



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

WILLIAM T FUJIOKA
Chief Executive Officer

DATE: November 20, 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 – APPROVAL OF AMENDMENT NO. 3 TO OUTPATIENT PHARMACY INFORMATION SYSTEM AGREEMENT NO. H-705839 WITH CERNER HEALTHCARE SOLUTIONS, INC.**
DHS/CIO – Mitchell Katz and Richard Sanchez or designee(s)
- B) **Board Letter – APPROVAL OF AGREEMENT WITH NEC CORPORATION OF AMERICA FOR MULTIMODAL BIOMETRIC IDENTIFICATION SYSTEM (MBIS) SOLUTION**
LASD/CIO – John Scott and Richard Sanchez or designee(s)
- C) **Board Letter – AUTHORIZATION FOR THE DEPARTMENT OF CONSUMER AFFAIRS TO SIGN AND EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY SUPERIOR COURT TO ENHANCE SELF-HELP LEGAL ACCESS CENTER OPERATIONS**
DCA – Brian Stiger or designee
- D) **Board Letter – TERMINATION OF FACILITY ANCILLARY SERVICES MASTER AGREEMENT FOR DEFAULT**
ISD – Jim Jones or designee
- E) **Risk Management Presentation**
CIO – Richard Sanchez or designee
2. Public Comment
3. Adjournment

December 16, 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:

**APPROVAL OF AMENDMENT NUMBER THREE TO OUTPATIENT PHARMACY
INFORMATION SYSTEM AGREEMENT NO. H-705839 WITH
CERNER HEALTHCARE SOLUTIONS, INC.
(ALL DISTRICTS)
(3 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

Approval of Amendment Number Three to the Etreby Outpatient Pharmacy Information System Agreement with Cerner Healthcare Solutions, Inc. for the provision of e-Prescribing and pharmacy claims transactions and increase the contract amount accordingly.

IT IS RECOMMENDED THAT THE BOARD:

Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 3 (Amendment) to Agreement H-705839 (Agreement) with Cerner Healthcare Solutions, Inc. (Cerner), to continue SureScripts e-Prescribing services and to add pharmacy claims transactions services for all Department of Health Services (DHS) Pharmacies, effective upon Board approval, at an estimated annual amount of \$1,131,200 for these services; and delegate authority to the Director, or his designee to amend the Agreement in subsequent Agreement term optional years to continue funding for these additional services at an estimated annual amount of \$1,131,200.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommendation will allow the Director to execute an amendment to the Outpatient Pharmacy Information System (OPIS) Agreement with Cerner Etreby, substantially similar to Exhibit I, to increase the annual contract sum by an estimated annual amount of \$1,008,000 to continue providing SureScripts e-Prescribing services

and an estimated annual amount of \$123,200 to fund the cost of pharmacy claims transactions submitted to contracted health plans for all DHS Pharmacies. Claims processing transactions is being included in this Agreement since Cerner is able to secure a lower rate to County under the Cerner Agreement.

Each Surescripts e-Prescribing transmission will incur an \$0.18 transaction fee based on an annual estimate of 5,600,000 transactions at an annual estimate of \$1,008,000. Each pharmacy claim transaction will incur a \$0.04 transaction fee based on an annual estimate of 3,080,000 transactions at an annual estimate of \$123,200. The annual estimate is based on e-prescription and claims volume through DHS' outpatient pharmacies. The estimated annual sum for these additional services may increase or decrease based on the actual volume of transactions.

Background

The OPIS is part of the overall Central Fill Pharmacy and Automation System (CFPAS) enterprise solution that not only provides outpatient pharmacy system functionality, but also streamlines the method of accurately transferring DHS pharmacy refills prescription information efficiently to the central refill pharmacy operated by Cardinal Health Pharmacy Services, LLC (Cardinal) for County outpatient pharmacies. After facility implementation of DHS' Electronic Health Record (EHR), also known as Online Realtime Centralized Health Information Database (ORCHID), all prescriptions, with the exception of Controlled Substances, will only be prescribed by DHS healthcare providers in an electronic manner. The ORCHID e-Prescribing solution utilizes the SureScripts Electronic Prescribing Network to send electronic prescriptions to OPIS via secure HTTPS transmission. The instantaneous transmission allows for a faster, seamless process, and allows DHS to meet CMS' Meaningful Use e-Prescribing guidelines. In order for DHS pharmacies to accept e-prescriptions, they are required to pay the associated Surescripts transmission fee for each transaction. The Surescripts transmission fee is also required for every electronic medication renewal request sent back to the physician within ORCHID when a patient has run out of medication refill requests. When the Agreement with Cerner was initially negotiated, the fees for the e-Prescribing and pharmacy claims transactions were not included, given that they would not be implemented concurrently upon OPIS installation.

The Cerner Etreby system, which has electronic claims functionality already installed, will submit electronic pharmaceutical claims to pharmacy benefit managers (PBMs) associated with DHS-contracted health plans. The electronic pharmaceutical claims are submitted through the Cerner Etreby application and a response is returned identifying if it is approved for payment. With the increasing number of insured patients under the LA Care and Health Net plans, this is necessary functionality as it provides a mechanism to ensure a pharmaceutical reimbursement stream, and provide health plans with information regarding medication history.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total estimated annual cost is \$1,131,200.

Funding is included in DHS' Fiscal Year (FY) 2014-15 Final Budget and will be requested in future years, as needed.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Maximum Contract Sum under this Agreement for OPIS System Maintenance remains at maximum contract sum of Four Hundred Twelve Thousand Nine Hundred Twenty Seven Dollars (\$412,927) to cover implementation services, system maintenance and optional work for Cerner's OPIS.

On April 2, 2013, the Board approved the sole source Agreement with Cerner Healthcare Solutions, Inc. for the provision of an OPIS to support DHS' outpatient Central Fill Services provided by Cardinal. On October 8, 2014, DHS exercised its delegated authority to amend IT agreements impacted by ORCHID's implementation approved by the Board on December 3, 2013, to provide funding only for e-Prescribing transaction fees for a five month period beginning November 1, 2014. This recommendation will continue this necessary service until the expiration of this Agreement, including any optional years.

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

The County's Chief Information Officer recommends approval of this Amendment (Attachment A). In addition, Cerner has agreed to take appropriate actions with third-party vendors (e.g., Microsoft) to certify patches and ensure necessary support, in order to mitigate the County's risk of potential breaches.

CONTRACTING PROCESS

This is an amendment to a current Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will ensure that DHS patients will continue to have convenient access to DHS Pharmacies for their medication needs.

The Honorable Board of Supervisors
December 16, 2014
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Respectfully submitted,

Reviewed by:

Mitchell H. Katz, M.D.
Director

Richard Sanchez
Chief Information Officer

MHK:sa

Enclosures (2)

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

December 9, 2014

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

Dear Supervisors:

**APPROVAL OF AGREEMENT
WITH NEC CORPORATION OF AMERICA
FOR MBIS SOLUTION
(ALL DISTRICTS) (3 VOTES)**

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is requesting the Board's approval and execution of an Agreement with NEC Corporation of America (NEC) for the provision and maintenance of a Multimodal Biometric Identification System (MBIS) Solution for the Department's Data Systems Bureau (DSB), acting as lead agency in support of the multi-agency Los Angeles County Regional Identification System (LACRIS).

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman of the Board to execute the attached Agreement with NEC for a contract term commencing upon such execution and continuing for the initial term of six (6) years from the County's final acceptance of MBIS Solution, with an option to extend for an additional four year period through the maximum term of ten years from the County's final acceptance of the Solution, and a maximum Contract Sum of \$24,424,000 for the entire term of the Agreement.
2. Delegate authority to the Sheriff, or designee, to execute Change Notices and Amendments or otherwise modify the Agreement as set forth in the Agreement in order to: (1) add and/or update standard County contract provisions as required by the Board or the County's Chief Executive Office (CEO); (2) exercise the term extension option; (3) effectuate an assignment of rights and/or delegation of

duties pursuant to the Assignment and Delegation provision under the Agreement; (4) acquire goods or services related to the Solution using Pool Dollars allocated for the Agreement without increasing the maximum Contract Sum allocated for the term of the Agreement with prior notice to County's Chief Information Office (CIO) and County Counsel ; (5) amend the Agreement to reflect changes to sales/use tax as a result of any change in the applicable California or other state or local law and to increase the maximum Contract Sum under the Agreement accordingly; and (6) amend the Agreement to acquire additional workstations using Pool Dollars in the event of a substantial expansion of a law enforcement agency supported by MBIS by increasing the amount of available Pool Dollars and the maximum Contract Sum accordingly with prior notice to the CIO and County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Under the proposed Agreement, NEC will provide the County with services (Services) to replace the existing automated fingerprint identification system (AFIS) with MBIS. MBIS will provide Los Angeles County law enforcement agencies with regional fingerprint, facial recognition, iris and other biometric identification services that may become available during the term of the proposed Agreement. MBIS will interface with and access the State of California Department of Justice (Cal-DOJ) AFIS and the Federal Bureau of Investigation's (FBI) Next Generation Identification (NGI) system to search fingerprint, facial and iris image data, provide timely identification of persons arrested by Los Angeles County law enforcement agencies and provide suspect information for latent fingerprint images found at crime scenes.

The MBIS Solution will incorporate emerging technologies to provide powerful new tools to crime investigators. The speed, accuracy and functionality of MBIS Solution will enhance fingerprint examiners' ability to identify criminals and elevate public safety. The Agreement provides for metrics to measure the accuracy, speed and functionality of MBIS Solution, all of which will be tested prior to implementation and throughout the term of the Agreement.

The Sheriff is the proprietor of LACRIS, which provides criminal identification services to the Sheriff, LAPD and other local law enforcement agencies within Los Angeles County. MBIS Solution will function as a critical component of LACRIS.

MBIS will receive electronically transmitted fingerprints, mugshots and iris images; search fingerprint, facial and iris images in local databases; and provide law enforcement agencies with positive identifications of arrestees. MBIS will also enable investigators to process and identify fingerprint images (latent prints) obtained from crime scenes.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The Services provided by NEC support the County's Strategic Goals for Service Excellence, Organizational Effectiveness and Fiscal Responsibility.

The Services adopt a "service bureau" model approach, relieving the Department of the traditional responsibility of making significant capital and human resource investments in equipment, software and ongoing maintenance prior to the operation of the implemented MBIS Solution. The service bureau model allows for the continual, optimal delivery of Services to law enforcement agencies throughout the Los Angeles County, by providing fingerprint examiners, investigators and custodial officers with a continuously high level of system performance.

FISCAL IMPACT/FINANCING

The maximum Contract Sum allocated for the term of the Agreement is \$24,424,000, which includes the following components:

- Service fees for the initial term of six (6) years, at \$2,090,400 per year, for a total of \$12,542,400 to be paid following County's final acceptance of MBIS Solution;
- Service fees for the four-year optional extended term, at \$1,970,400 per year, for a total of \$7,881,600; and
- An allocation of Pool Dollars in the amount representing less than 20% of the Service fees for procurement of MBIS related optional goods and/or services in the event of unforeseen emergencies or potential future service requirements, for a total of \$4,000,000 for the maximum term of the Agreement.

The Remote Access Network (RAN) Board has approved funding for this Agreement from the AFIS fund for the term of the Agreement, including the optional extension and the pool dollars for optional goods/services. There will be no net County costs incurred for the Services provided by NEC.

No fees will be paid to NEC prior to County's issuance of final acceptance of MBIS Solution. All Service fees will be paid quarterly in arrears.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The proposed Agreement is a successor Agreement to agreement number 74083 with 3M Cogent, Incorporated (3M). To ensure successful completion of and transition to MBIS Solution, the agreement with 3M was extended by the Board on October 13, 2014 for up to three years. NEC is scheduled to provide implementation and transition services over a 24-month period, during which time, 3M's agreement to provide

continued maintenance and support of the legacy AFIS system will remain in full force and effect.

This Agreement with NEC will become effective upon the Board's execution and will continue for the initial term up to and through six (6) years from the County's final acceptance of MBIS Solution, with the extended optional term of four (4) at the delegated discretion of the Sheriff.

The Agreement contains all the latest Board mandated provisions, including Time Off For Voting. In addition, NEC is required to notify the County when the Agreement term is within six (6) months from expiration and when its payments have reached seventy-five percent (75%) of the authorized maximum Contract Sum.

The Agreement also contains the information technology provisions applicable to the service bureau model agreements, including security requirements, remedies against NEC's deficient performance or breach of warranties, technology errors and omissions and cyber insurance coverages, as well as intellectual property indemnification.

As a result of the negotiations, the County, with the concurrence from the CEO's Risk Management Branch, has agreed to limit NEC's general indemnification obligations to those resulting from at least negligent acts or omissions, with the liability of either party capped at \$12 million for the initial term of the Agreement and \$6 million for the optional extended term. Furthermore, since under the service bureau payment model NEC's cost of initial investment is incorporated into the Service fees, which will be due only after the County's final acceptance of MBIS Solution, in the event County terminates the Agreement for convenience during the initial term, the County will reimburse NEC a prorated amount of its initial project investment cost based on the time of termination as provided in the Agreement. The Agreement also locks the prices for the acquisition of additional workstations in the event of an expansion of any agency supported by MBIS.

The CIO has reviewed and approved this Agreement. The CEO's Risk Management Branch has reviewed and concurs with the provisions relating to insurance and indemnification. County Counsel has reviewed and approves this agreement as to form.

CONTRACTING PROCESS

On July 30, 2013, the County's Information Systems Advisory Body (ISAB) issued a Request for Proposals (RFP) for MBIS Solution developed with the assistance from a third party independent consulting firm contracted by ISAB. By the proposal due date of September 27, 2013, ISAB received proposals from three qualified vendors.

The evaluation committee was comprised of subject matter experts from the County as well as police and other county agencies throughout Los Angeles County. The committee independently reviewed and scored the proposals based on the predefined evaluation criteria in conformance with the Board's informed averaging guidelines. Areas of evaluation included technical discussion, management approach, experience and capability, with price being independently evaluated.

After completing the evaluation process, it was determined that NEC was the highest scoring, qualified proposer.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services.

CONCLUSION

Upon approval by your Board, it is requested that the Executive Officer-Clerk of the Board return an adopted copy of the Board letter and three (3) executed copies of the Agreement to the Sheriff's Department, Contracts Unit for further processing. Should additional information be required, your staff may contact Contracts Manager, Angelo Faiella, at (323) 526-5183.

Sincerely,

JOHN L. SCOTT
SHERIFF

JLS: AF:af
(Fiscal Administration – Contracts Unit)

c: Board of Supervisors, Justice Deputies
Sachi A. Hamai, Executive Officer, Board of Supervisors
William T Fujioka, Chief Executive Officer
John Ruegg, Director ISAB



Brian J. Stiger
Director

COUNTY OF LOS ANGELES DEPARTMENT OF CONSUMER AFFAIRS

"To Enrich Lives Through Effective and Caring Service"

Members of the Board
Hilda Solis
Mark Ridley-Thomas
Sheila Kuehl
Don Knabe
Michael D. Antonovich

December 16, 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:

**AUTHORIZATION FOR THE DEPARTMENT OF CONSUMER AFFAIRS
TO SIGN AND EXECUTE A MEMORANDUM OF UNDERSTANDING
WITH THE LOS ANGELES COUNTY SUPERIOR COURT
TO ENHANCE SELF-HELP LEGAL ACCESS CENTER OPERATIONS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

The Department of Consumer Affairs (DCA) requests your Board's approval to enter into a Memorandum of Understanding (MOU) with the Los Angeles County Superior Court (Court). The MOU will formalize the partnership and improve the coordination between DCA, its Self-Help Legal Access Center (SHLAC) contractors and subcontractors, and the Court at the Self-Help Legal Access Center locations within the courthouses.

IT IS RECOMMENDED THAT YOUR BOARD:

Authorize the Director of Consumer Affairs to sign a Memorandum of Understanding with the Court to improve coordination of Self-Help Legal Access Center (SHLAC) services in courthouse locations.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The SHLAC program assists self-represented litigants in space provided by the Court in courthouses throughout Los Angeles County.

On August 9, 2011, your Board approved Agreement No. 77605 with Neighborhood Legal Services (NLS) to operate and staff the SHLAC program. The term of the contract

is three (3) years with the option to extend the Contract term for up to two (2) additional one-year periods.

DCA currently partners with the Court to coordinate SHLAC services provided by contractors and subcontractors in courthouse locations. This MOU will clarify the roles and responsibilities of DCA, the Court, and SHLAC staff and volunteers.

Implementation of Strategic Plan Goals

The recommended action supports Goal 1: Operational Effectiveness and Goal 3: Integrated Services Delivery by enabling the department to provide responsive and quality services to County residents.

FISCAL IMPACT/FINANCING

There is no cost associated with this MOU with no fiscal impact to the County. There is also no fiscal impact on the current SHLAC Agreement with NLS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The term of the MOU is from January 1, 2015 – August 31, 2016. The MOU may be terminated at any time and for any reason by either party upon 30-days written notice.

Pursuant to the MOU, DCA and SHLAC staff and volunteers will work collaboratively with Court staff and in cooperation with Court programs. DCA will provide signage at the SHLAC locations that the public can easily see containing instructions for members of the public to submit complaints about SHLAC services directly to DCA. SHLAC staff will operate consistent with the *Guidelines for the Operation of Self-Help Centers in California Trial Courts* and will not charge a fee for service to litigants. The MOU clarifies issues regarding employment status of SHLAC staff and indemnification between the County and the Court.

The services provided at the SHLACs are a convenience to the Court and self-represented litigants and this MOU does not create an obligation to continue providing these services now or in the future.

Separate from this MOU, DCA or its contractor will enter into space use License Agreements with the California Judicial Council for the non-exclusive use of designated courthouse space for fulfilling the terms of the MOU.

County Counsel has approved the attached MOU as to form.

IMPACT ON CURRENT SERVICES

There will be no direct impact on current services provided at the SHLACs. Approval of this MOU will enable greater coordination between DCA and the Court on enhancing SHLAC services.

Board of Supervisors

December 16, 2014

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CONCLUSION

Please authorize the Department of Consumer Affairs to sign the MOU and return one adopted copy of this letter to the Department of Consumer Affairs

Respectfully submitted,

BRIAN J. STIGER
Director

BJS:KS:AG

Attachment (1)

c: County Counsel

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter “MOU”) is entered into by and between the SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES (hereinafter “COURT”) and LOS ANGELES COUNTY DEPARTMENT OF CONSUMER AFFAIRS (hereinafter “DCA”) for the purpose of assisting self-represented litigants in understanding and navigating the court system through neutral self-help services. COURT and DCA do hereby agree as follows:

1. TERM

This MOU is effective January 1, 2015 – August 31, 2016. Either party may terminate this MOU at any time and for any reason upon 30-days written notice to the other party.

2. RESPONSIBILITIES

DCA will contract with an outside party for the operation of nine Self-Help Legal Access Centers (SHLAC) in agreed upon courthouse locations per Exhibit 1A STATEMENT OF WORK.

DCA will require that contractors’ and subcontractors’ staff and volunteers working in the SHLACs act in full compliance with the terms of the Guidelines for the Operation of Self-Help Centers in California Trial Courts issued by the Administrative Offices of the Courts February 29, 2008, under California Rules of Court 10.960. SHLAC staff or volunteers will not establish any attorney-client relationship with self-represented litigants.

DCA will require that SHLAC staff or volunteers will not charge a fee for any service provided in the SHLACs, nor will they solicit donations from the litigants served at the SHLACs.

DCA and its contractors’ and subcontractors’ SHLAC staff shall work collaboratively with COURT staff to provide self-help services.

DCA agrees to work in cooperation with COURT programs, including, but not limited to, the Resource Centers for Self-Represented Litigants, the Self-Help Collaboration Project, JusticeCorps, and the Family Law Facilitator.

DCA will provide signage at the SHLAC locations that the public can easily see containing instructions for members of the public to submit complaints directly to DCA.

The services offered by DCA and its contractors are a convenience to the Court and the self-represented litigants seeking assistance, and shall in no way create any obligation for DCA to provide services now or in the future.

TIMES OF OPERATION: All SHLACs will be open on all Court days with the exception of Friday afternoons, closures approved by DCA, and any conflicting Holidays scheduled per the contractor's MOUs or agreement with their employee union. DCA will attempt to reduce the number of closures on court days by encouraging its contractors to schedule agency-wide staff meetings on court holidays whenever reasonably feasible.

3. SPACE USE

COURT shall provide to DCA and its contractors and subcontractors nonexclusive use of designated space in agreed upon courthouses for operation of SHLACs

When such space is shared with Court self-help or Family Law Facilitator staff, SHLAC staff and volunteers will work collaboratively with Court's staff to develop best practices for cooperative triaging and the leveraging of referrals amongst themselves

DCA or its contractors shall enter into and comply with License Agreements with the California Judicial Council for the non-exclusive use of these designated spaces in the courthouses, for the stated purpose of fulfilling the terms of this MOU. DCA or its contractors will provide proof of required insurance. COURT will support the effort of the DCA and its contractors to obtain required licenses from the California Judicial Council as required for the use of space in the courthouse.

4. EMPLOYMENT STATUS

This MOU is by and between COURT and DCA and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between COURT and DCA or its staff. The attorney(s) and other staff provided by the contractors shall function as, and in all respects are, employees or volunteers of DCA's contractors and subcontractors.

DCA's contractors shall be solely liable and responsible for providing the SHLAC staff attorney(s) and other SHLAC staff all compensation and benefits, if any. COURT shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes or other compensation, benefits, or taxes for the SHLAC staff attorney(s) and other SHLAC staff.

DCA understands and agrees that for all purposes, including Worker's Compensation liability, the SHLAC staff attorney(s) and other SHLAC staff are employees of DCA's contractors or its subcontractors and not employees of COURT. DCA's contractors or its subcontractors shall be solely responsible for furnishing any and all Worker's Compensation benefits to the SHLAC staff attorney(s) and other SHLAC staff as a result of any injury arising from or connected with any work performed by the SHLAC staff attorney(s) and/or other SHLAC staff pursuant to this MOU.

5. INDEMNIFICATION

DCA agrees to indemnify, defend, and hold harmless COURT and the State of California, and their respective elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to defense costs and attorney’s fees, arising from or connected with claims, lawsuits for damages, and/or Worker’s Compensation benefits relating to DCA or SHLAC staff or attorney services, which result from bodily injury, death, personal injury, and/or property damage (including damage to DCA property). DCA shall not be obligated to indemnify for liability and expense arising from an act of negligence of COURT or Court’s staff.

COURT agrees to indemnify, defend, and hold harmless DCA and the County of Los Angeles, and their respective elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to defense costs and attorney's fees, arising from or connected with claims, lawsuits for damages, and/or Worker's Compensation benefits relating to COURT services, which result from bodily injury, death, personal injury, and/or property damage (including damage to COURT property). COURT shall not be obligated to indemnify for liability and expense arising from an act of negligence of DCA or SHLAC staff.

DCA agrees to comply with all applicable federal, state, and local laws, rules, regulations, ordinances, and directives and shall maintain all required licenses and permits required by law for performing services under this MOU. DCA shall indemnify, defend, and hold harmless COURT and the State of California, and their respective elected or appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, losses, damages, fees (including attorney’s fees and expert witness fees), costs, and/or expenses resulting from a violation by DCA or SHLAC staff or attorney of any laws, rules, regulations, ordinances, directives, provisions, licenses, and/or permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, non-discrimination, and Federal Fair Labor Standards.

6. NOTICES

All notices under this MOU shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified U.S. mail, postage prepaid, addressed to the parties as follows:

TO COURT:

Kathleen Dixon, Family Law Facilitator
Superior Court of California,
County of Los Angeles
111 North Hill St., Room 422L
Los Angeles, CA 90012

TO DCA:

Kirk Shelton, Chief Deputy Director
Department of Consumer Affairs
County of Los Angeles
500 W. Temple St. Room B-96
Los Angeles, CA 90012

As an alternative contact, notice to COURT may be sent to Dr. Margaret Little, Operations Deputy, Room 105E, at the address listed herein.

As an alternative contact, notice to DCA may be sent to Brian Stiger, Director, at the address listed herein.

IN WITNESS THEREOF, the Superior Court of California, County of Los Angeles has caused this Memorandum of Understanding to be subscribed by the Executive Officer thereof, and the Los Angeles County Department of Consumer Affairs has caused this Agreement to be subscribed on its behalf by its duly authorized officer.

Executed at Los Angeles, California.

SUPERIOR COURT OF CALIFORNIA,
COUNTY OF LOS ANGELES

APPROVED AS TO FORM:

D. BRETT BIANCO
Court Counsel

SHERRI R. CARTER (date)
Executive Officer/Clerk

LOS ANGELES COUNTY
DEPARTMENT OF CONSUMER AFFAIRS

BRIAN STIGER (date)
Director



JIM JONES
Director

County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue
Los Angeles, California 90063

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

"To enrich lives through effective and caring service"

December 9, 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:

TERMINATION OF FACILITY ANCILLARY SERVICES MASTER AGREEMENT FOR DEFAULT (ALL DISTRICTS – 3 VOTES)

SUBJECT

Termination of a facility ancillary services master agreement with Apex Waste Systems, Inc., for default.

IT IS RECOMMENDED THAT THE BOARD:

Terminate the facility ancillary services master agreement (Agreement Number I104056) with Apex Waste Systems, Inc., in whole, for default.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 3, 2009, your Board approved the Facility Ancillary Services Master Agreement (FASMA) and authorized the Director of ISD to execute agreements with new vendors, as they become qualified. On May 18, 2009, ISD utilized its delegated authority to execute FASMA Number I104056 with Apex Waste Systems, Inc. (Apex), to provide rubbish removal services. On October 1, 2009, ISD awarded Apex a purchase order (PO Number MA-IS-1040178-19) for rubbish removal services. Apex was contracted to provide services at 140 facilities countywide.

In recent months, Apex has repeatedly failed to provide rubbish removal services as scheduled at several County facilities, including parks, juvenile detention facilities, and fire stations. Attachment 1 provides a list of occurrences of non-compliance in the past

several months. The County has provided Apex with several notices of its failures to provide rubbish removal services, as contractually required.

On October 14, 2014, ISD sent written notification to Apex of its intent to terminate Apex's master agreement and subordinate purchase order, for default, upon approval by your Board, due to Apex's failure to provide rubbish removal services in accordance with the purchase order and Section 3.0 of the FASMA.

Due to Apex's continued failure to provide services as contractually required, ISD proceeded with actions to ensure minimal interruptions or gaps in these critical services. ISD reviewed the most recent bids for these services and awarded purchase orders for rubbish removal services to the second lowest bidders for locations under agreement with Apex. This resulted in an overall annual decrease of \$7,028 compared to Apex's prices.

ISD recommends that your Board terminate the agreement with Apex pursuant to Section 8.43, Termination for Default, due to Apex's failure to provide rubbish removal services in accordance with the purchase order and Section 3.0 of the FASMA. The termination will be effective the day following Board action.

Implementation of Strategic Plan Goals

The recommended action supports County Strategic Plan Goal Number 1 (Operational Effectiveness) by ensuring the timely delivery of customer oriented and efficient public services.

FISCAL IMPACT/FINANCING

The facilities serviced by Apex were added to several existing contractors under FASMA, at a lower overall cost to the County, resulting in an annual net decrease of \$7,028. As indicated in Attachment 2, the annual costs for certain facilities have increased and will be absorbed within the current budget of the affected departments, including Fire Department, Department of Health Services, and Department of Parks and Recreation. Where costs increased, it is not expected that these increases will have a material impact on departmental operating costs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On March 3, 2009, your Board approved a master agreement for facility ancillary services, effective April 1, 2009, for three (3) years with three (3) two-year extension options, and authorized the Director of ISD to execute agreements with new vendors, as

Honorable Board of Supervisors
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Page 3

they become qualified. On May 18, 2009, ISD utilized its delegated authority to execute FASMA Number I104056 with Apex to provide rubbish removal services. On October 1, 2009, ISD awarded Apex a purchase order for rubbish removal services.

Due to Apex's continued failure to provide services as contractually required by the FASMA and subordinate purchase order, ISD recommends that your Board terminate the agreement with Apex pursuant to Section 8.43, Termination for Default, with a finding that Apex has materially breached this agreement. The specific contractual provision that was violated is identified in Attachment 3.

With the approval of the recommended actions by your Board, ISD intends to move forward with a debarment action against this contractor.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Termination of Apex's master agreement will not have a negative impact on the current services.

CONCLUSION

The Executive Office of the Board of Supervisors is requested to return one stamped copy of the approved Board letter to the Director of ISD.

Respectfully submitted,

JIM JONES
Director

JJ:JS:YY
Attachments (3)

c: Chief Executive Officer
County Counsel
Auditor-Controller

Department	Location	Address	Date(s) not Serviced per Contract
Animal Care and Control	Animal Center No 1	11258 S. Garfield Ave, Downey	September 17, 2014-September 30, 2014
Animal Care and Control	Animal Center No 3	216 W. Victoria, Gardena	September 18, 2014 -September 23, 2014
Beaches and Harbors	Dockweiler	8255 Vista Del Mar, Playa Del Rey	October 10, 2014
Beaches and Harbors	Venice Beach	2300 Ocean Front Walk, Venice	September 30, 2014
Beaches and Harbors	Venice Beach	2300 Ocean Front Walk, Venice	October 7, 2014
Fire Department	FS 14	1401 W 108t St, Los Angeles	October 6, 2014
Fire Department	FS 18	4518 Lennox Blvd, Inglewood	October 3, 2014
Fire Department	FS 164	6301 Santa Fe Ave., Huntington Park	October 1, 2014
Parks and Recreation	Alondra Park	3850 W Manhattan Beach Blvd., Lawndale	September 22, 2014 - October 17, 2014
Parks and Recreation	East Rancho Dominguez Park	15116 S Atlantic, Compton	September 22, 2014; September 29, 2014; October 6, 2014; October 13, 2014
Parks and Recreation	Victoria Golf Course	340 E 192nd St, Carson	September 22, 2014; September 26, 2014; September 29, 2014; October 3, 2014; October 6, 2014; October 10, 2014; October 13, 2014; October 17, 2014
Parks and Recreation	Del Aire Park 52407	12601 S Isis Ave. Los Angeles	September 9, 2014; September 12, 2014; September 16, 2014; September 19, 2014; September 23, 2014; September 26, 2014; September 30, 2014
Parks and Recreation	Del Aire Park 52407	12601 S Isis Ave. Los Angeles	September 30, 2014; October 7, 2014; October 14, 2014
Parks and Recreation	Washington Park 53355	8908 S Maie Ave, Los Angeles	September 22, 2014 - October 17, 2014
Parks and Recreation	Lennox Park	10828 S Cancon Ave, Lennox	September 5, 2014; September 12, 2014; September 19, 2014; September 26, 2014; October 3, 2014; October 10, 2014; October 17, 2014
Parks and Recreation	Campanella Park 51300	14812 Stanford Ave., Compton	September 22, 2014; September 29, 2014; October 6, 2014; October 13, 2014
Parks and Recreation	Mona Park 57703	2291 E. 121st St., Compton	September 19, 2014; September 26, 2014; October 3, 2014; October 10, 2014; October 17, 2014
Parks and Recreation	Bethune Park 5103	1244 E. 61st St., Los Angeles	September 12, 2014; September 19, 2014; September 26, 2014; October 3, 2014; October 10, 2014; October 17, 2014
Parks and Recreation	Magic Johnson Park	905 El Segundo Blvd., Los Angeles	September 12, 2014 - September 29, 2014
Parks and Recreation	Roosevelt Park	7600 Graham Ave., Los Angeles	September 22, 2014 - October 17, 2014
Parks and Recreation	Will Rogers Park 59709	1335 E. 103rd St., Los Angeles	September 12, 2014 - October 17, 2014
Parks and Recreation	Enterprise Park 53108	13055 Clovis Ave., Los Angeles	September 12, 2014; September 16, 2014 ; September 23, 2014 ;September 26, 2014; September 30, 2014; October 3, 2014; October 10, 2014
Parks and Recreation	Carver Park 51580	1400 E. 188th St., Los Angeles	September 12, 2014; September 19, 2014; September 26, 2014; October 3, 2014; October 10
Parks and Recreation	South Region SSII 06080	360 W El Segundo Blvd., Los Angeles	September 8, 2014 - September 22, 2014
Probation	Los Padrinos Juvenile H	7284 Quill Dr., Downey	July 23, 2014, September 29, 2014
Probation	Probation/ISD	9150 E. Imperial Hwy., Downey	September 4, 2014 - September 30, 2014
Probation	Probation/ISD	9150 E. Imperial Hwy., Downey	July 24, 2014
Probation	Firestone Area Office	8526 Grape St., Los Angeles	October 7, 2014
Public Works	Public Works	24309 Walnut Ave., Lomita	April 4, 2014 - September 26, 2014
Sheriff	Carson Station	21356 S Avalon, Carson	September 12, 2014 - September 19, 2014
Sheriff	Sheriffs Dept Aero Bureau	3235 Lakewood Blvd, Long Beach	September 9, 2014, September 11, 2014

Department	Location	Address	Date(s) not Serviced per Contract
Sheriff	Sheriffs Dept Aero Bureau	3235 Lakewood Blvd, Long Beach	April 29, 2014; May 1, 2014; May 6, 2014; May 8, 2014; May 15, 2014; May 20, 2014; May 22, 2014; May 27, 2014; May 29, 2014; June 3, 2014; June 5, 2014; June 10, 2014; June 12, 2014; June 17, 2014; June 19, 2014; June 26, 2014; July 1, 2014; July 3, 2014; July 8, 2014; July 10, 2014; July 15, 2014; July 17, 2014; July 22, 2014; July 24, 2014; July 29, 2014; July 31, 2014; August 5, 2014; August 7, 2014; August 12, 2014; August 14, 2014; September 23, 2014; September 25, 2014; September 30, 2014; October 2, 2014; October 7, 2014; October 9, 2014; October 14, 2014; October 16, 2014
Sheriff	Florence/ Firestone Svc Ctr	7807 S. Compton, Los Angeles	September 26, 2014 - October 3, 2014

Department	Location	Address	Previous Cost (Apex)	New Cost	Difference
Agricultural & Weights	Agricultural Warehouse	11012 Garfield Ave Build. B., South Gate	\$ 156.00	\$ 150.00	\$ (6.00)
Agricultural & Weights Total			\$ 156.00	\$ 150.00	\$ (6.00)
Animal Care and Control	Animal Center No 1	11258 S. Garfield Ave., Downey	\$ 780.03	\$ 649.50	\$ (130.53)
Animal Care and Control	Animal Center No 3	216 W. Victoria., Gardena	\$ 975.06	\$ 811.87	\$ (163.19)
Animal Care and Control Total			\$ 1,755.09	\$ 1,461.37	\$ (293.72)
Beaches and Harbors	Maintenance Ctr	13483 Fiji Way., Marina Del Rey	\$ 43.81	\$ 53.50	\$ 9.69
Beaches and Harbors	Burton Chase Park Comm	13550 Mindanao Way., Marina Del Rey	\$ 43.81	\$ 53.50	\$ 9.69
Beaches and Harbors	Santa Monica Yacht Club	1389 Mindanao Way., Marina Del Rey	\$ 388.25	\$ 409.18	\$ 20.93
Beaches and Harbors Total			\$ 475.87	\$ 516.18	\$ 40.31
District Attorney	Warehouse	5300 Harbor St., Commerce	\$ 156.06	\$ 320.00	\$ 163.94
District Attorney Total			\$ 156.06	\$ 320.00	\$ 163.94
Fire Department	FS 54	4867 Southern Ave., South Gate	\$ 39.06	\$ 53.50	\$ 14.44
Fire Department	FS 57	5720 Gardendale St., Southgate	\$ 39.06	\$ 53.50	\$ 14.44
Fire Department	FS 115	11317 Alondra Blvd., Norwalk	\$ 39.06	\$ 53.50	\$ 14.44
Fire Department	FS 98	9814 Maplewood St., Bellflower	\$ 39.06	\$ 53.50	\$ 14.44
Fire Department	FS 122	2600 Greenmead Dr., Lakewood	\$ 39.06	\$ 53.50	\$ 14.44
Fire Department	FS 94	6421 Turner Grove Dr., Lakewood	\$ 39.06	\$ 53.50	\$ 14.44
Fire Department	FS 34	21207 Norwalk Blvd., Hawaiian Gardens	\$ 39.06	\$ 53.50	\$ 14.44
Fire Department	FS 36	127 223rd St., Carson	\$ 39.06	\$ 53.50	\$ 14.44
Fire Department	FS 10	1860 Del Amo Blvd., Carson	\$ 39.06	\$ 45.00	\$ 5.94
Fire Department	FS 127	2049 223rd St., Carson	\$ 39.06	\$ 53.50	\$ 14.44
Fire Department	FS 27	6031 Rickenbacher., Commerce	\$ 39.06	\$ 53.50	\$ 14.44
Fire Department	FS 60	2300 E. 27th St., Signal Hill	\$ 39.06	\$ 40.00	\$ 0.94
Fire Department	FS 95	137 Redondo Beach Blvd., Gardena	\$ 39.06	\$ 53.50	\$ 14.44
Fire Department	FS 165	3255 Saturn Ave., Huntington Park	\$ 39.06	\$ 45.00	\$ 5.94
Fire Department	FS 148	4264 MLK Blvd., Lynwood	\$ 39.06	\$ 53.50	\$ 14.44
Fire Department	FS 16	8010 Compton Ave., Los Angeles	\$ 39.06	\$ 98.00	\$ 58.94
Fire Department	FS 50	2327 S. Saybrook Ave., Commerce	\$ 39.06	\$ 80.00	\$ 40.94
Fire Department	FS 39	7000 Garfield Ave., Bell Gardens	\$ 39.06	\$ 65.00	\$ 25.94
Fire Department	FS 38	3907 54th St., Los Angeles	\$ 43.81	\$ 53.50	\$ 9.69
Fire Department	FS 14	1401 W 108t St., Los Angeles	\$ 43.81	\$ 53.50	\$ 9.69
Fire Department	FS 41	1815 W 120th St., Los Angeles	\$ 43.81	\$ 53.50	\$ 9.69
Fire Department	FS 116	755 Victoria St., Carson	\$ 43.81	\$ 53.50	\$ 9.69
Fire Department	FS 159	2030 W 135 St., Gardena	\$ 43.81	\$ 53.50	\$ 9.69
Fire Department	FS 158	1650 W. 162nd St., Gardena	\$ 43.81	\$ 53.50	\$ 9.69
Fire Department	FS 160	5323 W. Rosecrans., Hawthorne	\$ 43.81	\$ 53.50	\$ 9.69
Fire Department	FS 162	12151 S. Crenshaw., Hawthorne	\$ 43.81	\$ 53.50	\$ 9.69
Fire Department	FS 21	4312 West 147th St., Lawndale	\$ 43.81	\$ 53.50	\$ 9.69
Fire Department	FS 56	12 Crest Rd., West Rolling Hills	\$ 43.81	\$ 53.50	\$ 9.69
Fire Department	FS 83	83 Miraleste Plaza., Rancho Palos Verdes	\$ 43.81	\$ 42.00	\$ (1.81)

Department	Location	Address	Previous Cost (Apex)	New Cost	Difference
Fire Department	FS 110	4433 Admiralty Way., Marina Del Rey	\$ 43.81	\$ 65.00	\$ 21.19
Fire Department	FS 18	4518 Lennox Blvd., Inglewood	\$ 43.81	\$ 53.50	\$ 9.69
Fire Department	FS 6	25517 Narbonne Ave., Lomita	\$ 43.81	\$ 53.50	\$ 9.69
Fire Department	FS 53	6124 Palos Verdes Dr., Rancho Palos Verdes	\$ 70.96	\$ 118.50	\$ 47.54
Fire Department	FS 20	12110 Adoree St., Norwalk	\$ 78.03	\$ 107.00	\$ 28.97
Fire Department	FS 45	4020 Candlewood., Lakewood	\$ 78.03	\$ 68.50	\$ (9.53)
Fire Department	FS 31	7521 Somerset Blvd., Paramount	\$ 78.03	\$ 77.94	\$ (0.09)
Fire Department	FS 105	18915 Santa Fe Ave., Compton	\$ 78.03	\$ 77.94	\$ (0.09)
Fire Department	FS 58	5757 Fairfax Ave., Los Angeles	\$ 87.61	\$ 65.00	\$ (22.61)
Fire Department	FS 161	4475 W. El Segundo., Hawthorne	\$ 91.96	\$ 77.94	\$ (14.02)
Fire Department	FS 106	27413 Indian Peak Rd., Rancho Palos Verdes	\$ 91.96	\$ 77.94	\$ (14.02)
Fire Department	FS 164	6301 Santa Fe Ave., Huntington Park	\$ 91.96	\$ 53.50	\$ (38.46)
Fire Department	FS 163	6320 Pine Ave., Bell	\$ 117.00	\$ 116.91	\$ (0.09)
Fire Department	FS 147	3161 W. Imperial Hwy., Lynwood	\$ 156.06	\$ 155.88	\$ (0.18)
Fire Department Total			\$ 2,336.05	\$ 2,761.05	\$ 425.00
Health Services	Hubert H. Humphrey Health Ctr	5850 S. Main St., Los Angeles	\$ 780.03	\$ 1,612.00	\$ 831.97
Health Services	Psy Hospital	12021 S. Wilmington Ave., Los Angeles	\$ 1,755.00	\$ 1,461.37	\$ (293.63)
Health Services Total			\$ 2,535.03	\$ 3,073.37	\$ 538.34
Internal Services	ISD	11236 Playa Court., Culver City	\$ 172.62	\$ 155.88	\$ (16.74)
Internal Services	DPSS Whse	2700 S. Garfield Ave., Commerce	\$ 234.00	\$ 479.00	\$ 245.00
Internal Services Total			\$ 406.62	\$ 634.88	\$ 228.26
Internal Services/Public Social Services	DPSS-Compton AP District Off.	211 E. Alondra Blvd., Compton	\$ 113.66	\$ 160.50	\$ 46.84
Internal Services/Public Social Services Total			\$ 113.66	\$ 160.50	\$ 46.84
Parks and Recreation	E Rancho Dominguez Park	15116 S Atlantic., Compton	\$ 91.04	\$ 115.15	\$ 24.11
Parks and Recreation	Campanella Park 51300	14812 Stanford Ave., Compton	\$ 91.04	\$ 90.93	\$ (0.11)
Parks and Recreation	Mona Park 57703	2291 E. 121st St., Compton	\$ 91.04	\$ 90.93	\$ (0.11)
Parks and Recreation	Carver Park 51580	1400 E. 188th St., Los Angeles	\$ 104.04	\$ 147.00	\$ 42.96
Parks and Recreation	Bethune Park 5103	1244 E. 61st St., Los Angeles	\$ 136.50	\$ 256.67	\$ 120.17
Parks and Recreation	Washington Park 53355	8908 S Maie Ave., Los Angeles	\$ 136.50	\$ 256.67	\$ 120.17
Parks and Recreation	Keller Park 55608	1045 W 126th St., Los Angeles	\$ 150.90	\$ 169.58	\$ 18.68
Parks and Recreation	Lennox Park	10828 S Cancon Ave., Lennox	\$ 150.99	\$ 172.72	\$ 21.73
Parks and Recreation	Enterprise Park 53108	13055 Clovis Ave., Los Angeles	\$ 156.00	\$ 293.33	\$ 137.33
Parks and Recreation	Kenneth Hahn Region Park/Ballfield	5401 S Fairfax., Los Angeles	\$ 156.23	\$ 171.47	\$ 15.24
Parks and Recreation	Bodger Park 51102	14900 S Yukon Ave., Hawthorne	\$ 172.56	\$ 171.62	\$ (0.94)
Parks and Recreation	Friendship Park 53504	1805 W 9th St., San Pedro	\$ 172.56	\$ 171.95	\$ (0.61)
Parks and Recreation	Athens Park 50500	12603 S. Broadway Ave., Los Angeles	\$ 208.05	\$ 390.67	\$ 182.62
Parks and Recreation	Jesse Owens Park 60400	9631 S Western Ave., Los Angeles	\$ 208.55	\$ 212.79	\$ 4.25
Parks and Recreation	Del Aire Park 52407	12601 S Isis Ave., Los Angeles	\$ 216.17	\$ 167.50	\$ (48.67)
Parks and Recreation	Will Rogers Park 59709	1335 E. 103rd St., Los Angeles	\$ 260.04	\$ 489.00	\$ 228.96
Parks and Recreation	Salazar Park	3864 Whittier Blvd., Los Angeles	\$ 312.03	\$ 586.00	\$ 273.97

Department	Location	Address	Previous Cost (Apex)	New Cost	Difference
Parks and Recreation	South Region SSII 06080	360 W El Segundo Blvd., Los Angeles	\$ 390.06	\$ 733.00	\$ 342.94
Parks and Recreation	Victoria Golf Course	340 E 192nd St., Carson	\$ 546.03	\$ 454.65	\$ (91.38)
Parks and Recreation	Kenneth Hahn Region Park	4100 S La Cienega Blvd., Los Angeles	\$ 1,811.81	\$ 1,636.74	\$ (175.07)
Parks and Recreation Total			\$ 5,562.12	\$ 6,778.36	\$ 1,216.25
Probation	Firestone Area Office	8526 Grape St., Los Angeles	\$ 78.03	\$ 147.00	\$ 68.97
Probation	FMD Business Machine	9150 E Imperial Hwy., Downey	\$ 975.06	\$ 811.87	\$ (163.19)
Probation	Los Padrinos Juvenile H	7284 Quill Dr., Downey	\$ 3,510.00	\$ 1,169.10	\$ (2,340.90)
Probation Total			\$ 4,563.09	\$ 2,127.97	\$ (2,435.12)
Public Health	Environmental Health/Harbor City	122 W. 8th St., San Pedro	\$ 43.81	\$ 53.50	\$ 9.69
Public Health	Laboratory	12750 Erickson Ave., Downey	\$ 312.12	\$ 194.90	\$ (117.22)
Public Health Total			\$ 355.93	\$ 248.40	\$ (107.53)
Public Library	Compton Library 531	240 W Compton Blvd., Compton	\$ 39.06	\$ 53.50	\$ 14.44
Public Library	Hollydale Library 517	12000 S Garfield Ave., South Gate	\$ 39.06	\$ 53.50	\$ 14.44
Public Library	Leland R Weaver Library 523	4035 Tweedy Blvd., South Gate	\$ 39.06	\$ 53.50	\$ 14.44
Public Library	Brakensiek Library 505	9945 E Flower St., Bellflower	\$ 39.06	\$ 53.50	\$ 14.44
Public Library	George Nye Jr Library 515	6600 Del Amo Blvd., Lakewood	\$ 39.06	\$ 53.50	\$ 14.44
Public Library	Paramount Library 511	16254 Colorado Ave., Paramount	\$ 39.06	\$ 40.00	\$ 0.94
Public Library	Lynwood Library 519	11320 Bullis Rd., Lynwood	\$ 39.06	\$ 53.50	\$ 14.44
Public Library	Florence Library 533	1610 E. Florence Ave., Los Angeles	\$ 39.06	\$ 49.00	\$ 9.94
Public Library	Graham Library 534	1900 E. Firestone Blvd., Los Angeles	\$ 39.06	\$ 74.00	\$ 34.94
Public Library	El Camino Real Library	4264 E. Whittier Blvd., Los Angeles	\$ 39.06	\$ 74.00	\$ 34.94
Public Library	Ac Bilbrew Library 530	150 E. El Segundo Blvd., Los Angeles	\$ 39.06	\$ 74.00	\$ 34.94
Public Library	Bell Gardens Library 631	7110 S. Garfield Ave., Bell Gardens	\$ 39.06	\$ 45.00	\$ 5.94
Public Library	View Park Library 336	3854 W 54th St., Los Angeles	\$ 43.81	\$ 53.50	\$ 9.69
Public Library	Woodcrest Library 338	1340 W 106th St., Los Angeles	\$ 43.81	\$ 53.50	\$ 9.69
Public Library	Hermosa Beach Library 314	550 Pier Ave., Hermosa Beach	\$ 43.81	\$ 53.50	\$ 9.69
Public Library	Lawndale Library 316	14615 Burin Ave., Lawndale	\$ 43.81	\$ 53.50	\$ 9.69
Public Library	Lennox Library 333	4359 Lennox Blvd., Lennox	\$ 43.81	\$ 45.00	\$ 1.19
Public Library	E Rancho Dominguez Library	4420 East Rose St., Compton	\$ 78.03	\$ 60.00	\$ (18.03)
Public Library	Alondra Library	11949 E Alondra Blvd., Norwalk	\$ 78.03	\$ 74.00	\$ (4.03)
Public Library	Gardena Library 313	1731 W Gardena Blvd., Gardena	\$ 91.96	\$ 65.00	\$ (26.96)
Public Library	Marina Del Rey Library 334	4533 Admiralty Way., Marina Del Rey	\$ 91.96	\$ 77.94	\$ (14.02)
Public Library	Lomita Library 317	24200 Narbonne Ave., Lomita	\$ 91.96	\$ 77.94	\$ (14.02)
Public Library	Masao W. Satow 320	14433 S Crenshaw Blvd., Gardena	\$ 91.96	\$ 77.94	\$ (14.02)
Public Library	Norwalk Library 501	12350 Imperial Hwy., Norwalk	\$ 117.00	\$ 78.83	\$ (38.17)
Public Library	Lacoboni Library 509	4990 Clark Ave., Lakewood	\$ 117.00	\$ 78.83	\$ (38.17)
Public Library	Carson Library 301	151 E Carson St., Carson	\$ 117.00	\$ 78.83	\$ (38.17)
Public Library	Holly Park Library	2150 W 120th St., Hawthorne	\$ 129.42	\$ 116.91	\$ (12.51)
Public Library	Huntington Park 633	6518 Miles Ave., Huntington Park	\$ 156.06	\$ 155.88	\$ (0.18)
Public Library	LA County Library 053	7400 E Imperial Hwy., Downey	\$ 312.03	\$ 259.80	\$ (52.23)

Department	Location	Address	Previous Cost (Apex)	New Cost	Difference
Public Library Total			\$ 2,160.18	\$ 2,137.90	\$ (22.28)
Public Works	Sewer Maint South Yd	1129 E. 59th St., Los Angeles	\$ 39.06	\$ 74.00	\$ 34.94
Public Works Total			\$ 39.06	\$ 74.00	\$ 34.94
Sheriff	Lennox Youth Comm Ctr	11911 S Vermont Ave., Los Angeles	\$ 43.81	\$ 60.50	\$ 16.69
Sheriff	Lawndale	15331 Prairie., Lawndale	\$ 43.81	\$ 53.50	\$ 9.69
Sheriff	Athens Substation	1326 Imperial Hwy., Los Angeles	\$ 43.81	\$ 81.00	\$ 37.19
Sheriff	Crime Lab	7717 Golondrinas St., Downey	\$ 78.03	\$ 68.50	\$ (9.53)
Sheriff	Parole Compliance Team	15312 S Paramount Blvd	\$ 78.03	\$ 68.50	\$ (9.53)
Sheriff	Marina Del Rey	13851 Figi Way., Marina Del Rey	\$ 129.42	\$ 136.39	\$ 6.97
Sheriff	Boxing Facility(15810)	7116 Makee St., Los Angeles	\$ 156.06	\$ 293.00	\$ 136.94
Sheriff	Firestone - Youth Facility	7901 S. Compton Station., Los Angeles	\$ 156.06	\$ 293.00	\$ 136.94
Sheriff	Lomita Sheriff Station	26123 S Narbonne Ave., Lomita	\$ 172.62	\$ 155.88	\$ (16.74)
Sheriff	Sheriffs Dept Aero Bureau	3235 Lakewood Blvd., Long Beach	\$ 311.76	\$ 300.00	\$ (11.76)
Sheriff	Norwalk Station	12335 Civic Center Dr., Norwalk	\$ 351.00	\$ 236.49	\$ (114.51)
Sheriff	Lakewood Station	5130 Clark Ave., Lakewood	\$ 351.00	\$ 236.49	\$ (114.51)
Sheriff	Carson Station	21356 S Avalon., Carson	\$ 390.00	\$ 324.75	\$ (65.25)
Sheriff	Florence/ Firestone Svc Ctr	7807 S. Compton., Los Angeles	\$ 390.06	\$ 733.00	\$ 342.94
Sheriff	Lennox Station	4331 Lennox Blvd., Lennox	\$ 431.45	\$ 53.50	\$ (377.95)
Sheriff	South LA Station	1310 W Imperial Hwy., Los Angeles	\$ 650.00	\$ 267.50	\$ (382.50)
Sheriff Total			\$ 3,776.92	\$ 3,362.00	\$ (414.92)
GRAND TOTAL (MONTHLY)			\$ 24,391.68	\$ 23,805.98	\$ (585.69)
GRAND TOTAL (ANNUAL)			\$ 292,700.10	\$ 285,671.78	\$ (7,028.32)

AS-NEEDED SERVICES					
Department	Location	Address	Previous Cost (Apex)	New Cost	Difference
Beaches and Harbors	Venice Beach	2300 Ocean Front Walk., Venice	\$ 150.00	\$ 60.00	\$ (90.00)
			\$ 40.00	\$ 58.50	\$ 18.50
Beaches and Harbors	Beaches & Harbor	4139 Dell Ave., Marina Del Rey	\$ 150.00	\$ 60.00	\$ (90.00)
			\$ 40.00	\$ 58.50	\$ 18.50
Beaches and Harbors	Maintenance Yard	8255 Vista Del Mar., Playa Del Rey	\$ 150.00	\$ 60.00	\$ (90.00)
			\$ 40.00	\$ 58.50	\$ 18.50
Health Services	Harbor-UCLA Medical Center/Augustus F. Hawkins Ment	1720 E. 120th St., Los Angeles	\$ 250.00	\$ 60.00	\$ (190.00)
			\$ -	\$ 58.50	\$ 58.50
Health Services	LAC+USC Healthcare Network-H. Claude Hudson	2829 S. Grand Ave., Los Angeles	\$ 215.00	\$ 40.00	\$ (175.00)
			\$ 40.00	\$ 58.50	\$ 18.50
			\$ 150.00	\$ 40.00	\$ (110.00)
			\$ 40.00	\$ 58.50	\$ 18.50
			\$ 150.00	\$ 40.00	\$ (110.00)
			\$ 40.00	\$ 58.50	\$ 18.50

Department	Location	Address	Previous Cost (Apex)	New Cost	Difference
Internal Services/Mental Health	Mental Health	550 S Vermont Ave., Los Angeles	\$ 450.00	\$ 60.00	\$ (390.00)
			\$ 40.00	\$ 58.50	\$ 18.50
Parks and Recreation	Roosevelt Park	7600 Graham Ave., Los Angeles	\$ 200.00	\$ 60.00	\$ (140.00)
			\$ 40.00	\$ 58.50	\$ 18.50
Parks and Recreation	Ervin/Magic Johnson Rec	905 El Segundo Blvd., Los Angeles	\$ 175.00	\$ 60.00	\$ (115.00)
			\$ 40.00	\$ 58.50	\$ 18.50
Parks and Recreation	Alondra Park 50203	3850 W Manhattan Beach Blvd., Lawndale	\$ 150.00	\$ 60.00	\$ (90.00)
			\$ 40.00	\$ 58.50	\$ 18.50
Public Works	Maintenance Dist 4	11282 S Garfield Ave., Downey	\$ 175.00	\$ 60.00	\$ (115.00)
			\$ 40.00	\$ 40.00	\$ -
Public Works	Road Division 233	5530 W 83rd St., Los Angeles	\$ 150.00	\$ 60.00	\$ (90.00)
			\$ 40.00	\$ 58.50	\$ 18.50
			\$ 150.00	\$ 60.00	\$ (90.00)
			\$ 40.00	\$ 58.50	\$ 18.50
Public Works	Road Division 232a - RMD	24309 Walnut Ave., Lomita	\$ 150.00	\$ 60.00	\$ (90.00)
			\$ 40.00	\$ 58.50	\$ 18.50
Public Works	RMD/Rd232/432	4055 W Marine Ave., Lawndale	\$ 150.00	\$ 60.00	\$ (90.00)
			\$ 40.00	\$ 58.50	\$ 18.50
Sheriff	Century Regional Facility	11701 S. Alameda St., Lynwood	\$ 215.00	\$ 60.00	\$ (155.00)
			\$ 40.00	\$ 58.50	\$ 18.50
			\$ 215.00	\$ 60.00	\$ (155.00)
			\$ 40.00	\$ 58.50	\$ 18.50
			\$ 200.00	\$ 60.00	\$ (140.00)
			\$ 40.00	\$ 58.50	\$ 18.50
			\$ 265.00	\$ -	\$ (265.00)
			\$ 40.00	\$ -	\$ (40.00)
GRAND TOTAL			\$ 4,620.00	\$ 2,173.00	\$ (2,447.00)

* Per Trip

** Per Ton

CONTRACTUAL VIOLATION

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 Each Purchase Order shall include a Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be on a time and materials basis, subject to the Total Maximum Amount specified on each individual Purchase Order.
- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Purchase Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Purchase Order as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4 County procedures for issuing and executing Purchase Orders are as set forth in this sub-paragraph 3.4. Upon determination by County to issue a Purchase Order solicitation, County shall issue a Purchase Order solicitation containing a Statement of Work to all Master Agreement Qualified Contractors. Each interested Qualified Contractor contacted shall submit a bid to the County address and within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Purchase Order.
- 3.5 Upon completion of evaluations, County shall execute the Purchase Order by and through the Internal Services Department staff with the lowest cost Qualified Contractor unless the Purchase Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor

ATTACHMENT 3

that County's competitive bidding procedure may have the effect that no Purchase Orders are awarded to some Master Agreement Qualified Contractors. Purchase Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30th) with the exception of Purchase Orders for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Purchase Order is only extended through the end of the fiscal year, County may either rebid the Purchase Order tasks or extend the Purchase Order if technical or cost circumstances require it.

- 3.6 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Purchase Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Purchase Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Purchase Order as determined in the sole discretion of County's Project Director.
- 3.7 In the event Contractor defaults three times under sub-paragraph 3.6 within any 12-month period, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.43, Termination For Default.
- 3.8 Contractor shall be responsible for monitoring and controlling the number of hours worked, and more particularly the resulting dollar value of chargeable services performed by Contractor personnel assigned to individual time and material Purchase Orders. Contractor shall be solely responsible for payments to Contractor personnel for excess hours worked resulting in charges exceeding any total maximum amounts stated on the face of a Purchase Order.

Chief Information Office (080)

Risk Management Plan: FY 2014-15

(Previously: Risk Exposure Cost Avoidance Plan [RECAP])

This Risk Management Plan describes risks, trends, and mitigation measures planned to address these issues. Risk issues are identified through evaluations of business operations and review of claim trends.

Note: This document replaces the Risk Exposure Cost Avoidance Plan (RECAP) and the Departmental Risk Management Overview issued for presentations to Board Deputies.

APPROVALS:

Marvin D. Brown <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Risk Management Coordinator	 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Signature	September 15, 2014 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date
Richard Sanchez <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Department Head	 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Signature	September 15, 2014 <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> Date

Overview of Department Risk Management Program

The CIO provides vision and strategic direction for the effective and secure use of information technology (IT) to improve the delivery of services and achieve operational improvements and County business goals. It is responsible for enterprise IT planning, cross-departmental IT issues, Countywide IT practices and policies, and providing recommendations to the Board of Supervisors regarding prudent allocation of IT resources. The CIO has 23.0 filled positions and an operating budget of \$6,494,000 for FY 2014-15.

Due to the nature of the CIO's mission and operations, our risk exposure is relatively small from a County-wide perspective, but we remain committed to reducing our total cost of risk.

This year's Risk Management Plan (RMP) will focus on the following:

- Encouraging the completion of on-line Safety and Defensive Driver Training by all Mileage Permittees;
- Encouraging Staff to watch the Ergonomic Training Video Update.

	Name
Risk Management Coordinator:	Marvin D. Brown
Safety Officer/Coordinator:	Marvin D. Brown
Return-to-Work Coordinator:	Marvin D. Brown

Risk Issues, Plans, and Mitigation Measures

RISK MANAGEMENT ISSUE #1

Issue: Potential liability arising from the use of vehicles; potential liability arising from Repetitive Motion Injuries.

Risk Management Plan / Mitigation Measure:

- Strongly encourage staff to take the (non-required) Motor Vehicle Safety and Defensive Driving Online Training;
- Coping with the Unexpected, Unavoidable and Inevitable while driving;
- Awareness and improving defensive driving skills.

Responsible Party: Marvin D. Brown, Risk Manager

Completion Date: June 30, 2015

RISK MANAGEMENT ISSUE #2

Issue: To reduce stress and eliminate injuries and disorders associated with the overuse of muscles, bad posture, and repeated tasks through the use of ergonomics.

Risk Management Plan / Mitigation Measure:

- Encourage staff to view the Ergonomic Training Video Update;
- Decrease the probability of Repetitive Motion Injuries; thereby reducing the potential loss of productivity through absences from work caused by such injuries;
- Promote a healthier, injury free workforce through the use of proper ergonomic techniques.
- Make staff workspaces more ergonomically correct which will be beneficial to the County of Los Angeles in the present, and potentially allow for the prevention of injuries in the future; thereby reducing costs;
- Offer Ergonomic Evaluations for staff.

Responsible Party: Marvin D. Brown, Risk Manager

Completion Date: September 30, 2015

Add additional space if more issues are being reported

RISK MANAGEMENT ISSUE #3

Issue: To augment existing risk management efforts through Health Insurance Portability and Accountability Act (HIPAA) Compliance Training.

Risk Management Plan / Mitigation Measure:

- Ensure that the Countywide mandatory bi-annual course is taken to educate employees to comply with HIPAA.

Responsible Party: Marvin D. Brown, Risk Manager

Completion Date: June 30, 2015

Add additional space if more issues are being reported

Statistical Information (*) data to be provided when available)**

Claim Performance (data provided by CEO; see footnotes)				
Measure	FY 2011-12	FY 2012-13	FY 2013-14	3-Year Average
WORKERS' COMPENSATION				
1. Number of Workers' Compensation claims filed during the period	4	0	0	0
2. Number of employees as of June 30	22	23	23	22.6
3. Workers' Compensation Claim Report Rate (number of claims reported per 100 employees) for the period	1.00	0.00	0.00	.33
Benchmark: Countywide Average Workers' Compensation Claim Report Rate (all departments)	11.19	11.40	11.31	11.30
Benchmark: Countywide Average Workers' Compensation Claim Report Rate (all departments, excluding Fire, Probation, Sheriff)	6.83	6.86	6.62	6.77
Benchmark: Countywide Average Workers' Compensation Claim Report Rate (Fire, Probation, Sheriff only)	22.78	23.46	24.01	23.42
4. Workers' Compensation expense paid during the period (including final accounting of allocated and unallocated expenses)	\$8,352	\$19,751	\$2,574	\$10,226
5. Workers' Compensation Expense Rate (expenses paid per current employee) for the period	\$380	\$4,863	\$112	\$1,785
Benchmark: Countywide Average Workers' Compensation Expense Rate (all departments)	\$3,505	\$3,633	\$3,535	\$3,558
Benchmark: Countywide Average Workers' Compensation Expense Rate (all departments, excluding Fire, Probation, Sheriff)	\$2,258	\$2,273	\$2,164	\$2,232
Benchmark: Countywide Average Workers' Compensation Expense Rate (Fire, Probation, Sheriff only)	\$6,822	\$7,241	\$7,247	\$7,103
6. Salary Continuation and Labor Code 4850 paid during the period (100%IA, 70%IA, MegalA)	\$0	\$0	\$0	0
AUTOMOBILE LIABILITY				
7. Number of Automobile Liability claims filed during the period	0	0	0	0
8. Automobile Liability indemnity (OC) paid during the period	0	0	0	0
9. Automobile Liability legal fees and costs (SS) paid during the period	0	0	0	0
GENERAL LIABILITY				
10. Number of General Liability claims filed during the period	0	0	0	0
11. General Liability indemnity (OC) paid during the period	0	0	0	0
12. General Liability legal fees and costs (SS) paid during the period	0	0	0	0

Claim Performance (data provided by CEO; see footnotes) [Continued]

Measure	FY 2011-12	FY 2012-13	FY 2013-14	3-Year Average
MEDICAL MALPRACTICE				
13. Number of Medical Malpractice claims filed during the period	0	0	0	0
14. Medical Malpractice indemnity (OC) paid during the period	0	0	0	0
15. Medical Malpractice legal fees and costs (SS) paid during the period	0	0	0	0
TOTAL CLAIMS AND EXPENSE				
16. Total number of claims filed during the period	0	0	0	0
17. Total expenses paid during the period	\$8,352	\$24,614	\$2,574	\$11,847
18. Department operating budget	5,152,000	5,241,000	\$5,786,000	5,061,667
19. Cost of Risk (% total expenses paid / operating budget)	0.16%	0.47%	0.04%	0.23%
Benchmark: Countywide Cost of Risk	2.21%	2.19%	2.19%	2.17%

- All workers' compensation loss information is available on the CEO Risk Management Branch RECAP intranet site.
- The number of employees is the sum of currently filled full-time and part-time positions (see monthly payroll report).
- The number of liability claims is the total of all claims (including all suffixes) entered into the Risk Management Information System (RMIS) during the fiscal year (see monthly Cognos report).
- Total paid for liability is based on transaction dates within each fiscal year as listed in RMIS (see monthly Cognos report).

Vehicle and Fleet Safety Performance (data maintained at the department level)

Measure	FY 2011-12	FY 2012-13	FY 2013-14	3-Year Average
DEPARTMENT-OWNED VEHICLES				
20. Number of Department-owned vehicles as of June 30	0	0	0	0
21. Total number of vehicle accidents involving Department-owned (or leased) vehicles	0	0	0	0
22. Total cost paid for damage involving Department-owned (or leased) vehicles (not including third party claim/damage cost)	0	0	0	0
23. Number of miles driven by Department-owned (or leased) vehicles	0	0	0	0
24. Number of vehicle accidents involving Department-owned (or leased) vehicles per 100,000 miles	0	0	0	0
Benchmark: Countywide	1.78	1.45	n/a	1.62
PERMITTEE DRIVERS				
25. Number of Department permittee drivers as of June 30	22	23	23	22.7
26. Total number of vehicle accidents involving permittee drivers	0	0	0	0.0
27. Total cost paid for damage involving vehicles driven by permittee drivers (not including third party claim/damage cost)	0	0	0	\$0
28. Number of permittee miles driven during period	Unknown	Unknown	Unknown	Unknown
29. Number of vehicle accidents involving permittee drivers per 100,000 miles	0.00	0.00	0.00	0.00
Benchmark: Countywide	2.02	1.70	n/a	1.86

Return-to-Work Performance (industrial and non-industrial)

(data maintained at the department level)

Measure	FY 2011-12	FY 2012-13	FY 2013-14	3-Year Average
30. Number of active return-to-work cases as of June 30	0	0	0	0.0
31. Number of employees on medical leave (excluding pregnancy) as of June 30	0	0	0	0.0
32. Number of employees on work hardening transitional assignment agreements as of June 30	0	1	0	0.3
33. Number of employees on conditional assignment agreements as of June 30	1	0	0	0.3
34. Number of return-to-work cases closed in the prior year	0	0	0	0

Short Term Disability (data provided from Sedgwick except for #41 which is from payroll)

Measure	FY 2011-12	FY 2012-13	FY 2013-14	3-Year Average
35. Number of active claims as of June 30	0	0	0	0
36. Number of closed claims reaching maximum benefit duration during the fiscal year	0	0	0	0
37. Number of claims converted to LTD during the fiscal year	0	0	0	0
38. Number of new claims during the fiscal year	0	0	0	0
39. Number of lost workdays paid under STD during the fiscal year	0	0	0	0
40. Number of lost calendar days, including elimination period, for closed claims	0	0	0	0
41. Total payments for all claims paid during the fiscal year	0	0	0	0
42. Number of paid lost workdays for closed claims	0	0	0	0
43. Number of active claims as of June 30	0	0	0	0.0

Long Term Disability (data provided from Sedgwick)

Measure	FY 2011-12	FY 2012-13	FY 2013-14	3-Year Average
43. Number of active claims as of June 30	0	0	0	0
44. Number of claims opened during the fiscal year	0	0	0	0
45. Total payments for all claims paid during the fiscal year	0	0	0	0
46. Total payments to date on claims closed during the fiscal year	0	0	0	0

Performance Data and Statistical Goal Definitions

Liability Claim:	A document submitted by a third party in accordance with statutory requirements, and alleging personal injury, bodily injury, property damage, or other losses sustained due to the acts or omissions of the County, its employees, officers, or agents. This is the total number of open/closed claims that were filed during the period. A claim includes all lawsuits and claims, but does not include incident reporting, unless a claim is opened as a result of the incident report.
General Liability Claim:	Claim arising when negligent acts and/or omissions result in bodily injury and/or property damage on the premises of a business, when someone is injured as the result of using the product manufactured or distributed by a business, or when someone is injured in the general operation of a business.
Vehicle Liability Claim:	Claim arising from negligent operation of a motor vehicle involving third party damage to property and/or people.
Medical Malpractice Claim:	Claim arising from professional negligence by act or omission by a health care provider in which care provided deviates from accepted standards of practice in the medical community and causes injury or death to the patient.
Indemnity Cost (OC):	Amount of money paid to compensate claimant and/or plaintiffs for damages, including their attorney fees and cost that are paid by the County. Also referred to as the settlement amount. Cost listed as (OC) in RMIS.
Legal Fees and Costs (SS):	Amount of money paid for defense counsel (in-house and/or panel attorney) for a claim that is paid by the County. Cost listed as (SS) in RMIS.
Total Paid:	This is the actual amount of money paid on a claim during the reporting period. This is not the amount agreed to or discussed in settlement, but the actual amount of money disbursed on the claim, to include both indemnity (OC) and legal fees and costs (SS).
Workers' Compensation Claim:	Claim filed by Department employee for injury and/or illness that arose out of the course and scope of employment and provides compensation and medical care for employees who are injured in the course of employment, in exchange for mandatory relinquishment of the employee's right to sue his or her employer for the tort of negligence.
Salary Continuation / Labor Code 4850:	Supplemental salary replacement benefits paid in excess of indemnity benefits provided by the workers' compensation system according to County Code or State of California law.
Active Return-to-Work Case:	Employee is off work due to an industrial or non-industrial disability. Employee is working in any temporary modified/alternative position pending resolution of work status. Employee has a pending request for reasonable accommodation. Any situation where the department determines risk exposure requires ongoing action or monitoring. Additional information about return-to-work can be found in the Return-to-Work Desk Reference Manual at http://ceo.lacounty.gov/RTW/rtw_default.htm .
Return-to-Work Cases Closed:	Employee has returned to usual and customary position with or without work restriction (and department has no risk exposure concerns). Employee has returned to a permanent modified/alternative position and has demonstrated the ability to perform the essential functions of the position with or without a reasonable accommodation.
Work Hardening Transitional Assignment Agreement:	An agreement between the employer and employee that allows an employee to return to work in an assignment, performing functions other than those usually assigned, and is intended to allow an employee the opportunity to recover from their injury/illness while continuing to work. This agreement is temporary and can be revisited every 12 weeks up until the employee becomes Permanent and Stationary (P&S) or has achieved Maximum Medical Improvement (MMI).

Performance Data and Statistical Goal Definitions [Continued]

<p>Conditional Assignment Agreement:</p>	<p>An agreement between the employer and employee that allows an employee to work in a temporary assignment while the department conducts a department-wide or Countywide search for a compatible position. This status is determined when an employee with an Industrial Injury/Illness becomes Permanent and Stationary (P&S) or has reached Maximum Medical Improvement (MMI); or an employee with a Non-Industrial Injury/Illness obtains a work restriction (either temporary or permanent). If a position cannot be identified within the employee's department, then a Countywide Job Search shall be conducted.</p>
<p>Vehicle Accident:</p>	<p>An accident involving a Department-owned/leased vehicle and/or a permittee-owned vehicle (including drivers classified as occasional drivers) that resulted in damage or any other type of loss to persons, property, etc.</p>
<p>Department-Owned / Leased Vehicles:</p>	<p>Vehicles driven by County employees owned or leased by the Department or County. These are not the drivers' personal vehicles.</p>
<p>Number of Miles Driven During Period:</p>	<p>Actual number of miles driven by Departmental drivers for County-related activity (course and scope of work).</p>
<p>Permittee Driver:</p>	<p>County employee who is participating in the County permittee driver program and is certified/approved to drive a non-Department-owned vehicle for work purposes.</p>
<p>Risk Management Information System (RMIS):</p>	<p>The County's risk management and claims administration management system with ad-hoc reporting capabilities, which supports County claims administration and financial, statistical, and loss prevention functions.</p>
<p>Cost of Risk:</p>	<p>Percentage of Total Paid / Department Operating Budget.</p>