



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

WILLIAM T FUJIOKA
Chief Executive Officer

DATE: July 17, 2014
TIME: 1:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, **Room 743**

AGENDA

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.
Three (3) minutes are allowed for each item.

1. Call to order – Santos H. Kreimann
 - A) **Board Letter – AMENDMENT TO THE DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE**
ISD – Jim Jones or designee
 - B) **Board Letter – AUTHORIZE AND EXECUTE A SPECTRUM USE AGREEMENT WITH THE LA-RICS AUTHORITY TO ALLOW IT USE OF CERTAIN COUNTY RADIO FREQUENCIES**
ISD – Jim Jones or designee
 - C) **Board Letter – APPROVE INFORMATION TECHNOLOGY FUND MONIES TO ACQUIRE INFORMATION TECHNOLOGY SECURITY AND PRIVACY AWARENESS TRAINING CONTENT**
CIO – Richard Sanchez or designee
2. Public Comment

NOTICE OF CLOSED SESSION

CS-1 CONFERENCE WITH LEGAL COUNSEL - ANTICIPATED LITIGATION

(Paragraph (2) of subdivision (d) of Government Code Section 54956.9)
Significant exposure to litigation (thirty cases)

Claims brought by multiple cities for reimbursement related to the decision in *City of Alhambra v. County of Los Angeles*.

3. Adjournment



JIM JONES
Director

County of Los Angeles INTERNAL SERVICES DEPARTMENT

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"To enrich lives through effective and caring service"

August 5, 2014

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

Dear Supervisors:

**AMENDMENT TO THE DETERMINATIONS OF CONTRACTOR
NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD

Approve, introduce, waive reading, and place on your Board's agenda for adoption an ordinance amending Title 2, Chapter 2.202 of the Los Angeles County Code, Determination of Contractor Non-Responsibility and Contractor Debarment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 11, 2000, your Board adopted an Ordinance for Determinations of Contractor Non-Responsibility and Contractor Debarment (Ordinance), Los Angeles County Code Chapter 2.202. The Ordinance provides procedures for the County to determine that a contractor is (1) non-responsible and shall not be awarded a particular contract, and (2) debarred from contracting with the County for a specific period of time.

On February 10, 2004 and August 9, 2005, your Board approved revisions to the Ordinance, providing clarification and guidance within the non-responsibility and debarment process.

This recommended action expands the definition of a "contractor" to strengthen the County's ability to take a debarment action against more than just the contracting entity itself, or an individual or entity owning more than ten percent of the contracting entity. The revised Ordinance expands the parties (e.g., shareholders, managers, employees, etc.) that may be included in a debarment action if they participated, knew of, or should

The Honorable Board of Supervisors
August 5, 2014
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reasonably have known of conduct that results in a finding of non-responsibility or debarment.

The recommended amendments will also be included in revisions to the Implementation of Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment issued by the Internal Services Department (ISD) after your Board's approval of the attached Ordinance.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Goal Number 1 (Operational Effectiveness/Fiscal Sustainability) by maximizing the effectiveness of the County's Process.

FISCAL IMPACT/FINANCING

There is no fiscal impact from this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On January 2000, your Board adopted the Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance to promote integrity in the County's contracting process and to protect the public's interest. This Ordinance sets forth the requirements and process for finding a contractor non-responsible or debarring a contractor.

The recommended action includes making the following revisions: (1) transferring the responsibility for issuing the Implementation of Procedures for Determinations of Contractor Non-Responsibility and Contractor Debarment from the Auditor-Controller to ISD; and (2) defining the term "contractor".

CONTRACTING PROCESS

The Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance will continue to be applicable in the County's contract process.

IMPACT ON CURRENT SERVICES

The Ordinance amendment will enhance existing non-responsibility and debarment policies and procedures while providing departments with the appropriate guidance and direction necessary to make determinations consistent with your Board's direction.

Respectfully submitted,

The Honorable Board of Supervisors
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JIM JONES
Director

JJ:JS:YY:LG

Attachment

ANALYSIS

This ordinance amends Title 2 - Administration of the Los Angeles County Code relating to Determinations of Contractor Non-Responsibility and Contractor Debarment by:

- Revising language to reflect the Internal Services Department ("ISD") as the responsible department for issuing implementation instructions;
- Adding language to Section 2.202.020, paragraph A, to expand the definition of "contractor" to include "officers, directors, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, vendor who participated in, knew of, or had reason to know of conduct that results in a finding of non-responsibility or debarment"; and
- Revising language to Section 2.202.040, paragraph E, subparagraph (12) by replacing the word "contractor's principals" with "contractor."

JOHN F. KRATTLI
County Counsel

By


EDWARD YEN
Deputy County Counsel
Contracts Division

EY:pt

Requested: 03-21-14
Revised: 06-19-14

ORDINANCE NO. _____

An ordinance amending Title 2 - Administration of the Los Angeles County Code, relating to Determinations of Contractor Non-Responsibility and Contractor Debarment.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.202.010 is hereby amended to read as follows:

2.202.010 Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the ~~auditor-controller~~Internal Services Department.

SECTION 2. Section 2.202.020 is hereby amended to read as follows:

2.202.020 Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a

contractor, subcontractor, vendor, or any person or entity who or which owns an interest of 10 percent or more in a contractor, subcontractor, or vendor of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract

being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

SECTION 4. Section 2.202.040 is hereby amended to read as follows:

2.202.040 Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

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

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those

described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

- (1) The actual or potential harm or impact that results or may result from the wrongdoing.
- (2) The frequency and/or number of incidents and/or duration of the wrongdoing.
- (3) Whether there is a pattern or prior history of wrongdoing.
- (4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor's principals participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

...

[22020010EYCC]



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"To enrich lives through effective and caring service"

July 29, 2014

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

Dear Supervisors:

**AUTHORIZE AND EXECUTE A SPECTRUM USE AGREEMENT
WITH THE LA-RICS AUTHORITY
TO ALLOW IT USE OF CERTAIN COUNTY RADIO FREQUENCIES
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

Your Board of Supervisors is asked to approve and execute a Spectrum Use Agreement between the County of Los Angeles and the LA-RICS Joint Powers Authority to allow the Authority to use certain radio frequencies currently being used by the County's Internal Services Department (ISD), Sheriff's Department, and Fire Department.

ISD brings this joint recommendation before Your Board pursuant to its Director's County-wide telecommunications responsibilities and duties under Los Angeles County Code of Ordinances section 2.81.700, et seq.

IT IS JOINTLY RECOMMENDED BY ISD, SHERIFF, AND FIRE THAT YOUR BOARD:

1. Approve and execute a Spectrum Use Agreement between the County of Los Angeles and the LA-RICS Joint Powers Authority to allow the Authority to use certain 700 MHz and UHF radio frequencies currently being used by ISD, Sheriff, and Fire.
2. Authorize the Director of ISD, or his designee, to issue and execute any notifications, change orders, and amendments to the Spectrum Use Agreement, so long as such are cost neutral to the County.

PURPOSE / JUSTIFICATION OF RECOMMENDED ACTION

Background

The Los Angeles Regional Interoperable Communications System Joint Powers Authority (the "Authority") operates pursuant to a joint powers agreement under California Government Code section 6500, et seq., executed by its various public agency members during the first quarter of 2009 (the "JPA Agreement"). As its name anticipates, the purpose of the Authority is to build and operate a regionally-interoperable, public-safety radio and broadband communications system ("LA-RICS" or the "System").

For a public agency to participate as a member of the Authority, the agency must: (1) execute the JPA Agreement, and (2) contribute resources needed to build and operate the System [JPA Agreement §1.03]. To date, the County has done the following:

1. Execute the JPA Agreement

Your Board approved and authorized Los Angeles County to join the Authority as a member on February 3, 2009, when it became a signatory to the JPA Agreement, under County contract number 76933.

The County holds four of the seventeen seats on the Authority's Board of Directors. The County seats are designated for the CEO, Sheriff, Fire, and Health Services [JPA Agreement §2.01, *sub.* 5-8].

The CEO chairs the Authority's Board of Directors.

2. Contribute Resources

On May 29, 2014, the Authority's Board of Directors adopted a Funding Plan, with an opt-out period of 180-days, expiring November 24, 2014, for members to withdraw from the Authority (the "Funding Plan").

No financial or other contributions were required from members unless and until a Funding Plan was adopted [JPA Agreement §5.01]. Nevertheless, a withdrawing member remains responsible for financial liabilities incurred by the Authority during its membership, even prior to the adoption of a Funding Plan [JPA Agreement §6.02(a)].

On August 15, 2013, the Authority entered into contract with Motorola Solutions, Inc., a Delaware corporation, in the amount of \$280,354,954 to design, implement, and maintain a land mobile radio interoperable communications system ("LMR System") as part of LA-RICS (the "LMR Agreement") [LMR Agreement § 8.1.1].

Performance under the LMR Agreement is sequenced into phases, with each phase requiring a notice to proceed from the Authority [LMR Agreement §4.1.2.3]:

- Phase 1 – Design*
- Phase 2 – Site Construction and Modification*
- Phase 3 – Components*
- Phase 4 – Implementation*
- Phase 5 – Maintenance (Optional)*

The LMR System project is currently in *Phase 1 – Design*. However, for the Authority to comply with certain impending grant deadlines, the Authority authorized "early deployment" of some equipment purchases and implementation.

In addition to the financial contributions required under the Funding Plan, members are required under the JPA Agreement to contribute other assets as may be needed for creation of the LA-RICS, such as:

- a. Radio Spectrum/Frequencies. Certain frequencies in the 400MHz (Sheriff, Fire) and 700MHz (ISD) spectrum will be sublicensed to the Authority [JPA Agreement §5.05]. These are the shared frequencies that are the subject of this current Board agenda item and the proposed Spectrum Use Agreement.
- b. Tower/Antennae Sites. Approximately half of the proposed LA-RICS sites are County owned or controlled [JPA Agreement §5.07(a)]. The Authority will need to enter into a site access agreement for each of the approximately eighty-eight LMR project sites.¹ CEO Real Estate Division is currently undertaking this process on behalf of the Authority.
- c. Equipment. User equipment [JPA Agreement §5.05(d)] and/or dispatch center equipment [JPA Agreement §5.05(e)] from the County may be used by the Authority.

The Proposed Spectrum Use Agreement

When the Authority was first created, and prior to 2012, the LMR System was originally intended to be implemented in Ultra High Frequency spectrum in 470-512 MHz (the "T-Band") currently licensed to the County and various other Authority members. However, as a result of H.R. 3630/Public Law No. 112-96 (Middle Class Tax Relief and Job Creation Act of 2012), all public safety users, including the Authority, would have to vacate the T-Band spectrum by no later than early 2021 (47 USC §1413), subject to the rules of FCC auction.

Instead, the Authority developed a hybrid transition plan for the LMR System to use both T-Band frequencies and 700 MHz narrowband frequencies allotted pursuant to the Southern California 700 MHz Regional Communications Plan Region #5. The County holds, or has reserved and has applications pending for, the Federal Communications Commission ("FCC") licenses for certain 700 MHz and UHF frequencies, as identified in Appendix A of the proposed Spectrum Use Agreement (collectively, the "Shared Frequencies").

The proposed Spectrum Use Agreement does not constitute an assignment or transfer of control of the underlying FCC licenses to the Shared Frequencies, nor does it limit or otherwise modify the County's rights and obligations under FCC rules and regulations [Spectrum Use Agreement ¶ 2.1]. The Authority, in effect, would operate as a sub-licensee to the County. The FCC allows for such sharing of radio frequencies pursuant to 47 C.F.R. §90.179.

The County reserves the right, in its sole discretion, to terminate the Spectrum Use Agreement, with or without cause, at any time, with twelve (12) months advance written notification [Spectrum Use Agreement ¶ 3.1; JPA Agreement §5.05].

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended Spectrum Use Agreement supports County Strategic Plan Goals Number 1 for Operational Effectiveness, by providing timely delivery of customer oriented and efficient

¹ The LMR System will use approximately eighty-eight sites, and the broadband or LTE (Long Term Evolution) system will use approximately 232, with an overlap of twenty-five dual-use sites, for a net total of 295 require sites by the Authority for LA-RICS.

public services, as the County will be able to participate in the design, testing, implementation, operation and use of a regional interoperable radio system in support of public safety.

FISCAL IMPACT / FINANCING

There is no net County cost for the Spectrum Use Agreement.

The Authority is required to reimburse the County for any costs for frequency licensing before the FCC as it relates to this Spectrum Use Agreement or the Shared Frequencies [Spectrum Use Agreement ¶ 2.3].

IMPACT ON COUNTY OPERATING BUDGET

There is no immediate or direct impact to County staff as a result of the Spectrum Use Agreement. The County's planned migration to LA-RICS may impact the County if the Authority does not choose to subscribe to post-implementation maintenance services from ISD's Telecom Branch. ISD will continue to work with the CEO in an effort to mitigate this risk. CEO, Sheriff, and Fire are in support of ISD providing post-implementation LMR System maintenance to the Authority.

FACTS AND PROVISIONS / LEGAL REQUIREMENTS

The Spectrum Use Agreement terms and conditions were negotiated by representatives from ISD, Sheriff, and Fire, to ensure that it accurately reflects the parties' expectations for use of the Shared Frequencies, and to confirm the parties' rights and responsibilities remain consistent with those previously agreed-to in the JPA Agreement.

Sheriff has submitted a letter (attached) confirming that it joins in recommending that Your Board approve the Spectrum Use Agreement, and itself has substantively approved the proposed agreement.

Fire likewise has submitted a letter (attached) confirming that it joins in recommending that Your Board approve the Spectrum Use Agreement, and itself has substantively approved the proposed agreement.

County Counsel represents both the Authority and the County, and has approved the Spectrum Use Agreement as to form.

On June 5, 2014, the Authority's Board of Directors delegated authority to its Executive Director to execute the Spectrum Use Agreement, as attached, or in a form substantially similar.

ENVIRONMENTAL DOCUMENTATION

Execution of the Spectrum Use Agreement is exempt from review under the California Environmental Quality Act (CEQA) because it is an activity excluded from the definition of a project by Section 15378(b)(2) and (b)(5), as well as Section 15061(b)(3) of the State CEQA Guidelines.

The use of the Shared Frequencies is also exempt from CEQA because CEQA does not apply

when it can be seen with certainty that there is no possibility of a significant effect on the environment. Specifically, approval of the Spectrum Use Agreement is an administrative activity of government that will not result in direct or indirect physical changes to the environment.

IMPACT ON CURRENT SERVICES OR PROJECTS

The Authority will coordinate all activity under the Spectrum Use Agreement with the County to ensure that there is minimal or no impact on operations [Spectrum Use Agreement ¶¶ 1.6-1.8]

Sheriff and Fire will not release, and will continue to use, their UHF spectrum portion of the Shared Frequencies until (1) the LMR System has been fully tested and deemed operational, and (2) they have agreed to transition over to the LMR System [Spectrum Use Agreement ¶ 1.2].

ISD will release its 700 MHz portion in the Shared Frequencies forthwith.

Earlier in this fiscal year, the Authority helped arrange for repurposing of approximately \$1.4 million in unused and expiring Urban Area Security Initiative 2010 grant funds so that ISD could upgrade its Countywide Integrated Radio System ("CWIRS") to a Project 25 Phase 2 mobile radio standard at no cost to the County. On March 4, 2014, Your Board delegated authority to the Director of ISD to enter into a CWIRS upgrade agreement with Harris Corporation. This upgrade to CWIRS allows ISD to make more efficient use of its available 800 MHz bandwidth, and frees-up its 700 MHz channels for use by the Authority.

CONCLUSION

By authorizing and executing the Spectrum Use Agreement, the County will provide the Authority with a significant portion of the radio frequency bandwidth needed for the Authority to design, test, implement, and operate the LMR System portion of LA-RICS.

The Executive Office of the Board of Supervisors is requested to return three stamped copies of the approved Spectrum Use Agreement to the Director of ISD.

Respectfully submitted,

JIM JONES
Director

Attachments (3)

c: Chief Executive Office
County Counsel
Chief Information Officer



COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

Los Angeles World Trade Center
350 South Figueroa Street, Suite 188
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July 29, 2014

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

Dear Supervisors:

**APPROVE INFORMATION TECHNOLOGY FUND MONIES TO
ACQUIRE INFORMATION TECHNOLOGY SECURITY AND PRIVACY
AWARENESS TRAINING CONTENT**

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

The Chief Information Officer is requesting approval of \$240,000 from the Information Technology Fund to acquire the Enterprise Information Technology Security and Privacy Awareness Training content from Terranova Training, Inc., Contract No. MA-IS-1440029-1, and approve Terranova Training, Inc. as the preferred solution to provide training through the County of Los Angeles Learning Management System.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the use of \$240,000 from the Information Technology Fund (ITF) to acquire the Enterprise Information Technology Security and Privacy Awareness Training, training content, and professional services for centralized Information Technology (IT) security and privacy related training for all County of Los Angeles (County) departments in accordance with mandated requirements of the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Terranova training solution will provide IT security and privacy related training content for the County's LMS, with regular content updates to maintain currency with new technologies and emerging threats. Terranova's IT security and privacy awareness

content will serve as the fundamental training on how best to protect County IT resources and personal and confidential data entrusted to the County, including Protected Health Information (PHI) and Personally Identifiable Information (PII).

As required by County staff will need to have IT security and privacy awareness training annually. This training is necessary to assist County departments to meet and maintain compliance with Federal, State, and County mandates, including California Assembly Bill (AB) 1149 (or California Civil Code 1798.29), an amendment to the State's existing breach notification laws that extends to local agencies.

Training required by HIPAA and HITECH is also included in the Terranova solution that will replace the currently outsourced content.

Implementation of Strategic Plan Goals

The recommendations support the County's Strategic Plan Goal for Operational Effectiveness (Goal 1); support Board of Supervisors Policy No. 6.111, Information Security Awareness Training; and the County's Information Security Strategic Plan approved by your Board.

FISCAL IMPACT/FINANCING

Terranova's estimated cost breakdown:

Description	Est. Amount
IT Security and Privacy Training Content for County LMS (includes first year of maintenance and support)	\$ 165,000
Professional Services (content customization)	20,000
Training Electronic Copies (Word, PowerPoint, and/or PDF)	30,000
Contingency (10% of total)	25,000
Total	\$ 240,000

Agreement will provide IT security and privacy training for all County IT users through LMS, electronic copies for alternative facilitated training, and the first year of software maintenance and support.

Ongoing annual costs are estimated to be \$45,500 (\$33,000 for software maintenance and support, \$7,500 for content customization, and \$5,000 for electronic copies).

CONTRACTING PROCESS

Terranova was the vendor selected through a Request for Proposals (RFP) issued by the CIO, in collaboration with the Internal Services Department (ISD).

The RFP's functional and technical requirements were reviewed by members of the County's Information Security Steering Committee (ISSC), the Department of Human Resources (DHR), the County's Chief HIPAA Privacy Office, and by subject matter experts from two leading worldwide information technology research and advisory firms, Gartner, Inc. and Forrester Research, Inc.

The RFP was released on November 29, 2012 and closed on January 14, 2013. The County received responses from five vendors, but only three were determined by ISD to meet the minimum mandatory requirements.

The Evaluation Committee was comprised of three Departmental Information Security Officers (DISO), a representative from DHR, and the County's Assistant Chief HIPAA Privacy Officer. The vendor references and cost proposals were separately evaluated and scored by ISD.

The Notice of Intent to award was issued by ISD on April 10, 2013 to the top-ranked vendor. Acceptance testing which included SCORM and LMS-integration testing by DHR, and content review by eight subject matter experts, including DISOs, Assistant DISOs (ADISO), the County's Assistant Chief Information Security Officer, and the County's Chief HIPAA Privacy Officer. Over the next several months, the vendor was unable to deliver on a number of the RFP requirements, particularly regarding the County's HIPAA AND HITECH training needs. The vendor was issued a Notice of Disqualification by ISD on August 15, 2013.

The County proceeded to the next top-ranked vendor, Terranova Training, Inc. The acceptance testing on December 10, 2013, with the recommendation to proceed to final negotiations. Negotiations were overseen by ISD and concluded on May 27, 2014.

Terranova was able to successfully complete acceptance testing. Upon approval of the ITF funding, the CIO will request the County's Purchasing Agent to execute a Purchase Order with Terranova under Contract No. MA-IS-1440029-1.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended training will enhance the information security and privacy training provided to all County IT users, better enabling them to protect County data that is acquired, used, maintained, and/or transmitted by County computer systems, including PHI and PII.

CONCLUSION

Approval of the recommendations will provide the fundamental training to ensure all County IT users protect County IT resources and personal and confidential data entrusted to the County, as well as support the County reaching and maintaining compliance with Federal, State, and County mandates, including AB 1149, HIPAA, and

Honorable Board of Supervisors
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HITECH.

Respectfully submitted,

RICHARD SANCHEZ
Chief Information Officer

RS:RP:pg

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

Draft