



County of Los Angeles
**CHIEF EXECUTIVE OFFICE
OPERATIONS CLUSTER**

FESIA A. DAVENPORT
Chief Executive Officer

DATE: November 2, 2022
TIME: 2:00 P.M. – 4:00 P.M.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 439827168#

To Join Via Phone, Dial 1(323)776-6996, Then Press 439827168#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

**THIS MEETING WILL CONTINUE TO BE CONDUCTED VIRTUALLY TO ENSURE
THE SAFETY OF MEMBERS OF THE PUBLIC AND EMPLOYEES AS PERMITTED
UNDER STATE LAW**

AGENDA

Members Of The Public May Address The Operations Cluster On Any Agenda
Item After All Informational Items Are Presented.
Two (2) Minutes Are Allowed For Each Item.

1. **Call To Order – Koffi Kouassi/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**

A) Board Letter:
AUTHORIZATION TO EXECUTE A SOLE SOURCE AMENDMENT TO
AGREEMENT HA-707157 WITH NETSMART TECHNOLOGIES, INC. TO
INCREASE THE MAXIMUM AGREEMENT SUM FOR THE PROVISION
OF A MANAGED CARE INFORMATION SYSTEM
DPH/CIO – Joshua Bobrowsky, Public Health Director Government Affairs,
Gary Tsai, Public Health Substance Abuse Prevention and Control and
Patrice Salseda, Principal Deputy County Counsel

B) Board Memo:
ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A SOLE
SOURCE AMENDMENT TO AGREEMENT NUMBER 77285 WITH
CERNER CORPORATION FOR THE PROBATION ELECTRONIC
MEDICAL RECORDS SYSTEM (PEMRS)
PROBATION/CIO – Valerie Van Kirk, Bureau Chief, Detention Services,
Jim Green, Chief Information Officer and
Robert Smythe, Administrative Deputy

CONTINUED ON PAGE 2

- C) Board Letter:
REQUEST APPROVAL AND AUTHORIZE THE COUNTY PURCHASING
AGENT TO EXECUTE A PURCHASE ORDER FOR THE ACQUISITION
OF THE SUPERDOME REPLACEMENT HARDWARE FOR THE LOS
ANGELES COUNTY SHERIFF'S DEPARTMENT (LASD) FY2022-23
LASD/CIO – James Peterson, Captain,
Fred Nazarbegian, IT Manager III and
Thea Sheridan, Administrative Services Manager I
- D) Board Letter:
APPROVE AMENDMENT NUMBER TWO TO AGREEMENT NUMBER
76530 WITH PORTER LEE CORPORATION TO PROVIDE UPGRADES
TO THE PROPERTY, EVIDENCE AND LABORATORY INFORMATION
MANAGEMENT SYSTEM
LASD/CIO – Angelo Faiella, Assistant Director and
James P. Carroll, Project Director

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 Minutes Each Speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) DHS/CIO – APPROVAL OF AMENDMENT NO. 5 TO SOLE SOURCE
AGREEMENT NO. H-705979 WITH THE CENTER TO PROMOTE
HEALTHCARE ACCESS, INC. D.B.A. ALLUMA (FORMERLY D.B.A.
SOCIAL INTEREST SOLUTIONS) FOR THE WEB-BASED ONE-E-APP
SYSTEM AND RELATED SERVICES
- B) CEO/RE - NINE-YEAR LEASE, DEPARTMENT OF CHILDREN AND
FAMILY SERVICES, 801 CORPORATE CENTER DRIVE, POMONA

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/02/2022	
BOARD MEETING DATE	11/15/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	AUTHORIZATION TO EXECUTE A SOLE SOURCE AMENDMENT TO AGREEMENT HA-707157 WITH NETSMART TECHNOLOGIES, INC. TO INCREASE THE MAXIMUM AGREEMENT SUM FOR THE PROVISION OF A MANAGED CARE INFORMATION SYSTEM	
PROGRAM	Substance Abuse Prevention and Control (SAPC)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: See attached sole source checklist. This is an amendment to an existing IT sole source contract to increase the Pool Dollars and Maximum Agreement Sum.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING.	Total cost: This action would increase the Maximum Agreement Sum from \$49,161,655 to \$61,161,655	Funding source: State Realignment funds.
	TERMS (if applicable): The term is April 4, 2017, through April 3, 2027.	
	Explanation:	
PURPOSE OF REQUEST	To add Pool Dollars to cover optional work for the continued provision of Help Desk services, application management support services, and fund future work related to Healthcare Interoperability Data Exchange (HIDEX) program to meet State requirements.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Without additional Pool Dollars, Public Health will be unable to continue help desk support services or meet upcoming state requirements for CalAIM initiatives. As required under Board Policy 5.100, Public Health notified your Board on September 1, 2022, of its intent to request Board approval to execute a sole source amendment to increase the maximum agreement sum.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Joshua Bobrowsky, Public Health Director Government Affairs, (213) 288-7871 jbobrowsky@ph.lacounty.gov Gary Tsai, Public Health Substance Abuse Prevention and Control, (626) 299-3504 GTsai@ph.lacounty.gov Patrice Salseda, Principal Deputy County Counsel, (213) 972-5725 psalseda@counsel.lacounty.gov	



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

MEGAN McCLAIRES, M.S.P.H.
Chief Deputy Director

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www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Sheila Kuehl
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

November 15, 2022

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:

**AUTHORIZATION TO EXECUTE A SOLE SOURCE AMENDMENT TO AGREEMENT
HA-707157 WITH NETSMART TECHNOLOGIES, INC. TO INCREASE THE
MAXIMUM AGREEMENT SUM FOR THE PROVISION OF A MANAGED CARE
INFORMATION SYSTEM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

**CIO RECOMMENDATION: APPROVE () APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

Request approval to execute Sole Source Amendment Number Two to Agreement Number HA-707157 with Netsmart Technologies, Inc., to add \$12,000,000 in Pool Dollars for Optional Work, thereby increasing the Maximum Agreement Sum, to allow for needed enhancements to the Department of Public Health (Public Health), Substance Abuse Prevention and Control (SAPC) Managed Care Information System, the electronic health record (EHR) known as Sage.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Public Health (Director), or designee, to execute Sole Source Amendment Number Two, substantially similar to Exhibit I, to the existing Public Health Substance Use Disorder (SUD) Managed Care Information System (Sage)

Agreement with Netsmart Technologies, Inc. (Netsmart) to increase the contract sum by \$12,000,000 in Pool Dollars, from \$49,161,655 to \$61,161,655 to be used for Other Professional/Change Orders for post-implementation system enhancements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 4, 2017, with your Board's approval, Public Health-SAPC entered into a contract with Netsmart for the provision of a SUD-EHR system as part of the County's implementation of the Drug Medi-Cal Organized Delivery System (DMC-ODS) effective upon execution for the period April 4, 2017, through April 3, 2027. The contract included a \$12.2 million Pool Dollar allocation for Optional Work and enhancements to the system.

Approval of Recommendation 1 will allow Public Health-SAPC to replenish the Pool Dollars for the continued provision of Help Desk Support and Professional Services. The requested Pool Dollars will be used to execute change orders to fund critical ongoing support services and agreed upon and necessary system enhancements to meet new state and federal regulations and improve functionality and the user experience.

Since the implementation of Sage, Public Health-SAPC has leveraged the Pool Dollars to execute change orders for essential services needed to implement, manage, and enhance the system. These included an extension of 24/7 Help Desk services, including level 1 (basic) and level 2 (advanced) Help Desk services, to assist in identifying and resolving Sage user issues submitted by Public Health-SAPC and its contracted provider network. Additionally, these funds were used to acquire Application Management Services (AMS) to provide needed system management support required for effective system operation. At the time of the original contract execution, Public Health Information System (PHIS) management explored directly staffing level 1 (basic) Help Desk services for Sage as opposed to contracting with Netsmart for these services. However, due to expanded priorities encountered due to the COVID-19 pandemic, PHIS was unable to provide the Help Desk level 1 support services and therefore Public Health-SAPC continues to need to pay for these vital support services through Pool Dollars. Pool Dollars were also leveraged to extend key additional management support services offered by Netsmart to help refine and improve the system and meet state requirements for SUD EHR systems. Key among these are the mandated data sharing endeavors specified in the Department of Health Care Services' (DHCS) California Advancing and Innovating Medi-Cal (CalAIM) initiative and the Behavioral Health Quality Improvement Program (BHQIP). CalAIM and BHQIP include significant requirements for the Healthcare Interoperability Data Exchange (HIDEX) project intended to meet the requirement for data exchange capabilities and standards that will enable Public Health-SAPC to improve the quality of care through meaningful data sharing among various healthcare systems. In short, HIDEX will provide a framework to meet DHCS requirement for meaningful data exchange.

Public Health-SAPC will use approximately \$10.4 million of the additional Pool Dollars to fund known expenditures to continue basic and advanced Help Desk services and application management support services for the next five years. The remaining \$1.6 million will be used to fund the ongoing work related to the HIDEX project as well as system enhancements identified during the continued operation of the system. Some of the anticipated work may cover data interoperability such as our HIDEX project, and data sharing with Health Information Exchanges (HIEs) such as Los Angeles Network for Enhanced Services (LANES) to meet both CalAIM and the BQHIP data exchange requirements. Both of those efforts are State-mandated and will require significant updates and integration work with Sage.

Implementation of Strategic Plan Goals

The recommended action supports Strategic Plan Goal III.2 – Embrace Digital Government for the Benefit of our internal Customers and Communities; Objective III.2.1 – Enhance Information Technology Platforms to Securely Share and Exchange Data; and Objective III.2.3 – Prioritize and Implement Technology Initiatives that Enhance Service Delivery and Increase Efficiency.

FISCAL IMPACT/FINANCING

The DMC-ODS waiver provides substantial financial support for expanded SUD services. Under the financing available through the Affordable Care Act (ACA), the federal share of costs for Medi-Cal beneficiaries who became newly eligible through the ACA in 2014 is 90 percent and 50 percent for beneficiaries who were eligible prior to the ACA's Medi-Cal expansion. Non-federal SUD funding streams are used to draw down the maximum federal Medi-Cal matching funds to support the expanded SUD services available to all Medi-Cal beneficiaries under the DMC-ODS Waiver.

Public Health-SAPC continues to anticipate that DMC-ODS services in Los Angeles County will not require additional net County cost, as existing funding streams and the County's ability to draw down the maximum federal Medi-Cal matching funds should be sufficient to provide the full continuum of SUD services. The temporary Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) and American Rescue Plan Act (ARPA) funds will also enable Public Health-SAPC to address service needs that resulted due to the pandemic and assist in ensuring that sufficient SUD prevention and treatment services are available to County residents.

One of the functions of Sage is to bill for both DMC reimbursable services (treatment) and for non-DMC reimbursable services (Recovery Bridge Housing). SAPC will leverage funding through the DMC Intergovernmental Agreement to support Sage and will also use Realignment to fund any remaining portion to support Sage enhancement services.

The recommended contractual actions therefore will be fully funded by State Realignment funds, or other available funds as appropriate and available through DMC reimbursable services.

There is no net County cost associated with this action.

Funding is included in Public Health's FY 2022-23 Adopted Budget and will be included in future FYs as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

By participating in the DMC-ODS waiver Public Health-SAPC must operate as a federally-designated "prepaid inpatient health plan" in compliance with the Code of Federal Regulations Section 42, Part 438 (42 CFR Part 438). This requires Public Health-SAPC to conduct a continuous quality assessment and performance improvement program, participate in an external quality review process, and establish a patient appeals and grievance process. Further, DHCS is in the midst of implementing CalAIM. This program is a comprehensive reimagining of Medi-Cal that has already begun to make significant changes in how services are delivered, documented, coordinated among providers and ultimately how they are funded. Through these efforts, Public Health-SAPC will continue to transform the specialty SUD system, including payment reform and a move from Certified Public Expenditures to Intergovernmental Transfers and develop the required capacity for data exchange that CalAIM requires.

As required under Board Policy 5.100, Public Health notified your Board on September 1, 2022, of its intent to request Board approval to execute a sole source amendment to increase the maximum agreement sum.

County Counsel has reviewed and approved Exhibit I as to use.

Attachment A is the Sole Source Checklist signed by the CEO.

CONTRACTING PROCESS

On April 4, 2017, the Health Agency, through the Department of Health Services (DHS), with your approval, entered into an agreement with Netsmart Technologies, Inc. (Netsmart), for the provision of a Substance Use Disorder (SUD) Managed Care Information System (MCIS or System) as part of the County's implementation of the Drug Medi-Cal Organized Delivery System (DMC-ODS) effective upon execution, for an initial term of ten (10) years, with an option to extend the term of the Agreement for five (5) additional one-year periods. The contract included a \$12.2 million pool dollar allocation for Optional Work and enhancements to the system. The term of this contract is currently April 4, 2017, through April 3, 2027.

On October 24, 2018, the Interim Director of the Health Agency, Fred Leaf, delegated his signature authority for contractual documents initiated by DHS to Dr. Barbara Ferrer, Director of the Public Health.

On September 25, 2019, Change Notice Number 1 was executed in accordance with Paragraph 15, Changes to Agreement, Sub-Paragraph 15.2, Change Notice, shall be made in a the form of a written change notice which is formally executed by the County and Contractor, to affect administrative revisions to Exhibit E, Administration of Agreement, and Exhibit Q, Letter of Credit.

This Amendment includes updated and new Board policy language, and Board-mandated provisions, including COVID-19 Vaccinations of County Contractor Personnel, Assignment and Delegation/Mergers or Acquisitions, Counterparts and Electronic Signature and Representations, Compliance with Fair Chance Employment Practices, Compliance with the County's Policy of Equity, Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List, Consideration of Hiring GAIN/GROW Participants, Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law, County's Quality Assurance Plan, Cyber Liability Insurance, Default Method of Payment: Direct Deposit or Electronic Funds Transfer; Record Retention and Audits, Termination for Improper Consideration, and Workers' Compensation and Employer's Liability.

The Amendment has been reviewed and approved as to form by County Counsel.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends approval. The OCIO determined that this recommended action does not include any new technology items that would necessitate a formal written CIO Analysis.

Except as expressly provided in the Amendment, all other provisions and conditions of the Agreement will remain the same and in full force and effect.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The range of new SUD services that resulted from implementing the DMC-ODS Waiver significantly advances the potential for positive patient health outcomes and for producing overall cost savings to the safety net healthcare delivery system, particularly with greater service coordination and integration with physical and mental health care. Most importantly, enhanced service quality will contribute to the preservation and improvement in the quality of life for patients, their families, and the communities in which they live.

The Honorable Board of Supervisors
November 15, 2022
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Respectfully submitted,

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

Reviewed by:
Peter Loo
Acting Chief Information Officer

BF:nb
BL#06584

Enclosures

c: Chief Executive Officer
Executive Officer, Board of Supervisors
Acting County Counsel

SOLE SOURCE CHECKLISTDepartment Name: Department of Public Health☐

New Sole Source Contract

☒

Sole Source Amendment to Existing Contract

Date Existing Contract First Approved:

April 4, 2017

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS 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 <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>
<input type="checkbox"/>	➤ Compliance with applicable statutory and/or regulatory provisions.
<input checked="" type="checkbox"/>	➤ Compliance with State and/or federal programmatic requirements.
<input type="checkbox"/>	➤ Services provided by other public or County-related entities.
<input 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 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 checked="" 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 and time to replace an existing system or infrastructure, administrative cost and time 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

Agreement Number: HA-707157

**AGREEMENT BY AND BETWEEN COUNTY OF LOS ANGELES
AND
NETSMART TECHNOLOGIES, INC.
FOR
SUBSTANCE USE DISORDER MANAGED CARE INFORMATION SYSTEM
(SUD-MCIS) SOLUTION**

Amendment Number 2

THIS AMENDMENT is made and entered into on _____,

by and between COUNTY OF LOS ANGELES (hereafter
"County")

and NETSMART TECHNOLOGIES, INC. (hereafter
"Contractor").

WHEREAS, on April 4, 2017, County and Contractor entered into Agreement Number HA-707157 to furnish the managed care information system and related services and technical support subject to the terms of the Agreement; and

WHEREAS, on September 25, 2019, Change Notice Number 1 was executed in accordance with Paragraph 15, Changes to Agreement, Sub-Paragraph 15.2, Change Notice, shall be made in a the form of a written change notice which is formally executed by the County and Contractor, to affect administrative revisions to Exhibit E, Administration of Agreement, and Exhibit Q, Letter of Credit; and

WHEREAS, on **Month XX**, 2022, the County Board of Supervisors approved and instructed the Director of Public Health, or Designee, to execute an Amendment to Agreement Number HA-707157; and

WHEREAS, Agreement provides that changes in accordance to paragraph 15.1 Amendments, may be made in the form of a written Amendment which formally approved and executed by the parties;

WHEREAS, it is the intent of the parties hereto to amend the Agreement to incorporate provisions to the agreement, to add to Pool Dollars and increase the maximum agreement sum, and provide for other changes set forth herein; and,

WHEREAS, Contractor warrants that it possesses the competence, expertise, and personnel necessary to provide services consistent with the requirements of this Agreement.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment is hereby incorporated into the original Agreement, and all its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as is fully set forth herein.
2. This Amendment shall be effective upon Board approval.
3. Paragraph 8.0, AGREEMENT SUM, Subparagraph 8.1 Maximum Agreement Sum, shall be deleted in its entirety and replaced as follows:

“8.1 Maximum Agreement Sum

The Maximum Agreement Sum under this Agreement shall be the total monetary amount payable by County to Contractor for supplying all the tasks, subtasks, deliverables, goods, Solution, Services and other services required or requested by County under and during the term of this Agreement. If County does not approve work in writing, no payment shall be due Contractor for those Services. The Maximum Agreement

Sum, including all applicable taxes and Pool Dollars, authorized by County hereunder shall not exceed Sixty-One Million, One Hundred Sixty-One Thousand, Six Hundred Fifty-Five Dollars (\$61,161,655), as further detailed in Exhibit C (Payment Schedule), unless the Maximum Agreement Sum is modified pursuant to a duly approved Amendment to this Agreement by County's and Contractor's authorized representative(s) pursuant to Section 15.0 (Changes to Agreement). The Maximum Agreement Sum under this Agreement shall cover the authorized payments for all elements of the System, including the Solution, and Services including, Implementation Services, Maintenance and Support Services, and any Optional Work. The Maximum Agreement Sum shall not be adjusted for any costs or expenses whatsoever of Contractor. 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 the Project Director at the address herein provided in Section 2 (County's Administration) of Exhibit E.1 (Administration of Agreement)."

4. Paragraph 8.9, Record Retention and Inspection/Audit Settlement, shall be deleted in its entirety and replaced as follows:

"8.9 Record Retention and Audits

8.9.1 Service Records: Contractor shall maintain all service records related to this contract for a minimum period of 10 years following

the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph.

- 8.9.2 Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles; written guidelines, standards, and procedures which may from time to time be promulgated by Director; and requirements set forth in the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <https://auditor.lacounty.gov/wp-content/uploads/2022/05/A-C-Handbook-Revised-June-2021.pdf>. Federally funded Contractors shall adhere to strict fiscal and accounting standards and must comply with Title 2 of the code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and related Office of Management and Budget Guidance. Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.
- (5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved

contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). The client/patient eligibility determination and fees charged to, and collected from clients/patients must also be reflected therein. All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of seven (7) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such

inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"]), upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

8.9.3 Preservation of Records: If, following termination of this Contract, Contractor's facility is closed or if ownership of Contractor changes, within 48 hours thereafter, the Director is to be notified thereof by Contractor in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove.

8.9.4 Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the Public Health Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch)

within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

8.9.5 Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Title 2 of the Code of Federal Regulations (CFR) 200.501. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's Public Health Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service agreements between County and Contractor until such report(s) is/are delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention

period. Audit work papers shall be made available for review by federal, State, or County representative upon request.

8.9.6 Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code (“U.S.C.”) Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of seven (7) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost 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 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.

8.9.7 Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of Contractor, Contractor shall fully

cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review, unless otherwise waived by Contractor.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate

found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month(s) for any deficiency(ies) not corrected.

8.9.8 Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an "unsubstantiated unit of service" shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and "unsubstantiated reimbursement of stated actual net costs" shall mean stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County's payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum contract obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

8.9.9 Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.”

5. Paragraph 10.3, Termination for Improper Consideration, shall be deleted in its entirety and replaced as follows:

“10.3 Termination for Improper Consideration

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

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

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

6. Paragraph 17.0, Assignment and Delegation, shall be deleted in its entirety and replaced as follows:

“17.0 Assignment and Delegation/Mergers or Acquisitions

- 17.1 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.
- 17.2 The Contractor shall not assign, exchange, transfer, or delegate its rights and duties under this Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties, and approved as to form by County Counsel. Any payments by 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 Contractor may have against County.

- 17.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than 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."

7. Paragraph 20.0, County's Quality Assurance Plan, shall be deleted in its entirety and replaced as follows:

"20.0 County's Quality Assurance Plan

County or its agent will monitor the Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor deficiencies which County determines are significant, or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board of Supervisors and listed in the appropriate contractor performance

database. The report to the Board will include improvement/corrective action measures taken by 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.

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 Agreement term extension option.”

8. Paragraph 25.0, General Provisions for All Insurance Coverage, shall be revised to add paragraphs 25.15 and 25.16 as follows:

“25.15 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)’ rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract.

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

25.16 Compensation for County Costs

In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.”

9. Paragraph 26.3, Workers Compensation and Employer's Liability, shall be deleted in its entirety and replaced as follows:

"26.3 Workers Compensation and Employers' Liability

Contractor shall maintain insurance, or qualified self-insurance, satisfying statutory requirements; including Employers' Liability coverage with limits of not less than \$1 Million per accident. If Contractor will provide leased employees, or, is: (1) an employee leasing temporary staffing firm; or, (2) 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. Written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law."

10. Paragraph 26.5, Privacy and Network Security (Cyber) Liability, shall be deleted in its entirety and replaced as follows:

"26.5 Cyber Liability Insurance

The Contractor shall secure and maintain cyber liability insurance coverage with limits of \$10 million per occurrence and in the aggregate during the term of the Agreement, including coverage for: network security

liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Agreement. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy."

11. Paragraph 28.11, Facsimile Representations, shall be deleted in its entirety and replaced as follows:

"28.11 Counterparts and Electronic Signature and Representations

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures,

and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals. The County and the Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to ALTERATIONS AND TERMS/AMENDMENTS Paragraph and received via communications facilities, (e.g., facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.”

12. Paragraph 29.3, Contractor’s Acknowledgement of County’s Commitment to the Safely Surrendered Baby Law, shall be deleted in its entirety and replaced as follows:

“29.3 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. Information as to how to receive the poster can be found on the Internet

at: <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.”

13. Paragraph 29.16, Consideration of Hiring County Employees Targeted for Layoff/Re-Employment List, the title of the paragraph shall be revised to read as follows:

“29.16 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List”

14. Paragraph 29.17, Consideration of Hiring GAIN/GROW Participants, shall be deleted in its entirety and replaced as follows:

“29.17 Consideration of Hiring GAIN/GROW Participants

29.17.1 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. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to GAINGROW@DPSS.LACOUNTY.GOV, and the Department of Workforce Development, Aging and Community Services at

BSERVICES@WDACS.LACOUNTY.GOV; and, DPSS will refer qualified GAIN/GROW job candidates.

29.17.2 In the event that both laid-off County employees, as defined in Paragraph CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST, and GAIN/GROW participants are available for hiring, County employees shall be given first priority.”

15. Paragraph 29.24, COVID-19 Vaccinations of County Contractor Personnel, shall be added to the agreement as follows:

“29.24 COVID-19 Vaccinations of County Contractor Personnel

29.24.1 At Contractor’s sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, “Contractor Personnel”), must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with County employees, interns, volunteers, and commissioners (“County workforce members”), (2) working on County owned or controlled property while performing services under this Agreement (collectively, “In-Person Services”).

29.24.2 Contractor Personnel are considered “fully vaccinated” against COVID-19 two (2) weeks or more after they have received (1) the

second dose in a 2-dose COVID-19 vaccine series (e.g., Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g., Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization (“WHO”).

29.24.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered (“Vaccination Record Card”); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response (“QR”) code that when scanned by a SMART Health Card reader displays to the reader the client’s name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; (5) documentation of vaccination from Contractors who follow the California Department of Public Health (CDPH) vaccination records

guidelines and standards. Contractor shall also provide written notice to County before the start of work under this Agreement that its Contractor Personnel are in compliance with the requirements of this section. Contractor shall retain such proof of vaccination for the document retention period set forth in this Agreement, and must provide such records to the County for audit purposes, when required by County.

29.24.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical, or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to, (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Agreement, and/or, (3) coming into contact with the public while performing services under this Agreement:

1. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test which has an Emergency Use Authorization (EUA) by the U.S. Food and Drug Administration

(FDA), or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

2. Wear a mask that is consistent with Center for Disease Control and Prevention (CDC) recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
3. Engage in proper physical distancing, as determined by the applicable County department that the Agreement is with.

29.24.5 In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit R (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.”

16. Paragraph 29.25, Compliance with Fair Chance Employment Practices, shall be added to the agreement as follows:

“29.25 Compliance with Fair Chance Employment Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code

Section 12952. Contractor's violation of this Paragraph of the 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."

17. Paragraph 29.26, Compliance with the County's Policy of Equity, shall be added to the agreement as follows:

"29.26 Compliance with the County's Policy of Equity

Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE")

(<https://ceop.lacounty.gov/>). Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. Contractor, its employees and Subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of Contractor, its employees or its Subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject Contractor to termination of contractual agreements as well as civil liability."

18. Paragraph 29.27, Default Method of Payment: Direct Deposit or Electronic Funds Transfer, shall be added to the agreement as follows:

“29.27 Default Method of Payment: Direct Deposit or Electronic Funds**Transfer**

29.27.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (“EFT”) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

29.27.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

29.27.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

29.27.4 At any time during the Agreement, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in

consultation with Public Health, shall decide whether to approve exemption requests.”

19. Exhibit A.1.1, myAvatar Solution Requirements, SR# 27, the description shall be revised to read as follows:

“The Solution shall not allow any County Data to be overwritten and/or destroyed without County's written request and not prior to ten (10) years from the point of creation in accordance with County Retention Policy and applicable law.”.

Contractor: Based on discussions with County, this requirement is about keeping data for a minimum of 10 years. The solution can keep the data for 10 years or more.”

20. Exhibit A.1.2, ProviderConnect Solution Requirements, SR# 27, the description shall be revised to read as follows:

“The Solution shall not allow any County Data to be overwritten and/or destroyed without County's written request and not prior to ten (10) years from the point of creation in accordance with County Retention Policy and applicable law.”.

Contractor: Based on discussions with County, this requirement is about keeping data for a minimum of 10 years. The solution can keep the data for 10 years or more.”

21. Exhibit C.7, Pool Dollars, shall be deleted in its entirety and replaced with Exhibit C.7.1, Pool Dollars, attached hereto and incorporated herein by reference. All references in the Agreement to Exhibit C.7, Pool Dollars, shall be deemed amended to state “Exhibit C.7.1, Pool Dollars.”

22. Exhibit H, Business Associate Agreement, shall be deleted in its entirety and replaced with Exhibit H.1, Business Associate Agreement, attached hereto and incorporated by reference. All references in the Agreement to Exhibit H, Business Associate Agreement, shall be deemed amended to state “Exhibit H.1, Business Associate Agreement.”

23. Exhibit R, COVID-19 Vaccination Certification of Compliance, attached hereto and incorporated herein by reference shall be added to the Contract.

24. Except for the changes set forth hereinabove, the Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, or designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

NETSMART TECHNOLOGIES, INC.
Contractor

By _____
Signature

Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
DAWYN R. HARRISON
Acting County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Contracts and Grants Division Management

#06584:nb

EXHIBIT C.7.1
Pool Dollars

CHANGE ORDER OR AMENDMENT NO.	EFFECTIVE DATE	INITIAL BALANCE OF POOL DOLLARS	ADJUSTED AMOUNT UNDER CHANGE ORDER OR AMENDMENT	REMAINING BALANCE OF POOL DOLLARS
Change Order 1	9/27/2018	\$12,198,003	(\$ 498,498)	\$11,699,505
Change Order 2	7/28/2020	\$11,699,505	(\$ 141,960)	\$11,557,545
Change Order 3	8/26/2021	\$11,557,545	(\$ 7,523)	\$11,550,022
Change Order 5	10/31/2018	\$11,550,022	(\$ 629,136)	\$10,920,886
Change Order 7	7/15/2021	\$10,920,886	(\$ 13,878)	\$10,907,008
Change Order 8	10/18/2021	\$10,907,008	(\$ 91,200)	\$10,815,808
Change Order 9	7/31/2019	\$10,815,808	(\$3,472,800)	\$ 7,343,008
Change Order 15	7/20/2020	\$ 7,343,008	(\$ 14,140)	\$ 7,328,868
Change Order 16	5/4/2022	\$ 7,328,868	(\$ 17,931)	\$ 7,310,937
Change Order 18	5/4/2022	\$ 7,310,937	(\$ 49,063)	\$ 7,261,874
Change Order 19	9/10/2020	\$ 7,261,874	(\$ 629,136)	\$ 6,632,738
Change Order 20	3/9/2021	\$ 6,632,738	(\$ 12,179)	\$ 6,620,559
Change Order 21	5/4/2022	\$ 6,620,559	(\$ 11,878)	\$ 6,608,681
Change Order 22	1/4/2022	\$ 6,608,681	(\$1,356,075)	\$ 5,252,606
Change Order 23	8/1/2021	\$ 5,252,606	(\$3,576,984)	\$ 1,675,622
Change Order 27	9/1/2022	\$ 1,675,622	(\$ 657,720)	\$ 1,017,902
Amendment No.2	(Date of execution)	\$ 1,017,902	\$12,000,000	\$13,017,902

EXHIBIT H.1
BUSINESS ASSOCIATE AGREEMENT

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

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

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

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

Therefore, the parties agree as follows:

1. Definitions

- 1.1 "42 Code of Federal Regulations (CFR) Part II" are the provisions of Federal law which govern the confidentiality of patient alcohol and drug abuse treatment records.
- 1.2 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.3 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.4 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.5 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.

- 1.6 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.7 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.8 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.9 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.10 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.11 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.12 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.13 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.14 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.15 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.16 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or

mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.17 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.19 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.20 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.22 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.23 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. Permitted and Required Uses and Disclosures of Protected Health Information

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

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

3. Prohibited Uses and Disclosures of Protected Health Information

3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.

3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in Section 2.2

3.4 Business Associate shall comply with 42 C.F.R. Part 2 which restricts the disclosure of information of patient alcohol and drug abuse treatment records.

4. Obligations to Safeguard Protected Health Information

4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.

4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. Reporting Non-Permitted Uses or Disclosures, Security Incidents, and Breaches of Unsecured Protected Health Information

5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.

- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach
- 5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;

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

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

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

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

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

6. Written Assurances of Subcontractors

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

the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. Access to Protected Health Information

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

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

8. Amendment of Protected Health Information

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

9. Accounting of Disclosures of Protected Health Information

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

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

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

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

- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5)

days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. Compliance with Applicable HIPAA Rules

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. Availability of Records

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. Mitigation of Harmful Effects

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. Breach Notification to Individuals

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
 - 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
 - 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
 - (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;

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

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

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

14. Indemnification

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

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

15. Obligations of Covered Entity

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

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

16. Term

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

17. Termination for Cause

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. Disposition of Protected Health Information Upon Termination or Expiration

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. Audit, Inspection, and Examination

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

20. Miscellaneous Provisions

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

COVID-19 CONTRACTOR NOTIFICATION & CERTIFICATION
Released March 13, 2022, Version 2.0

EXHIBIT R

Certification of Compliance

The purpose of this Certification of Compliance is to permit the County to oversee, monitor, confirm, and audit Contractor's compliance with Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) (the "Ordinance"). Contractor shall submit the information requested in this Certification of Compliance in accordance with Sections 2.212.060 and 2.212.090(A) of the Ordinance.

I, _____, on behalf of _____, (the "Subrecipient"), certify that on County Contract _____

- ☐ All Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance.
- ☐ Most Contractor Personnel on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

I have authority to bind the Contractor and have reviewed the requirements above and further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

BOARD LETTER/MEMO CLUSTER FACT SHEET

☐ Board Letter

☒ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/2/2022	
BOARD MEETING DATE	N/A	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Probation	
SUBJECT	Notice of intent to negotiate an extension to Agreement Number 77285 with Cerner Corporation for the Probation Electronic Medical Record System (PEMRS)	
PROGRAM	Juvenile Institutions	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: PEMRS was acquired on a sole source basis in 2010 to meet the urgent need for an electronic medical record system. It would be extremely expensive and resource intensive to resolicit and change to a new system, with no expected benefit.	
DEADLINES/ TIME CONSTRAINTS	Contract expires May 31, 2023. System is needed to continue to provide healthcare services in compliance with settlement agreements with the California Department of Justice.	
COST & FUNDING	Total cost: \$28M (Estimated)	Funding source: NCC – Probation operating budget
	TERMS (if applicable): 10 years, subject to negotiation	
	Explanation: Probation seeks to extend the agreement for 10 years to secure favorable terms and pricing.	
PURPOSE OF REQUEST	Extend an agreement with Cerner Corporation to continue PEMRS licensing, hosting, and support.	
BACKGROUND (include internal/external issues that may exist including any related motions)	PEMRS was implemented in September 2011 as an electronic medical record system to manage healthcare in juvenile halls and camps in compliance with the California Department of Justice Settlement Agreements of August 2004 and October 2008. The system is used by Probation, DHS Juvenile Court Health Services (JCHS) and DMH to support clinical workflow and to capture and manage clinical documentation. June 2010 – Initial 7-year term and two optional 3-year terms; maximum contract of \$17.0M. May 2017 – First 3-year option term exercised; maximum contract sum revised to \$24.5M. May 2020 – Second 3-year option term exercised; maximum contract sum revised to \$31.8M.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: Supports Justice Reform by providing Probation, JCHS, and DMH with vital tools for managing healthcare to ensure appropriate care and support positive outcomes.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Valerie Van Kirk, Bureau Chief, Detention Services (562) 940-2058 Valerie.VanKirk@probation.lacounty.gov Jim Green, Chief Information Officer (562) 356-8604 Jim.Green@probation.lacounty.gov Robert Smythe, Administrative Deputy (562) 940-2516 Robert.Smythe@probation.lacounty.gov	



ADOLFO GONZALES
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242
(562) 940-2501



November 2, 2022

TO: Each Supervisor

FROM: Adolfo Gonzales
Chief Probation Officer

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE AMENDMENT TO AGREEMENT NUMBER 77285 WITH CERNER CORPORATION FOR THE PROBATION ELECTRONIC MEDICAL RECORDS SYSTEM (PEMRS)**

This is to advise the Board of Supervisors (Board) of the Probation Department's (Probation) intent to negotiate a Sole Source Amendment of Contract 77285 (Agreement) with Cerner Corporation (Cerner) for the Probation Electronic Medical Records System (PEMRS), including licensing, hosting, software maintenance and support, and professional services. Board Policy No. 5.100 requires written notice of a department's intent to enter into sole source negotiations for the extension of a Board-approved contract at least six (6) months prior to the contract's expiration date. The subject contract expires May 31, 2023.

BACKGROUND

PEMRS was implemented on September 22, 2011, as an electronic medical record system for detained minors in Probation's care and custody. PEMRS is a three-Department collaboration among the Department of Health Service's Juvenile Court Health Services Division (JCHS), the Department of Mental Health (DMH), and Probation. PEMRS was established to manage healthcare in juvenile halls and camps in compliance with the County's settlement agreements with the California Department of Justice (CalDOJ) of 2004 and 2008. Probation staff use PEMRS to perform intake screening, make medical and mental health referrals, and document medication administration. JCHS and DMH use PEMRS to support clinical workflow and to capture and manage clinical documentation. The hosting, maintenance, support, licenses, and professional services for PEMRS are necessary to support collaborative multi-agency

health and mental health service delivery and continue compliance with the settlement agreements.

On June 1, 2010, your Board authorized the Chief Probation Officer to enter into Agreement Number 77285 (Agreement) with Cerner through May 31, 2017, with options to extend the term for up to two (2) additional and consecutive 36-month periods. On May 16, 2017, your Board authorized the Chief Probation Officer to exercise the first option term, extending the Agreement through May 31, 2020, and on May 19, 2020, your Board authorized the Chief Probation Officer to exercise the second option term, extending the Agreement through May 31, 2023.

JUSTIFICATION

The PEMRS system is highly customized to the needs and workflows of JCHS, DMH, and Probation. It runs on the same software platform as the DHS ORCHID system. Using the same software platform facilitates JCHS clinical staff training and productivity. It would be extremely costly to switch to a different system, with no expected improvement in clinical outcomes. A sole source amendment to extend the agreement will allow JCHS, DMH, and Probation to continue to operate the electronic medical record system in compliance with the CalDOJ settlement agreements.

CONCLUSION

Pursuant to Board Policy, Probation will proceed with negotiation of a sole source amendment with Cerner in four weeks, unless otherwise instructed by your Board. Probation will work closely with County Counsel and the Chief Executive Office during the contracting process.

If you have questions or require additional information, please contact me, or your staff may contact Probation Chief Information Officer Jim Green at (562) 356-8604 or jim.green@probation.lacounty.gov.

AG:JG

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/2/2022	
BOARD MEETING DATE	12/6/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Authorize county purchasing agent to execute a purchase order for the acquisition of the HPE Superdome for LASD.	
PROGRAM	Technology and support Division (TSD)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Delegated Authority TO ISD	
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: \$5,500,000.00 (estimated)	Funding source: Department's operational budget
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST	Purchase Hardware/Software, Professional Services, and Three-Year Maintenance Warranty to replace the legacy Superdome at LASD's data center. To be acquired under LAC-CAL.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The current hardware and operating system are no longer supported and are at end-of-life.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • James Peterson, Captain, 562-345-4351, jcpeters@lasd.org • Fred Nazarbegian, IT Manager III, 562-345-4338, fnazarbe@lasd.org • Thea Sheridan, Administrative Services Manager I, HTSherid@lasd.org	

December 6, 2022

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

Dear Supervisors:

**REQUEST APPROVAL AND AUTHORIZE THE COUNTY PURCHASING AGENT TO
EXECUTE A PURCHASE ORDER FOR THE AQUISITION OF THE SUPERDOME
REPLACEMENT HARDWARE FOR THE LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT (LASD) FISCAL YEAR 2022-23
(ALL DISTRICTS) (3 VOTES)**

**OFFICE OF THE CHIEF INFORMATION OFFICER (CIO) RECOMMENDATION:
APPROVE (X)
APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The LASD is requesting the Board of Supervisors' (Board) approval and authorization for the Internal Services Department (ISD), in its capacity as the County's purchasing agent, to proceed with a purchase order (PO) to replace the LASD's Hewlett Packard Enterprise Superdome (Superdome) in the estimated amount of \$5,500,000 to upgrade the Superdome system.

IT IS RECOMMENDED THAT THE BOARD

Authorize ISD, as the County's Purchasing Agent, to proceed with the acquisition of the Superdome replacement in the estimated amount of \$5,500,000 which includes hardware, software, professional services, maintenance and support, travel, and taxes.

BACKGROUND

LASD is the primary law enforcement organization for millions of County residents and manages the largest county jail population in the United States. It operates several mission critical systems, such as Superdome, which promote public safety and needs to remain operational during emergencies.

Superdome comprises multiple components used in data centers for mission critical applications that require high-performance, high availability. Our current Superdome solution hosts many mission and business critical systems and provides services to many local, state, and federal agencies throughout the County of Los Angeles. For instance, Los Angeles County's Correctional Health Services personnel use Superdome applications to manage healthcare for the inmates in the jail system.

The system modernization project will consist of three phases:

- Phase I – The purchase of new servers and associated components.
- Phase II – The hardware will be installed, and the Hypervisor and the Operating Systems (OS) will be upgraded in the data centers. The new hardware will serve as the production environment with high availability and fail-over capability. It will also replace the end of life (EOL) equipment and OS that are currently being utilized.
- Phase III – The data will be migrated from the existing hardware to the new, modernized hardware with capacity and expansion for growth. The new hardware will provide a more secure environment to guard against cyber-attacks.

The LASD will have a dedicated project manager for the Superdome upgrade to ensure the project is completed on time and to minimize downtime to the users' environment. There will be a contingency plan in the event something should go awry during the implementation.

It is imperative that our existing, antiquated Superdome hardware is upgraded. The current hardware is no longer supported and is EOL. Replacement parts are scarce and when failures occur, the repair of hardware takes longer and is more costly. Any interruption of service to the LASD's mission critical systems could result in loss of life, jeopardize officer and public safety, and potentially incur future litigation. The new computer system will provide a more stable computing environment, minimizing unplanned outages of the LASD's mission and business critical systems.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action is consistent with the principles of the County's Strategic Plan, Goal 1, Operational Effectiveness and Fiscal Sustainability. The implementation of the Superdome hardware upgrade will indirectly contribute to achieving the County's Strategic Initiative 4 and Strategic Initiative 5, by achieving efficiencies that transform service delivered by replacing critical obsolete systems.

FISCAL IMPACT/FINANCING

Funding for Superdome replacement will be through Los Angeles County-Capital Asset Leasing (LAC-CAL), lease payments that are included in LASD's approved 2022-2023 budget. The LAC-CAL funding amount is \$5,500,000.

The estimated one-time costs for the proposed acquisitions are as follows:

Hardware/Software	\$4,300,000.00
Services	\$ 200,000.00
Three-year maintenance warranty	\$1,000,000.00
Total cost	\$5,500,000.00

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis

On October 16, 2001, the Board approved the classification categories for fixed assets (now referred to as capital assets) and new requirements for major capital assets purchasing requiring County departments to obtain Board approval to purchase ordinance equipment with a unit cost of \$250,000 or greater prior to submitting their requisition to the County Purchasing Agent.

IMPACT ON CURRENT SERVICES

Approval of this request will ensure continued services and uninterrupted operation of Superdome equipment utilized by Los Angeles County law enforcement agencies.

CONTRACTING PROCESS

The acquisition of Superdome system modernization services and components falls under the statutory authority of the County purchasing agent and will be accomplished in accordance with the County's purchasing policies and procedures.

CONCLUSION

Upon Board approval, please return a copy of the adopted Board Letter to LASD's Technology and Support Division.

Sincerely,

Reviewed by:

ALEX VILLANUEVA
SHERIFF

PETER LOO
ACTING CHIEF INFORMATION
OFFICER

TIMOTHY K. MURAKAMI
UNDERSHERIFF

AV:BY:nd
(Technology & Support Division)

Attachments

c: Board of Supervisors, Justice Deputies
Celia Zavala, Executive Officer, Board of Supervisors
Fesia Davenport, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Rene Phillips, Manager, CEO
Jocelyn Ventilacion, Principal Analyst, CEO
Bryan Bell, Budget Analyst, CEO
Dawyn R. Harrison, Acting County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Michele Jackson, Principal Deputy County Counsel
Timothy K. Murakami, Undersheriff
John L. Satterfield, Chief of Staff
Conrad Meredith, Division Director, Administrative Services Division (ASD)
Glen C. Joe, Assistant Division Director, ASD
Richard Martinez, Assistant Division Director, ASD
Vanessa C. Chow, Sergeant, ASD
Adam R. Wright, Sergeant, ASD
Kristine D Corrales, Deputy, ASD
Brian Yanagi, Chief, Technology and Support Division, (TSD)
Chris Kovac, Commander, TSD
Thea Sheridan, Assistant Service Manager I, TSD
James Peterson, Captain, Data Systems Bureau, (DSB)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	11/2/2022	
BOARD MEETING DATE	12/6/2022	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Sheriff's Department	
SUBJECT	Approval of Amendment #2 to Agreement Number 76530 with Porter Lee Corporation.	
PROGRAM	Property, Evidence and Laboratory Information Management System (PRELIMS)	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain why: The amendment increases the Maximum Contract Sum beyond what was approved in the original Agreement.	
DEADLINES/ TIME CONSTRAINTS	N/A	
COST & FUNDING	Total cost: \$356,150	Funding source: Asset Forfeiture Funds
	TERMS (if applicable): The term is unchanged by the proposed amendment.	
	Explanation: The amendment would increase the Maximum Contract Sum to \$3,342,895 from the original \$3,042,745. This is a zero net-County-cost amendment.	
PURPOSE OF REQUEST	To 1) migrate data from the Department's legacy systems, 2) implement Active Directory functionality, and 3) configure five new web servers.	
BACKGROUND (include internal/external issues that may exist including any related motions)	The additional Pool Dollars will allow the Department to engage Porter Lee to provide additional professional services necessary to mitigate the risk of losing critical data due to system failure, enhance application security, maintain compliance and supportability of the mission-critical PRELIMS Solution, and increase accessibility to critical evidence.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Angelo Faiella, Assistant Director, (213) 229-3259, afaiell@lasd.org James P. Carroll, Project Director (323) 260-8502, jpcarrol@lasd.org	

December 06, 2022

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

Dear Supervisors:

**APPROVE SOLE SOURCE AMENDMENT NUMBER TWO
TO AGREEMENT NUMBER 76530 WITH PORTER LEE CORPORATION
TO PROVIDE UPGRADES TO THE PROPERTY, EVIDENCE AND LABORATORY
INFORMATION MANAGEMENT SYSTEM
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting the Board's approval and execution of Sole Source Amendment Number Two (Amendment) to Agreement Number 76530 (Agreement) with Porter Lee Corporation (Porter Lee) to increase Pool Dollars to allow for critical upgrades to the Department's Property, Evidence and Laboratory Information Management System (PRELIMS).

IT IS RECOMMENDED THAT THE BOARD:

Approve and instruct the Chair to sign the attached Amendment to the Agreement with Porter Lee to: (1) increase Pool Dollars by \$300,150, and (2) reallocate \$56,000 from the original Agreement Sum towards Pool Dollars for deliverables no longer needed. The proposed Amendment increases Pool Dollars by \$356,150 for a total Maximum Contract Sum not to exceed \$3,342,895 for the term of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow the Department to engage Porter Lee to provide additional professional services for the migration of data from two legacy systems, which were considered optional customizations in the original Agreement: Evidence Tracking System (ETS) and Evidence and Property Inventory Control (EPIC). Approval of this Amendment will also allow for integration of PRELIMS with the Department's Active Directory, and the reallocation of funds originally budgeted in the Agreement Sum for an interface with Los Angeles Regional Crime Information System (LARCIS).

Migration of the existing data from the ETS and EPIC legacy systems to PRELIMS will allow the Department to access historical data stored in these databases for use in pending and future court cases, as well as eliminate the risk of loss of critical data. Implementing Active Directory functionality for PRELIMS will provide a central management tool to more efficiently manage login credentials for over 7,000 users. Additionally, the use of Active Directory will remediate one of the findings from the County Auditor-Controller's audit of the Department's evidence warehouse conducted in 2018, which required the Department to establish protocols for user access, and prohibit access by users who have retired, resigned, or been placed on administrative leave.

The original Agreement included a deliverable for the development of a LARCIS interface, intended to streamline the manual process of entering property and evidence records into Department of Justice (DOJ) systems. Recently, the Department elected not to proceed with this due to a modernization plan to replace LARCIS. As a result, the proposed Amendment will reallocate \$56,000 from the original Agreement Sum towards Pool Dollars.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.2, Embrace Digital Government for the Benefit of Our Internal Customers and Communities by supporting the implementation of technological enhancements that increase efficiency, thereby enabling the Department to accurately and effectively track and process evidence and property for over 50 Departmental units and facilities.

FISCAL IMPACT/FINANCING

The current Pool Dollar balance of \$61,494 is insufficient to move forward with the Department's Active Directory and data migration needs. The proposed Amendment will increase Pool Dollars allocated for the provision of optional work by \$356,150 for a

Maximum Contract Sum of \$3,342,895. The proposed Amendment will be funded solely by the Department's existing Asset Forfeiture Funds at zero net-cost to County.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The core PRELIMS application became operational in May 2014. Since then, Porter Lee has implemented additional laboratory functionalities in satisfaction of the original Agreement requirements.

In compliance with Board Policy 6.020, Chief Information Office Board Letter Approval, the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO determined this recommended action(s) does not include any new IT items that would necessitate a formal written CIO Analysis.

CONTRACTING PROCESS

On August 2, 2007, the Department released the Request for Proposals (RFP). On September 7, 2007, the solicitation closed and the Department received one proposal. An evaluation committee, including experts in data systems, evidence and lab information technology was assembled to review and assess the proposal. Upon final review of the proposal and demo it was determined by the evaluation committee that Porter Lee Corporation was qualified and offered the product and services as required in the RFP.

On April 15, 2008, the Board approved the Agreement with Porter Lee for a term of six months and five years after the System's Final Acceptance date (as defined in the Agreement), with a six-month extension option, in any increment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The migration of data from the legacy systems and the integration of PRELIMS with the Department's Active Directory are necessary to: mitigate the risk of losing critical data due to system failure, enhance application access control; maintain compliance and supportability of the mission-critical PRELIMS Solution, and increase accessibility to critical evidence.

The Honorable Board of Supervisors
November XX, 2022
Page 4

CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board letter and two original executed copies of the Amendment to the Department's Contracts Unit.

Sincerely,

Reviewed by:

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI
UNDERSHERIFF

PETER LOO
ACTING CHIEF INFORMATION OFFICER

TM:LT:lt

(Fiscal Administration Bureau-Contracts Unit)

- c: Board of Supervisors, Justice Deputies
 - Celia Zavala, Executive Officer, Board of Supervisors
 - Fesia Davenport, Chief Executive Officer
 - Sheila Williams, Senior Manager, Chief Executive Office (CEO)
 - Rene Phillips, Manager, CEO
 - Jocelyn Ventilacion, Principal Analyst, CEO
 - Bryan Bell, Budget Analyst, CEO
 - Dawyn R. Harrison, Acting County Counsel
 - Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
 - Cammy C. DuPont, Principal Deputy County Counsel
 - Peter Loo, Acting Chief Information Officer, Chief Information Office (CIO)
 - Timothy K. Murakami, Undersheriff
 - John L. Satterfield, Chief of Staff
 - Brian Yanagi, Chief, Technology and Support Division (TSD)
 - Chris Kovac, Commander, TSD
 - Ernest O. Bille, Captain, TSD
 - Conrad Meredith, Division Director, Administrative Services Division (ASD)
 - Glen C. Joe, Assistant Division Director, ASD
 - Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)
 - James P. Carroll, Crime Laboratory Director, Scientific Services Bureau (SSB)
 - Angelo Faiella, Assistant Director, FAB
 - Rene Garcia, Lieutenant, ASD
 - Adam R. Wright, Sergeant ASD
 - Sheila A. Courts, Administrative Services Manager II, SSB
 - Thea Sheridan, Administrative Services Manager I, TSD
 - Kristine D. Corrales, Deputy, ASD
 - Alex Madera, Senior Contract Analyst, FAB, Contracts Unit
 - Lauren Thai, Contract Analyst, FAB, Contracts Unit

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract

Date Existing Contract First 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

SOLE SOURCE QUESTIONNAIRE

It is the policy of the County, to solicit the maximum number of bids/proposals for a commodity or service from the largest relevant market and to select vendors on a competitive basis.

There are certain acquisitions which when in the best interest of the County, can only be obtained from a sole source. Sole source acquisitions must be justified in sufficient detail to explain the basis for suspending the usual competitive procurement process.

NOTE: Please refer to Procedure P-3700 of the ISD Purchasing Policies on Procedures Manual.

DOCUMENTATION FOR SOLE SOURCE JUSTIFICATION FOR AN AMENDMENT TO AGREEMENT NUMBER 76530 FOR PROPERTY, EVIDENCE AND LABORATORY INFORMATION MANAGEMENT SYSTEM MUST INCLUDE RESPONSES TO THE FOLLOWING QUESTIONS:

Justification – Commodity/Services

1. What is being requested?

An increase in Pool Dollars to allow for critical upgrades to the Department's Property, Evidence and Laboratory Information Management System (PRELIMS).

2. Why is the product needed? – How will it be used?

Professional services are needed for the migration of data from two Department legacy systems and the integration of PRELIMS with the Department's Active Directory in order to mitigate the risk of losing critical data due to system failure, enhance application access control, maintain compliance and supportability of PRELIMS, and increase accessibility to critical evidence.

3. Is this brand of product the only one that meets the user's requirements? If yes, what is unique about the product?

No.

- 4. Have other products/vendors been considered? If yes, which products/vendors have been considered and how did they fail to meet the user's requirements?**

Yes, the vendor was selected as the result of an open-competitive solicitation.

- 5. Will purchase of this product avoid other costs, e.g. data conversion, training, purchase of additional hardware, etc.?**

Yes, the additional Pool Dollars will allow the vendor to complete critical upgrades to the System.

- 6. Is the product proprietary or is it available from various dealers? Have you verified this?**

Not applicable. The Agreement was secured via an open-competitive solicitation.

- 7. Reasonableness of Price. Does the County obtain a special or pricing not available to the private sector? How does County pricing compare with other governmental entities?**

Not applicable.

- 8. If this purchase is an upgrade of existing equipment, what is the dollar value of existing equipment and the purchase order number for the existing equipment?**

Not applicable.

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
PORTER LEE CORPORATION
FOR PROPERTY, EVIDENCE, AND LAB INFORMATION MANAGEMENT SYSTEM

This Amendment Number Two (Amendment) to Agreement Number 76530 (Agreement) is made and entered into by and between the County of Los Angeles (County) and Porter Lee Corporation (Contractor), effective upon execution by both parties.

- A. WHEREAS, on April 15, 2008, County and Contractor entered into the Agreement for the implementation and maintenance of a web-enabled property, evidence and lab information management system (PRELIMS) and maintenance services; and
- B. WHEREAS, on October 1, 2020, County and Contractor entered into Amendment Number One to: (1) update the County-mandated provisions regarding Insurance Coverage, Compliance with Applicable Law, Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring GAIN-GROW Participants, Background and Security Investigations, Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law, County's Quality Assurance Plan, Notice to Employees Regarding the Safely Surrendered Baby Law, and (2) add the County-mandated provisions regarding Default Method of Payment: Direct Deposit or Electronic Funds Transfer, Compliance with County's Zero Tolerance Policy on Human Trafficking, Local Small Business Enterprise (LSBE) Prompt Payment Program, Social Enterprise (SE) Preference Program, Disabled Veteran Business Enterprise (DVBE) Preference Program, Time Off for Voting, Compliance with the Policy of Equity, County's Defaulted Property Tax Reduction Program, Compliance with Fair Chance Employment Practices, and (3) add Exhibit K (Attestation and Willingness to Consider GAIN-GROW Participants), Exhibit L (Zero Tolerance Policy on Human Trafficking Certification), Exhibit M (Certification of Compliance with the County's Defaulted Property Tax Reduction Program), and Exhibit N (Compliance with Fair Chance Employment Hiring Practices Certification) to the Agreement.
- C. WHEREAS, County and Contractor desire to further amend the Agreement to: (1) increase the Pool Dollars (as defined in the Agreement) by \$356,150.00 to continue to engage Contractor to provide professional services to: (a) implement Active Directory functionality, (b) perform the data migration of existing Department legacy systems (Evidence Tracking System (ETS) and Evidence and Property Inventory Control (EPIC)), (c) correct any defect that may arise during the data migration, and (d) configure five new web servers to allow full functionality of the PRELIMS web-based application; (2) increase the Maximum Contract Sum (as defined in the Agreement) by \$300,150.00, for a grand total of \$3,342,895.00, (3) update the County-mandated provisions regarding Assignment and Delegation/Mergers or Acquisitions, Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List, Safely Surrendered Baby Law, Counterparts and Electronic Signatures and Representations, and Compliance with Fair Chance Employment Hiring Practices; (4) add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Employees; (5) amend and restate Exhibit C (Price and Schedule of Payments) of the Agreement; and (6) add Exhibit C.1 (Optional Work Schedule) and Exhibit E (COVID-19 Vaccination Certification of Compliance) to the Agreement.

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
PORTER LEE CORPORATION
FOR PROPERTY, EVIDENCE, AND LAB INFORMATION MANAGEMENT SYSTEM

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for good and valuable consideration, County and Contractor hereby agree to amend the Agreement as follows:

1. Paragraph 8.2 (Maximum Contract Sum) of the Agreement is deleted in its entirety and replaced as follows to update the Maximum Contract Sum to reflect the additional Pool Dollar amount of \$356,150.00:

8.2 Maximum Contract Sum. The "Maximum Contract Sum" under this Agreement shall be the total monetary amount that would be payable by County to Contractor for supplying the System Software and all Work and Pool Dollars under this Agreement for the Term. The Maximum Contract Sum for this Agreement, including applicable Taxes, authorized by County hereunder shall in no event, expressly or by implication, exceed \$3,342,895.00 and shall be allocated as set forth in the Amended and Restated Exhibit C-1 (Price and Schedule of Payments) which allocation shall include an itemization of the amount to be paid for, without duplication: (a) Customizations, (b) Interfaces, (c) System Software implementation, (d) Professional Services Time and Materials Work, (e) Maintenance Services, and (f) applicable Taxes, if any. Exhibit C (Price and Schedule of Payments) further shall include an itemization of Pool Dollars and applicable Hourly Labor Rate or Daily Labor Rate as applicable. Contractor shall perform and complete all Work required of Contractor by this Agreement in exchange for the amounts to be paid to Contractor as set forth in this Agreement but in any event, not in excess of the Maximum Contract Sum. Contractor acknowledges and agrees that the Maximum Contract Sum is an all-inclusive, not-to-exceed price, including for time and materials Work, that is an agreed upon assessment of the amount to be paid by County to Contractor in exchange for Contractor delivering to County, and County accepting, within the required delivery schedule the System Software. Contractor further acknowledges that the Specifications set forth in the Statement of Work are functional Specifications and that it is Contractor's risk responsibility to design, achieve and timely deliver the System Software. Notwithstanding any provision of this Agreement to the contrary, Contractor is not obligated to perform Work under Change Orders if Pool Dollars are not available to pay for such Work.

2. Paragraph 40.0 (Assignment and Delegation/Mergers or Acquisitions) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

40.0 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS

40.1 Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending

AMENDMENT NUMBER TWO TO AGREEMENT NUMBER 76530
BY AND BETWEEN
COUNTY OF LOS ANGELES AND
PORTER LEE CORPORATION
FOR PROPERTY, EVIDENCE, AND LAB INFORMATION MANAGEMENT SYSTEM

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.

40.2 Contractor shall not assign, exchange, transfer, or delegate its rights or duties under the Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent shall be null and void. For purposes of this Paragraph, 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 the Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

40.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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.

3. Paragraph 47.0 (Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

47.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS OR ARE ON A COUNTY RE-EMPLOYMENT LIST

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

4. Paragraph 50.1 (Contractor's Acknowledgment of County's Commitment to Safely Surrendered Baby Law) and Paragraph 50.2 (Notice to Employees Regarding the Safely Surrendered Baby Law) of Paragraph 50.0 (Safely Surrendered Baby Law) of Exhibit A (Additional Terms and Conditions) of the Agreement are deleted in their entirety and replaced as follows to revise the links:

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50.0 SAFELY SURRENDERED BABY LAW

50.1 Notice to Employees Regarding the Safely Surrendered Baby Law

Contractor shall notify and provide to its employees and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" information in a prominent position at the Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this information in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

5. Paragraph 58.0 (Facsimile) of Exhibit A (Additional Terms and Conditions) of the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

58.0 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 6.0 (Change Orders and Amendments) of the Agreement and received via

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communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to the Agreement.

6. Paragraph 70.0 (Compliance with Fair Chance Employment Hiring Practices) of Exhibit A (Additional Terms and Conditions) to the Agreement is deleted in its entirety and replaced as follows to update the County-mandated language:

70.0 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in California Government Code Section 12952. Contractor's violation of this Paragraph of the 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.

7. Paragraph 62.0 (COVID-19 Vaccinations of County Contractor Personnel) is added to Exhibit A (Additional Terms and Conditions) to the Agreement as follows to add the County-mandated provision regarding COVID-19 Vaccinations of County Contractor Personnel:

62.0 COVID-19 VACCINATIONS OF COUNTY CONTRACTOR PERSONNEL

62.1 At Contractor's sole cost, Contractor shall comply with Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 – Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, subcontractors of any tier (collectively, "Contractor Personnel"), must be fully vaccinated against the novel coronavirus 2019 ("COVID-19") prior to: (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County-owned or controlled property while performing Services under the Agreement, and/or (3) coming into contact with the public while performing Services under the Agreement (collectively, "In-Person Services").

62.2 Contractor Personnel are considered "fully vaccinated" against COVID-19 two weeks or more after they have received: (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

62.3 Prior to assigning Contractor Personnel to perform In-Person Services, Contractor shall obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any

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of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, Centers for Disease Control and Prevention ("CDC") or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"), (2) copy (including a photographic copy) of a Vaccination Record Card; (3) documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor shall also provide written notice to County before the start of Work under the Agreement that its Contractor Personnel are in compliance with the requirements of this Paragraph. Contractor shall retain such proof of vaccination for the document retention period set forth in the Agreement, and must provide such records to the County for audit purposes, when required by County.

- 62.4 Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of Contractor Personnel's testing results. Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to: (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing Services under the Agreement, and/or (3) coming into contact with the public while performing Services under the Agreement:
- a. Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test which has an Emergency Use Authorization (EUA) by the Food and Drug Administration ("FDA") or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.
 - b. Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.
 - c. Engage in proper physical distancing, as determined by the applicable County department that the contract is with.

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- 62.5 In addition to complying with the requirements of this Paragraph, Contractor shall also comply with all other applicable local, Departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit L (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.
8. Exhibit C (Price and Schedule of Payments) to the Agreement is deleted in its entirety and replaced with the Amended and Restated Exhibit C-1 (Price and Schedule of Payments).
 9. Exhibit C.1 (Optional Work Schedule), attached hereto, is added to the Agreement.
 10. Exhibit E (COVID-19 Vaccination Certification of Compliance), attached hereto, is added to the Agreement.
 11. Except as expressly provided in this Amendment Number Two, all other provisions, terms, and conditions of the Agreement and any prior approved amendments, will remain the same and in full force and effect.
 12. Contractor represents and warrants that the person executing this Amendment Number Two for Contractor is an authorized agent who has actual authority to bind Contractor to each and every item, condition, and obligation of this Amendment Number Two and that all requirements of Contractors have been fulfilled to provide such actual authority.

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IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment Number Two to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, and Contractor has caused this Amendment Number Two to be executed on its behalf by its duly authorized officer.

COUNTY OF LOS ANGELES

By: _____
Chair, Board of Supervisors

ATTEST:
CELIA ZAVALA, Executive Officer
of the Board of Supervisors

By: _____

PORTER LEE CORPORATION

Signed: Timothy Smith

Printed: Timothy Smith

Title: President

Date: 10/07/2022

APPROVED AS TO FORM:
DAWYN R. HARRISON
Acting County Counsel

By: Approval on File
Cammy C. DuPont
Principal Deputy County Counsel

PRELIMS

EXHIBIT C - PRICE AND SCHEDULE OF PAYMENTS

PRICE AND PAYMENT SCHEDULE BY DELIVERABLE
Amended and Restated Under Amendment #2

All prices listed below are inclusive of applicable sales taxes, incidental costs and all travel and related expenses.

Task	Deliverable (Pay Points Only)	Application and License Costs	Total for Deliverable	Holdback 20.00%	Invoice Pay Point	Notes
Agreement Start	Signed Agreement					
Application Base Price		70,000.00		0.00	70,000.00	Includes 50% of Application Base Price
Licensing Costs		171,000.00		0.00	171,000.00	Includes 25% of Licensing Costs
TOTAL AGREEMENT START		241,000.00		0.00	241,000.00	
3.0 LIMS Tasks and Deliverables						
3.1 Project Planning and Management						
3.1.1 Develop a Project Control Document (PCD)	Deliverable 3.1.1 Project Control Document (Work Breakdown Structure, Project Organization, Roles and Responsibilities, Installation Plan, Requirements review, Configuration Plan, Test Plan, Training Plan, Implementation Plan, Production Support Plan, Status Reporting, Issue Escalation and Resolution, Deliverable Review and Approval, and Change Control Management)		18,000.00	3,600.00	14,400.00	
3.1.2 Manage Project	Deliverable 3.1.2 Project Status Reports/Ongoing Project Management <i>(to be divided by the number of months of the project as agreed to in the PCD and Project Timeline)</i>		85,000.00	0.00	85,000.00	
3.2 Technical Assessment						
3.2.1 Conduct Technology Assessment	Deliverable 3.2.1 Technology Assessment Report (Executive Summary, Technical Architecture, Hardware and Software Specifications, Technical Recommendations)		19,150.00	3,830.00	15,320.00	
3.3 Functional Requirements Review and Finalization						
3.3.1 Review Functional Requirements with Vendor and key users: Develop Business Scenarios	Deliverable 3.3.1 Requirements Confirmation Report		16,750.00	3,350.00	13,400.00	
3.4 Functional Assessment						
3.4.1 Establish a Prototype Environment	Deliverable 3.4.1 Prototype Environment		16,750.00	3,350.00	13,400.00	
3.4.2 Provide Functional Training to Prototype Team Members	Deliverable 3.4.2 Functional Training completed (COTS application overview and navigation, System concepts and terminology, Functional overview of each COTS application module, training materials and exercises)		8,100.00	1,620.00	6,480.00	
3.4.3 Develop Prototype Scripts: Conduct Application Prototyping	Deliverable 3.4.3 Prototyping Scripts: Application Prototyping (Separate Document for each prototyping session: Demonstration of COTS application with detailed business scenarios, confirm/validate business, interface , reporting and conversion requirements)		6,000.00	1,200.00	4,800.00	
3.4.4 Perform Fit-Gap Analysis	Deliverable 3.4.4 Fit-Gap Analysis (Executive Summary, Application Configurations, Gap Analysis)		19,000.00	3,800.00	15,200.00	

3.4.5 Develop Requirements Traceability Matrix (RTM)	Deliverable 3.4.5 Requirements Traceability Matrix (RTM)		3,600.00	720.00	2,880.00	
3.5 Implementation Assessment	Deliverable 3.5 Updated Implementations Strategies Plan (Executive Summary, Software Development and Test Strategy, Data Interface Strategy, Report Formats and Standards, Training and Documentation Plans, Transition Management Strategy, Updated Implementation Plan)					
3.5.1 Develop Software Functional Enhancements and Test Plans						
3.5.2 Develop Data Interface Strategy						
3.5.3 Develop Report Formats and Standards						
3.5.4 Develop Training and Documentation Plans						
3.5.5 Develop Implementation Strategies Plan						
TOTAL 3.5 IMPLEMENTATION ASSESSMENT			3,600.00	720.00	2,880.00	
3.6 Design and Development						
3.6.1 Establish Development Environment	Deliverable 3.6.1 Establish Test Environment (Baseline COTS solution, configuration and data set-up, list any 3rd party software or toolsets required to support development and unit testing)			1,200.00		
			6,000.00		4,800.00	
3.6.2 Design, develop and unit test software functional enhancements	Deliverable 3.6.2 Design, develop and unit test software functional enhancements			10,800.00		
			54,000.00		43,200.00	
3.6.3 Design, develop and unit test data interface utilities	Deliverable 3.6.3 Design, develop and unit test data interface utilities					interface is removed - no databases to interface with identified to date
			0.00	0.00	0.00	
3.6.4 Design, develop and unit test pre-defined reports	Deliverable 3.6.4 Design, develop and unit test pre-defined reports			14,400.00		
			72,000.00		57,600.00	
3.7 Application Configuration	Deliverable 3.7 Configured Application					
3.7.1 Establish Configuration Environment						
3.7.2 Provide Configuration Training						
3.7.3 Configure COTS Application						
3.7.4 Develop validation routines to support Department Data Interface Requirements.						
3.7.5 Perform mock validation data interface into the conversion Environment.						
3.7.6 Establish Integrated System Test Plan						
3.7.7 Conduct Integrated System Testing						
TOTAL 3.7 APPLICATION CONFIGURATION			76,800.00	15,360.00	61,440.00	

3.8 Testing	Deliverable 3.8 Production Environment					
3.8.1 Establish Performance Test Plan						
3.8.2 Establish Performance Environment						
3.8.3 Conduct Performance Testing						
TOTAL 3.8 TESTING			34,000.00	6,800.00	27,200.00	
Application Base Price		70,000.00		0.00	70,000.00	Includes 50% of Application Base Price
Licensing Costs		171,000.00		0.00	171,000.00	Includes 25% of Licensing Costs
Project Milestone 1 - System Acceptance		241,000.00		0.00	241,000.00	
3.9 Transition Management						
3.9.1 Develop and conduct user outreach presentations	Deliverable 3.9.1 User Outreach presentations (Project communication updates, develop and conduct presentations, review and comment on project newsletters and website publications)		14,400.00	2,880.00	11,520.00	
3.9.2 Develop/revise Department Policies and Procedures	Deliverable 3.9.2 Revised Department Policies and Procedures		6,000.00	1,200.00	4,800.00	
3.9.3 Define Readiness Assessment Process	Deliverable 3.9.3 Implementation Readiness/ Assessment Process defined.		7,200.00	1,440.00	5,760.00	
3.9.4 Develop implementation Readiness Checklist	Deliverable 3.9.4 Implementation Readiness Checklist					
3.10 Training and Documentation						
3.10.1 Develop Training Plan	Deliverable 3.10.1 Training Plan (Executive Summary, Training Plan)		24,000.00	4,800.00	19,200.00	
3.10.2 Develop Systems Administration and Operations Manual	Deliverable 3.10.2 Systems Administration and Operations Manual (Overview, System Administration, Batch Operations, Troubleshooting)		12,000.00	2,400.00	9,600.00	
3.10.3 Develop End-User Documentation	Deliverable 3.10.3 End-User Documentation (End-User Reference Manual, Quick Reference Guides, Updated Online Help)		25,000.00	5,000.00	20,000.00	
3.10.4 Establish Training Environment	Deliverable 3.10.4 Training Environment		22,000.00	4,400.00	17,600.00	
3.10.5 conduct Technical Training	Deliverable 3.10.5 Technical Training (Provide all training materials/exercises, set-up training data, conduct technical training)		43,200.00	8,640.00	34,560.00	
3.10.6 Conduct End-User Training	Deliverable 3.10.6 End User Training (Provide all training materials/exercises, set-up training data and conduct end-user training. Develop and provide an electronic end-user "competency test" for each training module or combination of modules)		95,100.00	19,020.00	76,080.00	

3.11 Production Cutover						
3.11.1 Re-establish Production Environment	Deliverable 3.11.1 Production Environment (re-promote a clean staging Production environment)					
			4,050.00	810.00	3,240.00	
3.11.2 Develop production Cutover Plan	Deliverable 3.11.2 Production Cutover Plan (Detail steps, sequence, dependencies and responsibilities for all production cutover activities, including data imports)					
			6,600.00	1,320.00	5,280.00	
3.11.3 Support Production Cutover	Deliverable 3.11.3 Technical Support for Production Cutover (Cutover rehearsal, production cutover)					
			81,000.00	16,200.00	64,800.00	
Project Milestone 1: PRELIMS Application Production Cutover (System Go-live) (1)						
Fulfillment of PRELIMS Application Production Cutover Milestone	Licensing Cost	342,000.00			342,000.00	50% of Licensing Costs (FINAL)
	MILESTONE 1 - PRODUCTION CUTOVER SUB-TOTAL	824,000.00	779,300.00	138,860.00	1,464,440.00	
Project Milestone 2: PRELIMS Web-enabled Production Cutover (2)						
Splitting the integrated instrument interfaces from the application to allow the .Net implementation	MILESTONE 2 - PRODUCTION CUTOVER					
			150,000.00	30,000.00	120,000.00	
WEB-ENABLED DELIVERABLE	SYSTEM FINAL ACCEPTANCE			0.00		Release of hold-back upon final acceptance.
	HOLDBACK PAYMENT				168,860.00	
3.12 Post-Implementation Support						
3.12.1 Provide Post-implementation Warranty Services and Software Maintenance Service Level Requirements Support; duration - later of six (6) months or the System final Acceptance Date - Warranty support will extend for a period of six (6) months thereafter.	Deliverable 3.12.1 Post-implementation Support					
			54,000.00	0.00	54,000.00	
	TOTAL ALL-IN TO FINAL ACCEPTANCE	824,000.00	929,300.00	168,860.00	1,807,300.00	
MAINTENANCE FEES (3)						
Year 1	140,000.00					
Year 2	143,000.00					
Year 3	146,000.00					
Year 4	150,000.00					
Year 5	154,000.00					
	Total Maintenance Costs for Five Years				733,000.00	
AGREEMENT SUM						
					2,540,300.00	

PROFESSIONAL SERVICES (4)					
Hourly Labor Rate	175.00				
Daily Labor Rate	1,400.00				
POOL DOLLARS (5)					
Based upon fifteen percent of the original Agreement Sum.				446,445.00	
Based upon Amendment #2 to: (1) Increase Pool Dollars and (2) Reallocate amount originally budgetted for Deliverable 3.6.3 towards Pool Dollars				356,150.00	
	TOTAL POOL DOLLARS			802,595.00	
	MAXIMUM AGREEMENT SUM (6)			3,342,895.00	

(1) Not all functions and program modules in Porter Lee's application may be web-based by the time of System Go-live (Milestone 1). The affected program modules, including instrument interfaces, will utilize client server topology until Porter Lee has migrated these functions to .NET technology.

(2) Migration to web-based technology will be an ongoing implementation process with efforts by Porter Lee and LASD until such time PRELIMS is a total web-based solution (Milestone 2). Completion of Milestone 2 may or may not be concurrent with Milestone 1.

(3) Year 1 begins after the six-month Warranty Support period.

(4) Hourly Labor Rates and Daily Labor Rates to be used as defined in the Agreement. These rates are subject to the Cost of Living Adjustment (COLA), in accordance with the County's COLA policy.

(5) Pool Dollars to be used as defined in the Agreement.

(6) There is no guarantee that the Maximum Agreement Sum will be paid during the term of this Agreement.

EXHIBIT C.1

OPTIONAL WORK SCHEDULE

Exhibit C.1 shall be used by County to maintain a listing of all Optional Work acquired by County under the Agreement using Pool Dollars and the remaining Pool Dollars following each such acquisition. This Optional Work Schedule shall be included as part of a Change Notice or Amendment, as applicable, for each acquisition of Optional Work using Pool Dollars and shall be updated accordingly.

1. OPTIONAL WORK

In the event County elects to acquire any of the Optional Work specified below, such Optional Work shall be provided by Contractor to County at the applicable Maximum Fixed Price set forth in this Section 1 below.

ITEM NO.	DESCRIPTION/ TYPE (APPLICATION MODIFICATIONS, PROFESSIONAL SERVICES, ADDITIONAL PRODUCTS, ETC.)	REQUEST DATE	DELIVERY DATE	COUNTY APPROVAL DATE	MAXIMUM FIXED PRICE
1	Change Notice #2	6/15/2009		10/16/2009	\$ 42,500
2	Change Notice #3	6/15/2009		10/16/2009	39,375
3	Change Notice #4	6/15/2009		10/16/2009	\$ 21,700
4	Change Notice #5	6/15/2009		10/16/2009	\$ 16,275
5	Change Notice #6	6/15/2009		10/16/2009	\$ 20,125
6	Change Notice #7	6/15/2009		10/16/2009	\$ 4,025
7	Change Notice #9	10/28/2010		12/2/2010	\$ 86,800
8	Change Notice #10	11/3/2010		12/18/2010	\$ 55,125
9	Change Notice #11	11/3/2010		12/18/2010	\$ 21,000
10	Change Notice #12	10/28/2010		12/18/2010	\$ 37,776
11	Change Notice #17	2/11/2014		4/2/2014	\$ 40,250
SUBTOTAL					\$ 384,951

2. POOL DOLLARS

ITEM NO.	EVENT (EFFECTIVE DATE, CHANGE NOTICE, AMENDMENT)	EVENT DATE	ADJUSTED AMOUNT ("+", "-")	REMAINING AMOUNT
1	Effective Date	4/15/2008		\$ 446,445
2	Change Notice #2 - Extend project timeline	10/16/2009	\$ (42,500)	\$ 403,945
3	Change Notice #3 - Redesign service requests feature and enhancement requests from Crime Scene Investigation	10/16/2009	\$ (39,375)	\$ 364,570
4	Change Notice #4 - Redesign approval process for dispositions, evidence transfers and analytical report notification	10/16/2009	\$ (21,700)	\$ 342,870
5	Change Notice #5 - Redesign batch work-list creation, review and approval process for Blood Alcohol Content (BAC) and Toxicology	10/16/2009	\$ (16,275)	\$ 326,595
6	Change Notice #6 - Enhancements relating to case cross-referencing, linking, 2nd investigator entry and edit and processing	10/16/2009	\$ (20,125)	\$ 306,470
7	Change Notice #7 - Functional enhancements related to the booking and transfer of property and evidence	10/16/2009	\$ (4,025)	\$ 302,445
8	Change Notice #9 - Provide additional functional enhancements related to the processing of DNA samples in the PRELIMS DNA module	12/2/2010	\$ (86,800)	\$ 215,645

9	Change Notice #10 - Provide functional enhancements to the core PRELIMS product	12/18/2010	\$ (55,125)	\$ 160,520
10	Change Notice #11 - Provide additional functional enhancements related to the TECAN instument utilized in the laboratory's Toxicology Section	12/18/2010	\$ (21,000)	\$ 139,520
11	Change Notice #12 - Extension of the Contractor's Project Management Services	12/18/2010	\$ (37,776)	\$ 101,744
12	Change Notice #17 - Provide WEB Module maintenance and support	4/2/2014	\$ (40,250)	\$ 61,494
13	Amendment No. 2 - Increase Pool Dollars	10/7/2022	\$ 356,150	\$ 417,644

PORTER LEE AGREEMENT No. 76530

COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 –
Administration, Division 4 – Miscellaneous – Chapter 2.212
(COVID-19 Vaccinations of County Contractor Personnel)
Added Under Amendment No. 2

I, _____, on behalf of Porter Lee Corporation ("Contractor"), certify that on
County Contract PRELIMS

_____ All Contractor Personnel* on this Contract are fully vaccinated as required by
the Ordinance.

_____ Most Contractor Personnel* on this Contract are fully vaccinated as required
by the Ordinance. The Contractor or its employer of record, has granted a
valid medical or religious exemption to the below identified Contractor
Personnel. Contractor will certify weekly that the following unvaccinated
Contractor Personnel have tested negative within 72 hours of starting their
work week under the County Contract, unless the contracting County
department requires otherwise. The Contractor Personnel who have been
granted a valid medical or religious exemption are [LIST ALL CONTRACTOR
PERSONNEL]:

*Contractor Personnel includes subcontractors:

I have authority to bind the Contractor, and have reviewed the requirements above and
further certify that I will comply with said requirements.

Signature

Date

Title

Company/Contractor Name

****FORM ON FILE****