task 14 is focused on refining and enhancing the Alpha version of the VBL Application based on testing and validation, and creating the Beta build. During the period and utilizing the resources specified in the Project Schedule, Contractor will continue implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically two-week implementation cycle), County will prioritize

the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint. For this reason, it is possible not all specified user stories will be implemented.

- Deliverable 14.1 – VBL Version 0.4 (Beta) and Release Notes
- Deliverable 14.2 – VBL Version 0.5 (Beta) and Release Notes
- Deliverable 14.3 – VBL Version 0.6 (Beta) and Release Notes
- Deliverable 14.4 – VBL Version 0.7 (Beta) and Release Notes
- Deliverable 14.5 – VBL Version 0.8 (Beta) and Release Notes
- Deliverable 14.6 – VBL Version 0.9 (Beta) and Release Notes
- Deliverable 14.7 – VBL Version 1.0 (Beta) and Release Notes
- Deliverable 14.8 – VBL (Beta) Sprint Status Reports

Task 14 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional VBL Application able to perform all functionality described in Task 14, as prioritized by the County designated Product Owner, which shall be reviewed and approved by the VSAP Program Manager.

Task 14 – VBL 2.0 Build

Task 14 will focus on the continuing collaborative development of the VBL Application. During the period, and utilizing the resources specified in the Project Schedule, Contractor will initiate implementation of the Project utilizing the then-current Product Backlog. Prior to each sprint (typically a two-week implementation cycle), County will prioritize the user stories and activities from the then-current Product Backlog. Using the prioritized Product Backlog, Contractor will assign story points to a set of user stories and activities to be implemented during the upcoming sprint. For this reason, it is possible not all specified user stories will be implemented.

Task 14 consists of development activities to produce continuing enhancements to existing features, as well as new epic features listed below:

- **Box Card Generation** – This epic involves the generation of box cards through VBL.
- **Support for Full Face Ballot Vote at Poll** – This epic involves adding a full-face ballot type to ballots generated by VBL, so that there is the option to provide the full-face ballot during election day.
- **VIP Export** – This epic involves the ability to export a VIP from VBL with any updates or changes, so that the new file can be upload back into ECBMS and maintain a single source of truth.
- **Contest Edits** – This epic involves the ability to make contest edits directly into VBL without needing to update the VIP.
- **Ballot Proofing** – This epic involves creating a workflow in VBL that allows for proofing ballots directly in VBL.
- **Ballot Viewer** – This epic involves providing a tool in VBL that allows for the PDFS generated to be viewed digitally without needing to download the files.
- **Support for Environment Configuration Changes** – This epic involves allowing for the Tally environment infrastructure to be modified without impacting the existing Tally environment.
- **Improve Logic and Accuracy Capabilities** – This epic involves bolstering the information provided when running a logic and accuracy deck through Tally to further increase the confidence in the system's accuracy.
- **Support for Multiple Sets of Component Keys** – This epic involves allowing for new sets of security keys to be used in VBL simultaneously.

At the conclusion of the task, Contractor shall provide County with a final list of all Third-Party Software included in the Tally System by Contractor as part of its Services hereunder. Such use of all Third-Party Software will have been listed in this SOW, included by Contractor at County's direction, delivered to Contractor by County, or otherwise approved by the County prior to inclusion. That list shall include the name and version of the Third-Party Software, its use in the Tally System, and the associated license name and version.

- Deliverable 14.9 – VBL System Version 2.0.1 and Release Notes
- Deliverable 14.10 – VBL System Version 2.0.2 and Release Notes
- Deliverable 14.11 – VBL System Version 2.0.3 and Release Notes
- Deliverable 14.12 – VBL System Version 2.0.4 and Release Notes
- Deliverable 14.13 – VBL System (Versions 2.0.1 – 2.0.4) Sprint Status Reports
- Deliverable 14.14 – VBL System Version 2.0.5 and Release Notes
- Deliverable 14.15– VBL System Version 2.0.6 and Release Notes
- Deliverable 14.16 – VBL System Version 2.0.7 and Release Notes
- Deliverable 14.17 – VBL System Version 2.0.8 and Release Notes
- Deliverable 14.18 – VBL System (Versions 2.0.5 – 2.0.8) Sprint Status Reports
- Deliverable 14.19 – VBL System Version 2.0.9 and Release Notes
- Deliverable 14.20 – VBL System Version 2.0.10 and Release Notes
- Deliverable 14.21 – VBL System Version 2.0.11 and Release Notes
- Deliverable 14.22 – VBL System Version 2.0.12 and Release Notes
- Deliverable 14.23 – VBL System (Versions 2.0.9 – 2.0.12) Sprint Status Reports
- Deliverable 14.24 – VBL System Version 2.0.13 and Release Notes
- Deliverable 14.25 – VBL System Version 2.0.14 and Release Notes
- Deliverable 14.26 – VBL System Version 2.0.15 and Release Notes
- Deliverable 14.27 – VBL System Version 2.0.16 and Release Notes
- Deliverable 14.28 – VBL System (Versions 2.0.13 – 2.0.16) Sprint Status Reports
- Deliverable 14.29 – Final List of VBL System Third-Party Software

Task 14 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Sprint Status Reports and complete Release Notes, and demonstrate a functional VBL System able to perform functions described in Task 14, as prioritized by the County designated Product Owner, which shall be reviewed and approved by the VSAP Program Manager.

Task 15 – VBL Application Production Release and Technical Support

During Task 15, Contractor shall build a production release and installation package of a functional VBL Application that lays out the ballot print formats for the VBM and BMD ballots and generates the data files and packages necessary to configure and integrate the VSAP solution.

At the conclusion of the task, Contractor shall provide County with a final list of all Third-Party Software included in the VBL Application by Contractor as part of its Services hereunder. Such use of all Third-Party Software will have been listed in this SOW, included by Contractor at County's direction, delivered to Contractor by County, or otherwise approved by the County prior to inclusion. That list shall include the name and version of the Third-Party Software, its use in the VBL Application, and the associated license name and version.

Contractor shall provide County with technical support to facilitate the release and rollout of the functional VBL Application from the joint team to the County for post engagement management. Technical support activities will consist of issue investigation and minor hotfixes. All work for this task

shall be performed during normal business hours at Contractor's office in Tiburon, CA and/or County's offices in Los Angeles, CA, as approved by the VSAP Program Manager. Technical support periods will commence with a review of the technical support backlog containing issues to be investigated, hotfixes to be addresses, and conclude with a status report.

- Deliverable 15.1 – VBL Application Version 1.0 (Production Release) and Release Notes
- Deliverable 15.2 – VBL Application Release Support Period 1 Backlog Update a Status Report
- Deliverable 15.3 – VBL Application Release Support Period 2 Backlog Update and Status Report
- Deliverable 15.4 – Final List of VBL Application Third-Party Software and Materials

Task 15 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Task 16 – VBL Application Post Release Support

In Task 16, Contractor shall provide VBL Application Post Release Support to facilitate knowledge transfer in support of the transition of the VBL Application from the joint team to the County for post engagement management. This phase will focus primarily on knowledge transfer to support the VBL Application post release, along with review of any remaining issues. If County requests additional support after completion of this task, the requested additional support will be negotiated and added to the ongoing Tally System Backlog and prioritized.

All work for this task shall be performed during normal business hours at Contractor's office in Tiburon, CA and/or County's offices in Los Angeles, CA, as approved by the VSAP Program Manager. Transitional support periods will commence with a review of the transitional support backlog containing issues to be investigated, knowledge transfer meetings to be scheduled, hotfixes to be addressed, and conclude with a status report.

- Deliverable 16.1 – VBL Application Post Release Support Period 1 Backlog Update and Status Report
- Deliverable 16.2 – VBL Application Post Release Support Period 2 Backlog Update and Status Report
- Deliverable 16.3 – VBL Application Post Release Support Period 3 Backlog Update and Status Report
- Deliverable 16.4 – VBL Application Post Release Support Period 4 Backlog Update and Status Report
- Deliverable 16.5 – VBL Application Post Release Support Period 5 Backlog Update and Status Report
- Deliverable 16.6 – VBL Application Post Release Support Period 6 Backlog Update and Status Report
- Deliverable 16.7 – VBL Application Post Release Support Period 7 Backlog Update and Status Report

Task 16 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Task 17 – VBL Application Program Management

Task 17 is composed of activities and Deliverables necessary to support the VBL Application software engineering program and integration into the overall VSAP solution.

Activities shall include the following:

- Requirements analysis and synthesis
- Non-technical integration support (knowledge transfer, but no software development by Contractor)
- Documentation (user guides and manuals, and content for the Technical Data Package, as defined in Task 7 of this SOW)

Deliverable 17.1 – VBL Application Program Management Backlog Creation

Deliverable 17.2 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.3 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.4 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.5 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.6 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.7 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.8 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.9 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.10 – VBL Application Program Management Backlog Update and Status Report

Deliverable 17.11 – VBL Application Program Management Final Report

Task 17 Deliverable Acceptance Criteria:

Contractor shall carry out the activities and produce the documentation described in this task, which shall be reviewed and approved by the VSAP Program Manager.

Phase V. VSAP Knowledge Transfer (Tasks 18 – 19)

Phase 5 will focus on the knowledge transfer of the VSAP Ballot Layout Application (VBL Application) and Tally. Contractor will work with the County to onboard County resources onto both the VBL and Tally components. County resources will work with Contractor to learn the VBL and Tally systems and support the development and operation of both systems.

Knowledge transfer activities include, but are not limited to:

- System overview
- Code walkthroughs
- Guidance and support during development
- Code reviews
- Design reviews
- Pair programming
- Inclusion in agile ceremonies
- Assignment of development stories, tasks, and bugs

The phase will begin with an onboarding activity for County resources added to the VBL and Tally systems. The focus during the onboarding will be based on the list of Tally and VBL workstreams, which will be prioritized by each system's production owner. Contractor will provide status reports on the status of knowledge transfer progress. The effectiveness of knowledge transfer will depend on the County providing the required dedicated resources to focus on these activities.

Task 18 – VBL Knowledge Transfer

Task 18 consists of knowledge transfer activities for County resources added to the VBL development team. Knowledge transfer workstreams include:

- Language processing
- PDF Layout
- VBL Frontend
- General VBL Backend
- System Deployment

At the conclusion of the task, Contractor shall provide County with a final list of knowledge transfer status reports.

- Deliverable 18.1 – VBL Knowledge Transfer Status Report
- Deliverable 18.2 – VBL Knowledge Transfer Status Report
- Deliverable 18.3 – VBL Knowledge Transfer Status Report
- Deliverable 18.4 – Final VBL Knowledge Transfer Status Report

Task 18 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Knowledge Transfer Status Reports, which shall be reviewed and approved by the VSAP Program Manager.

Task 19 – Tally Knowledge Transfer

Task 19 consists of knowledge transfer activities for County resources added to the Tally development team. Knowledge transfer workstreams include:

- Marksense
- Tally Manager
- Tally Frontend
- General Tally Backend
- System Deployment

At the conclusion of the task, Contractor shall provide County with a final list of knowledge transfer status reports.

- Deliverable 19.1 – Tally Knowledge Transfer Status Report
- Deliverable 19.2 – Tally Knowledge Transfer Status Report
- Deliverable 19.3 – Tally Knowledge Transfer Status Report
- Deliverable 19.4 – Final Tally Knowledge Transfer Status Report

Task 19 Deliverable Acceptance Criteria:

Contractor, in collaboration with the County development team, shall provide Knowledge Transfer Status Reports, which shall be reviewed and approved by the VSAP Program Manager.

4.0 DEFINITIONS

The following definitions are for special terms that are used in the SOW.

1. **Agile methodology:** A proven methodology for ensuring that the County, as the product owner, iteratively builds a solution that meets its requirements while adapting quickly to changes in priorities and technical understandings.
2. **VSAP Ballot Layout Application:** This application will take ballot content from the Election Management System (EMS) in a standard data-interchange format and lay it out in the Vote by Mail (VBM) and Ballot Marking Device (BMD) ballot print formats, and generate the data files necessary to support processing of those ballots and the integration of the VSAP solution components, as required by VSAP specifications.
3. **County Source Materials:** This term as used herein shall mean the items listed in this SOW to be delivered by County to Contractor, used by Contractor at County's direction, or otherwise delivered by County to Contractor, including County provided materials, value-added content, specifications and instructions, data, and Third-Party Materials (as hereinafter defined). County shall be solely responsible to obtain all necessary licensing rights for County Source Materials.

County shall provide and Contractor may include in a Deliverable or utilize in the performance of its Services the following County Source Material:

- All requirements (functional, nonfunctional, technical, creative, legal, regulatory, etc.), sample/production content, project dependent systems/services (APIs) with documentation, and project related environments (including, but not limited to project specific hardware such as scanners, servers, printers, etc.).
 - Access to project-related County and third-party materials, including, but not limited to:
 - Project related vision, strategy and objectives documentation.
 - Project related hardware, software, services, APIs, graphical elements, and related documentation.
 - All licensing and legal rights for the parties to use project-related County and third-party materials in the environments.
 - Timely feedback throughout the engagement.
4. **Deliverables:** This term as used herein shall mean the deliverables produced by Contractor as a result of the Services it provides to County under this SOW. Deliverables shall be limited to Value Added Content and Project Software produced by Contractor. Deliverables shall not include any County Source Materials (including, but not limited to Third-Party Materials), or Contractor proprietary software.
 5. **Product Backlog:** This term as used herein shall mean a list of County prioritized Project activities and user stories. For the purposes of this SOW, the Product Backlog will be maintained in a JIRA instance, or in another format mutually agreed to by the County and the Contractor.
 6. **Project:** This term as used herein shall mean an engagement described in an SOW in which Contractor provides certain Services and produces certain Deliverables for the County.
 7. **Project Software:** This term as used herein shall mean the software developed by Contractor specifically hereunder that is included in the Project. Project Software shall not include any County

Source Materials (including, but not limited to Third-Party Materials (as hereinafter defined)), Contractor proprietary software, or Value-Added Content.

8. **Services:** This term as used herein shall mean the services provided by Contractor under this SOW to create the Value-Added Content and the Project Software.
9. **Tally System:** A system of hardware and software that reads and captures the vote selections on ballots, applies required business rules and adjudications, tabulates the totals of votes, ballots cast and other metrics, and publishes the results the election. The Tally System also supports transparent auditing processes to ensure the accuracy and integrity of the election tally results.
10. **Third Party Software:** This term as used herein shall mean any third party software included in a Project or used by Contractor to develop the Project Software or Value-Added Content. County shall be solely responsible to obtain all necessary licensing rights for Third-Party Software.

Inclusion of Third-Party Software

In addition to the Third Party Materials provided by the County, the following Third Party Software may be included in a Deliverable or utilized as part of the Services provided under this SOW. Contractor may update this list of Third Party Software throughout the engagement with prior written approval from County:

Go Language, Sarama, Sarama-Cluster, gocql, go.uuid, Testify, Objx, Bootstrap, 960 Grid System, ZBar, DCOS, Kafka, Cassandra, Linux, Docker Compose, jwt-go, paramiko, scp.py, packr, gocv, OpenCV, bootstrap tables, Go Data Structures, Typeahead.js, spacemonkeygo/openssl, OpenSSL, MySQL (V5), go-charts, go-sql-driver/mysql, sass, node, npm, npm - skin-deep, npm - react-test-renderer, node-sass, chokidar, glob, command-line-args, Go client for Kubernetes, Kubernetes, Freetype, Plot.ly, martinlindhe/base36, Go force export, Go Exception, golang x tiff, errors, babel, babel-eslint, babel-loader, babel-plugin-istanbul, babel-jest, babel-plugin-require-context-hook, babel-preset-env, babel-preset-react, mocha, mocha-jsdom, mocha-loader, mocha-webpack, mock-local-storage, jest, chai, chai-enzyme, dirty-chai, sinon, sinon-chai, identity-obj-proxy, eslint, eslint-config-node, eslint-config-promise, eslint-config-standard, eslint-config-standard-react, eslint-loader, eslint-plugin-flowtype, eslint-plugin-import, eslint-plugin-jsx-a11y, eslint-plugin-node, eslint-plugin-react, eslint-plugin-prettier, eslint-plugin-standard, eslint-config-standard-jsx, @babel/traverse, @babel/types, eslint-plugin-react-hooks, eslint-plugin-promise, deep-freeze, deepcopy, bluebird, date-format, dateformat, underscore, prop-types, react, react-dev-utils, react-dom, react-intl, react-redux, react-router-dom, redux, redux-logger, redux-thunk, react-virtualized, react-error-overlay, react-bootstrap-typeahead, react-cookie, react-virtualized-select, react-table, redux-mock-store, webpack, webpack-dev-server, case-sensitive-paths-webpack-plugin, html-webpack-plugin, webpack-node-externals, nodemon, nyc, sass-loader, style-loader, css-loader, node-sass, postcss-flexbugs-fixes, postcss-loader, autoprefixer, resolve-url-loader, url-loader, file-loader, whatwg-fetch, Calico, HAProxy, kubernetes api, kubernetes apimachinery, kubernetes client-go, base36, goarabic, gopdf, rabbit-mq, erlang, streetwork, aurora, perl-Filter, ncurses-base, perl-File-Path, perl-Getopt-Long, libini_config, basesystem, autogen-libopts, biosdevname, lm_sensors-libs, ncurses-libs, libsemanage-python, passwd, libattr, policycoreutils-python, pcre, quota, p11-kit, kubernetes-cni, libtasn1, bind-utils, nfs-utils, sysstat, readline, samba, grub2-common, libcap-ng, mdadm, glibc-common, cpio, nano, nss-util, lua, cryptsetup, audit-libs, cracklib, libsemanage, nss-softokn, cracklib-dicts, efivar-libs, freetype, libassuan, libselinux-utils, openssl-libs, libmount, sysvinit-tools, python-urlgrabber, lz4, setup, mokutil, nss, pyliblzm3, rpm-libs, python-schedutils, rpm-build-libs, pyxattr, binutils, gettext-libs, json-c, procs-ng, kmod, systemd-libs, elfutils-default-yama-scope, device-mapper-event-libs, selinux-policy, lvm2-libs, systemd-sysv, pinentry, libstdc++, dracut-network, firewall, libseccomp, sg3_utils, device-mapper-persistent-data, tuned, libutempter, grub2-efi-x64, libdrm, sudo, gobject-introspection, man-db, dosfstools, vim-filesystem, kubectl, openssh, libtalloc, libcgrou, libtirpc, fxload, libcollection, samba-client-libs, pytalloc, plymouth, libnetfilter_cthelper, libpipeline, perl-HTTP-Tiny, perl-Text-ParseWords, pygpgme, perl-macros, perl-constant, perl-Time-HiRes, perl-Exporter, perl-threads-shared, perl-PathTools, perl-Pod-Simple, openssh-clients, perl-File-Temp, lshw, ncurses, libpath_utils, filesystem, gssproxy, kernel, oniguruma, aic94xx-firmware, checkpolicy, chrony, setools-libs, socat, info, fuse-libs, libevent, libacl, audit-libs-python, btrfs-progs, libffi, container-selinux, libsysfs, tcp_wrappers, grep, mailx, keyutils-libs, contrack-tools, libverto, kubelet, p11-kit-trust, bind-libs, ntp,

smartmontools, rootfiles, xz-libs, docker-ce, docker - nginx, fuse-exfat, libdb, samba-client, vim-enhanced, libgcc, libgpg-error, cifs-utils, grub2-pc-modules, exfat-utils, nss-softoken-freebl, gzip, rcs, glibc, libnl3, atop, nspr, sqlite, haproxy, libsepol, lsof, zlib, diffutils, net-tools, libcom_err, elfutils-libelf, shared-mime-info, file-libs, findutils, iptables, pam, ethtool, libss, libpng, libnl3-cli, GeoIP, cyrus-sasl-lib, vim-minimal, groff-base, tar, libunistring, coreutils, libedit, krb5-libs, libnftlink, centos-release, lzo, glib2, slang, python, python-firewall, jansson, python-perf, shadow-utils, python-decorator, libssh2, pciutils-libs, logrotate, nss-sysinit, python-slip, nss-tools, curl, yum-metadata-parser, rpm, gnupg2, python-configobj, rpm-python, libnetfilter_conntrack, yum, linux-firmware, gettext, ipset, kernel-tools-libs, util-linux, pkgconfig, kpartx, python-gobject-base, dracut, device-mapper-libs, elfutils-libs, dbus-libs, centos-logos, dbus, fipscheck-lib, grub2-tools-minimal, initscripts, grub2-tools-extra, policycoreutils, python-pycurl, dhcp-common, acl, mozjs17, libndp, libdaemon, libaio, ustr, polkit-pkla-compat, quota-nls, os-prober, python-IPy, libreport-filessystem, iotop, glibc, libevent, libpciaccess, libldb, libbasicobjects, avahi-libs, rpcbind, libxslt, ebttables, openssl, dbus-glib, libwbclient, python-slip-dbus, samba-common-libs, python-pyudev, libverto-tevent, plymouth-scripts, samba-libs, libestr, libnetfilter_cttimeout, numactl-libs, gpm-libs, perl-parent, pth, perl-podlators, perl-Pod-Escapes, gpgme, perl-Encode, perl-libs, perl-Socket, perl-threads, irqbalance, device-mapper-event, polkit, cronie, libfastjson, sg3_utils-libs, bind-license, dhclient, kbd-legacy, firewallld-filessystem, kbd, mariadb-libs, teamd, audit, lvm2, selinux-policy-targeted, kernel, microcode_ctl, NetworkManager-libnm, kernel-tools, shim-x64, libcroco, e2fsprogs, openssl, efibootmgr, libgomp, dmidecode, perl-Carp, perl-Time-Local, perl-Scalar-List-Utils, openssh-server, chkconfig, perl, authconfig, docker-ce-cli, libarchive, parted, popt, libnfsidmap, gawk, libpcap, libcap, containerd.io, sed, libnetfilter_queue, gmp, ntpdate, kubeadm, iftop, bzip2-libs, jq, gpg-pubkey, libxml2, openssl-scanner, tzdata, libgcrypt, rsync, bash, expat, screen, libselinux, which, zip, libuuid, file, libmnl, iproute, libpwquality, e2fsprogs-libs, kmod-libs, xz, ca-certificates, libidn, libblkid, tcp_wrappers-libs, python-libs, newt, python-linux-procfs, gdbm, grubby, hostname, nss-pem, libcurl, newt-python, openldap, python-iniparse, yum-plugin-fastestmirror, ipset-libs, less, libsmartcols, device-mapper, libdb-utils, cryptsetup-libs, systemd, fipscheck, grub2-tools, dhcp-libs, libuser, grub2-pc, cronie-anacron, make, libteam, snappy, bind-libs-lite, hardlink, kbd-misc, kexec-tools, qrencode-libs, rsyslog, grub2, hwdata, dracut-config-rescue, libselinux-python, xfsprogs, iputils, iprutils, samba-common, crontabs, cri-tools, nss-softoken-freebl, libtdb, keyutils, libref_array, cups-libs, dbus-python, libsmbclient, plymouth-core-libs, samba-common-tools, lsscsi, vim-common, virt-what, perl-Pod-Perldoc, perl-Pod-Usage, perl-Storable, Gorilla Mux, go-qrcode, golang-collections, gographics-imagickv2, gographics-imagickv1

11. **Third Party Materials:** This term as used herein shall mean any third party hardware, software, data, services or value-added content included in a Project. County shall be solely responsible to obtain all necessary licensing rights for Third-Party Materials.

Responsibility for Third Party Materials

The parties acknowledge that certain Third Party Materials (including, but not limited to Third Party Software) may be required for a Project. In such event, County shall at its expense obtain appropriate licenses for such County approved Third Party Materials (including Third Party Materials provided to Contractor by County or used by Contractor at County's direction).

12. **Value-Added Content:** This term as used herein shall mean any value-added content developed by Contractor for the Project at the request of County, including (but not limited to) Project documentation.

5.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, SOW Exhibit 3, listing required Services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required Services

- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of Services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between Services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any Service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent Service will be null and void and place no requirement on Contractor.

6.0 QUALITY CONTROL PLAN

The Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review within 30 days after contract execution. The plan shall include, but may not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

7.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Paragraph 8.15, County's Quality Assurance Plan.

- **Monthly Meetings**

Contractor is required to attend and actively participate in a scheduled monthly meeting.

- **Contract Deficiency Report (SOW Exhibit 2)**

Written notification of a Contract Deficiency will be made to the Contract Program Manager as soon as possible whenever a Contract Deficiency is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contracts Manager will determine whether a formal Contract Deficiency Report (SOW Exhibit 2) shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contracts Manager within three (3) workdays, acknowledging the reported Deficiencies or presenting contrary evidence.

A plan for correction of all deficiencies identified in the Contract Deficiency Report shall be submitted to the County Project Management and County Contracts Manager within three (3) workdays of receipt. Contractor shall resolve Deficiency within five (5) business days after plan of correction is submitted or a time period mutually agreed upon by County and Contractor.

- **County Observations**

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

Capitalized terms in this SOW have the meanings set forth below or defined elsewhere in the Contract.

8.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities include, but are not limited to, the following:

A. COUNTY

General

- Instructions and direction
- County Source Materials (including, but not limited to Third Party Materials)
- Compensation for Contractor Services
- Co-development of the Tally System and the VBL Application components of the VSAP

Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract - County. Specific duties will include:

- Monitoring the Contractor's performance in the daily operation of this Contract.
- Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

Furnished Items

- At the discretion of County

B. CONTRACTOR

Assumptions

Contractor is providing its Services under this SOW with the following assumptions including, but are not limited to:

- The Contractor resources allocated to this SOW and source materials provided by the County are defined based on the scope of this SOW.
- Knowledge transfer specified in this Contract will be subject to the availability of County resources.
- Contractor Deliverables are limited to Project documentation and Project Software written by Contractor, and all activities necessary to complete them.

- Tally System implementation cannot be finalized until the Contractor team has access to production BMD ballots and machines.
- Production BMD ballots and machines cannot be finalized until a functional VBL Application is released and provides the data files and packages required by the BMD and BMG components of the VSAP solution.
- Contractor is not responsible for Prime and other Contractor responsibilities including, but not limited to, the development and implementation of the Ballot Marking Device, BMD Manager, and Interactive Sample Ballot components of the VSAP solution, as well as the integration, certification testing, and implementation of the VSAP as an integrated end-to-end voting solution.

Project Manager

- Contractor shall provide a full-time Project Manager and designated alternate. County must have access to the Project Manager for the duration of the contract.
- Project Manager shall act as a central point of contact with the County.
- Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

Personnel

- Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- Contractor shall be required to background check its employees as set forth in subparagraph 7.5 – Background and Security Investigations, of the Contract.

Identification Badges

- Contractor shall ensure its employees are appropriately Identified. Contractor staff, while on duty or when entering a County facility or its grounds, shall prominently display the photo identification badge on such staff member's person. Contractor is responsible to retrieve and immediately destroy the staff's County specified photo identification badge at the time such person ceases performing Work under this Contract. If County requests the removal of Contractor's staff, Contractor is responsible to retrieve and immediately destroy Contractor's staff's County specified photo identification badge at the time of removal from performing Work under this Contract.

Access to RR/CC County Facilities

- Contractor, its employees, and agents will be granted access to RR/CC County facilities, subject to Contractor's prior notification to County Project Director for the purpose of executing Contractor's obligations hereunder. Access to County facilities shall be during normal business hours, excluding County observed holidays. Access to County facilities outside of normal business hours must be approved in writing in advance by County Project Director. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived by County Project Director.

RR/CC County Facility Office Space

In order for Contractor to perform Services hereunder and only for the performance of such Services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of County Project Director, at RR/CC County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Contract. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

Materials and Equipment

Except as otherwise specified in the Contract or elsewhere in this SOW, the purchase of all materials/equipment to provide the needed Services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

Training

- Contractor shall provide training programs for all new employees and continuing in-service training for all employees.
- All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during normal business hours, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service during the same business day receipt of the call.**

9.0 UNSCHEDULED WORK

The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third-party negligence; or to add to, modify or refurbish existing facilities.

Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County Project Director or his designee must approve the excess cost. In any case, no unscheduled work shall commence without written authorization.

When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall contact County's Project Director for approval before beginning the work. A written estimate shall be sent within twenty-four (24) hours for approval. Contractor shall submit an invoice to County's Project Director within five (5) working days after completion of the work.

All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.

The County reserves the right to perform unscheduled work itself or assign the work to another Contractor.

10.0 GREEN INITIATIVES

- Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

TASK/DELIVERABLE ACCEPTANCE CERTIFICATE

(Contractor Name and Address)		TRANSMITTAL DATE
		CONTRACT NUMBER
		TITLE
FROM: <div style="border-bottom: 1px solid black; margin-top: 10px; width: 80%;"></div> Contractor's Project Director (Signature Required)	TO: <i>County Project Director,</i> <div style="border-bottom: 1px solid black; margin-top: 10px; width: 80%;"></div>	
<p>Contractor hereby certifies to County that as of the date of this Task/Deliverable Acceptance Certificate, it has satisfied all conditions precedent in the Contract (including the Exhibits thereto) to the completion of the Tasks and delivery of the Deliverables set forth below, including (i) satisfaction of all completion criteria applicable to such Tasks and Deliverables, and (ii) County's approval of all Work performed in connection with such Tasks and Deliverables. Contractor further represents and warrants that the Work performed in respect of such Tasks and Deliverables has been completed in accordance with Exhibit A (Statement of Work. County's approval and signature constitutes an acceptance of the Tasks and Deliverables listed below.</p>		
TASK DESCRIPTION (including Task and Subtask numbers as set forth in the Statement of Work)	DELIVERABLES (including Deliverable numbers and brief description as set forth in the Statement of Work)	
Comments:		
<p>Attached hereto is a copy of all supporting documentation required pursuant to the Contract, Exhibit A (Statement of Work), including any additional documentation reasonably requested by County.</p>		
County Acceptance:		
NAME _____ County's Project Manager	SIGNATURE _____	DATE _____
NAME _____ County's IT Project Manager	SIGNATURE _____	DATE _____
NAME _____ County's Project Director	SIGNATURE _____	DATE _____

CONTRACT DEFICIENCY REPORT**TO:****FROM:**

DATES: **Prepared:** _____
 Returned by Contractor: _____
 Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Program Manager_____
Date_____
Signature of County IT Program Manager_____
Date_____
Signature of County Program Director_____
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):**

Signature of Contractor Representative_____
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** _____

Signature of County Representative_____
Date**COUNTY ACTIONS:** _____

_____**CONTRACTOR NOTIFIED OF ACTION:**County Representative's Signature and Date

_____Contractor Representative's Signature and Date

(Intentionally Omitted)



PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

This PRS Chart relates to the Tally System and Ballot Layout Application Contract and its exhibits. Specific performance requirements and corresponding monitoring methods take into consideration the truncated project timeline coupled with the Agile methodology contained in the process. Capitalized terms used in this PRS Chart without definition have the meanings given to such terms in the Contract. The remedies set forth in this PRS Chart shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law and shall not, in any manner, restrict or limit the County's right to terminate this Contract as described in the body of the Contract.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
CONTRACT: Paragraph 7.0 (Administration of Contract- Contractor) Paragraph 7.2 (Contractor's Project Manager)	Contractor shall notify the County in writing of any change in name or address of the Project Manager.	Inspection and Observation.	
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.24 (Failure to Maintain Insurance)	Contractor shall maintain or provide acceptable evidence that it maintains the Required Insurance or it shall constitute a material breach of the Contract.	Inspection and Observation.	
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.26 (Liquidated Damages)	Contractor shall correct Deficiencies identified by Department Head or designee within specified time frames.	Contract Deficiency Report Form	\$1,000 per day.
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)	Contractor to maintain all required documents as specified in Paragraph 8.38.	File Inspection.	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
CONTRACT: Paragraph 8.0 (Standard Terms and Conditions) Paragraph 8.40 (Subcontracting)	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation.	
Statement of Work: Section 6.0 (Quality Assurance Plan)	Contractor shall submit a Quality Assurance Plan and, if requested in writing by County, on not less than an annual basis following Contract award.	Report Submission.	
Statement of Work: Exhibit A Section 6.0 (Quality Assurance Plan) Sub-section 6.1	Contractor's representative shall attend all scheduled monthly meetings.	Attendance and Observation.	
Statement of Work: Exhibit A Section 6.0 (Quality Assurance Plan) Sub-Section 6.2	Contractor shall acknowledge reported discrepancies or present contrary evidence to County Project Monitor within three workdays upon receipt of a formal Contract Discrepancy Report.	Inspection and Discrepancy Report.	
Statement of Work: Exhibit A Section 6.0 (Quality Assurance Plan), Sub-section 6.2	Contractor shall submit a plan for correction of all deficiencies identified in Contract Discrepancy Report to County Project Monitor within three work days.	Inspection/Discrepancy Report.	\$100 per occurrence.
Statement of Work: Exhibit A Section 6.0 (Quality Assurance Plan), Sub-section 6.2	Contractor shall resolve discrepancy within five (5) business days after notification or a time period mutually agreed upon by County and Contractor.	Inspection/Discrepancy Report.	\$100 per occurrence.
Statement of Work: Exhibit A Section 7.0 (Responsibilities), Sub-section 7.2.1	Contractor's Project Manager and alternate shall be available and accessible to RR/CC via telephone or e-mail during regular business hours.	Observation.	\$50 per day.
Statement of Work: Exhibit A Section 7.0 (Responsibilities), Sub-section 7.2.1	Contractor shall provide a designated alternate to act as Project Manager in the event Project Manager is not available by phone or e-mail during regular business hours.	Inspection/Observation.	\$50 per day.

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
Statement of Work: Exhibit A Section 7.0 (Responsibilities), Sub-section 7.4	Contractor shall ensure employees assigned to County facilities are appropriately identified.	Inspection/Observation.	\$100 per occurrence.
Statement of Work: Exhibit A Section 8.0 (Responsibilities), Sub-section 8.62 (Personnel)	Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.	Inspection.	
Statement of Work: Exhibit A Section 10.0 (Work Schedules), Sub-section 10.1	Contractor shall submit revised schedules within three (3) work days prior to scheduled work.	Inspection/Observation.	\$100 per day.
Statement of Work: Exhibit A Section 11.0 (Unscheduled Work), Sub-section 11.2	Contractor shall prepare and submit a written description (including labor and materials estimate) prior to performing any unscheduled work.	Inspection.	\$100 per occurrence.
Statement of Work: Exhibit A Task 1 (Tally System Version 1.2 Implementation)	Contractor shall complete all Deliverables assigned to Task 1 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 2 (Tally System Version 1.3 Implementation)	Contractor shall complete all Deliverables assigned to Task 2 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW..	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
Statement of Work: Exhibit A Task 3 (Tally System Version 1.4 Implementation)	Contractor shall complete all Deliverables assigned to Task 3 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 4 (Tally System Version 2.0 Implementation)	Contractor shall complete all Deliverables assigned to Task 4 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 5 (Tally System Version 2.1 Implementation)	Contractor shall complete all Deliverables assigned to Task 5 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 6 (Tally System Version 2.2 Implementation)	Contractor shall complete all Deliverables assigned to Task 6 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
Statement of Work: Exhibit A Task 7 (Technical Documentation)	Contractor shall complete all Deliverables assigned to Task 7 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 8 (VSAP System Integration Stewardship)	Contractor shall complete all Deliverables assigned to Task 8 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 9 (Tally System Future State Stewardship)	Contractor shall complete all Deliverables assigned to Task 9 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 10 (Tally System Transitional Support)	Contractor shall complete all Deliverables assigned to Task 10 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
Statement of Work: Exhibit A Task 11 (Tally System Pre-Election Support)	Contractor shall complete all Deliverables assigned to Task 11 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 12 (Planning)	Contractor shall complete all Deliverables assigned to Task 12 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 13 (VBL Alpha Build)	Contractor shall complete all Deliverables assigned to Task 13 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 14 (VBL Beta Build)	Contractor shall complete all Deliverables assigned to Task 14 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	

PERFORMANCE REQUIREMENT	SERVICE	MONITORING METHOD	DEDUCTION ASSESSED
Statement of Work: Exhibit A Task 15 (VBL Application Production Release and Technical Support)	Contractor shall complete all Deliverables assigned to Task 15 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 16 (VBL Application Post Release Support)	Contractor shall complete all Deliverables assigned to Task 16 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	
Statement of Work: Exhibit A Task 17 (VBL Application Program Management)	Contractor shall complete all Deliverables assigned to Task 17 and receive County Task/Deliverable Acceptance Form (Statement of Work Exhibit 4) by estimated invoice date listed in the Pricing Schedule. County and Contractor may mutually agree to officially extend estimated invoice date via mutually agreeable amendment to the SOW.	The Deliverable Acceptance Criteria and Task/Deliverable Acceptance Form	

PRICING SCHEDULE

Amendment 3
Rev. March 2020

Project Fees

In consideration of the timely completion of the Services and Deliverables described herein in accordance with the terms and conditions set forth and incorporated herein, Contractor will perform its Services and provide the specified Deliverables for a fixed fee of twenty six million, eight hundred thousand US dollars **(\$26,800,000)**. All invoicing will be done in accordance with terms of the Agreement.

Payment Schedule

Invoice	Deliverable Description	Estimated Invoice Date	Invoice Amount
1	Deliverable 0.1 – Project Control Plan Deliverable 1.1 - Tally System Version 1.2.3 and Release Notes Deliverable 12.1 - Preliminary VBL Application Product Backlog Deliverable 12.2 - Refined wireframes with simple visual design Deliverable 17.1 - VBL Application Program Management Backlog Creation	July 27, 2018	\$675,000
2	Deliverable 1.2 - Tally System Version 1.2.4 and Release Notes Deliverable 1.3 – Tally System (Version 1.2) Sprint Status Reports Deliverable 13.1 - VBL Application Version 0.1 (Alpha) and Release Notes Deliverable 17.2 - VBL Application Program Management Backlog Update and Status Report	August 24, 2018	\$700,000
3	Deliverable 2.1 - Tally System Version 1.3.1 and Release Notes Deliverable 7.1 - Updated User Guides and Manuals Deliverable 8.1 - System Integration Backlog Update and Status Report Deliverable 9.1 - Future State Stewardship Backlog Update and Status Report Deliverable 13.2 - VBL Application Version 0.2 (Alpha) and Release Notes Deliverable 17.3 - VBL Application Program Management Backlog Update and Status Report	September 21, 2018	\$700,000
4	Deliverable 2.2 - Tally System Version 1.3.2 and Release Notes Deliverable 13.3 - VBL Application Version 0.3 (Alpha) and Release Notes Deliverable 13.4 – VBL (Alpha) Sprint Status Reports Deliverable 17.4 - VBL Application Program Management Backlog Update and Status Report	October 19, 2018	\$700,000
5	Deliverable 2.3 - Tally System Version 1.3.3 and Release Notes Deliverable 14.1 - VBL Application Version 0.4 (Beta) Deliverable 17.5 - VBL Application Program Management Backlog Update and Status Report	November 16, 2018	\$675,000
6	Deliverable 2.4 - Tally System Version 1.3.4 and Release Notes Deliverable 2.5 – Tally System (Version 1.3) Sprint Status Reports Deliverable 7.2 - Updated User Guides and Manuals Deliverable 8.2 - System Integration Backlog Update and Status Report Deliverable 9.2 - Future State Stewardship Backlog Update and Status Report Deliverable 14.2 – VBL Application Version 0.5 (Beta) Deliverable 15.1 - VBL Application Version 1.0 (Production Release) and Release Notes	December 14, 2018	\$675,000

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	Deliverable 15.2 - VBL Application Release Support Period 1 Backlog Update and Status Report Deliverable 17.6 - VBL Application Program Management Backlog Update and Status Report		
7	Deliverable 3.1 - Tally System Version 1.4.1 and Release Notes Deliverable 14.3 – VBL Application Version 0.6 (Beta) Deliverable 15.3 - VBL Application Release Support Period 2 Backlog Update and Status Report Deliverable 15.4 – Final List of VBL Application Third-Party Software and Materials Deliverable 16.1 - VBL Application Post Release Support Period 1 Backlog Update and Status Report Deliverable 17.7 - VBL Application Program Management Backlog Update and Status Report	January 11, 2019	\$700,000
8	Deliverable 3.2 - Tally System Version 1.4.2 and Release Notes Deliverable 14.4 – VBL Application Version 0.7 (Beta) Deliverable 16.2 - VBL Application Post Release Support Period 2 Backlog Update and Status Report Deliverable 17.8 - VBL Application Program Management Backlog Update and Status Report	February 8, 2019	\$675,000
9	Deliverable 3.3 - Tally System Version 1.4.3 and Release Notes Deliverable 7.3 - Updated User Guides and Manuals Deliverable 8.3 - System Integration Backlog Update and Status Report Deliverable 9.3 - Future State Stewardship Backlog Update and Status Report Deliverable 14.5 – VBL Application Version 0.8 (Beta) Deliverable 17.9 – VBL Application Program Management Backlog Update and Status Report	March 8, 2019	\$640,000
10	Deliverable 3.4 - Tally System Version 1.4.4 and Release Notes Deliverable 3.5 – Tally System (Version 1.4) Sprint Status Reports Deliverable 14.6 – VBL Application Version 0.9 (Beta) Deliverable 17.10 – VBL Application Program Management Backlog Update and Status Report	April 5, 2019	\$565,000
11	Deliverable 4.1 - Tally System Version 2.0.1 and Release Notes Deliverable 16.3 - VBL Application Post Release Support Period 3 Backlog Update and Status Report Deliverable 17.11 - VBL Application Program Management Final Report	May 3, 2019	\$650,000

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12	Deliverable 4.2 - Tally System Version 2.0.2 and Release Notes Deliverable 7.4 - Updated User Guides and Manuals Deliverable 8.4 - System Integration Backlog Update and Status Report Deliverable 9.4 - Future State Stewardship Backlog Update and Status Report Deliverable 14.7 – VBL Application Version 1.0 (Beta) and Release Notes Deliverable 14.8 – VBL (Beta) Sprint Status Reports	May 31, 2019	\$520,000
13	Deliverable 4.3 - Tally System Version 2.0.3 and Release Notes	June 28, 2019	\$500,000
14	Deliverable 4.4 - Tally System Version 2.0.4 and Release Notes Deliverable 4.5 – Tally System (Version 2.0) Sprint Status Reports Deliverable 16.4 – VBL Application Post Release Support Period 4 Backlog Update and Status Report	July 26, 2019	\$510,000
15	Deliverable 5.1 - Tally System Version 2.1.1 and Release Notes Deliverable 7.5 - Updated User Guides and Manuals Deliverable 8.5 - System Integration Backlog Update and Status Report Deliverable 9.5 - Future State Stewardship Backlog Update and Status Report	August 23, 2019	\$495,000
16	Deliverable 5.2 - Tally System Version 2.1.2 and Release Notes	September 20, 2019	\$495,000
17	Deliverable 5.3 - Tally System Version 2.1.3 and Release Notes Deliverable 16.5 – VBL Application Post Release Support Period 5 Backlog Update and Status Report	October 18, 2019	\$470,000
18	Deliverable 5.4 - Tally System Version 2.1.4 and Release Notes Deliverable 5.5 – Tally System (Version 2.1) Sprint Status Reports Deliverable 7.6 - Updated User Guides and Manuals Deliverable 8.6 - System Integration Backlog Update and Status Report Deliverable 9.6 - Future State Stewardship Backlog Update and Status Report	November 15, 2019	\$475,000
19	Deliverable 6.1 - Tally System Version 2.2.1 and Release Notes	December 13, 2019	\$470,000
20	Deliverable 6.2 – Tally System (Version 2.2) Sprint Status Reports Deliverable 6.3 – Final List of Tally System Third-Party Software and Materials Deliverable 16.6 – VBL Application Post Release Support Period 6 Backlog Update and Status Report	January 10, 2020	\$370,000
21	Deliverable 10.1 - Tally System Transitional Support Period 1 Backlog Update and Status Report Deliverable 7.7 - Updated User Guides and Manuals Deliverable 8.7 - System Integration Backlog Update and Status Report Deliverable 9.7 - Future State Stewardship Backlog Update and Status Report	February 7, 2020	\$390,000
22	Deliverable 10.2 - Tally System Transitional Support Period 2 Backlog Update and Status Report Deliverable 16.7 – VBL Application Post Release Support Period 7 Backlog Update and Status Report	March 6, 2020	\$375,000
23	Deliverable 7.8 - Final User Guides and Manuals Deliverable 8.8 - System Integration Final Report Deliverable 9.8 - Future State Stewardship Final Report Deliverable 10.3 - Tally System Transitional Support Period 3 Backlog Update and Status Report Deliverable 6.4 – Tally System Version 3.0.1 and Release Notes	April 3, 2020	\$1,095,000

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	Deliverable 14.9 – VBL System Version 2.0.1 and Release Notes		
24	Deliverable 11.1 - Tally System Pre- Election Support Period 1 Backlog Update and Status Report Deliverable 6.5 – Tally System Version 3.0.2 and Release Notes Deliverable 7.9 – Updated User Guides and Manuals II Deliverable 9.10 – Future State Stewardship Backlog Update and Status Report II Deliverable 14.10 – VBL System Version 2.0.2 and Release Notes	May 1, 2020	\$990,000
25	Deliverable 11.2 - Tally System Pre- Election Support Period 2 Backlog Update and Status Report Deliverable 6.6 – Tally System Version 3.0.3 and Release Notes Deliverable 14.11 – VBL System Version 2.0.3 and Release Notes	May 29, 2020	\$980,000
26	Deliverable 11.3 - Tally System Pre- Election Support Period 3 Backlog Update and Status Report Deliverable 6.7 – Tally System Version 3.0.4 and Release Notes Deliverable 6.8 – Tally System (Versions 3.0.1 – 3.0.4) Sprint Status Reports Deliverable 14.12 – VBL System Version 2.0.4 and Release Notes Deliverable 14.13 – VBL System (Versions 2.0.1 – 2.0.4) Sprint Status Reports	June 26, 2020	\$990,000
27	Deliverable 11.4 – Tally System Pre- Election Support Period 4 Backlog Update and Status Report Deliverable 6.9 – Tally System Version 3.0.5 and Release Notes Deliverable 14.14– VBL System Version 2.0.5 and Release Notes	July 24, 2020	\$980,000
28	Deliverable 11.5 - Tally System Pre- Election Support Period 5 Backlog Update and Status Report Deliverable 6.10 – Tally System Version 3.0.6 and Release Notes Deliverable 7.10 – Updated User Guides and Manuals II Deliverable 9.11 – Future State Stewardship Backlog Update and Status Report II Deliverable 14.15 – VBL System Version 2.0.6 and Release Notes Deliverable 18.1 – VBL Knowledge Transfer Status Report Deliverable 19.1 – Tally Knowledge Transfer Status Report	August 21, 2020	\$990,000
29	Deliverable 11.6 - Tally System Pre- Election Support Period 6 Backlog Update and Status Report Deliverable 6.11 – Tally System Version 3.0.7 and Release Notes Deliverable 14.16 – VBL System Version 2.0.7 and Release Notes	September 18, 2020	\$920,000
30	Deliverable 11.7 – Tally System Pre- Election Support Period 7 Backlog Update and Status Report Deliverable 6.12 – Tally System Version 3.0.8 and Release Notes Deliverable 6.13 – Tally System (Versions 3.0.5 – 3.0.8) Sprint Status Reports Deliverable 14.17 – VBL System Version 2.0.8 and Release Notes Deliverable 14.18 – VBL System (Versions 2.0.5 – 2.0.8) Sprint Status Reports	October 16, 2020	\$960,000
31	Deliverable 11.8 – Tally System Pre-Election Support Period 8 Backlog Update and Status Report Deliverable 6.14 – Tally System Version 3.0.9 and Release Notes Deliverable 14.19 – VBL System Version 2.0.9 and Release Notes	November 13, 2020	\$940,000
32	Deliverable 11.9 – Tally System Pre-Election Support Period 8 Backlog Update and Status Report Deliverable 6.15 – Tally System Version 3.0.10 and Release Notes Deliverable 7.11 – Updated User Guides and Manuals II	December 25, 2020	\$760,000

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	Deliverable 9.12 – Future State Stewardship Backlog Update and Status Report II Deliverable 14.20 – VBL System Version 2.0.10 and Release Notes Deliverable 18.2 – VBL Knowledge Transfer Status Report Deliverable 19.2 – Tally Knowledge Transfer Status Report		
33	Deliverable 6.16 – Tally System Version 3.0.11 and Release Notes Deliverable 14.21 – VBL System Version 2.0.11 and Release Notes	January 22, 2021	\$730,000
34	Deliverable 6.17 – Tally System Version 3.0.12 and Release Notes Deliverable 6.18 – Tally System (Versions 3.0.9 – 3.0.12) Sprint Status Reports Deliverable 14.22 – VBL System Version 2.0.12 and Release Notes Deliverable 14.23 – VBL System (Versions 2.0.9 – 2.0.12) Sprint Status Reports	February 19, 2021	\$720,000
35	Deliverable 6.19 – Tally System Version 3.0.13 and Release Notes Deliverable 14.24 – VBL System Version 2.0.13 and Release Notes	March 19, 2021	\$740,000
36	Deliverable 6.20 – Tally System Version 3.0.14 and Release Notes Deliverable 7.12 – Updated User Guides and Manuals II Deliverable 9.13 – Future State Stewardship Backlog Update and Status Report II Deliverable 14.25 – VBL System Version 2.0.14 and Release Notes Deliverable 18.3 – VBL Knowledge Transfer Status Report Deliverable 19.3 – Tally Knowledge Transfer Status Report	April 16, 2021	\$770,000
37	Deliverable 6.21 – Tally System Version 3.0.15 and Release Notes Deliverable 14.26 – VBL System Version 2.0.15 and Release Notes	May 14, 2021	\$790,000
38	Deliverable 6.22 – Tally System Version 3.0.16 and Release Notes Deliverable 14.27 – VBL System Version 2.0.16 and Release Notes Deliverable 14.28 – VBL System (Versions 2.0.13 – 2.0.16) Sprint Status Reports	June 11, 2021	\$520,000
39	Deliverable 6.23 – Tally System (Versions 3.0.13 – 3.0.16) Sprint Status Reports Deliverable 6.24 – Final List of Tally System Third-Party Software II Deliverable 7.13 – Final User Guides and Manuals II Deliverable 9.14 – Future State Stewardship Backlog Update and Status Report II Deliverable 14.29 – Final List of VBL System Third-Party Software Deliverable 18.4 – Final VBL Knowledge Transfer Status Report Deliverable 19.4 – Final Tally Knowledge Transfer Status Report	June 25, 2021	\$500,000

**EXHIBIT C
(AMENDMENT 3 - REVISED 3/2020)**

Contractor's Proposed Schedule

Services	Resources (Blended Core Team)	Duration	Period	
			Start Date	End Date
Transition from ESMA Work Order Task 0	Approx. 6.0	2 weeks	06/18/2018	06/29/2018
Tally System Implementation Tasks 1 - 6	Approx. 7.0	76 weeks	07/02/2018	12/13/2019
Tally System Implementation Task 6	Approx. 4.0	2 weeks	12/16/2019	12/27/2019
Tally System 3.0 Implementation I Task 6	Approx. 5.0	13 weeks	03/30/2020	06/26/2020
Tally System 3.0 Implementation II Task 6	Approx. 3.0	26 weeks	06/29/2020	12/25/2020
Tally System 3.0 Implementation III Task 6	Approx. 5.0	26 weeks	12/28/2020	06/25/2021
Tally System Program Management Tasks 7 - 9	Approx. 3.0	90 weeks	07/02/2018	03/20/2020
Tally System Program Management II Tasks 7 – 9	Approx. 3.0	66 weeks	03/23/2020	06/25/2021
Tally System Transitional Support Task 10	Not to exceed 200 hours per week	12 weeks	12/30/2019	03/20/2020
Tally System Pre-Election Support Task 11	Not to exceed 80 hours per week	28 weeks	03/23/2020	10/02/2020
Tally System Pre-Election Support II Task 11	Not to exceed 80 hours per week	12 weeks	10/05/2020	12/25/2020
VBL Application Planning Task 12	Approx. 3.0	2 weeks	07/02/2018	07/13/2018
VBL Application Alpha Build Task 13	Approx. 6.0	13 weeks	07/16/2018	10/12/2018
VBL Application Beta Build Task 14	Approx. 6.0	4 weeks	10/15/2018	11/09/2018

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VBL Application Beta Build 2 Task 14	Approx. 1.0	6 weeks	11/12/2018	12/21/2018
VBL Application Beta Build 3 Task 14	Approx. 3.0	6 weeks	12/24/2018	02/01/2019
VBL Application Beta Build 4 Task 14	Approx. 4.0	6 weeks	02/04/2019	03/15/2019
VBL Application Beta Build 5 Task 14	Approx. 2.0	4 weeks	03/18/2019	04/12/2019
VBL Application Beta Build 6 Task 14	Approx. 4.0	2 weeks	04/22/2019	05/03/2019
VBL Application 2.0 Build I Task 14	Approx. 6.0	13 week	03/30/2020	06/26/2020
VBL Application 2.0 Build II Task 14	Approx. 5.0	52 weeks	06/29/2020	06/25/2021
VBL Application Production Release and Support Task 15	Not to exceed 120 hours per week	6 weeks	11/12/2018	12/21/2018
VBL Application Post Release Support Task 16	Not to exceed 40 hours per week	6 weeks	12/24/2018	02/01/2019
VBL Application Post Release Support II Task 16	Not to exceed 80 hours per week	4 weeks	03/18/2019	04/12/2019
VBL Application Post Release Support III Task 16	Not to exceed 80 hours per week	8 weeks	05/06/2019	06/28/2019
VBL Application Post Release Support IV Task 16	Not to exceed 40 hours per week	36 weeks	07/01/2019	03/06/2020
VBL Application Program Management Task 17	Approx. 1.0	41 weeks	07/02/2018	04/12/2019
Knowledge Transfer Tasks 18 – 19	Approx. 1.0	52 weeks	06/29/2020	06/25/2021

EXHIBIT N O
INTENTIONALLY OMMITTED



BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	5/6/2020	
BOARD MEETING	5/12/2020	
DELEGATED AUTHORITY BOARD LETTER	X Yes <input type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Department of Health Services	
SUBJECT	APPROVAL TO EXERCISE AN EXISTING CONTRACT EXTENSION TO SOLE SOURCE AGREEMENT NO. HA-707648 WITH GARTNER, INC. FOR SPECIALIZED INFORMATION TECHNOLOGY CONSULTING SERVICES	
PROGRAM		
SOLE SOURCE CONTRACT	X Yes <input type="checkbox"/> No	
	If Yes, please explain why: It is more cost-effective to obtain services by exercising an option under an existing contract.	
DEADLINES/ TIME CONSTRAINTS	The current Agreement expires on May 31, 2020	
COST & FUNDING	Total cost: Roll over previously approved funds of \$1,147,137 for a total of \$7,103,137	Funding source: Funding is included in the DHS Fiscal Year 2019-20 Final Budget and will be requested in future years budget as necessary.
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Exercise the first one-year extension to the Agreement and increase the total Maximum Agreement Sum by up to approximately \$1.147 M comprised of roll over funds from the prior agreement (\$551,537) and the existing ten percent (10%) contingency funds (\$595,600).	
BACKGROUND (include internal/external issues that may exist)	Gartner provided baseline and ongoing project risk assessment and reporting, ongoing quality control and quality assurance services to monitor compliance with projects and corresponding agreements, project monitoring and tracking, program management support, strategic assessments, knowledge transfer, and project spin up and capacity building services for ORCHID, WPC, and MCS projects, among others. In addition, Gartner's third-party oversight, quality assurance, and capacity building services in the ORCHID program have been a key element in the project's early and ongoing accomplishments for DHS. There has been consistency of key Gartner personnel with unique skill sets and experience which has ensured continuity during the term of the project, adding to the success of ORCHID implementation in DHS. Gartner's services are needed to apply this successful methodology and approach to the implementation of ORCHID throughout the relevant sites in DPH. There are currently no resources in the County that have the knowledge, skills, and abilities to perform these specialty IT consulting services on simultaneous critical projects.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Julio Alvarado, Director C&G, (213) 288-7819, JAlvarado@dhs.lacounty.gov • Christopher Kinney, Section Manager, 213 288-8862, CKinney@dhs.lacounty.gov • Lillian Anjargolian, Deputy County Counsel, (213) 288-8124, LAnjargolian@counsel.lacounty.gov 	

May 12, 2020

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

Dear Supervisors:

**APPROVAL TO EXERCISE AN EXISTING CONTRACT EXTENSION TO SOLE
SOURCE AGREEMENT NO. HA-707648 WITH GARTNER, INC. FOR SPECIALIZED
INFORMATION TECHNOLOGY CONSULTING SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Approval of delegated authority to the Director of Health Services (Director), or designee, to extend sole source Agreement No. HA-707648 with Gartner, Inc. for specialized information technology consulting services.

The Department of Health Services recommends:

1. Delegate authority to the Director, or designee, to amend the sole source Agreement No. HA-707648 (Agreement) with Gartner, Inc. (Gartner) for specialized information technology consulting services to a) exercise the first of two one-year extensions for the period of June 1, 2020 through May 31, 2021; and b) roll over previously approved funds in the amount of \$1,147,137 into the extended term for a total Maximum Agreement Sum of \$7,103,137, subject to prior review and approval as to form by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommendation will provide the Department of Health Services (DHS) with the authority to exercise the first one-year extension to the Agreement to give DHS the ability to utilize these services, if necessary, and the ability to increase the total Maximum Agreement Sum by up to approximately \$1.147 M comprised of roll over funds from the prior agreement with Gartner (approximately \$551,537) and the existing ten percent (10%) contingency funds (\$595,600) for additional consulting services.

Throughout the existing term, Gartner has provided DHS with subject matter expertise in several critical areas, such as data and analytics, cybersecurity, enterprise program and project management oversight and quality assurance, and technology solution sourcing and procurement.

During the current term, Gartner provided baseline and ongoing project risk assessment and reporting, ongoing quality control and quality assurance services to monitor compliance with projects and corresponding agreements, project monitoring and tracking, program management support, strategic assessments, knowledge transfer, and project spin up and capacity building services for the Online Real-time Centralized Health Information Database (ORCHID), Whole Person Care, and Managed Care Services projects, among others. In addition, Gartner's third-party oversight, quality assurance, and capacity building services in the ORCHID program have been a key element in the project's early and ongoing accomplishments for DHS. There has been consistency of key Gartner personnel with unique skill sets and experience which has ensured continuity during the term of the project, adding to the success of ORCHID implementation in DHS. Gartner's services are needed to apply this successful methodology and approach to the implementation of ORCHID throughout the relevant sites in the Department of Public Health. There are currently no resources in the County that have the knowledge, skills, and abilities to perform these specialty IT consulting services on simultaneous critical projects.

Implementation of Strategic Plan Goals

The recommended actions support Strategy II.2 "Support the Wellness of Our Communities" and III.3 "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability" of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Funding is included in the DHS Fiscal Year 2019-20 Final Budget and will be requested in future years budget as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 8, 2018, the Board of the Supervisors (Board) approved the sole source Agreement with two (2) one-year optional extensions as recommended by the Health Agency. The Board requested that the Health Agency return for authority to exercise each extension. In the absence of an Agency Director, and as DHS initiated and administers the Agreement with Gartner, this Agreement is being transferred by to DHS. The amendment is subject to prior review and approval as to form by County Counsel. The Chief Information Officer has reviewed this Board Letter and recommends approval. The CIO further determined that a CIO Analysis is not required for the recommended action. The Sole Source Checklist (Attachment I) has been approved by the Chief Executive Office.

The Honorable Board of Supervisors

May 12, 2020

Page 3

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation will enable Gartner to continue providing consulting services under the Agreement.

Respectfully submitted,

Reviewed by:

Christina R. Ghaly, M.D.
Director
CRG:JA

William S. Kehoe
Chief Information Officer

Enclosure

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

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



Los Angeles County
Board of Supervisors

Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Fred Leaf
Interim Director, Health Agency

Christina R. Ghaly, M.D.
Acting Director, Department of Health Services

Jonathan E. Sherin, M.D, Ph.D.
Director, Department of Mental Health

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director, Department of Public Health

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"The mission of the Los Angeles County Health Agency is to improve health and wellness across Los Angeles County through effective, integrated, comprehensive, culturally appropriate services, programs, and policies that promote healthy people living in healthy communities."

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

30 May 8, 2018

CELIA ZAVALA
ACTING EXECUTIVE OFFICER

May 8, 2018

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

Dear Supervisors:

**APPROVAL OF SOLE SOURCE SUCCESSOR AGREEMENT WITH
GARTNER, INC. FOR SPECIALIZED
INFORMATION TECHNOLOGY CONSULTING SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Approval of a sole source successor agreement with Gartner Inc., for the continued provision of specialized information technology consulting services for the Health Agency.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Interim Health Agency (Director), or his designee, to execute a sole source successor agreement (Agreement), with Gartner Inc., (Gartner), for a base term of June 1, 2018 through May 31, 2020, with three one-year optional extension periods, with a Maximum Agreement Sum of \$5,956,000 for the base term, subject to increase as set forth below, for the continued provision of Information Technology (IT) consulting services for Health Agency (Agency) related projects.
2. Delegate authority to the Director, or his designee, to execute amendments to the Agreement to: (a) add, delete and/or change certain terms and conditions in the Agreement as required by federal or State law or regulation, County policy, County Board of Supervisors (Board) and/or Chief Executive Office (CEO); and (b) increase the Maximum Agreement Sum by the amount of any unexpended funds from the current



agreement No. H-705792 that expires on May 31, 2018, which is estimated to be \$550,000, to purchase additional consulting services, with all Amendments subject to prior review and approval by County Counsel.

3. Delegate authority to the Director, or his designee to terminate the Agreement, as necessary, in accordance with the applicable termination provisions in the Agreement, without further action by the Board, subject to review and approval by County Counsel with notification to the Board.
4. Delegate authority to the Director, or his designee, to further amend the Agreement to increase the Maximum Agreement Sum of the two-year base term by no more than ten percent (10%) of the Maximum Agreement Sum of \$5,956,000 for additional consulting services for the Agency which, if exercised would not exceed \$595,600 subject to prior review and approval by County Counsel with notification to the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Background

The Board approved a sole source agreement with Gartner on May 14, 2013, for consulting services related to the implementation and deployment of the Department of Health Services (DHS) electronic health record (EHR) system, known as Online Realtime Centralized Health Information Database (ORCHID). Subsequent amendments were approved to expand the agreement to include additional consulting services in support of procurement and implementation of new IT systems including, expansion of ORCHID to the Department of Public Health (DPH), a case management platform to support Housing for Health and Whole Person Care (WPC), and a managed care core system for Managed Care Services (MCS). Gartner's third-party oversight, quality assurance, project monitoring and tracking, and strategic assessments provided in the current agreement have played an integral role in the successful implementation and stabilization transition period of maintenance and support operations for deployment of the new systems.

Recommendations

Approval of the first recommendation will allow the Director, or his designee, to execute a sole source successor Agreement with Gartner, substantially similar to Exhibit I, for the continued provision of specialized IT consulting services for a two-year base period with three one-year options. The Agency will return to the Board in the future to request approval to exercise the extension periods and increase the Maximum Agreement Sum accordingly. Over the past years, Gartner has established a set of highly specialized services that are being used across a broad range of Agency projects. The current agreement has been amended a number of times and the recommended new Agreement will provide a streamlined structure for addressing Statements of Work for new projects.

Approval of the second recommendation will allow the Director, or his designee, to execute amendments to the Agreement to add, delete, and/or change certain terms and conditions as required under federal or State law or regulation, County policy, Board, and/or CEO. This recommendation also delegates authority to the Director, or his designee, to carry over any unspent funds from the current Gartner agreement which expires on May 31, 2018, to add to the successor Agreement's Maximum Agreement Sum to purchase additional consulting services.

Approval of the third recommendation will allow the Director, or his designee, to terminate the Agreement in accordance with the applicable termination provisions in the Agreement, subject to review and approval by County Counsel and notification to the Board.

Approval of the fourth recommendation will allow the Director, or his designee, to amend the Agreement to increase the Maximum Contract Sum by no more than ten percent (10%) of the Maximum Agreement Sum, to purchase additional consulting services for the Agency during the base term of the Agreement. Any such amendment would be reviewed and approved by County Counsel with notification to the Board.

Justification

Gartner is currently providing baseline and ongoing project risk assessment and reporting, ongoing quality control and quality assurance services to monitor compliance with projects and corresponding agreements, project monitoring and tracking, program management support, strategic assessments, knowledge transfer, and project spin up and capacity building services for ORCHID, WPC, and MCS projects, among others. Most recently, Gartner began assessing the feasibility of the transition of Jail Health Information System (JHIS) to ORCHID and analyzing the infrastructure of the DHS Call Center environment. Continuation of these specialized IT consulting services is necessary for the projects to stay on course with their rigorous timelines. As such, the successor Agreement will include the continuation of these services. Gartner will also be used to continue assisting with additional Cerner acquisitions and deployments currently under consideration, including but not limited to, cost accounting, Clairvia Clinical Workforce Management, Time and Attendance, transaction services, and patient accounting. In addition, the Agency may purchase additional services, within the predetermined category of services set forth above, to support the Agency's future IT projects.

Gartner is uniquely positioned to assist the Agency as it pursues the implementation of the Cerner financial systems, which have wide-ranging ramifications for the Agency's administrative and critical operations, especially given that ORCHID will be tightly integrated with these systems. There are currently no resources in the County that have the knowledge, skills, and abilities to perform these specialty IT consulting services on simultaneous critical projects.

In approximately one year, the Agency will provide the Board with a report on projects and tasks assigned to Gartner under this Agreement that includes a description of the specific skills sets and resources required to transition some of the Gartner tasks to DHS staff. The report will include an analysis of specific tasks and deliverables that should be performed by an independent contractor, such as Quality Assurance, and how they could be competitively bid, in the future, through another County master agreement.

However, it should be noted that Gartner has unparalleled insight into the Agency's IT landscape (especially with respect to ORCHID) and organizational complexities. In addition, Gartner provides third-party risk-assessment tracking and monitoring of projects, tasks that are most effectively provided by an independent third party. Irrespective of the County's expansion of its IT consulting capabilities, the Agency expects to continue to use Gartner for the entire five year term of the Agreement.

Continuity of knowledge and human capital, and rigorous methodology in approaching large-scale projects will be essential in the upcoming years. As a result of the Agency's ongoing need for Gartner, as well as the fluidity of the Agency's IT consulting needs, the flexibility to use the additional ten percent (10%) delegated authority is necessary.

Implementation of Strategic Plan Goals

The recommended actions support Strategy III.2, "Embrace Digital Government for the Benefit of Our Internal Customers and Communities" and III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability" of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The Maximum Agreement Sum is \$5,956,000, subject to increase as set forth above, over the initial two-year term. Funding is included in the DHS Fiscal Year 2017-18 Final Budget and will be requested in future years, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The successor Agreement, which is materially identical to the current agreement, includes all Board required provisions, including the most recent provision, Compliance with County's Zero Tolerance Policy of Human Trafficking. The Agreement may be terminated for convenience by the County upon ten (10) days prior written notice. The Agreement contains a limit of liability based on the total fee paid by the County under the Agreement. The limit of liability does not apply if damages are caused by negligence or willful acts of omissions of Gartner or its employees. This limitation is in the current agreement and is typical in consulting services agreements of this nature. The Agency has determined the limitation of liability represents a minimal risk to the County.

County Counsel has approved Exhibit I as to form. The Chief Information Officer (CIO) concurs with the Agency's recommendations and a CIO Analysis is in Attachment A.

CONTRACTING PROCESS

It is in the best interest of the County to continue services with Gartner on a sole source basis, as Gartner is the only firm currently situated with the expertise required to provide ongoing IT consulting services to the Agency's current and upcoming projects. Gartner's knowledge and expertise in approaching large-scale projects under the current agreement have been invaluable to the County and their continued engagement will help ensure the Agency successfully concludes the current projects and is able to take on other Agency projects, often simultaneously. The Agency has also determined that it is not feasible to conduct a solicitation to obtain additional consulting services as another firm would not bring the same depth of experience and would delay implementation of current and upcoming projects.

In accordance with Board Policy No. 5.100, the Agency notified the Board of its intent to enter in to sole source negotiations with Gartner on July 17, 2017, for the extension of the Agreement (Attachment B). Attachment C is the sole source checklist.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will enable Gartner to continue providing uninterrupted consulting services for existing engagements under the current agreement and provide comparable services for future engagements.

Respectfully submitted,



Fred Leaf
Interim Director

Reviewed by:



William S. Kehoe
Chief Information Officer

FL:WSK:sa

Enclosures (4)

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



William S. Kehoe
CHIEF INFORMATION OFFICER

Office of the CIO

CIO Analysis

AGENDA DATE:

5/8/2018

SUBJECT:

APPROVAL OF SOLE SOURCE SUCCESSOR AGREEMENT WITH GARTNER, INC. FOR SPECIALIZED INFORMATION TECHNOLOGY CONSULTING SERVICES APPROVAL OF SOLE SOURCE SUCCESSOR

CONTRACT TYPE:

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

SUMMARY:

Description:

This is a successor agreement with Gartner, Inc. for the continued provision of Information Technology (IT) Consulting Services. Gartner has been engaged for a few years in different projects with the Department of Health Services (DHS), as well as the County. Their focus is Project health, Project management as needed, Gap Analysis, capacity building and so forth. This Board letter is requesting the authority for the Interim Health Agency Director (Director) to execute a Sole Source successor Agreement (Agreement), for a two year period starting June 1, 2018 through May 31, 2020, with three 1-year options with a Maximum Agreement Sum of \$5,956,000 for the base two years.

DHS further asks delegated authority to: 1) Execute termination of contract as needed; 2) Use any unused funds from H-705792; and 3) Use up to 10% of the contract sum (\$595,600) towards any Amendments deemed necessary.

Contract Amount: \$5,956,000

FINANCIAL ANALYSIS:

Contract costs:

One-time costs

IT Consulting Services	\$	None
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Ongoing annual costs:

Deliverables (task 1,2,3,4,5,6)++

Year 1 (2018-2019)**	\$	3,378,000
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Year 2 (2019-2020)**	\$	2,578,000
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Total Contract Costs:	\$	5,956,000
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Previous Agreement H-705792 is estimated to be \$10,268,481 through May 31, 2018. There is an estimated \$550,000 unspent amount from this Agreement that will be rolled into the new Agreement.

Notes:

****All these numbers are rough estimates. Since this is an IT Services estimate, the exact costs will depend on the project time lines, resources available, finalization of contracts, and various extraneous factors. Hence these numbers are just guidelines and DHS' preliminary estimates, that can drastically change. Exhibit B (Pricing Schedule) gives this preliminary estimate.**

++ DHS has defined six services appropriate to the Health Agency related projects, as well as Whole Person Care Project. The services (Exhibit B - Pricing Sheet) are: Project Oriented Oversight Reviews and Risk Assessments (Task 1); Task Order Based Strategic Services (Task 2); Project Spin up and Capacity Building Services (Task 3); Monitoring and Tracking Services (Task 4); Program Management Services (Task 5); and Solicitation Document Development Services (Task 6).

RISKS:

1. Gartner, Inc. provides value added services to DHS. Their services reduced project and program risks and has resulted in successful project implementations like ORCHID. Employing reputed vendors is a good risk mitigation technique in the short to midterm. However, engaging in a consulting engagement for longer periods, introduces many unforeseen variables, and increases inherent risks. One of the risks is in Vendor Management, where vendors may attempt to create non value added work to expend the monies allocated. DHS, however, has a good governance mechanism to manage Vendors.
2. In the long run, DHS (as well as all departments) needs to build a repository of best of breed Project and Program Management capabilities in-house. This will reduce the risk of vendor dependence, Improve the capacity of DHS to engage at complex project management and may reduce the costs in the long run.
3. One of the key deliverables from Gartner (task 3), is to provide capacity building services which includes mentorship of DHS project staff. DHS management needs to emphasize proper transfer of knowledge and training from Gartner to in-house persons in their Enterprise Project Management Office (EPMO). The Health Agency can also leverage other PMOs in the Department of Mental Health and Department of Public Health. This will enable an Agency wide approach to build the required competencies needed.
4. There are tasks that Gartner perform like Strategic Assessment, Indepth Quality Assurance etc. that may still need to be executed by a Vendor, as these competences are difficult to build in-house and are highly specialized. The county has other contracting vehicles available also to employ a vendor with these specialties.
5. OCIO is planning to create an PM Center of Excellence but current vision does not include any PM staff to assist the departments. The OCIO PM Center of Excellence will provide standards, templates, training, methodologies to assist departments create robust PMOs with standard methods of Project Management throughout the County. OCIO along with CEO job classification will also embark on creating right PM job classifications so that departments can hire appropriate levels of PM resources.
6. At this point outside counsel is not required. Gartner, Inc. is already working on projects where Foley and Lardner (outside counsel) is engaged. Originally, few years back, Gartner was brought in to assist in the ORCHID project, which was vetted out by Foley and Lardner, Inc.

Sole Source Agreement with Gartner, Inc.

PREPARED BY:

by fa
Sanmay Bhukhopadhyay

DEPUTY CIO

4/24/2018

DATE

APPROVED:

William Kehoe ^{Kh}

WILLIAM S. KEHOE, COUNTY CHIEF INFORMATION OFFICER

4/24/2018

DATE



July 17, 2017

**Los Angeles County
Board of Supervisors**
Hilda L. Solis
First District

Mark Ridley-Thomas
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

Mitchell H. Katz, M.D.
Director, Health Agency

Jonathan E. Sherin, M.D., Ph.D.
Director, Department of Mental Health

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director, Department of Public Health

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"The mission of the Los Angeles County Health Agency is to improve health and wellness across Los Angeles County through effective, integrated, comprehensive, culturally appropriate services, programs, and policies that promote healthy people living in healthy communities."


TO: Supervisor Mark Ridley-Thomas, Chairman
Supervisor Hilda L. Solis
Supervisor Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Mitchell H. Katz, M.D.
Director

**SUBJECT: ADVANCE NOTIFICATION OF INTENT TO
NEGOTIATE SOLE SOURCE AMENDMENTS TO
AGREEMENT NO. H-705407 WITH CERNER
CORPORATION AND AGREEMENT H-705792 WITH
GARTNER, INC.**

This is to provide the Board of Supervisors (Board) with advanced notification of the Health Agency's (Agency) intent to return to the Board to request approval of: (i) an amendment to existing Agreement H-705407 (Cerner Agreement) with Cerner Corporation (Cerner) to purchase and implement additional systems and add an option to further extend the term of the agreement; and (ii) an amendment to the sole source Agreement H-705792 (Gartner Agreement) with Gartner, Inc. (Gartner) to extend the term of the agreement for the provision of additional consulting services.

Board Policy 5.100 requires written notice of a department's intent to enter into sole source negotiations for a Board-approved agreement at least four (4) weeks prior to the initiating sole source negotiations. Although the current agreement with Cerner was awarded after a solicitation, the purchase of additional services and software is on a sole source basis and is subject to the Board policy. In addition, any further extension of the current sole source agreement with Gartner is subject to the aforementioned policy.

Background

In my memorandum dated May 8, 2017, the Department of Health Services (DHS) advised the Board of impending activities related to the purchase and deployment of cost and patient accounting systems. While some software for these systems is included in the Online Real-Time Centralized Health Information Database (ORCHID) software library available to the County, deployment of the full suite of software, as well as related supporting systems and software, will require the Board's approval to amend the Cerner agreement.

We conducted an in-depth review of the Cerner cost and patient accounting systems for suitability, including reviewing other vendor systems deployed at other healthcare organizations. Because of the high level of complexity involved, DHS thought it advisable to defer this project until after the clinical modules of ORCHID were implemented successfully. However, DHS' focus is now on deploying a fully-integrated financial and clinical system. This expansion involves a fundamental transformation of DHS' financial processes and systems.

Justification

Financial Systems

In light of Cerner's provision of ORCHID, DHS' electronic health record system, Cerner is the only vendor that can currently provide DHS with a fully integrated clinical and financial solution. A fully integrated system will provide a bi-directional interface between the financial and clinical systems that ensures DHS' data is synchronized and comprehensive, and that revenues are maximized. Due to the short timeline to deploy and consistent with the vision for a fully integrated solution, DHS plans to request Board approval to amend the Cerner agreement to include provisions to purchase cost and patient accounting from Cerner on a sole source basis. The proposed purchases will continue to be considered in phases, with the first phase consisting of cost accounting. Although DHS is providing this Board notice for the possible purchase of patient accounting, the decision to purchase a fully integrated solution will be considered again pending the changing funding climate for DHS.

The Cerner cost accounting modules bring together the patient specific clinical information with the assignment of cost at the line item charge level. Cost data at the facility, patient specific, and procedural levels will provide DHS with a thorough understanding of its cost structure, the variances of such structure within each hospital and health center, and allow for more informed decision making on how best to provide cost effective services to our patient population. Analysis of data generated by the cost accounting system will also allow for cost comparisons across DHS for similar services. The opportunity to obtain this type of detailed information has never before been available. As DHS moves forward in uncertain financial times, analysis of this data will be essential in determining where efficiencies can be made to reduce costs and keep DHS financially viable.

The patient accounting modules provide patient billing information based on medical records. While DHS has a current patient accounting system, it is not fully integrated with ORCHID and at best, it is only capable of interfacing with it. ORCHID is already configured and deployed using the Cerner patient accounting front end components, including registration and scheduling solutions. The patient accounting system tables all reside within a single technical platform that is the foundation for the ORCHID deployment. An integrated patient accounting and electronic health record system will enable a full clinically-driven charge capture and revenue cycle solution.

Cerner is the only provider that can provide a fully integrated system and with parts of it already being provided as part of the ORCHID implementation, it is also in the best economic interest of the County to implement a fully integrated system. The value of an integrated system, both for the County and its patients, should not be underestimated. For example, the cost accounting system will utilize the patient accounting detail charge data that is based on clinical documentation and determine the costs associated with the clinical services provided. The value of this integrated information provides for analysis of clinical outcomes related to processes of care for clinicians, as it will provide cost information at the department, charge item and patient level. When clinical, financial and operational data come together in a single platform, there are opportunities to minimize cost, increase quality outcomes and better manage and maximize the services provided to the patient population.

Cerner Agreement Extension

If all Board-approved extensions of the Cerner Agreement are exercised, the Cerner Agreement will expire on December 31, 2027. In the course of exploring cost and patient accounting systems, DHS noted that full deployment of these financial systems may take as long as three (3) years, which would leave a minimal useful life under the full term of the Cerner agreement for a fully deployed integrated clinical and financial system. In addition, considering the fact that the financial systems and the currently deployed Cerner clinical systems are tightly integrated and largely interdependent, there is little opportunity to procure a similar system from another vendor. Finally, the purchase of the financial systems is expected to be large and impactful to Cerner, which grants the County an opportunity to negotiate favorable financial terms for an extension of the current Cerner Agreement for the clinical systems. While DHS is not certain that such negotiations will be successful, this sole source notice for consideration of a five (5) year extension of the Cerner Agreement is being provided now so that DHS has flexibility to consider including the extension if it is in the best economic interest of the County.

Gartner Agreement

The Health Agency has engaged Gartner to advise and assist in overseeing critical strategic information technology projects, including the deployment of ORCHID at both DHS and the Department of Public Health, as well as a care management platform to support the Whole Person Care and Housing for Health programs. Throughout the years, Gartner's third-party oversight, quality assurance, and capacity building services have proved to be integral in the success of the ORCHID implementation and stabilization efforts during the transition to ongoing maintenance and operations. Their assistance on these projects has enabled the Agency not only to identify risks and opportunities in an efficient manner, but also to address them effectively, and thus enabled County resources to refocus efforts on these facets of these complex projects.

Gartner is uniquely positioned to assist DHS as it pursues the implementation of the Cerner financial systems, which have wide-ranging ramifications for DHS' administrative and

clinical operations, especially given that ORCHID will be interwoven with these systems. Gartner's unparalleled insight on the Agency's Information Technology (IT) landscape (especially with respect to ORCHID) and organizational complexities, continuity of knowledge and human capital, and rigorous methodology in approaching large-scale projects will be essential in this endeavor. However, the Gartner Agreement will expire on May 31, 2018 without further action. The Agency is therefore advising the Board of its intent to proceed with sole source negotiations with Gartner for a five (5) year term extension to ensure continuity of services for existing engagements under the Agreement, and to provide comparable services and resources to assist DHS' deployment of cost and patient accounting systems.

Alternate Plan

Due to the urgency of this project, DHS does not have an alternate plan for (i) the design, build and implementation of the financial systems; and (ii) the procurement of alternative consulting services.

Timeline

The Health Agency plans to begin sole source negotiations both with Cerner and Gartner in the next two (2) weeks and anticipates returning to the Board in the fall of 2017, in concert with the extension of the Quadramed, Inc. current patient accounting agreement.

Conclusion

In conclusion, DHS believes that (i) Cerner is the only provider currently situated with the expertise required to assist in the design, build and implementation of the financial systems and to continue to provide the currently deployed clinical systems for an additional five (5) years; and (ii) Gartner is the only provider currently situated with the expertise required to provide ongoing IT consulting services to the Agency.

If you have any questions or require additional information, please let me know, or your staff may contact Dr. Christina Ghaly, Chief Operations Officer, DHS, at (213) 240-7787.

MHK:kh

C: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

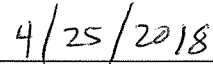
SOLE SOURCE CHECKLIST

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	<p>➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. 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></p>
	<p>➤ Compliance with applicable statutory and/or regulatory provisions.</p>
	<p>➤ Compliance with State and/or federal programmatic requirements.</p>
	<p>➤ Services provided by other public or County-related entities.</p>
	<p>➤ Services are needed to address an emergent or related time-sensitive need.</p>
	<p>➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.</p>
✓	<p>➤ 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.</p> <p>Gartner is currently providing consulting services for the Health Agency (Agency), including baseline and ongoing project risk assessment and reporting, ongoing quality control and quality assurance services to monitor compliance with projects and corresponding agreements, project monitoring and tracking, program management support, project oversight, strategic assessments, knowledge transfer, quality assurance assessments, and project spin-up and capacity-building services for the Online Real-time Centralized Health Information Database (ORCHID), Whole Person Care, and Managed Care Services projects, among others. Continuation of these specialized IT consulting services is necessary for the projects to stay on course with their rigorous timelines and ensure the projects are stabilized successfully during ongoing maintenance and support. Gartner will also be used to continue assisting with additional Cerner acquisitions and deployments currently under consideration including, but not limited to, cost accounting, Clairvia Clinical Workforce Management, Time and Attendance, transaction services, and patient accounting. Their assistance on the current projects has also enabled the Agency to identify risks and opportunities in an efficient manner and address them effectively. Since Gartner has unparalleled insight into the Agency’s IT landscape (especially with respect to ORCHID) and has extensive experience and understanding of the Agency’s operations, complexities, procurement, methodology, planning, and contract development processes, they are best positioned to assist the Agency for current and future engagements.</p> <p>The Agency has determined that a solicitation process is not in the best interest of the County and would not be feasible since another firm would not provide the</p>

	continuity from Gartner or have the same in-depth Agency expertise as Gartner. Additionally, the County does not have the personnel resources with the knowledge, skill set, and abilities to perform specialty IT consulting services on simultaneous critical projects. In approximately one year, the Agency will provide the Board with a report on projects and tasks assigned to Gartner under this Agreement that includes a description of the specific skills sets and resources required to transition some of the Gartner tasks to DHS staff. The report will include an analysis of specific tasks and deliverables that should be performed by an independent contractor, such as Quality Assurance, and how they could be competitively bid in the future.
	➤ 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

HEALTH AGENCY



AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

GARTNER, INC

FOR

CONSULTING SERVICES

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- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

**AGREEMENT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
GARTNER, INC.
FOR
CONSULTING SERVICES**

This Agreement and Exhibits made and entered into this ____ day of _____, 2018 by and between the County of Los Angeles, hereinafter referred to as "County", and Gartner, Inc. hereinafter referred to as "Contractor". Contractor is located at 56 Top Gallant Road, Stamford, CT 06902.

RECITALS

WHEREAS, the County may contract with private businesses for specialized Consulting Services when certain requirements are met; and

WHEREAS, the County and the Contractor agree that this Agreement will supersede the prior Agreement No. H-705792, dated May 14, 2013, and all amendments thereto; and

WHEREAS, the Health Agency, consisting of the Department of Health Services, Department of Public Health and the Department of Mental Health, was established by the Board of Supervisors in 2015 to improve the health and wellness of Los Angeles County residents through the provision of coordinated care and services; and

WHEREAS, each of the departments of the Health Agency may purchase work and services pursuant to this Agreement, with the Department of Health Services administering this Agreement on behalf of the Health Agency; and

WHEREAS, the County requires Contractor's third party oversight and quality assurance services and other services as more fully described herein, for various County initiatives, including, but not limited to, the Online Realtime Centralized Health Information Database system, the Membership Administration and Payment Linkage Environment system, the Comprehensive Health

Accompaniment Management Platform system, as well as other initiatives within the Health Agency; and

WHEREAS, the Contractor warrants that it possesses the necessary special skills, experience, knowledge, technical competence and sufficient staffing to perform under this Agreement; and

WHEREAS, the Contractor is a private firm specializing in providing the services described herein; and

WHEREAS, this Agreement is therefore authorized under California Code, Government Code Section 31000 which authorizes the Board of Supervisors to contract for specialized services; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250.

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, B, C, D, E, F, G, H, and I, are attached to and form a part of this Agreement. 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 Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Pricing Sheet
- 1.3 EXHIBIT C – Sample DED
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Agreement Execution

1.8 EXHIBIT H - Jury Service Ordinance

1.9 EXHIBIT I - Safely Surrendered Baby Law

This Agreement and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Agreement. No change to this Agreement shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 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 shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 Agreement: Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 Consulting Services: Collectively, all functions, responsibilities, tasks, subtasks, Deliverables, goods, and other services: (a) identified in Exhibit A (Statement of Work); (b) identified in this Agreement as being Contractor's responsibility; and (c) otherwise necessary to comply with the terms of this Agreement, as purchased by County pursuant to a fully executed DED.

2.3 Contract: Agreement executed between County and Contractor.

2.4 Contractor: The sole proprietor, partnership, limited liability company or corporation that has entered into an Agreement with the County to perform or execute the work covered by the Statement of Work.

2.5 Contractor Project Manager: The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

2.6 County Project Director: The individual designated by the County with overall responsibility for the Agreement after the Agreement

award. This may be the same person named as County Project Manager.

- 2.7 County Project Manager:** The individual designated by the County to administer the Agreement.
- 2.8 Day(s):** Calendar day(s) unless otherwise specified.
- 2.9 DED:** Deliverable Expectations Document and Deliverables Acceptance Document.
- 2.10 Director:** Director of Health Services or his/her authorized designee acting on behalf of the Health Agency.
- 2.11 Facility:** Medical Centers, Rehabilitation Centers, Health Centers, or Ambulatory Care Centers all within the Health Agency.
- 2.12 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.13 Health Agency:** The County agency consisting of County Departments of Health Services (DHS), Mental Health (DMH), and Public Health (DPH) acting as a single unified Health Agency.

3.0 WORK

- 3.1** Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein. The Statement of Work, Exhibit A, sets forth the menu of Consulting Services that may be purchased pursuant to this Agreement, with the price for each of the Consulting Services set forth in Pricing Sheet, Exhibit B. In order to purchase the Consulting Services, following agreement on the specific Consulting Services, a DED must be prepared and executed by the Director, or designee and Contractor's authorized representative. A blank form DED is attached hereto as Exhibit C, Sample DED.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

- 4.1 The term of this Agreement shall commence on June 1, 2018, through the period ending May 31, 2020 ("Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Agreement. Upon the expiration of the Initial Term, County may, at its sole discretion, extend the term of this Agreement for three (3) additional one-year periods (each, a "Renewal Term"). Each extension option may be exercised at the sole discretion of the Health Agency if authorized by the Board of Supervisors. In the event the Health Agency desires to renew the Agreement by exercising an option term, the County shall provide Contractor with a written notice of intent to renew the Contract thirty (30) calendar days prior to the expiration of the then current term of the Agreement. The option to renew shall be set forth in writing, as provided in Subparagraph 8.1, Amendments.
- 4.2 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 shall notify DHS when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the DHS at the address herein provided in Exhibit E - County's Administration.

5.0 AGREEMENT SUM, BILLING AND PAYMENT

- 5.1 The Maximum Agreement Sum for the Initial Term set forth in subparagraph 4.1 shall not exceed Five Million, Nine Hundred Fifty-Six Thousand Dollars (\$5,956,000).
- 5.2 During the Initial Term of this Agreement, the Director, or designee, may increase the Maximum Agreement Sum by: (i) [TBD], the amount of unexpended funds from the previous agreement (No. H-

705792) between County and Contractor and (ii) no more than ten percent (10%) of the total Maximum Agreement Sum, not to exceed \$595,600, for the purchase of additional Consulting Services. Any modification to the Maximum Agreement Sum is subject to a duly approved Amendment to this Agreement by County and Contractor's authorized representative(s) pursuant to Paragraph 8.1 – Amendments.

5.3 The Contractor shall 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, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to DHS at the address herein provided in Exhibit E - County's Administration.

5.5 No Payment for Services Provided Following Expiration/Termination of Agreement

The Contractor shall 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 Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for

services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Agreement.

5.6 Invoices and Payments

- 5.6.1 The Contractor shall invoice the County in arrears only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Agreement. The Contractor's payments shall be as provided in Exhibit B - Pricing Sheet, and the Contractor shall 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 shall be due to the Contractor for that work.
- 5.6.2 The Contractor's invoices shall be priced in accordance with Exhibit B - Pricing Sheet.
- 5.6.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and Facility and/or other work for which payment is claimed.
- 5.6.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.
- 5.6.5 All invoices under this Agreement shall be submitted in two (2) copies to the County's Project Director at the address indicated in Exhibit E - County's Administration.
- 5.6.6 **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 shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The Director shall have the authority to administer this Agreement on behalf of the County. Director retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County Administration referenced in the following sub-paragraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

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

7.0 ADMINISTRATION OF AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager on a regular basis.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F -Contractor's Administration. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor.

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

All of Contractor's employees assigned to County Facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County Facility. Contractor personnel may be asked to leave a County Facility by a County representative if they do not

have the proper County ID badge on their person.

7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.

7.5 Background and Security Investigations

7.5.1 All Contractor staff performing work under this Agreement on site at DHS Facilities shall undergo and pass, to the satisfaction of County, a background investigation as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation. County shall perform the background check and bill Contractor for the cost or deduct such amount from funds owed by County to Contractor.

7.5.2 County may request that the Contractor's staff be immediately removed from working on the County Agreement at any time during the term of this Agreement. County will not provide to the Contractor nor to the Contractor's staff any information obtained through the County conducted background clearance.

- 7.5.3 County may immediately, at the sole discretion of the County, deny or terminate Facility access to the Contractor's staff that do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County Facility access.
- 7.5.4 Disqualification, if any, of the Contractor's staff, pursuant to this sub-paragraph 7.5, shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.6 Confidentiality

- 7.6.1 Subject to the provisions of California Government Code Section 6250 et seq (Public Records Act), the parties agree to keep confidential and not to use or disclose to any third parties any non-public business information of the other party learned or disclosed in connection with this Agreement, including the Contractor Materials (as that term is defined in sub-paragraph 9.3 -Intellectual Property Ownership). The obligation of the parties with respect to the Confidential Information shall terminate with respect to any particular portion of the Confidential Information if and when: (i) it is in the public domain at the time of its communication; (ii) it is developed independently by the receiving party without use of any Confidential information; (iii) it enters the public domain through no fault of the receiving party subsequent to the time of the disclosing party's communication to the receiving party; (iv) it is in the receiving party's possession free of any obligation of confidence at the time of the disclosing party's communication; (v) it is communicated by the disclosing party to a third party free of any obligation of confidence; or (vi) the receiving party has the disclosing party's written permission.

Each party shall provide notice to the other of any demand made upon it under lawful process to disclose or provide any of the other party's Confidential Information. The party in possession of the requested Confidential Information agrees to cooperate with the other party, if the other party elects to seek reasonable protective arrangements or oppose such disclosure which shall be at the other party's sole expense. Any Confidential Information disclosed pursuant to such lawful process shall continue to be Confidential Information unless it is deemed otherwise pursuant to an order of a court of competent jurisdiction.

7.6.2 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

7.6.3 Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G1.

7.6.4 Contractor shall cause each non-employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, payments, or any term or condition included under this Agreement, an Amendment shall be prepared by the County and then executed by the Contractor and by Director or his/her designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain

terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor and by the Director or his/her designee.

8.1.3 The Board of Supervisors may at its sole discretion, authorize extensions of time as defined in paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Agreement shall be prepared by the County and then executed by the Contractor.

8.1.4 The Director, or his/her designee, may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.

8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

8.2.1 The Contractor shall 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 shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph, County consent shall require a written amendment to the Agreement, 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 Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any 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, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall 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 Agreement 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 Agreement 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 of Supervisors 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 Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall 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 shall continue to provide all of the services set forth in this Agreement.

8.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,

INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, or directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

8.6 INTENTIONALLY OMITTED

8.7 COMPLIANCE WITH APPLICABLE LAWS, RULES AND REGULATIONS

8.7.1 In the performance of this Agreement, Contractor shall comply with all current and applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, including, but not limited to standards of The Joint Commission, its National Patient Safety Goals, California Code of Regulations, Title 22, Division 5 regulations and all other applicable industry best

practices standards. All provisions required thereby to be included in this Agreement are incorporated herein by reference.

8.7.2 Facilities Rules and Regulations

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. Facility's Administrator shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.8 COMPLIANCE WITH CIVIL RIGHTS LAWS- ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION LAWS

8.8.1 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); the Fair

Employment & Housing Act, Government Code Section 12920-12922; and Affirmative Action in County Agreements, Chapter 4.32 of the Los Angeles County Code to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

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

8.8.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall 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.

- 8.8.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation.
- 8.8.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religious creed, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, medical condition, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.8.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.8 when so requested by the County.
- 8.8.7 If the County finds that any provisions of this subparagraph 8.8 have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County

that the Contractor has violated the anti-discrimination provisions of this Agreement.

8.8.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, the County shall, 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 Agreement.

8.8.9 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.9 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.9.1 Jury Service Program:

This Agreement 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, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Agreement.

8.9.2 Written Employee Jury Service Policy.

1. 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 shall have and adhere to a written policy that provides that its Employees shall 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.

2. For purposes of this sub-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 \$50,000 or more in any 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 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 90 days or less within a 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 Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Agreement.
3. If the Contractor is not required to comply with the Jury Service Program when the contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall 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 shall 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.

4. Contractor's violation of this sub-paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.10 CONFLICT OF INTEREST

- 8.10.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreement or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall 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.

8.10.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. 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 shall immediately make full written disclosure of such facts to the County. Full written disclosure shall 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 sub-paragraph shall be a material breach of this Agreement.

**8.11 CONSIDERATION OF HIRING COUNTY EMPLOYEES
TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Agreement to perform the Services set forth herein, the Contractor shall 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 Agreement.

**8.12 CONSIDERATION OF HIRING GAIN/GROW PROGRAM
PARTICIPANTS**

8.12.1 Should the Contractor require additional or replacement personnel after the effective date of this Agreement, the Contractor shall 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 General Relief Opportunity for Work (GROW)

Program who meet the Contractor's minimum qualifications for the open position. If the Contractor decides to pursue consideration of GAIN/GROW participants for hiring, the Contractor shall provide information regarding job openings and job requirements to DPSS' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. The County will refer GAIN/GROW participants by job category to the Contractor.

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

8.13 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.13.1 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.

8.13.2 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.13.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors 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.

8.13.4 Contractor Hearing Board

1. 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.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall 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 shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. 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 shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. 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.
5. 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.13.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE 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 "Safely Surrendered Baby Law" poster 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. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.15 CONTRACTOR'S EXCLUSION FROM PARTICIPATING IN A FEDERALLY FUNDED PROGRAM

8.15.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within ten (10) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participating in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

8.15.2 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program.

8.15.3 Failure by Contractor to meet the requirements of this subparagraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

8.16 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.16.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit

financially from the County through contract 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.

- 8.16.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in 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 shall 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).

8.17 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

- 8.17.1 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.
- 8.17.2 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 Code

8.18 COUNTY'S QUALITY ASSURANCE PLAN

8.18.1 The County or its agent will evaluate the Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards identified in the Statement of Work. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors.

8.18.2 The report 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 Agreement or impose other penalties as specified in this Agreement.

8.19 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.19.1 The Contractor shall 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 shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.19.2 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 shall be repaid by the Contractor by cash payment upon demand.

8.19.3 County reserves the unilateral right to make any repairs which Director determines, in his/her sole discretion, to be a public safety issue requiring immediate repair. County will bill

Contractor for the cost of said repair or deduct said cost from any outstanding amounts owed by County to Contractor.

8.20 EMPLOYMENT ELIGIBILITY VERIFICATION

8.20.1 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 Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall 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 shall retain all such documentation for all covered employees for the period prescribed by law.

8.20.2 The Contractor shall 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 Agreement.

8.21 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such

original signatures have been affixed to Amendments to this Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.22 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall 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.

8.23 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorized representatives, the Agreements, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

8.24 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Agreement.

8.25 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California.

8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

8.26.1 Contractor expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.

8.26.2 Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such

access for any purpose whatsoever.

- 8.26.3 Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents', access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

8.27 INDEPENDENT CONTRACTOR STATUS

- 8.27.1 This Agreement is by and between the County and the Contractor and is not intended, and shall 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 shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.27.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County shall 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.

8.27.3 The Contractor understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall 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 Agreement.

8.27.4 The Contractor shall adhere to the provisions stated in subparagraph 7.6 - Confidentiality.

8.28 INDEMNIFICATION

8.28.1 General Indemnity

Contractor agrees to indemnify, defend and hold harmless the County its employees, officers and agents, from and against any third party claims, demands, loss, damage or expenses (including reasonable attorney's fees and court costs) relating to bodily injury or death of any person or damage to real and/or tangible personal property directly caused by the negligence or willful acts or omissions of the Contractor its personnel, or agents during the course of providing the Services under this Agreement.

8.28.2 Intellectual Property Indemnity

Upon notification of a claim against the County alleging any Contractor provided Deliverable infringes a copyright, patent, trade secret or other intellectual property right of any third party, Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the County. Contractor will not indemnify

the County however, if the claim of infringement is caused by (1) County's misuse or modification of the Deliverable; (2) County's failure to use corrections or enhancements made available by Contractor; (3) County's use of the Deliverable in combination with any product or information not owned or developed by Contractor. If any Deliverable is, or in Contractor's opinion is likely to be, held to be infringing, Contractor shall at its expense and option either: (a) procure the right for County to continue using it, (b) replace it with a noninfringing equivalent, (c) modify it to make it noninfringing, or (d) direct the return of the Deliverable and refund to County the fees paid for such Deliverable.

8.29 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.29 and 8.30 of this Agreement. 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 Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.29.1 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,

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

- Renewal Certificates shall be provided to County not less than 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 shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall 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 (\$50,000.00) dollars, 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), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street, 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

Contractor also shall 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 shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.29.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall 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 shall 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 shall 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.

8.29.3 Cancellation of or Changes Insurance

Contractor shall employ commercial reasonable methods to advise the County of any Contractor decision to make any material change in its corporate insurance coverage. thirty (30) days in advance of proposed 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.

8.29.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall 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.

8.29.5 Insurer Financial Ratings

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

8.29.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any

County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.29.7 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 Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.29.8 Sub-Contractor Insurance Coverage Requirements

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

8.29.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall 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 shall be executed by a corporate surety licensed to transact business in the State of California.

8.29.10 Claims Made Coverage

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

8.29.11 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.

8.29.12 Separation of Insureds

All liability policies shall 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.

8.29.13 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 shall be designated as an Additional Covered Party under any approved program.

8.29.14 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.

8.30 INSURANCE COVERAGE

- 8.30.1 **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

- 8.30.2 **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 shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.30.3 **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 shall 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall

be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.30.4 Unique Insurance Coverage

Professional Liability/Errors and Omissions

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

8.31 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

8.32 INTENTIONALLY OMITTED

8.33 INTENTIONALLY OMITTED

8.34 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not

restrict the Agency from acquiring similar, equal or like goods and/or services from other entities or sources.

8.35 NOTICE OF DELAYS

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

8.36 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager any dispute between the County and the Contractor regarding the performance of services as stated in this Agreement. If the County's Project Manager the dispute, the Director or his/her designee shall resolve it.

8.37 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall 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 shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.39 NOTICES

8.39.1 All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall 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 E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party.

8.39.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Agreement.

8.40 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall 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.

8.41 PUBLIC RECORDS ACT

8.41.1 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 sub-paragraph 8.43 - Record Retention and Inspection/Audit Settlement of this Agreement; as well as any documents that may have been submitted in response to a solicitation process for this Agreement, become the exclusive property of the County. All such documents

become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall 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.

- 8.41.2 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.

8.42 PUBLICITY

- 8.42.1 The Contractor shall not disclose any details in connection with this Agreement 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 shall not inhibit the Contractor from publishing its role under this Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, the Contractor shall not, and shall 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 Director or his/her designee. The County shall not unreasonably withhold written consent.

- 8.42.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this subparagraph 8.42 shall apply.

8.43 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

- 8.43.1 The Contractor shall maintain, and provide upon request by County, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Agreement.
- 8.43.2 The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. 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 and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement 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 shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside

Los Angeles County, then, at the County's option, the Contractor shall 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.

- 8.43.3 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of each such audit report, including Statement of Auditing Standards No. 70 Type 2 Reports, 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 Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.43.4 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.43 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.
- 8.43.5 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, 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 shall 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 Agreement 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 shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Agreement.

8.44 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' 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 Agreement.

8.45 RESTRICTIONS ON LOBBYING

If any Federal funds are to be used to pay for Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

8.46 SUBCONTRACTING

8.46.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Agreement.

8.46.2 If the Contractor desires to subcontract, the Contractor shall 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; and
- Other pertinent information and/or certifications requested by the County.

8.46.3 The Contractor shall indemnify 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.

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

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

8.46.6 The Director or his/her designee 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 shall forward a fully executed subcontract to the County for their files.

8.46.7 The Contractor shall 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.

8.46.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of

insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Health Services
Contracts and Grants Division
313 N. Figueroa Street – 6E
Los Angeles, CA 90012
Attention: Kathy K. Hanks, C.P.M.
Director, Contracts and Grants

before any subcontractor employee may perform any work hereunder.

8.47 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 sub-paragraph 8.16 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Agreement. Without limiting the rights and remedies available to the County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph 8.50 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.48 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 sub-paragraph 8.17 - Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any

other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.49 TERMINATION FOR CONVENIENCE

8.49.1 This Agreement 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 shall 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 shall be no less than ten (10) days after the notice is sent.

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

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

8.49.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.43, Record Retention and Inspection/Audit Settlement.

8.50 TERMINATION FOR DEFAULT

8.50.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Agreement, if, in the judgment of the Director or his/her designee.

- Contractor has materially breached this Agreement; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement 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.

8.50.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.50.1, 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 may be liable to the County for any and all excess costs incurred by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.50.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.50.2 if its failure to perform this Agreement 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; but 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 shall 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 sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.50.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.50, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.50, or that the default was excusable under the provisions of sub-paragraph 8.50.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.49 - Termination for Convenience.

8.50.5 The rights and remedies of the County provided in this sub-paragraph 8.50 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.51 TERMINATION FOR IMPROPER CONSIDERATION

8.51.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement 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 this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.51.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org.

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

8.52 TERMINATION FOR INSOLVENCY

8.52.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall 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.

8.52.2 The rights and remedies of the County provided in this subparagraph 8.52 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.53 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, shall 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 shall constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

8.54 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.55 INTENTIONALLY OMITTED

8.56 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this

Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.57 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.57 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

8.58 WARRANTY AGAINST CONTINGENT FEES

8.58.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement 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.

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

8.59 TIME OFF FOR VOTING

The Contractor shall notify its employees, and shall 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 10 days before every statewide election, every Contractor and subcontractors shall 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.

8.60 COMPLIANCE WITH THE COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

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

8.60.3 Disqualification of any member of the Contractor's staff pursuant to this Sub-paragraph shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Agreement.

9.2 LIMITATION OF LIABILITY

Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful acts or omissions of Contractor or its

employees, Contractor's total liability arising out of this Agreement and the provision of the Services shall be limited to the fee paid by the County under this Agreement.

9.3 INTELLECTUAL PROPERTY OWNERSHIP

Contractor agrees to provide ownership of any Deliverable(s) originally produced during the course of this Agreement to the County. Contractor shall retain sole and exclusive ownership of any, pre-existing Contractor tools, methodologies, questionnaires, responses, and/or proprietary research and data generated in the course of performing the Services, together with all intellectual property rights therein hereinafter referred to as the "Contractor Materials". Contractor grants to County a perpetual, non-exclusive, royalty-free license to use the Contractor Materials embodied in any Deliverable(s) subject to the limitations set forth in the sub-paragraph 9.4 - "Use of Deliverables".

Nothing contained in this Agreement shall preclude Contractor from rendering services to others or developing work products that are competitive with, or functionally comparable to, the Services. Contractor shall not be restricted in its use of ideas, concepts, know-how, data and techniques acquired or learned in the course of performing the Services, provided that Contractor shall not use or disclose any of the County's confidential information. County shall retain its rights in any proprietary material that County supplies to Contractor.

9.4 USE OF DELIVERABLES

Subject to payment in full of the applicable fees (if any), Contractor grants to County for its internal business use only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of the Deliverables. Unless the Deliverable is a Request for Proposal (RFP) or similar document intended to be distributed by the County, County shall not make the

Deliverables available, in whole or in part, to anyone outside of County, or quote excerpts from the Deliverables to the public, without the prior written consent of Contractor. Notwithstanding the foregoing, County may share the Deliverables with (i) its outside auditors and/or accountants, (ii) third parties who are engaged by County to review or implement suggestions or to further research the issues contained in the Deliverables, who have executed appropriate confidentiality agreement(s) with County, and, (iii) governmental or regulatory bodies as required by law; Contractor acknowledges this Agreement and the Deliverables are subject to the Public Records Act.

9.5 ACCEPTANCE

Absent specific language in the Statement of Work to the contrary, County shall provide written acceptance of Deliverables within 15 days of receipt by the County unless Contractor receives written notice of non-acceptance within 15 days after delivery. Any notice of non-acceptance must state in reasonable detail how the Deliverables did not conform to the Statement of Work and Contractor shall use its reasonable business efforts to correct any deficiencies in the Deliverables so that they conform to the Statement of Work.

9.6 WARRANTY

Contractor warrants that the Deliverables, in the form provided to County, do not infringe any copyright, trademark, trade secret or other right of any third party.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be executed by the County's Director of the Health Agency and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____ for
Fred Leaf
Interim Health Agency Director

CONTRACTOR

GARTNER, INC.

By _____
Signature

Printed Name

Title

APPROVED AS TO FORM:
MARY C. WICKHAM
County Counsel

By _____
Deputy County Counsel

STANDARD EXHIBITS

- A STATEMENT OF WORK
- B PRICING SHEET
- C SAMPLE DED
- D CONTRACTOR'S EEO CERTIFICATION
- E COUNTY'S ADMINISTRATION
- F CONTRACTOR'S ADMINISTRATION
- G FORM(S) REQUIRED AT THE TIME OF AGREEMENT EXECUTION
- H JURY SERVICE ORDINANCE
- I SAFELY SURRENDERED BABY LAW

EXHIBIT A

STATEMENT OF WORK

1.0 BACKGROUND

The purpose of this Statement of Work (SOW) is to set forth the menu of Consulting Services that will be provided by Contractor to the County pursuant to the Agreement and a fully executed Deliverables Expectations Document (DED). County and Contractor agree that the tasks for each item may be supplemented or updated to reflect the needs of each engagement for Consulting Services. Any material changes to the tasks will be set forth on the applicable DED.

2.0 SCOPE OF SERVICES

Contractor shall perform the ITEM(s) as defined herein, pursuant to a DED.

ITEM 1 –OVERSIGHT REVIEWS AND RISK ASSESSMENTS

Objectives

- Prepare in-depth written Oversight Review reports for the agreed upon Projects, addressing project status and progress against plan(s), issues, risks, deliverable quality, next steps and other related information.
- The reports will apply the Gartner Risk Assessment framework (including but not limited to project management and quality assurance), with the primary purpose of raising significant risks and issues, facilitate discussion, and provide recommendations for mitigation of the risks and resolution of the issues identified.
- These Project risks and issues, and recommendations will be categorized as appropriate, and reviewed with the relevant Agency or Department of Health Services Leadership other Executive or Department governance bodies.

Process

- Contractor will conduct a planning conference call (can be replaced with electronic communication for planning purposes) one to two weeks prior to each assessment to prepare for the in-focus Projects for each report. The call will also confirm onsite logistics and ensure a fully productive time period when Contractor performs the Review. During this call (or through electronic communication), Contractor will:
 - Confirm and agree upon the Projects in scope for that review. Examples of possible Projects in focus could be Online Realtime Centralized Health Information Database (ORCHID), Empaneled Life Management (ELM), Service Improvement, Leadership, and Value Enhancement for Revenue (SILVER), Whole Person Care (WPC),

HeatheCare, Clairvia and Time and Attendance, Etreby, or DPH, DMH, Jail Health Information System (JHIS) or Probation Electronic Medical Records System (PEMRS).

- ☐ Review and clarify objectives, scope, and approach.
 - ☐ Review key timeline dates and responsibilities.
 - ☐ Identify interview participants, required data, and relevant documentation to be reviewed.
 - ☐ Request key documents or deliverables that are expected to be completed or are in process based on Contractor's Project Oriented Oversight Reviews.
 - ☐ Develop an interview guide to ensure that the key team leaders and subject matter experts have allocated sufficient time in their schedules to actively participate during the review week.
- Conduct onsite review:
- ☐ The Contractor's team will have thoroughly reviewed all documentation provided by the Agency prior to Contractor's onsite visit.
 - ☐ A series of 30-90 minute individual and small group interviews, will take place on-site (and where necessary, via teleconference) over an agreed upon period.
 - ☐ All interviews will be conducted onsite or over the phone with a team of two to three consultants to cover the full scope of the projects.
 - ☐ Follow up with project and team leads to address any questions or documentation requirements via e-mail or conference call.
 - ☐ Leverage the Gartner Risk Framework to cover all relevant risk elements for each Project.
- Develop Oversight Review Draft Report
- ☐ Document information from the prior activities into an Oversight Review.
 - ☐ For each agreed upon Project, the Review Report provides a summary for all risk areas (red/yellow/green) that are relevant and provides a discussion of key findings for red and yellow items to describe the root causes for the elevated risk levels.
 - ☐ Risks and issues are prioritized based on their importance/impact on project success and their urgency.
 - ☐ The Risk Mitigation and Issue Resolution Recommendations further prioritize action items - focusing on red and then yellow risk areas - by assigning recommendation and related time frames along with specific action plan comments and dependencies.

- Review and Finalize Oversight Review

- ☐ Review and finalize the findings and recommendations with the Agency or other Agency executive or governance bodies as appropriate.
- ☐ Perform iterative reviews with Agency leadership or DHS executive or governance bodies as appropriate to review findings and recommendations.
- ☐ Revise findings and recommendations if any substantive new material is identified.

Deliverables

- DED

- Oversight Review that includes:

- ☐ Interview Schedule
- ☐ Interview Agenda and Interview Guide
- ☐ Draft Report
- ☐ Prioritized Review Report findings and initial recommendations
- ☐ Updated Review Report mitigation recommendations
- ☐ Executive Summary Review Report

- Oversight Review Presentations which contain the following:

- ☐ Overall Risk Rank for each Project
- ☐ An Executive Summary to include:
 - A summary of Project progress and accomplishments since previous Contractor's report.
 - Identification and resolution of all problems encountered.
 - Assessment of overall project risk for each Project assessed.
 - Risks resolved since last period including the previous risk rank, and brief status or the actions taken on risks and any results.

ITEM 2 –STRATEGIC ASSESSMENTS

Objectives

- Conduct targeted Strategic Assessments supporting the Agency direction for the ORCHID Electronic Health Record (EHR) or related systems. Agency CIO, DHS CIO, DHS Chief Medical Information Officer (CMIO), ORCHID Project Director, or other designee will specify the scope and desired outcome of these assessments. They will cover such issues as

expansion of the EHR to other departments, infrastructure, application security, or organizational design.

Process

- Develop a DED for the Assessment that documents the scope of the assessment.
- Develop Assessment Framework and deliverable outline, review with County, and revise as necessary.
- Mutually agree upon the fixed price for conducting the assessment and providing the stated deliverables. Size of assessment based on the number of stakeholders, resources, time for completion, level of complexity.
- Data gathering including, but not limited to interviews and document reviews.
- Conduct analysis and apply Assessment Framework.
- Develop draft Assessment and conduct review meetings/workshops, as needed.
- Finalize Assessment based on County feedback.
- Conduct Executive Briefings as requested.

Deliverables

- DED
- Assessment Framework
- Assessment Report

ITEM 3 – PROJECT SPIN UP AND CAPACITY BUILDING SERVICES

Objectives

- Provide expert advice, best practice templates and guidance to County staff in defined areas such as Project Management, Training Development, Service Level Agreement (SLA) tracking and Monitoring.
- Develop custom templates and tools for use by the Agency.
- Educate the Agency staff on the use of templates and tools so that they become self-sufficient in their use.

Process

- Develop a DED for the Project Spin-up and Capacity Building Activity requested by County. Project and activities may include:
 - Developing initial versions of project artifacts in partnership with County staff and helping the Agency staff to develop the deliverables

- ❑ Train the Agency staff in the use of templates and provide feedback to County project staff.
- ❑ Develop tools and processes, provide training to County staff so that County staff can take ownership for ongoing utilization of the tools and processes. Provide feedback and guidance on the use of the tools and compliance with processes.
- Mentor the Agency staff to develop knowledge and process disciplines related to program operations and project planning and execution, such as:
 - ❑ Apply Contractor best practices for project lifecycle phases (Initiation, Planning, Executing, and Closing).
 - ❑ Apply Contractor best practices for IT Program operations (e.g., Issue Management, Problem Management, User Provisioning, SLA tracking, etc.).
 - ❑ Provide guidance to the Agency staff on the process of planning project activities from a conceptual level down to the planning and execution of tactical tasks and activities, including development of Project Charter, Communications, Planning, and Deliverable Management.

Deliverables

- DED
- Templates, tools and artifacts developed as part of the activities.
- Agency staff mentoring and training.

ITEM 4 – MONITORING AND TRACKING SERVICES

Objectives

- Provide Project Monitoring and Tracking Services related to enterprise systems (e.g., CHAMP, ORCHID) extension and expansion projects and stabilization of Maintenance and Operations (M&O).
- Monitor the progress of project execution; assuring potential problems are identified in a timely manner and corrective action can be taken proactively to avert risks.
- Conduct root case analysis and assessments related to stabilization of M&O process issues, vendor hosting and M&O support performance.
- Provide the Agency leadership with information, analysis and advice related to approved programs and projects.
- Mentor the Agency project staff in developing knowledge and process discipline related to program operations, project planning and execution.

Process

- Develop a DED for the Project Monitoring and Tracking Services request by County.
- Provide overall Project Monitoring that includes:
 - ❑ Review and measure project progress against the project plans to ensure that the project is within acceptable schedule and scope variances.
 - ❑ Review and provide input into project plans and activation work stream trackers.
 - ❑ Ensure that changes to project schedule or scope have been properly documented, risks are understood and approved by Agency Senior Management or other Agency executive or governance bodies as appropriate.
 - ❑ Prepare the weekly project status updates for Agency Senior Management or other Agency executive or governance bodies as appropriate:
 - Assess project progress, risks, and identify roadblocks documenting appropriate corrective and preventive actions.
 - Provide recommended changes to the project when necessary to mitigate risks and issues.
 - Prepare materials for the Agency Senior Management, or other Agency executive or governance bodies as appropriate, and respond to questions and concerns.
 - ❑ Provide the Agency with feedback and recommendations on project documents.
 - ❑ Provide and support a process for escalation of issues.
 - ❑ Support leadership with appropriate information on project activities to ensure decisions can be made based on accurate data.
 - ❑ Assist in the planning and facilitation of meetings, as necessary, including coordination between vendors and the Agency.
 - ❑ Prepare regular status reports at mutually agreed upon intervals.
 - ❑ Facilitate meetings, as necessary, and documenting decisions and action items.
 - ❑ Facilitate work sessions, as necessary.
- Conduct root cause and assessments for M&O and other project issues as directed by the Agency CIO, ORCHID Project Director, DHS CIO, DHS CMIO, or designee.

Deliverables

- DED
- Up-to-date project monitoring and tracking documents (i.e., Activation Trackers, Project monitoring documents, Project Risk and Issues Management Documents).
- Root case analysis and assessment reports, as applicable.

ITEM 5 – PROGRAM MANAGEMENT SERVICES

Objectives

- Provide skilled and experienced Program Management resource(s) to the Agency in support of the Agency CIO, Department CIO's, the DHS Enterprise Project Management Office (ePMO), DHS Enterprise Applications Management Office (eAMO) or other program as directed by the Agency CIO or designee.
- Manage project activities as defined in the DED.
- Provide oversight, and where required, provide hands on project management support for the design, development, and implementation of technology systems and platforms.
- Over time, ensure that DHS develops self-sufficiency for activities and tasks led by Contractor staff.
- Provide DHS leadership with information, analysis, and advice on an as-needed basis.

Process

- DHS will request Program Management Services and, together with Contractor, will prepare a DED.
- Gartner will provide an experienced Program/Project Manager who will lead and oversee project activities as agreed upon in the DED. In addition, the Agency will have access to Gartner subject matter experts in the areas of Health and Human Services, Healthcare, Program Management and Application Architecture on an as-needed basis.
- Examples of activities performed by Contractor under this SOW section may include:
 - Develop and set up project management templates and artifacts that may include:
 - Project management standards and principles
 - Orientation planning and staff on-boarding for new and existing DHS staff.
 - Development of briefing materials to DHS leadership.

- Communication planning
- Vendor progress and deliverable tracking.
- ☐ Participate in the day-to-day management of project activities as directed by the Agency CIO, DHS CIO, or designee, including:
 - Weekly project team meetings
 - Weekly workgroup and executive task force meetings as applicable (e.g., for ELM, MAPLE, CHAMP, JHIS).
- ☐ Assist in the resolution of project related issues and support escalation to higher level governance bodies.
- ☐ Prepare, attend, and participate in management of other project meetings, and for consulting advice as requested by the Agency CIO or DHS CIO (or designee).
- ☐ Conduct independent analysis and provide recommendations on unforeseen problems and on opportunities for improvement.
- ☐ Research and recommendations on alternative courses of action, and additional quality control reviews or risk management activities.
- ☐ Conduct research and analysis to assist in evaluating project issues.
- ☐ Facilitate meetings/conference calls with other organizations and jurisdictions to assist in providing advice on key project issues.
- ☐ Participate in briefings and appearances before various committees and/or individuals to discuss the overall strategic direction and progress of the Project.

Deliverables

- DED
- Monthly activity report
- Hands on support for key project leader preparation of key project artifacts.
- Written and verbal feedback on vendor deliverables.
- Written and verbal feedback on risks, issues, and improvement opportunities.
- Recommendations and findings reports on specific issues as required by the Agency CIO, DHS CIO (or designee).

ITEM 6 – SOLICITATION DOCUMENT DEVELOPMENT

Objectives

- Document requirements and lead the development of the SOWs and/or other related documents for solicitation purposes.

- Assist in the development of SOW implementation project plan, payment schedule, and other relevant documents for inclusion in procurement documentations or amendment packages to existing County Agreements.
- Participate in working and negotiation sessions with County and vendors to resolve open issues related to solicitation.

Process

- Document the required capabilities of a solution. Specific activities may include:
 - ☐ Conduct workshops with stakeholders to gather initial information about and within key topic areas and document business objectives.
 - ☐ Document key processes.
 - ☐ Develop Business Capability Model.
 - ☐ Develop a straw man best practice set of requirements from initial data collection activities along with Gartner Research and best practice requirements.
 - ☐ Conduct review sessions with stakeholders.
- If required, develop a high-level implementation plan for the new solution.
- Develop an SOW for the solution implementation based on the documented requirements, including but not limited to Project Management, Design, Build, Test, Train, and Deployment tasks.
- Address open questions and assist County in the resolution of issues throughout the solicitation process.
- Support County in the development of a pricing model for one-time and on-going costs for inclusion in the payment schedule.

Deliverables

- Draft SOW(s) for inclusion into solicitation documents or amendments, including:
 - ☐ Requirements Traceability Matrix
 - ☐ Required solution capabilities
- Draft high-level Project Plan for implementation.
- Provide input into payment schedule and other exhibits.

3.0 CONTRACTOR RESPONSIBILITIES

- Contractor shall provide a Project Manager or designated alternate.
- Project Manager shall act as a central point of contact with the County.

- Project Manager or designee shall have full authority to act for Contractor on all matters relating to the operation of the Agreement.
- Contractor shall assign adequate subject matter experts to perform the required work.

4.0 COUNTY RESPONSIBILITIES

- Provide guidance for the selection of high-priority projects that should be reviewed and assessed through the process described in Item 1.
- Provide access to relevant stakeholders.
- Provide requested documentation and processes.
- Participate in interview and data collection process.
- Participate in deliverable review process.
- Scheduling meetings and providing locations for meetings.

SOW ITEMS	Fee Structure
SOW ITEM 1 - Oversight Reviews and Risk Assessments	Low Complexity (or one project e.g. WPC): \$59,000 per assessment Medium Complexity (up to two projects): \$85,000 High Complexity (or more than two projects): \$105,000 per assessment
SOW ITEM 2 - Strategic Assessments	Low complexity: \$35,000 Medium Complexity: \$50,000 High Complexity: \$75,000 Very high Complexity (involving survey tools or other extensive data gathering): \$125,000
SOW ITEM 3 - Project Spin up and Capacity Building Services	\$25,000 for a maximum duration of 2 months
SOW ITEM 4 - Monitoring and Tracking Services	Low complexity or add-on project: \$15,000 per month Medium Complexity: \$20,000 per month High Complexity: \$25,000 per month Very High Complexity: \$40,000 per month
SOW ITEM 5 - Program Management Services	0.5 PM: \$20,000 per month 1 PM: \$39,000 per month 1.5 PMs: \$54,000 per month 2 PMs: \$78,000 per month
SOW ITEM 6 - Solicitation Document Development	Low Complexity SOW/requirements (developed over 2 month period): \$30,000 Medium Complexity SOW/requirements (developed over 4 month period): \$60,000 High Complexity SOW/requirements (developed over 6 month period): \$100,000

Deliverable Expectations Document (DED) #TBD

This Deliverable Expectations Document #TBD ("DED") is issued pursuant to Paragraph 3 (Work) of the Agreement, for the purchase of Consulting Services in accordance with the Agreement and Statement of Work.

Description of Deliverable(s)			
Deliverable Name and #	#[insert DED ID] – [insert DED name]		
Project Name			
Description	• [Insert specific description of task performed]		
Fixed Fee	[Insert cost for this task]	Estimated Deliverable Due Date	[Insert estimated due date]
Program Office		Actual Delivery Date	[Insert actual delivery]
Comments			

The Fixed Fee for the Consulting Services purchased pursuant to this DED is [\$TBD]. The Maximum Agreement Sum for the Agreement is \$5,956,000. The parties have previously executed DED#TBD through DED #TBD with a total expenditure of [\$TBD]. After giving effect to this DED, the remaining Maximum Agreement Sum balance is [\$TBD].

	Deliverable Expectation Acceptance	Deliverable Acceptance
Gartner, Inc.	Hannes Scheidegger	Hannes Scheidegger
Signature and Date	[Insert Gartner signature] [Insert date]	[Insert Gartner signature] [Insert date]
[Insert DHS contact]	TBD	TBD
Signature and Date	[Insert County Approval] [Insert date]	[Insert County Approval] [Insert date]

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 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. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

AGREEMENT NO. HA-707648

COUNTY'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

COUNTY'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S NAME: GARTNER, INC.

AGREEMENT NO: HA-707648

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-Mail Address: _____

G1 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

G2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

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

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality 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 Agreement 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 shall 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 Agreement 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 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 shall 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 Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality 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 Agreement 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 shall 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 Agreement between the above-referenced Contractor and the 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 shall 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 Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "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 \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 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 chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

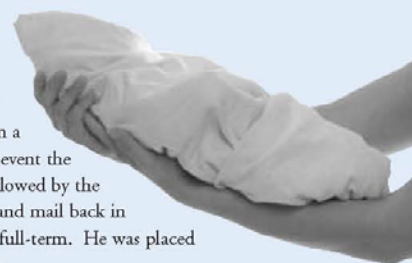
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del periodo de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

