



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

WILLIAM T FUJIOKA
Chief Executive Officer

DATE: November 7, 2013
TIME: 1:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

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 – DPW:ISD SPECIAL PROJECTS: BALD MOUNTAIN NEW TOWER; HAUSER PEAK NEW TOWER; PUENTE HILLS NEW TOWER AND COMMUNICATIONS EQUIPMENT BUILDING; APPROVE REVISED PROJECT BUDGETS, APPROPRIATION ADJUSTMENT, AND CHANGE ORDER**
CEO/DPW/ISD – Jan Takata, Gail Farber, and Jim Jones or designee(s)
- B) **Board Letter – APPROVAL OF AMENDMENT TO AN AGREEMENT FOR PATIENT CENTERED MEDICAL HOME POPULATION MANAGEMENT REGISTRY**
DHS – Mitchell Katz or designee
- C) **Board Letter – RECOMMENDATION TO DEACCESSION AND DONATE THE FORMER MANHATTAN BEACH LIBRARY ARTWORK TO THE CITY OF MANHATTAN BEACH**
ARTS COMMISSION – Laura Zucker or designee
- D) **Board Letter – AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND PICTOMETRY INTERNATIONAL CORP. FOR DIGITAL AERIAL DATA**
CIO – Richard Sanchez or designee
- E) **Upcoming IT Items**
CIO – Richard Sanchez or designee
- F) **Risk Management Presentation**
CIO – Richard Sanchez or designee

CONTINUED ON PAGE 2

G) eCAPS/eHR Update

A-C – Wendy Watanabe or designee

2. Public Comment
3. Adjournment

November 19, 2013

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:

**DEPARTMENT OF PUBLIC WORKS:
INTERNAL SERVICES DEPARTMENT SPECIAL PROJECTS:
BALD MOUNTAIN NEW TOWER (SPECS. 7100; CAPITAL PROJECT NO. 69675)
HAUSER PEAK NEW TOWER (SPECS. 7099; CAPITAL PROJECT NO. 69669)
PUENTE HILLS NEW TOWER AND COMMUNICATIONS EQUIPMENT BUILDING
(SPECS. 7098; CAPITAL PROJECT NO. 69667)
APPROVE REVISED PROJECT BUDGETS
APPROVE APPROPRIATION ADJUSTMENT
APPROVE CHANGE ORDER
(FOURTH AND FIFTH DISTRICTS) (4 VOTES)**

SUBJECT

This action will revise the total project budgets and approve the appropriation adjustment for the Internal Services Department Special projects: Bald Mountain New Tower and Hauser Peak New Tower, and approve and authorize the execution of a change order to Cal-City Construction, Inc.'s construction contract for the projects for a \$335,200 not-to-exceed amount.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the revised individual project budgets for the Internal Services Department Special projects: \$1,119,200 for the Bald Mountain New Tower, Capital Project No. 69675; and \$1,202,000 for the Hauser Peak New Tower, Capital Project No. 69669.

2. Approve the appropriation adjustment to transfer \$525,200 from the Rio Hondo New Tower and Communications Equipment Building, Capital Project No. 69666; \$269,200 to the Bald Mountain New Tower, Capital Project No. 69675; and \$256,000 to the Hauser Peak New Tower, Capital Project No. 69669.
3. Approve and authorize the Director of Public Works or her designee to execute a change order with Cal-City Construction, Inc., for a \$335,200 not-to-exceed amount to cover additional construction costs associated with the redesign of the communication towers at Bald Mountain and Hauser Peak.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will approve the revised total project budgets for the Internal Services Department (ISD) Special projects: Bald Mountain New Tower and Hauser Peak New Tower, and a change order to Cal-City Construction, Inc.'s (Cal-City) construction contract. This will enable the Department of Public Works (Public Works) to proceed with construction of the ISD Special projects: Bald Mountain and Hauser Peak New Towers.

On March 5, 2013, the Board authorized Public Works to award a construction contract for the three ISD Special projects: Bald Mountain and Hauser Peak New Towers, and Puente Hills New Tower and Communications Equipment Building; which included a new communications tower at the Bald Mountain, Hauser Peak, and Puente Hills sites. In addition, a new communications equipment building will be provided at the Puente Hills site to support tower usage. A notice to proceed for construction was issued in March 2013, and construction is scheduled to be completed in January 2014.

During the construction submittal/jurisdictional plan check process, the new applicable building code (Telecommunications Industry Association) for the structural tower became effective. This change impacted the design of the two towers, as it involved increased design parameters, which resulted in the upsizing of the tower structural steel members and the increase in size of the pile foundations for the towers.

In order to reduce further impacts to the project schedule, Public Works is requesting that the Board approve and authorize the Director of Public Works or her designee to execute a change order with Cal-City for construction of the towers at Bald Mountain and Hauser Peak for a \$335,200 not-to-exceed amount.

Green Building/Sustainable Design Program

The recommended projects support the Board's Green Building/Sustainable Design Program by using energy-efficient light fixtures. This will lead to a reduction in operating costs due to decreased energy consumption.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Operational Effectiveness (Goal 1) by constructing new telecommunications infrastructure that will allow County first-responders to more effectively respond to future emergencies.

FISCAL IMPACT/FINANCING

The original total project budgets for the three ISD Special projects (Bald Mountain, Hauser Peak, and Puente Hills), including plans and specifications, plan check, construction, change orders, consultant services, miscellaneous expenditures, and County services was estimated at an aggregate of \$5,732,500. The revised total project budget for the three ISD Special projects is estimated at \$6,257,700, and upon approval of the recommended budget adjustment, will be fully funded with revenue from the American Recovery and Reinvestment Act related to the 2009 Edward Bynes Memorial Justice Assistance Grant Program.

The Rio Hondo New Tower and Communications Equipment Building project (Capital Project No. 69666), which was also approved with these projected on November 3, 2010, has been cancelled due to grant funding limitations. Approval of the recommended budget adjustment will redistribute grant funding from the Rio Hondo Tower project to the three remaining tower projects. Approval of the appropriation adjustment (Attachment B) will transfer \$525,200 from the Rio Hondo New Tower and Communications Equipment Building, Capital Project No. 69667; \$269,200 to the Bald Mountain New Tower, Capital Project No. 69675; and \$256,000 to the Hauser Peak New Tower, Capital Project No. 69669; to fully fund the projects.

The revised Projects' Schedules and Budget Summaries are included in Attachment A.

Operating Budget Impact

ISD does not anticipate increased maintenance costs for the improved sites in Fiscal Year 2013-14.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Standard contract amendments, in the form previously approved by County Counsel, will be used. The existing contract with Cal-City contains terms and conditions supporting the Board's ordinances and policies, including but not limited to: County Code Chapter 2.200, Child Support Compliance Program; County Code Chapter 2.202, Contractor Responsibility and Debarment; County Code Chapter 2.203, Contractor Employee Jury Service Program; County Code Chapter 2.206, Defaulted Property Tax Reduction Program; Board Policy 5.050, County's Greater Avenues for Independence and General Relief Opportunities (GAIN/GROW); Board Policy 5.060, Reporting of Improper Solicitations; Board Policy 5.110, Contract Language to Assist in Placement of Displaced County Workers; and Board Policy 5.135, Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law).

Per the Board's Civic Art Policy adopted on December 15, 2009, the proposed projects are exempt from the Civic Art fee because they are infrastructure work.

Under Public Contract Code, Section 20137, the Board is authorized, as a 4-vote item, to approve individual change orders to construction contracts as long as they do not exceed 10 percent of the original construction contract amount. The original contract amount of the construction contract with Cal-City was \$3,355,680. Accordingly, the proposed change order in the amount of \$335,200 is below the 10 percent statutory threshold and within the Board's authority.

ENVIRONMENTAL DOCUMENTATION

On August 28, 2012, the Board adopted final Mitigated Negative Declarations for the three ISD Special projects and found that the Bald Mountain New Tower project will have no effect on fish and wildlife. On August 28, 2012, Public Works filed a Certificate of Fee Exemption with the Registrar-Recorder/County Clerk in accordance with Section 711.4 of the California Fish and Game Code for the Bald Mountain New Tower project, and a Notice of Determination for each project in accordance with Section 21152(a) of the California Public Resources Code.

CONTRACTING PROCESS

On March 5, 2013, under Board-delegated authority, Public Works awarded a construction contract to Cal-City for \$3,355,680. To date, one change order has been executed for a total of \$4,194.25, increasing the total of Cal-City's construction contract to \$3,359,874.25. In order to reduce the impacts to the project schedule, Public Works

The Honorable Board of Supervisors
November 19, 2013
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is requesting authority from the Board to execute a change order with Cal-City for a \$335,200 not-to-exceed amount.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current County services or projects during the performance of the recommended services. The existing project sites will remain operational during construction of the improvements.

CONCLUSION

Please return one adopted copy of this letter to the Chief Executive Office, Capital Projects Division; Internal Services Department, Telecommunications Branch; and Public Works, Project Management Division II.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:GF
CM:sj

Attachments (2)

c: Executive Office, Board of Supervisors
Arts Commission
Auditor-Controller
County Counsel
Internal Services Department
Department of Public Social Services (GAIN/GROW)

ATTACHMENT A

**DEPARTMENT OF PUBLIC WORKS:
INTERNAL SERVICES DEPARTMENT SPECIAL PROJECTS:
BALD MOUNTAIN NEW TOWER (SPECS. 7100; CAPITAL PROJECT NO. 69675)
HAUSER PEAK NEW TOWER (SPECS. 7099; CAPITAL PROJECT NO. 69669)
PUENTE HILLS NEW TOWER AND COMMUNICATIONS EQUIPMENT BUILDING
(SPECS. 7098; CAPITAL PROJECT NO. 69667)
APPROVE REVISED PROJECT BUDGETS
APPROVE APPROPRIATION ADJUSTMENT
APPROVE CHANGE ORDER
(FOURTH AND FIFTH DISTRICTS) (4 VOTES)**

I. PROJECT SCHEDULE*

Project Activity	Scheduled Completion Date	Revised Completion Date
Project Needs Assessment	08/30/10**	N/A
Environmental Documents	01/19/12**	N/A
Design		
Construction Documents	12/14/11**	N/A
Jurisdictional Approvals	03/15/12**	N/A
Construction Bid and Award	03/05/13**	03/27/13**
Construction		
Substantial Completion	12/26/13	01/10/14
Project Acceptance	02/25/14	02/28/14

*Schedule is applicable to all three projects, as they will be carried out concurrently.

**Indicates completed activity.

II. PROJECT BUDGET SUMMARY
Bald Mountain New Tower

Budget Category	Project Budget	Impact of This Action	Revised Project Budget
Construction			
Low Bid Contract	\$ 333,000	\$ 0	\$ 333,000
Change Orders	\$ 33,000	\$ 174,200	\$ 207,200
Subtotal	\$ 366,000	\$ 174,200	\$ 540,200
Consultant Services			
Deputy Inspection	\$ 15,000	\$ 25,000	\$ 40,000
Archeologist	\$ 2,000	\$ 0	\$ 2,000
Geotech/Soils Test	\$ 1,000	\$ 25,000	\$ 26,000
Material Testing	\$ 8,000	\$ 0	\$ 8,000
Cost Estimating	\$ 5,000	\$ 0	\$ 5,000
Topographic Survey	\$ 4,000	\$ 0	\$ 4,000
Environmental (CEQA/NEPA)	\$ 49,000	\$ 0	\$ 49,000
Paleontologist	\$ 9,000	\$ 0	\$ 9,000
Subtotal	\$ 93,000	\$ 50,000	\$ 143,000
Miscellaneous Expenditures			
Printing	\$ 2,000	\$ 0	\$ 2,000
Jurisdictional Review/Plan Check/Permit	\$ 10,000	\$ 0	\$ 10,000
County Services			
Code Compliance and Quality Control Inspections	\$ 40,000	\$ 0	\$ 40,000
Design Services	\$ 50,000	\$ 15,000	\$ 65,000
Contract Administration	\$ 12,000	\$ 0	\$ 12,000
Project Management	\$ 225,000	\$ 30,000	\$ 255,000
Secretarial	\$ 15,000	\$ 0	\$ 15,000
Document Control	\$ 10,000	\$ 0	\$ 10,000
Project Technical Support	\$ 20,000	\$ 0	\$ 20,000
Consultant Contract Recovery	\$ 2,000	\$ 0	\$ 2,000
Office of Countywide Contract Compliance	\$ 5,000	\$ 0	\$ 5,000
Subtotal	\$ 379,000	\$ 45,000	\$ 424,000
Total	\$ 850,000	\$ 269,200	\$ 1,119,200

II. PROJECT BUDGET SUMMARY
Hauser Peak New Tower

Budget Category	Project Budget	Impact of This Action	Revised Project Budget
Construction			
Low Bid Contract	\$ 399,000	\$ 0	\$ 399,000
Change Orders	\$ 40,000	\$ 161,000	\$ 201,000
Subtotal	\$ 439,000	\$ 161,000	\$ 600,000
Consultant Services			
Deputy Inspection	\$ 15,000	\$ 25,000	\$ 40,000
Hazardous Materials	\$ 2,000	\$ 0	\$ 2,000
Material Testing	\$ 7,000	\$ 25,000	\$ 32,000
Cost Estimating	\$ 5,000	\$ 0	\$ 5,000
Paleontologist	\$ 8,000	\$ 0	\$ 8,000
Pre-Construction Bird Survey and Monitoring	\$ 17,000	\$ 0	\$ 17,000
Environmental (CEQA/NEPA)	\$ 49,000	\$ 0	\$ 49,000
Archeologist	\$ 2,000	\$ 0	\$ 2,000
Subtotal	\$ 105,000	\$ 50,000	\$ 155,000
Miscellaneous Expenditures			
Printing	\$ 1,000	\$ 0	\$ 1,000
Jurisdictional Review/Plan Check/Permit	\$ 24,000	\$ 0	\$ 24,000
County Services			
Code Compliance and Quality Control Inspections	\$ 40,000	\$ 0	\$ 40,000
Design Services	\$ 50,000	\$ 15,000	\$ 65,000
Contract Administration	\$ 12,000	\$ 0	\$ 12,000
Project Management	\$ 225,000	\$ 30,000	\$ 255,000
Secretarial	\$ 12,000	\$ 0	\$ 12,000
Document Control	\$ 10,000	\$ 0	\$ 10,000
Project Technical Support	\$ 21,000	\$ 0	\$ 21,000
Consultant Contract Recovery	\$ 2,000	\$ 0	\$ 2,000
Office of Countywide Contract Compliance	\$ 5,000	\$ 0	\$ 5,000
Subtotal	\$ 377,000	\$ 45,000	\$ 422,000
Total	\$ 946,000	\$ 256,000	\$ 1,202,000

III. PROJECT BUDGET SUMMARY
Puente Hills New Tower and Communications Equipment Building

Budget Category	Project Budget	Impact of This Action	Revised Project Budget
Construction			
Low Bid Contract	\$ 2,633,000	\$ 0	\$ 2,633,000
Change Orders	\$ 263,000	\$ 0	\$ 263,000
Utility Connections	<u>\$ 70,000</u>	<u>\$ 0</u>	<u>\$ 70,000</u>
Subtotal	\$ 2,966,000	\$ 0	\$ 2,966,000
Consultant Services			
Deputy Inspection	\$ 45,000	\$ 0	\$ 45,000
Hazardous Materials (Methane Proposal)	\$ 11,000	\$ 0	\$ 11,000
Geotech/Soils Test	\$ 3,000	\$ 0	\$ 3,000
Material Testing	\$ 40,000	\$ 0	\$ 40,000
Cost Estimating	\$ 7,000	\$ 0	\$ 7,000
RF Energy Testing	\$ 5,000	\$ 0	\$ 5,000
Pre-Construction Bird Survey and Monitoring	\$ 18,000	\$ 0	\$ 18,000
Archeologist	\$ 2,000	\$ 0	\$ 2,000
Title Reports	\$ 5,000	\$ 0	\$ 5,000
Environmental (CEQA/NEPA)	\$ 61,000	\$ 0	\$ 61,000
Paleontologist	<u>\$ 9,000</u>	<u>\$ 0</u>	<u>\$ 9,000</u>
Subtotal	\$ 206,000	\$ 0	\$ 206,000
Miscellaneous Expenditures			
Printing	\$ 3,000	\$ 0	\$ 3,000
Jurisdictional Review/Plan Check/Permit	\$ 28,000	\$ 0	\$ 28,000
County Services			
Code Compliance and Quality Control Inspections	\$ 83,000	\$ 0	\$ 83,000
Design Services	\$ 230,000	\$ 0	\$ 230,000
Contract Administration	\$ 18,000	\$ 0	\$ 18,000
Project Management	\$ 298,500	\$ 0	\$ 298,500
Secretarial	\$ 20,000	\$ 0	\$ 20,000
Document Control	\$ 20,000	\$ 0	\$ 20,000
Project Technical Support	\$ 40,000	\$ 0	\$ 40,000
Consultant Contract Recovery	\$ 5,000	\$ 0	\$ 5,000
Office of Affirmative Action	<u>\$ 19,000</u>	<u>\$ 0</u>	<u>\$ 19,000</u>
Subtotal	\$ 733,500	\$ 0	\$ 733,500
Total	\$ 3,936,500	\$ 0	\$ 3,936,500

**BOARD LETTER – SUMMARY SHEET
HEALTH AND MENTAL HEALTH SERVICES CLUSTER**

AGENDA REVIEW	11/20/13
BOARD MEETING	12/03/13
SUPERVISORIAL DISTRICT	All
DEPARTMENT	Health Services
SUBJECT	APPROVAL OF AMENDMENT TO AN AGREEMENT FOR PATIENT CENTERED MEDICAL HOME POPULATION MANAGEMENT REGISTRY
PROGRAM	Research and Innovations Division, Ambulatory Care Network
DEADLINES	01/10/14
COST & FUNDING	The total estimated cost for the renewal period ending October 20, 2014 is \$200,070. Funding for these services is included in the FY 2013-14 Recommended Budget and will be requested in future years as necessary.
PURPOSE OF REQUEST	To allow the Director to execute an Amendment with i2i Systems, Inc. to accept payment responsibilities from Local Initiative Health Authority d.b.a L.A. Care and for the continued provision of i2iTracks, a patient centered medical home population management registry, and related maintenance, support and professional services.
SUMMARY/ ISSUES	<p>On September 6, 2011, the Board authorized DHS to execute an Agreement with the L.A. Care to accept contract assignment rights related to the license grant and other benefits from i2i Systems, as well as contract rights with modification to the County's standard contract provisions with respect to mutual indemnification, modification of terms with respect to capitation of liability and some other provisions to acquire i2i Tracks.</p> <p>The assignment, which was executed on November 22, 2011, included all of L.A. Care's agreement rights with i2i Systems, except for payment responsibilities. L.A., Care paid for the license fee which included implementation of the software. The first maintenance and support fee was paid to i2i on July 10, 2012 in accordance with the Agreement, which was 90 days after the initial training. The Agreement was renewed for an additional year on October 20, 2013, through October 21 2014. L.A. Care will no longer pay for maintenance and support starting January 10, 2014.</p>
DEPT. & COUNTY COUNSEL CONTACTS	<p>DHS - Ambulatory Care Network: Jeffrey Guterman, M.D., Research and Innovations Chief Geoffrey Scheib, R.N., Business Application Owner</p> <p>COUNTY COUNSEL: Edward Morrissey, Principal Deputy County Counsel</p>

December 3, 2013

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 TO AN AGREEMENT FOR PATIENT CENTERED
MEDICAL HOME POPULATION MANAGEMENT REGISTRY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)
CIO RECOMMENDATION: APPROVE ()**

SUBJECT

Request approval of an Amendment with i2i Systems, Inc. (i2i Systems) to accept payment responsibilities from Local Initiative Health Authority d.b.a L.A. Care and for the continued provision of i2iTracks, a patient centered medical home population management registry, and related maintenance, support and professional services.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 1 to Agreement No. H-705186 (Agreement) with i2i Systems, Inc. (i2i Systems) to transfer the payment obligations from L.A. Care to the County, commencing upon execution by both parties with an annual maintenance fee of \$50,070 for each annually renewed term, and with a maximum amount of \$150,000 during the term of the Agreement and any renewal periods, for requested enhancement of i2i Tracks until the completion of customization.
2. Delegate authority to the Director, or his designee, to amend the Agreement to: (i) increase the sum by no more than ten percent above the annual maintenance fee of \$5,007; (ii) increase the customization maximum amount by ten percent for the provision of unforeseen and unanticipated expenses for a potential increase of \$15,000; and (iii) perform administrative changes to the Agreement, including but not limited to the addition, modification or removal of any relevant terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will transfer the payment obligations, duties and responsibilities from LA Care to the County. L.A. Care will no longer continue payment of i2iTracks and will require the Department of Health Services (DHS or Department) to

assume responsibility for the remaining payment provisions that have not yet been assigned in the Agreement.

The first recommendation will also amend the Agreement for the provision of continued maintenance and support for a patient-centered medical home (PCMH) population management registry, i2iTracks (Software), currently used at DHS facilities, with an annual maintenance fee of \$50,070, as well as for additional pre-identified Software customizations with a maximum amount of \$150,000 during the term of the Agreement and any renewal periods, for requested customization of i2i Tracks until the completion of customization. These customizations will refine and further expand the scope of the Software's current functionality and address the clinical needs of DHS staff.

Approval of the second recommendation will allow the Director to increase the annual maintenance fee and requested customization maximum obligation by no more than ten percent for unanticipated and unforeseen expenses, including but not limited to additional work that includes customizations, modifications, or development of system improvements to the existing Software or which are required to meet any changes as required by State or Federal law. The second recommendation will also allow the Director to amend the Agreement to account for any administrative changes to the Agreement, including but not limited to the addition, modification or removal of any relevant terms and conditions. Such delegated authority will enable DHS to proactively address any ongoing areas of improvement, comply with any statutory and regulatory changes and refine the Software as needed during the renewal terms.

DHS obtained the patient management registry to continue meeting the section 1115 Medicaid Demonstration Waiver (Waiver) requirements and its associated funding. DHS has implemented a PCMH management registry throughout its facilities as part of the Waiver's requirements pertaining to delivery system reform, in order to improve the health of the County's patient population, to manage chronic diseases, to facilitate empanelment and manage empaneled patients, to coordinate patient care and to support system-wide improvements in health care quality and patient outcomes. Moreover, as part of the DHS' transition to the patient-centered medical home model (PCMH), DHS clinicians use the Software as a central tool for PCMH care teams to improve patient outcomes.

Continued access to this Software will allow DHS clinicians throughout multiple disciplines to coordinate patient care seamlessly, to improve their patients' quality of health actively and to allow DHS to continue customizing the Software to address identified areas of improvement. In the past year, DHS has aggressively pursued a variety of system-wide improvements. As of September 2013, over 290,000 empaneled patients have been loaded into i2iTracks. The Software is now used by all Ambulatory Care Network PCMH care teams to review patient information and be alerted to "care gaps"

Implementation of Strategic Plan Goals

The recommended action(s) support(s) Goal 1 – Operational Effectiveness and Goal 3 – Integrated Services Delivery of the County’s Strategic Plan.

FISCAL IMPACT/FINANCING

The annual maintenance fee for Fiscal Year (FY) 2013-14 is \$50,070; the maximum amount for requested customization is \$150,000 for FY 2013-14 and any subsequent renewal periods.

Funding is included in DHS’ Fiscal Year 2013-14 Final Budget, and will be requested in future fiscal years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On September 6, 2011, the Board authorized DHS to execute an Agreement with the L.A. Care to accept contract assignment rights related to the license grant and other benefits from i2i Systems, as well as contract rights with modification to the County’s standard contract provisions with respect to mutual indemnification, modification of terms with respect to capitation of liability and some other provisions to acquire i2i Tracks. The assignment, which was executed on November 22, 2011, included all of L.A. Care’s agreement rights with i2i Systems, except for payment responsibilities. L.A., Care paid for the license fee which included implementation of the software. The first maintenance and support fee was paid to i2i on July 10, 2012 in accordance with the Agreement, which was 90 days after the initial training. The Agreement was renewed for an additional year on October 20, 2013, through October 21 2014. DHS is seeking Board approval to amend the Agreement since L.A. Care will no longer pay for maintenance and support starting January 10, 2014.

County Counsel has approved the Amendment (Exhibit I) as to form. The Chief Information Office concurs with the Department’s recommendations and that Office’s Analysis is attached (Attachment B).

CONTRACTING PROCESS

None.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHS to continue to comply with Waiver requirements and to continue improvements in health care delivery, coordination and integration of patient care, and management of the patient population and chronic diseases.

The Honorable Board of Supervisors

12/3/2013

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Respectfully submitted,

Mitchell H. Katz, M.D.
Director

Reviewed by:

Richard Sanchez
Chief Information Officer

MHK:jl

Enclosures

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

DRAFT



RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Office of the CIO
CIO Analysis

NUMBER:

CAXX-XX

DATE:

10/16/2013

SUBJECT:

APPROVAL OF AMENDMENT FOR DISEASE MANAGEMENT REGISTRY

RECOMMENDATION:

Approve Approve with Modification Disapprove

CONTRACT TYPE:

New Contract Sole Source
 Amendment to Contract #: H-705186 Other:

CONTRACT COMPONENTS:

Software Hardware
 Telecommunications Professional Services

SUMMARY:

Department Executive Sponsor: **Mitchell H. Katz, M.D., Director of Health Services**

DESCRIPTION:

Authorize the Director of Health Services (Director), or his designee, to execute Amendment No. 1 to Agreement No. H-705186 (Agreement) with i2i Systems, Inc. (i2i Systems) to transfer the payment obligations from L.A. Care to the County, commencing upon execution by both parties with an annual maintenance fee of \$50,070 for each contract term, renewable annually, with a maximum contract amount of \$150,000 for additional required customizations to i2iTracks until the completion of work.

Delegate authority to the Director, or his designee, to amend the Agreement to increase the contract amount for unforeseen and unanticipated service needs as follows: (i) by no more than ten percent above \$50,070 for a potential increase of \$5,007, (ii) for customizations by no more than ten percent above the base customization fee fee of \$150,000 for a potential increase of \$15,000 for the term of the contract.

Contract Amount: **\$200,070**

Funding Source: **DHS Operating Budget FY
2013-14**

 Legislative or Regulatory Mandate Subvened/Grant Funded:

Strategic and Business Analysis	<p>PROJECT GOALS AND OBJECTIVES:</p> <p>i2iTracks (Software) is a population management registry that has been implemented and is currently being utilized by the Ambulatory Care Network and the hospital-based primary care clinics. The Software assists DHS clinical staff to manage high risk patients and chronic diseases. DHS' goal is to augment ongoing maintenance and support services to include enhancements to the Software's functionality. Another key project goal is to continue meeting the requirements of the section 1115 Waiver.</p>
	<p>BUSINESS DRIVERS:</p> <p>The key business drivers for the project are:</p> <ol style="list-style-type: none"> 1. Section 1115 Waiver compliance. Clinician use of the Software is necessary to continue meeting the section 1115 Waiver requirements and its associated funding, to strengthen participating public hospital systems in California. In order for DHS to meet the requirements of the Delivery System Reform Incentive Pool (DSRIP) of the California 1115 waiver requirements and effectively report attainment of these requirements, a registry must be implemented in a timely manner. 2. Healthcare delivery system improvements. The Software is a central tool for DHS clinical staff, and is used by patient-centered medical homes (PCMH) to manage and track chronic diseases for DHS patients on a population-wide basis. It automates manual tracking and improves patient outreach workflows.
	<p>PROJECT ORGANIZATION:</p> <p>The DHS Business Application Owner is Geoffrey Scheib, R.N., of the Ambulatory Care Network's Research & Innovations Division. The DHS Project Executive Sponsor is Jeffrey Guterman, M.D. The Software supports interfaces from the Enterprise Data Repository. IT point of contact is John Mendoza.</p>

	<p>PERFORMANCE METRICS:</p> <p>i2iTracks is designed to manage populations of patients. i2i analytics alert providers as to patients who have “care gaps” (i.e., preventive care measures that should be addressed, but have not been.) These indicators align with the DSRIP and Healthcare Effectiveness Data and Information Set (HEDIS) measures upon which DHS is scored.</p> <p>These matrices are used not only for reporting but actually driving change in the preventive care process. One example is the first DHS-wide preventive care effort, targeting more than 8,000 women who were overdue for mammography.</p>
	<p>STRATEGIC AND BUSINESS ALIGNMENT:</p> <p>The project supports Goal 1, Operational Effectiveness and Goal 3, Integrated Services Delivery of the County’s Strategic Plan.</p>
	<p>PROJECT APPROACH:</p> <p>Phase I of the project, which entailed the software installation and implementation at DHS, concluded on April 16, 2012. DHS is currently is implementing enhancements to infrastructure, interface and other facility sub-projects as part of Phase II, which began in December 2012. Phase III requirements are currently being developed. The i2iTracks system has been updated (via version releases) to incorporate several feature enhancements requested by DHS, since the original installation.</p>
	<p>ALTERNATIVES ANALYZED:</p> <p>This is an amendment to a current agreement. Prior to obtaining this system, the current DHS IT systems, including the hospital information system, were assessed and determined to not be able to provide this functionality.</p>
<p>Technical Analysis</p>	<p>ANALYSIS OF PROPOSED IT SOLUTION:</p> <p><u>Functionality:</u></p> <p>i2iTracks is a population health intelligence system which integrates data from existing electronic systems such as Quadramed Affinity (the hospital information system), lab systems, pharmacy systems, immunization registries and other identified systems aggregating the data about the tracked patient population.</p> <p>The i2iTracks system allows DHS patient care teams the ability to be proactive in the managing the patients. The i2iTracks system allows the DHS patient care teams the ability to view data to uncover differences in populations by patient age, race, gender, provider, location and multiple clinical measures. Once a group is identified, DHS patient care teams</p>

can follow up with the appropriate care to improve the clinical outcomes of the patient population.

The system also provides staff and management with evidence-based decision support through its integrated on-demand reporting and patient search engine.

Application Architecture:

i2i Tracks is a client-server application which is accessed via a rich client Microsoft Window application connected to a central Microsoft SQL Server database. The client software can either be installed on the local client PC's or accessed remotely using either Windows Terminal Server or Citrix.

The i2iTracks system was originally accessed via local software clients loaded on designated workstations and is the process to transitioning to a thin client implementation utilizing Terminal Server. Transition anticipated to be completed by 4th quarter of 2013.

Hardware Architecture:

i2iTracks relies on Microsoft SQL Server 2005, or greater, Standard Edition (x64 Edition) for its data structures. i2iTracks is compatible with most Virtual Host/Virtual Machine (VH/VM) environments, including:

- VMWare Server and Server ESXi
- XenServer by Citrix
- Microsoft Hyper-V Server (2005, 2008)

i2i Systems requires Terminal Server or Citrix for implementation of i2i Tracks over a wide area network (WAN) to remote locations. The i2i Tracks databases (Production, Training, and Test) are currently hosted at the DHS data center.

For local users (LAN), a high-speed network connection to the i2iTracks server is required (100 Megabit or Gigabit Ethernet cards). In general, a T-1 (1.5MB) line will offer about 25-50 concurrent terminal sessions.

AMENDMENT NO. 1 TO SOFTWARE LICENSE AGREEMENT

This Amendment to Software License Agreement (the “Amendment”) is made and entered into on the ___ day of December 2013 (the “Effective Date”) between i2i Systems, Inc., a California corporation having its principal place of business at 3663 N. Laughlin Rd., Ste. 200, Santa Rosa, CA 95403 (“i2iSystems”) and Los Angeles County, through its Department of Health Services, having its principal place of business at 313 N. Figueroa Street, Suite 317, Los Angeles, California 90012 (“County”). Either party may be referred to individually as the “Party” or collectively as “the Parties.”

WHEREAS:

i2i Systems, Inc. (“Licensor” or “Company”) and the Local Initiative Health Authority for Los Angeles County, a local public agency d.b.a. L.A. Care Health Plan (“LA Care”), entered into the Software License Agreement on October 21, 2011 (the “Original Agreement”);

LA Care assigned its rights and obligations under the Original Agreement to County (“Licensee” or “Customer”) on November 22, 2011, specifically excluding the rights and obligations under Section VII and Schedules D and D-1 of the Original Agreement and Section V of Schedule B of the Original Agreement, which were retained by LA Care;

County now seeks to assume the ongoing maintenance and support payment obligations set forth in Schedule B (Maintenance and Support Agreement) and Schedule D (Fees) of the Original Agreement, and to revise the Original Agreement in order to make other updates and revisions to the schedules; and

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, the Parties agree to the following:

1. Assume Maintenance and Support Payment Obligations

The Parties hereby agree that as of the Effective Date of this Amendment, County will assume from LA Care payment of all future maintenance and support fees to i2iSystems set forth under Schedule B and Schedule D of the Original Agreement. For the avoidance of doubt, i2iSystems consents to County’s assumption of LA Care’s payment obligations hereunder.

2. Replace Existing Customizations Clause in Maintenance and Support Agreement

The Parties agree that Section II(a)(4) shall be deleted from Schedule B, and i2iSystems will insert a new Section II(a)(4) in its place, which states as follows:

Company will perform the customizations to the Software previously requested by Customer and approved by Company (“Requested Customizations”). Company has submitted a list of the Requested Customizations and a quotation for the estimated cost of the Requested Customization work which is attached hereto as Schedule B-3 and incorporated by reference, and Customer has approved this quotation as the defined “not-to-exceed” amount for the projects. The cost of Requested Customizations shall utilize and be capped by the pre-approved “not-to-exceed” amount for the work, which will be applied to any invoices submitted by Company to Customer on the projects indicated in

Scheduled B-3. Company shall provide a completion schedule for work described in Schedule B-3, including a final delivery date for completed work. In addition, Company shall provide a payment schedule for all work described in Schedule B-3, subject to the pre-approved “not-to-exceed” amount.

3. **Add New Optional Work Subsection into Support Services Section of Maintenance and Support Agreement**

The Parties agree to add a new Section II(a)(6), which states as follows:

Upon written request of County and execution of a Change Notice or Amendment, Contractor shall provide the following to County as optional work: (i) any professional services required by Customer which go beyond the scope of the support services; (ii) the development of new functionality, interfaces, tools, and other products related to the Software which are not already provided for under the Original Agreement.

The cost of optional work shall utilize and be capped by the available “pool of dollars.” In no event shall Customer be obligated to pay in excess of the then-available “pool of dollars,” nor shall Company be required to perform any optional work for which there are no “pool of dollars” or funding available to pay Company.

Upon receipt of any request and Company’s initial approval of the request, Company will furnish to Customer a written quotation of a “not-to-exceed” amount for the requested optional work, which shall include anticipated hourly rate services, out-of-pocket expenses, and any other charges which will be incurred in the performance of the work. Upon Customer’s acceptance of the “not-to-exceed” amount, then the Parties shall execute an amendment to Schedule B, which shall incorporate by reference a statement of work for the project which accomplishes the following:

- (a) provides a functional description of the work to be performed under the amendment;
- (b) provides a description of all tasks and deliverables;
- (c) provides a completion schedule for all tasks and deliverables, including a final delivery date for completed work;
- (d) provides a payment schedule for all tasks and deliverables, subject to the pre-approved “not-to-exceed” amount; and
- (e) provides a description and estimated cost of applicable hardware, third party software, or other materials required to complete the work.

Upon completion and delivery by Company and acceptance by Customer of any completed optional work, the optional work shall become part of the Software and subject to the terms of the Original Agreement. The Parties agree that

optional work involving customizations may result in an increase to the Annual Fee.

4. **Insert Pool Dollars Subsection into Payments Section of Maintenance and Support Agreement**

The Parties agree that a new Section V(a)(3) shall be added, which states as follows:

Pool Dollars. Schedule D includes the pool of dollars ("Pool Dollars") available under this Agreement for the purchase of optional work contained in Section II(a)(6) to the Maintenance and Support Agreement. The total amount of available Pool Dollars shall be decreased by each amendment and may only be increased by executing an amendment as authorized by the Board of Supervisors.

5. **Insert Revised Payment Subsection into Payments Section of Maintenance and Support Agreement**

The Parties agree that Section V(d) shall be deleted from Schedule B, and i2iSystems will insert a new Section V(d) in its place, which states as follows:

Payments. Customer will not be responsible for making any payments pursuant to this Agreement until it has first received an invoice from Company for the applicable payment due. In the event Licensee disputes an invoice, Licensee shall notify Licensor of any disputed amounts included on the invoice within twenty (20) business days of receipt of each invoice. Licensee shall have thirty (30) days from the receipt of an invoice or corrected invoice, if disputed by Licensee, to pay Licensor.

All invoices under this Agreement shall be submitted in two (2) copies to the following address:

County of Los Angeles – Department of Health Services
Enterprise Project Management Office
313 N. Figueroa Street, Room 326
Los Angeles, CA 90012
Attn: Andres Trinidad, Project Manager

All invoices submitted by the Company for payment must have the written approval of Customer prior to any payment thereof. In no event shall the Customer be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5. **Insert New Optional Work Support Subsection into Payments Section of Maintenance and Support Agreement**

The Parties agree that a new Section V(e) shall be added, which states as follows:

The charge for new optional work services agreed upon by the Parties shall be the applicable services rates, which are One Hundred Seventy-Five Dollars (\$175.00) per hour for professional services and Two Hundred Dollars (\$200.00) per hour for customizations. The scope of any new optional work services shall not exceed the Pool Dollars indicated in Section V(a)(3) and allocated for the

new services and shall be in accordance with Section II(a)(6),. Company shall submit invoices in accordance with the agreed upon payment schedule for the services as reflected in the applicable amendment and statement of work.

6. Revise Assignment Clause of Maintenance and Support Agreement

The Parties agree to revise Section XII(g) of Schedule B to delete the second, third and fourth sentences of the clause, which are no longer applicable.

7. Increase Annual Support and Maintenance Fee

The Parties agree to delete Schedule D from the Original Agreement and insert a new, updated Schedule D, which reflects the support and maintenance fee for the next renewal period and is attached to this Amendment and incorporated by reference. The updated Schedule D shall be denoted as follows: “Revised Under Amendment No. 1 of Agreement.”

8. Delete Business Associate Agreement and Insert Replacement Business Associate Agreement

The Parties agree to delete Schedule E from the Original Agreement and insert a new, updated Schedule E-1, which is attached to this Amendment and incorporated by reference. All references to Schedule E shall be replaced by Schedule E-1.

9. Terms of Original Agreement Otherwise Remain in Full Force & Effect

Except as otherwise set forth herein, all other terms and conditions of the Original Agreement shall remain in full force and effect as written. In the event of a conflict between the terms and conditions of the Original Agreement and the terms and conditions of this Amendment, the terms and conditions of this Amendment shall control.

IN WITNESS WHEREOF, the respective Parties have caused this Amendment to be executed in duplicate by their duly authorized representatives.

“i2iSystems”

“County”

i2i Systems, Inc.

Los Angeles County, Department of Health Services

Name:

Name:

Printed Name: Janice Nicholson

Printed Name: Mitchell H. Katz, M.D.

Title: President and CEO

Title: Director

Date:

Date:

**EXHIBIT B-3
REQUESTED CUSTOMIZATIONS**

DRAFT

Group	Description	Estimated No. of Hours	Estimated Amount	Not-To-Exceed No. of Hours	Not-To-Exceed Amount	General Scope of Work
Alerts	Allow the user to acknowledge and clear an alert independent of the related profile item data. The goal is to be able to acknowledge an alert and clear it even if the data that triggered the alert is not available (i.e., a postpone feature)	20	\$4,000	40	\$8,000	Design, build and test new functionality that allows alerts to be independently cleared or postponed (snoozed) from all screens where alerts appear.
Alerts	Profile Item Schedules should have more configurability, similar to GroupWise recurring appointments. Can occur on a recurring schedule or allow user to pick specific relative dates that an event should occur. For example, Developmental Screening at age 9 mo, 18 mo, and once between 2-3 years.	40	\$8,000	80	\$16,000	Design, build and test outgoing message functionality that allows DHS to integrate with other third party tools such as decision support engine, medication management, patient caller, etc. Additionally, allow incoming message functionality to populate data in i2iTracks.
External System Communication	System shall be able to call external programs and pass appropriate parameters bi-directionally. I2i shall be able to consume web service parameters and data which in turn trigger established i2i functions. For example, if there is a function of i2i that creates Follow-ups we can pass an external message that triggers i2i to create a Follow-up.	90	\$18,000	180	\$36,000	
MPI	Provide the ability to support multiple local patient identifiers (i.e., Affinity MRUN's at each facility) for a given patient unified under a unique patient identifier.	60	\$12,000	130	\$26,000	
Reporting	Create a single dynamic PVS that can be used for all pts. and reflect their clinical profile accurately. Allow the customization of pre-configured Patient Visit Summaries similar to the customization available in user created Patient Visit Summaries. The current static templates could serve as default configurations for organizations that do not want to customize the standard template.	60	\$12,000	100	\$20,000	
Reporting	For Population Analytic Reports and Dashboards, provide a report multi-item with a library of default providers and a library of locations. The report does not need to be exportable.	20	\$4,000	40	\$8,000	Design, build and test enhancement to profile item schedules allowing the user to specify relative dates that a schedule should occur.

**EXHIBIT B-3
REQUESTED CUSTOMIZATIONS**

DRAFT

Security/ Access	Enhance User Permissions with more granular levels of permission: No Access; Access; Add; Add/Edit; and Add/Edit/Delete	15	\$3,000	30	\$6,000	
TOTALS		305	\$61,000	600	\$120,000	

Schedule D: FEES

Description		Qty	Unit Cost	Total	Payment Due Date
Licenses					
i2iTracks Enterprise License	Base Software with Unlimited Simultaneous Users, implementation, and an elective of 5 days of on-site training.	1	\$170,000.00	\$170,000.00	Due upon execution of Agreement and receipt of invoice
Licenses Total			\$170,000.00		
Interfaces					
i2i Links – Electronic Data Repository (EDR)	Interface to the Electronic Data Repository (EDR) via i2i standard HL7 interface.	1	\$50,000.00	\$50,000.00	Due within 30 days following the Installation Date and receipt of Invoice.
Lab Interface – HL7	Lab data from multiple sources.	1	\$20,000.00	\$20,000.00	
Immunization Interface – CAIR	CAIR Immunization Interface.	1	\$7,200.00	\$7,200.00	
Interfaces Total			\$77,200.00		
Professional Services					
i2i Professional Services – Business Analyst	40 hrs of data analysis work.	40	\$200.00	\$8,000.00	Due upon delivery of services within 30 days following receipt of Invoice.
Services Total			\$8,000.00		
Training					
I2i University – Onsite Training	One day of on-site training & consulting without prepaid travel expenses included.	15	\$1,500.00	\$22,500.00	Due upon delivery of services within 30 days following receipt of Invoice.
Training Travel Expense	Travel expenses for training.	20	\$500.00	\$10,000.00	
Training Total			\$32,500.00		
TOTAL ONE-TIME COSTS					
	Total: (already paid in full)		\$287,700.00		
	Payment Schedule				
	License fee due with signed contract		\$170,000.00		
	Due on installation		\$77,200.00		
	Due on delivery		\$40,500.00		
ANNUAL FEE: Annual Support and Maintenance Fee *¹					
	Total (includes the following):		\$50,070.00		
	- i2iTracks Enterprise License		\$34,000.00		
	- i2iLinks EDR		\$10,000.00		
	- Lab Interface – HL7		\$4,000.00		
	- Immunization Interface – CAIR		\$1,440.00		
	- EyePACs Interface		\$630.00		
NOT-TO-EXCEED COSTS: Requested Customizations *²					
	Total		\$150,000.00		
	- Additional Customization and Professional Services		15,000		
POOL DOLLARS: for Optional Work *³ (Not to Exceed Amount)					
	Each Renewal Term		\$5,007		

¹ The Annual Support & Maintenance Fee is payable in 2 installments of \$25,035.00 per installment, due every six months in accordance with Section V(d) (Payments) of the Maintenance and Support Agreement.

² Refers to the Requested Customization work as set forth in Section II(a)(4) of the Maintenance and Support Agreement.

³ The hourly rates for Optional Work are set forth in Section V(e) of the Maintenance and Support Agreement.

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

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

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access,

receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.

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

1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.

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

- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

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

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

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

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

5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.

5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security

Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that includes any available information about the following:

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

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, any available information about the following:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
 - (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
 - (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 60 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

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

7. ACCESS TO PROTECTED HEALTH INFORMATION

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

Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

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

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

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

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

11. AVAILABILITY OF RECORDS

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

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

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

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

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

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

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

14. INDEMNIFICATION

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or

relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California; provided that, however, Covered Entity shall (a) promptly notify Business Associate of any claim subject to indemnification (provided that the failure to promptly notify shall only relieve Business Associate of its indemnification obligation to the extent that such failure materially impacts Business Associate's response or defense; (b) gives Business Associate the right to control and direct the defense and settlement of any such claim, as long as the settlement does not include any financial obligation or admission of liability for Covered Entity; and (c) cooperates fully with Business Associate for the defense of any such claim.

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

15. OBLIGATIONS OF COVERED ENTITY

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

16. TERM

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

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order,

Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part

164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct no more frequently than once per year a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.\.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase

Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, that gives rise to Contractor's status as a Business Associate.

20. MISCELLANEOUS PROVISIONS

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

Enriching Lives



November __, 2013

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Fax 213.580.0017
www.lacountyarts.org

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:

Board of Supervisors

Gloria Molina
Mark Ridley-Thomas
Zev Yaroslavsky
Don Knabe
Michael D. Antonovich

**RECOMMENDATION TO DEACCESSION AND DONATE
THE FORMER MANHATTAN BEACH LIBRARY ARTWORK
TO THE CITY OF MANHATTAN BEACH
(ALL DISTRICTS) (4 VOTES)**

Commissioners

Peter Lesnik
President

Jesus A. Reyes
Vice President

Harold L. Karpman, M.D.
Secretary

Bettina Korek
Executive Committee

Tomas J. Benitez
Pamela Bright-Moon
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Laurel Karabian
Mattie McFadden-Lawson
Alis Clausen Odenthal
Ronald D. Rosen
Araceli Ruano
Hope Warsaw

Laura Zucker
Executive Director

SUBJECT

Request approval to deaccession a County-owned artwork in the former County library in the City of Manhattan Beach and to donate the deaccessioned artwork to the City of Manhattan Beach for public display within the city.

IT IS RECOMMENDED THAT YOUR BOARD:

Deaccession the artwork by Lee Whitten, created for the Manhattan Beach Library in 1975, from the County Civic Art Collection.

Donate the artwork by Lee Whitten to the City of Manhattan Beach, and authorize the Executive Director of the Arts Commission to prepare and execute an Artwork Transfer Agreement with the City of Manhattan Beach, subject to approval as to form by County Counsel, to effectuate the donation of the artwork.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

County Civic Artwork Deaccession/Donation

On August 9, 2011, the County approved and established the Manhattan Beach Library Project, Capital Project No. 69571, for the purpose of demolishing the former County Library located at 1320 Highland Avenue in the City of Manhattan Beach, and the construction of a new County library located within the jurisdictional boundaries of the City. Demolition of the former library required removal of an architecturally integrated tile wall mural at the entrance of the library. The artwork was a 14'-6" wide x 12' tall site-specific tile mural, previously affixed to the building exterior, by California artist Lee Whitten, commissioned in 1975 by the County for that building.

In 2004, the Board approved the Civic Art Policy for the County, which authorized the Arts Commission to establish procedures to implement the Civic Art Policy. Under existing Civic Arts Procedures, adopted by the Arts Commission in 2009, the County retains the right to deaccession any civic art on County property if the site for the artwork will be destroyed or altered in a significant way.

The Arts Commission evaluated options to place the tile mural into the new library building. Through public input and close coordination with the City of Manhattan Beach, the County Public Library and the Arts Commission determined the tile mural would not be suitable for the new building.

However, because the artwork was designed for the City of Manhattan Beach and has been on public view in Manhattan Beach for 38 years, there was a strong desire for it to remain there. Other potential County owned sites were studied, but there are no other County owned buildings in Manhattan Beach that could accommodate the tile mural without significantly altering its size, design and artistic intent.

Deaccession and removal of an artwork from the County's civic art collection requires Board approval. As dictated in the approved Civic Art Procedures, staff has consulted with County Counsel and received written approval from artist Lee Whitten on June 6, 2013 to deaccession the artwork from the County's collection. Also in accordance with Civic Art Procedures, the artist was offered the opportunity to purchase the art at its current appraised value and he declined to do so. Procedures dictate several additional options for removal of an artwork from the County Collection: offering it for sale, destroying it, or donating it to a municipality, museum or nonprofit organization.

In this case, donating the tile mural to the City of Manhattan Beach, which has already provisionally selected a site for the installation and display of the artwork to the public pending Board approval, serves the goals and objectives of the County's Civic Art Policy. The City of Manhattan Beach's established Art in Public Places program can receive and maintain a public artwork. Additionally, the city shares the County's goal of promoting artistic and cultural experiences for its citizens.

Upon your Board's approval, the artwork will be deaccessioned from the County civic art collection and will be donated to, and become the property of, the City of Manhattan Beach through an Artwork Transfer Agreement.

FISCAL IMPACT/FINANCING

The County cost to prepare the mural for deaccession and donation is \$28,900. County Public Library has budgeted this amount for the removal, restoration and reinstallation of the tile mural. No additional funds are required.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 9, 2011 your Board approved the Manhattan Beach Library Project, Capital Project No. 69571.

On August 20, 2013 the ceramic tile mural by Lee Whitten was removed from the former library during the demolition of the building.

On October 7, 2013 the Arts Commission approved the deaccession of the ceramic tile mural by Lee Whitten from the Civic Art Collection and donation to the City of Manhattan Beach and recommends your Board approves the deaccession and donation of the artwork.

On November 5, 2013 the City of Manhattan Beach approved receipt of the donation of the ceramic tile mural by Lee Whitten from the former library and approved the new location on City property wall at the entrance of the civic center parking garage located near the intersection of 15th Street and Morningside Street, pending approval from your Board.

On November 5, 2013 the City of Manhattan Beach approved an Artwork Transfer Agreement between the County of Los Angeles and the City of Manhattan Beach to transfer ownership of the former Library Artwork from the County to the City. The Agreement will be executed pending approval from your Board.

ENVIRONMENTAL DOCUMENTATION

The deaccessioning and donation of the existing mural, and the acceptance of funds for the creation of artwork for the new library, are exempt from and/or not subject to the California Environmental Quality Act (CEQA) pursuant to section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that there is no possibility that such activities may have a significant effect on the environment.

CONTRACTING PROCESS

On (add date) the City of Manhattan Beach City Council approved the Transfer of Ownership Agreement between the County of Los Angeles and the City to transfer ownership of the ceramic tile mural by Lee Whitten from the former Library building. This contract has been negotiated and requires your Board approval to be finalized.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The deaccession and transfer of ownership relieves the County of future maintenance costs and liability of the artwork. Donating it the City of Manhattan Beach for public display ensures the artwork will remain accessible in the vicinity of the new Library, retaining its historic connection to the County.

Respectfully submitted,

Laura Zucker
Executive Director

LZ:MB:MCH

Attachments

cc: Executive Office, Board of Supervisors
County Counsel
Public Library
Public Works

ARTWORK TRANSFER AGREEMENT

This Artwork Transfer Agreement ("Agreement") is entered into this ____ day of _____, 2013, by and between the County of Los Angeles ("County"), a body corporate and politic and a political subdivision of the State of California, by and through the Los Angeles County Arts Commission ("Commission"), on the one hand, and the City of Manhattan Beach ("City"), a body corporate and politic, on the other hand. This Agreement is made with reference to the following facts:

RECITALS

A. The County is the owner of an original artwork titled, *Untitled (For Jack)* by artist Lee Whitten ("Artwork"). The Artwork consists of a ceramic tile mural, 14'-6" wide by 12'-0" tall. The Artwork was commissioned by the County for installation in the former Manhattan Beach Library building, and was affixed to the exterior of that building from 1975 until August 2013. In August 2013, the former Manhattan Beach Library building was demolished as part of a project to build a new County library facility within the City. Prior to demolition of the former library building, the County engaged a professional artwork conservator which removed the Artwork, with the exception of a portion of the Artwork which had been affixed to the interior of the former library building, and secured it in storage; and

B. The County and City desire that the Artwork, which was commissioned for and displayed in the City for nearly 40 years, continue to be displayed in the City on City-owned property for the benefit of the public; and

C. The City agrees to accept the Artwork for the purpose of incorporating it into the City's Art in Public Places program.

NOW, THEREFORE, in consideration of the promises, conditions, and mutual covenants set forth herein, the parties hereto do agree as follows:

AGREEMENT

1. Installation of the Artwork on City Property. The County will, at its sole cost, contract with a professional conservator to install the Artwork on City-owned property, at a location to be selected by the City. Installation of the Artwork will be performed in a workmanlike manner and will be free of defects in workmanship and materials. The County will also, at its sole cost, install a didactic plaque near the installed Artwork. The City will assist the County as needed to achieve the installation of the Artwork, and will at its sole cost obtain any permits or other approvals, including any environmental approvals required by State or local law, necessary to authorize or allow the installation of the Artwork. The County will consult with the City prior to installation concerning any specifications, safety procedures, and local laws and regulations related to the installation of the Artwork, and shall conduct the installation in conformance with any applicable laws and regulations.

2. Transfer of Ownership. Any and all right, title and interest in and to the Artwork will transfer from the County to the City upon the City's formal acceptance of the Artwork pursuant to Paragraph 3, below.

3. Acceptance. The County shall notify the City in writing when the Artwork installation pursuant to Paragraph 1, above, is complete. The City shall provide the County with a formal acceptance within 10 days of receipt of a notice of complete installation, except that if the City identifies one or more substantial defects in workmanship in the installation of the Artwork, the City shall provide the County within 10 days of receipt of the notice of complete installation with a written notice of required corrections which specifies any defects. If the City issues a notice of required corrections, the County will work in good faith to correct any substantial defects, and will provide the City with a new notice of complete installation upon correction thereof. If the County and the City disagree as to whether a claimed defect is a substantial defect in workmanship in the installation of the Artwork, the parties will meet and confer in good faith to reach a satisfactory solution, taking into account the purposes and goals of this Agreement. The condition of the Artwork, which the City is agreeing to accept in a restored condition pursuant to Paragraph 4, below, is not a defect in workmanship in the installation of the Artwork for the purposes of this paragraph.

4. Condition of Artwork. The City agrees that it the Artwork will be installed in a restored condition, and that the Artwork may not be identical to the Artwork as it existed when installed in the former Manhattan Beach Library, including but not limited to differences in its dimensions, tile orientation, condition, and/or character. Except for the express representations and warranties set forth herein, the City agrees that the County has not made, does not make, and specifically negates and disclaims any representations or warranties of any kind or character whatsoever, whether expressed or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Artwork.

5. Use. Commencing upon the City's formal acceptance of the Artwork pursuant to Paragraph 3, above, the City shall, at its sole cost, maintain the Artwork in a public place for the benefit of the public, and shall incorporate the Artwork into the City's Art in Public Places program. The City agrees not to remove the Artwork from its location as installed pursuant to Paragraph 1, above, except where required for reasons of public safety, where the Artwork is threatened by demolition or other action which may damage or destroy the Artwork, or after 25 years from the date of installation. In the event the City removes the Artwork from its location as installed pursuant to Paragraph 1, above, the City agrees to make best efforts to relocate the Artwork for continued public display in Los Angeles County for the benefit of the public, or to donate the Artwork for public display in Los Angeles County. In no event shall the City sell or transfer the Artwork, or authorize any person or entity to sell or transfer the Artwork, for any amount, whether monetary or in kind.

6. Additional Documentation. Upon the City's formal acceptance of the Artwork pursuant to Paragraph 3, above, the County will provide the City with a conservation record of the Artwork, maintenance guidelines, and biographic and contact information for the artist.

7. Defects in Workmanship Within One Year of Installation. The City acknowledges that the County's agreement with a professional conservator for the installation of the Artwork pursuant to Paragraph 1, above, may provide that the conservator will remedy, at no cost, any defects in workmanship evident or appearing within one year of installation of the Artwork. In the event the City discovers any such defect in workmanship within one year of the date of the installation of the Artwork, the City may contact the County to discuss whether such defect is within the scope of the conservator's contract with the County and, if so, the County will work in good faith with the conservator to ensure that such defects are remedied by the conservator. In consideration of the County's donation of the Artwork and the installation by the County of the Artwork on City-owned property, the City hereby covenants not to sue, and waives and agrees to hold harmless the County, for any and all claims related to or arising from defects in workmanship in the installation of the Artwork.

8. Indemnification.

a. The County shall indemnify, defend and hold harmless the City, its elected and appointed officers, employees, and agents ("City Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the County's acts and/or omissions arising from and/or relating to this Agreement, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising under the Visual Artists Rights Act (VARA) (17 U.S.C. § 106A, et seq.) or the California Art Preservation Act (CAPA) (Cal. Civ. Code § 987, et seq.), except for such loss or damage arising from the sole negligence or willful misconduct of the City Indemnitees.

b. The City shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the City's acts and/or omissions arising from and/or relating to this Agreement, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising under the Visual Artists Rights Act (VARA) (17 U.S.C. § 106A, et seq.) or the California Art Preservation Act (CAPA) (Cal. Civ. Code § 987, et seq.), except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

c. In contemplation of the provisions of section 895.2 of the California Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement, as defined by section 895 of the

California Government Code, the parties hereto, as between themselves, pursuant to the authorization contained in sections 895.4 and 895.6 of the California Government Code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees, by law for injury caused by negligent or wrongful act or omission occurring in the performance of this Agreement to the same extent that such liability would be imposed in the absence of section 895.2. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party for any liability imposed solely by virtue of section 895.2. The provision of section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. Each party certifies that it has adequate self-insured retention of funds to meet any obligation arising under or related to this Agreement.

9. Default Regarding Use of County Lobbyists. The City and each County lobbyist or County lobbying firm, as defined in section 2.160.010 of the Los Angeles County Code ("County Code"), retained by the City shall comply with the County Lobbyist Ordinance, Chapter 2.160 of the County Code. Failure on the part of the City or any County lobbyist or County lobbying firm retained by the City to comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

10. Notices. Any written notices required by this Agreement shall be made by personal delivery, registered or certified mail, postage prepaid, to the address indicated below:

City: David Carmany
City Manager
City of Manhattan Beach
1400 Highland Avenue
Manhattan Beach, CA 90266

County: Laura Zucker
Executive Director
Los Angeles County Arts Commission
1055 Wilshire Blvd, Suite 800
Los Angeles, CA 90017

11. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but of which together shall constitute one and the same instrument.

12. Authorization, Approvals, Binding Nature. This Agreement has no force and effect and is not binding on either party unless and until it is approved by the Los Angeles County Board of Supervisors and the City of Manhattan Beach City Council, and the County and the City have fully executed this Agreement.

13. Severability. In the event any portion of this Agreement is declared invalid, illegal, or unenforceable by a court of competent jurisdiction, such portion will be

severed from the Agreement, and the remaining parts hereof will remain in full force and effect as fully as though such invalid, illegal, unenforceable portion had never been part of the Agreement, provided the remaining Agreement can reasonably and equitably be enforced.

14. Binding on Successors. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

15. Choice of Law and Venue. This Agreement shall be construed in accordance with the internal laws of the State of California. Venue for any action related to or arising out of this Agreement shall be in Los Angeles County Superior Court.

16. Waiver. The failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of such provision or any other provision, or any subsequent breach thereof.

17. Captions. The captions appearing in this Agreement are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such paragraphs of this Agreement nor in any way affect this Agreement.

18. Agreement as Product of Negotiation and Assistance of Counsel. The parties acknowledge and agree that the terms and provisions of this Agreement have been negotiated and discussed between the parties and their attorneys, and this Agreement reflects their mutual agreement regarding the same. Because of the nature of such negotiations and discussions, it would be inappropriate to deem any party to be the drafter of this Agreement, and therefore, no presumption for or against validity or as to any interpretation hereof, based upon the identity of the drafter, shall be applicable in interpreting or enforcing this Agreement. Each party hereto either had the assistance of counsel or had counsel available to it in the negotiation for, and the execution of, this Agreement, and all related documents.

19. Required Action of the Parties. The County and the City agree to execute all such instruments and documents and to take action as may reasonably be required in order to achieve and consummate the terms, provisions, and purposes of this Agreement.

20. Survival. The covenants, agreements, representations and warranties made herein are intended to survive the consummation of the transfer of the Artwork.

21. Expiration. This Agreement will expire at 5:00 p.m. on October 1, 2038, except that the provisions of Paragraphs 5 and 8, above, shall survive such expiration and continue in perpetuity.

22. Amendments. The Agreement may only be amended in a writing approved by the Los Angeles County Board of Supervisors and the City of Manhattan Beach City Council, and fully executed by the parties hereto.

23. Integration/Merger. This Agreement contains the entire agreement of the parties with the respect to the transaction contemplated hereby and supersedes any prior agreement, oral or written, between the City and County, about the subject matter hereof. No contemporaneous or subsequent agreement, amendment, representation or promise made by either party, shall be of any effect unless it is in writing and executed by the parties hereto.

24. Interpretation. Unless the context of this Agreement clearly requires otherwise: (i) the plural and singular numbers shall be deemed to include the other; (ii) the masculine, feminine and neuter genders shall be deemed to include the others; (iii) "or" is not exclusive; and (iv) "includes" and "including" are not limiting.

IN WITNESS THEREOF, the County and the City have executed this Agreement as of the day, month, and year first above written.

COUNTY OF LOS ANGELES

Date: _____, 2013

By: _____
LAURA ZUCKER, Executive Director
Los Angeles County Arts Commission

APPROVED AS TO FORM:

John F. Krattli
County Counsel

By _____
Joseph M. Nicchitta
Deputy County Counsel

CITY OF MANHATTAN BEACH

Date: _____, 2013

By: _____
DAVID CARMANY, City Manager
City of Manhattan Beach

APPROVED AS TO FORM:

By: _____
Quinn Barrow
City Attorney



COUNTY OF LOS ANGELES

CHIEF INFORMATION OFFICE

350 S. Figueroa St., Suite 188
World Trade Center
Los Angeles, CA 90071

RICHARD SANCHEZ
CHIEF INFORMATION OFFICER

Telephone: (213) 253-5600
Facsimile: (213) 633-4733

November 19, 2013

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

Dear Supervisors:

AGREEMENT BETWEEN COUNTY OF LOS ANGELES AND PICTOMETRY INTERNATIONAL CORP. FOR DIGITAL AERIAL DATA

(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request Board approval of Chief Information Office (CIO) agreement with Pictometry International Corp. for the acquisition of Digital Aerial Data products, which will update existing data acquired in 2006, 2008, and 2011.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Chief Information Officer to execute a four-year Agreement (Attachment A) between the County of Los Angeles and Pictometry International Corp. (Pictometry), and all related documents, in the amount of **\$2,261,095.85**, to provide for the acquisition of countywide aerial imagery products including 4 inch pixel resolution color orthogonal imagery, updates building representations, and pool dollars. The effective date of the Agreement shall be the date of execution of the Agreement by County and Pictometry.
2. Approve and authorize the Chief Information Officer to finalize and execute Amendment No.4 (Attachment B) to the existing Agreement between the County of Los Angeles and Dewberry & Davis Services Operations, Inc. (Dewberry & Davis) to acquire digital aerial data quality assurance/quality control, creation of one foot resolution images, and distribution services of all Los Angeles Regional

Imagery Consortium (LAR-IAC) 4 data products to the project participants. This Amendment will extend the contract term for one year effective upon Board approval with two one-year options at the County's discretion and increase the maximum contract sum by **\$600,000**, from \$1,699,517 to \$2,269,517.

3. Delegate authority to the Chief Information Officer to execute future amendments to the Agreement with Pictometry to add other products (Digital Terrain Data) and phases when it is determined that funding from Project Participants will ensure full cost recovery, subject to the review and approval of County Counsel, and notification to your Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this Agreement will enable Pictometry to acquire high resolution oblique imagery, orthogonal imagery, and building representations of the entire Los Angeles County region.

This imagery will be distributed to members of the Los Angeles Region-Imagery Acquisition Consortium (LAR-IAC), which was established in 2003 to significantly reduce the cost of this imagery for the entire county region by sharing acquisition and processing costs between the County and other public entities.

LAR-IAC has delivered highly accurate digital aerial images and elevation datasets to participants. The sharing of costs has saved participants an estimated \$14 million in acquisition costs since program inception. 74 cities, County departments, and agencies have benefited through these cost savings. These entities are listed in Attachment 1.

The integration of high quality aerial imagery with Geographical Information Systems (GIS) has been demonstrated to significantly increase worker productivity and quality, and improved service to constituents. Orthogonal and oblique imagery and associated data allows users to zoom in on any parcel and see all sides of buildings to measure heights, look at structures from several different angles, find elevation for any point on the image, etc. The imagery is helping departments in many activities especially with property assessment, facilities management, flood control, road design, planning and zoning activities, and zoning enforcement.

The County's Enterprise GIS Program will store and provide access to the data from the Central GIS Repository.

Performance Measures

A separate agreement with Dewberry provides detailed quality assurance and control services that provides outside expertise to measure Pictometry's work performance on fifteen (15) deliverables outlined in the Agreement, which include, among others, project

work plans, data quality and accuracy, delivery schedule, and success of online access methods.

Implementation of Strategic Plan Goals

LAR-IAC4 supports the following County Strategic Goals:

1. Service Excellence

The acquired imagery will assist in providing the public with personalized spatially specific information and direct services through web-based spatially enabled imagery (land use, law enforcement, access to County service locations, etc.).

2. Workforce Excellence

Use of this imagery, combined with other data layers (parcel data, street networks, service boundaries, political boundaries, etc.), will allow the County workforce to make better decisions by adding a visual context to constituent issues and needs. Imagery will also provide information to correct errors in parcel, land use and permit tabular data.

3. Organizational Effectiveness

The use of standardized imagery will introduce a common language tool to all County Departments and outside participating agencies to visualize the same land use issues in the same way through a common geospatial image and data layers. The service delivery systems are more efficient because the cost of the imagery and tools are shared and will allow participating departments and agencies to concentrate on their core missions.

4. Fiscal Responsibility

By sharing the cost for acquiring this data, the County will save 40% over the cost of obtaining this necessary imagery independently.

FISCAL IMPACT/FINANCING

The maximum total County obligation for the term of the Pictometry Agreement and Dewberry Amendment (Contract Sum) is **\$3,009,008.85**, and the County's share will be reduced by the amounts contributed by the participating public entities. Each of the prior LAR-IAC acquisitions have resulted in a surplus which has been applied to reduce the cost of the next acquisition. A surplus of \$105,000 from LAR-IAC3 will be applied to LAR-IAC4. To date, the written and verbal expressions of interest received by County from public entities interested in participating in the LAR-IAC4 will reduce the net County obligation to \$1.5 million (a 50% savings). County costs are included in departmental cost allocations from the Enterprise GIS Program, therefore no additional County funds are required.

Bridge funding of \$2 million from the Information Technology Fund (ITF) has historically been authorized to ensure full funding of this program until such time that contributions have been received from participating public entities.

The LAR-IAC program is structured to require no additional Net County Costs.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

This Agreement with Pictometry will become effective upon its execution by the Chief Information Officer (Effective Date) and Pictometry, and will continue for the Initial Term of four (4) years. Initial deliveries of imagery are expected within the first month of flights, with final delivery anticipated by September 15, 2014.

The Agreement contains all the latest Board mandated provisions, such as the Federal Earned Income Tax Credit, Consideration of GAIN/GROW Program Participants for Employment, Compliance with Jury Service Program, Defaulted Property Tax Reduction Program, Safely Surrendered Baby Law and Prohibition against Assignment and Delegation.

The Agreement also contains all applicable provisions to protect the County in the event of delayed or deficient performance and/or breach of warranties, including performance security such as a performance bond, system warranties, intellectual property indemnification and deliverable payment withholds.

This Agreement has been reviewed and approved as to form by County Counsel.

CONTRACTING PROCESS

On July 11, 2013, CIO released an open and competitive Request for Proposals (RFP) for Digital Aerial Data. Five (5) companies which, based on County's research and past contacts, provide Digital Aerial Data solutions, were notified of the RFP via direct e-mail. The RFP document was also posted as a contracting opportunity announcement on the County's "Doing Business with Us" website. Eleven (11) providing Digital Aerial Data companies attended a Mandatory Proposer's Conference on August 1st, 2013.

Vendor Selection Process

Two (2) companies responded by the August 22, 2013 RFP submission deadline. In compliance with Board Policy 5.054 County's Evaluation Methodology for Proposals and 5.055 Services Contract Solicitation Protest guidelines and procurement protocols, an evaluation committee, consisting of export staff from various LAR-IAC Participating Agencies, performed a detailed assessment and evaluation of the proposals. It was

determined by the evaluation committee that both of the proposals received met the County's minimum requirements and had the capability of providing the required work.

Following scoring of the proposals based on the evaluation criteria and guidelines, the evaluation committee recommended Pictometry for award based on the lowest cost and highest overall evaluation score. As part of its proposal, Pictometry also accepted all of the terms and conditions included in the Required Agreement attached to the RFP.

The non-selected proposer was notified per County guidelines on September 9, 2013, subsequent to which the vendor requested a debriefing. The debriefing was held via web conference on Friday, September 13, 2013.

This Agreement is not a Proposition A contract and is, therefore, not subject to the requirements of the Living Wage Program (County Code Chapter 2.201)

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The acquisition of updated Digital Aerial Data as part of LAR-IAC4 will achieve the following benefits:

- Cost savings: 40% on imagery acquisition costs based on the collaboration with other public entities, volume discount pricing and cost-sharing through the joint acquisition strategy.
- Cost savings: 50%-75% reduction in the indirect costs associated with the legal and procurement process by eliminating multiple procurements of the same product.
- Increased worker productivity: High levels of precision in digital aerial imagery tools will reduce time spent on site visits and provide a more comprehensive view of land use issues.
- Enhanced decision support: Digital imagery will aid in understanding and providing a context to constituent issues regarding land use issues at Board meetings, community meetings, hearings, etc.
- Service enhancement: Unifying digital aerial imagery will improve communication among all LA County government entities.
- Service enhancement: Integration of digital aerial imagery with GIS parcel databases and other GIS layers will provide a better context for improving the decision-making process.
- Future cost avoidance: Elimination of multiple acquisitions from agencies for the same area.

CONCLUSION

The Honorable Board of Supervisors

November 19, 2013

Page 6

The approval of this Agreement will allow LAR-IAC to move forward with the acquisition and deployment of oblique imagery, orthogonal imagery, and updated building representations, and achieve the goal of cost saving and increased benefits to our constituents through meaningful public agency collaboration and partnerships.

Upon your Board's approval, it is requested that the Executive Officer, Board of Supervisors, return three (3) adopted stamped Board letters to Mark Greninger at the Chief Information Office or email at mgreninger@cio.lacounty.gov.

Respectfully submitted,

RICHARD SANCHEZ
Chief Information Officer

Attachments (3)

c: County Counsel

EXHIBIT A

LAR-IAC PARTICIPANTS

#	Cities	LAR-IAC 1	LAR-IAC 2	LAR-IAC 3
1	City of Agoura Hills	X		X
2	City of Azusa	X	X	
3	City of Bellflower			X
4	City of Beverly Hills	X	X	X
5	City of Burbank	X	X	X
6	City of Carson	X	X	X
7	City of Cerritos	X	X	
8	City of Claremont		X	X
9	City of Covina	X	X	
10	City of Culver City	X	X	X
11	City of Diamond Bar	X	X	
12	City of Downey	X		X
13	City of El Segundo	X	X	X
14	City of Glendale	X	X	X
15	City of Hermosa Beach	X	X	X
16	City of Industry	X	X	X
17	City of Inglewood	X	X	X
18	City of Irwindale	X	X	
19	City of La Canada Flintridge	X	X	X
20	City of La Habra Heights	X	X	
21	City of Lakewood	X	X	X
22	City of Lancaster	X		
23	City of Long Beach	X		X
24	City of Los Angeles	X	X	X
25	City of Manhattan Beach	X	X	X
26	City of Monrovia	X		
27	City of Monterey Park	X	X	
28	City of Palmdale	X		
29	City of Pasadena	X	X	X
30	City of Redondo Beach	X	X	
31	City of San Dimas			X
32	City of Santa Clarita	X	X	X
33	City of Santa Fe Springs	X		X
34	City of Santa Monica	X	X	X
35	City of South El Monte	X	X	
36	City of South Pasadena			X
37	City of Torrance	X	X	X
38	City of Westlake Village	X		
39	City of Whittier	X	X	X

#	Agencies	LAR-IAC 1	LAR-IAC 2	LAR-IAC 3
County Departments				
40	Agricultural Commission/Weights and Measures	X	X	X
41	Chief Executive Office/Office of Emergency Management	X	X	X
42	Department of Animal Care & Control			
43	Department of Beaches & Harbors	X	X	X
44	Department of Children & Family Services			
45	Department of Community & Senior Services			
46	Department of Health Services	X	X	X
47	Department of Mental Health			
48	Department of Parks & Recreation	X	X	X
49	Department of Public Health	X	X	X
50	Department of Public Social Services			
51	Department of Public Works	X	X	X
52	Department of Regional Planning	X	X	X
53	Fire Department		X	
54	Internal Services Department	X	X	X
55	Office of the Assessor	X	X	X
56	Probation Department			
57	Public Library		X	X
58	Registrar-Recorder/County Clerk	X	X	X
59	Sheriff's Department		X	X
Local Agencies				
60	Alameda Corridor Transportation Authority		X	
61	Caltrans	X		
62	LA County Sanitation Districts	X		
63	LARGIN (LA Region Gang Information Network)	X	X	
64	Port of Los Angeles	X	X	X
65	Santa Catalina Island Conservancy	X	X	
66	US Geological Survey		X	
67	Amigos de Los Rios			X
68	US National Guard			X
69	Los Angeles Air Force Base			X
Educational Institutions				
70	Palos Verdes on the NET			X
71	California State University Long Beach	X	X	X
72	California State University Los Angeles		X	
73	University of Southern California (USC)	X	X	X
74	University of California at Los Angeles (UCLA)	X	X	X

Board IT Agenda Items

Department	Board IT Agenda Item	Description	Amount	CEO Cluster	New Term	Planned Hearing Date
DHS	Amendment 2 to Agreement with University HealthSystem Consortium (UHC)	<p>Extends existing term for 6 months, commencing January 1, 2014, to continue using the existing Patient Safety Net system (PSN) while coordinating the successful implementation and adoption of Safety Intelligence (SI), the successor software platform.</p> <p>Funding Source: DHS FY 2013-14 Operating Budget Existing Agreement: H-701781</p>	\$56,000	Health & Mental Health Services	6 months (Jan. 1, 2014 - Jun. 30, 2014)	11/5/2013
DCFS	Sole Source Agreement with SAS, Inc.	<p>SAS, Inc. to provide consultants to pilot the Advanced Analytics Data Mining project to be used to estimate children at risk and to improve child welfare operations within the department. The proposed pilot would involve DCFS providing to SAS, Inc. three years of de-identified historical data from the existing data structures. SAS, Inc., would link data across the systems and apply its analytic data mining capabilities to identify when certain cases should have merited closer attention.</p> <p>Funding Source: DCFS FY 2013-14 Operating Budget (NCC) Existing Agreement: N/A</p>	\$99,000	Children & Families Well-being	1 year	11/5/2013
TTC	Amendment 4 to Agreement with CORE Business Technologies	<p>Approval of Amendment 4 to Agreement with CORE Business Technologies (CORE), to:</p> <p>(a) increase the maximum Contract Sum by \$175,135 to a total of \$970,305;</p> <p>(b) extend the current term of the maintenance, support, and professional services agreement for the Automated Cashiering System (System); and</p> <p>(c) provide funding for necessary upgrades to the System</p> <p>Funding Source: Department's FY 2013-14 Operating Budget Existing Agreement: 74597</p>	\$175,135	Operations	6-month extension (through Jan. 2015) + 4 one-year optional extensions	11/19/2013
ISD	Termination of Print Optimization and Related Support Services Contract	<p>Approve the termination for convenience of the print optimization and related support services contract with Ricoh Americas Corporation.</p> <p>Funding Source: NA Existing Contract: 77908</p>	NA	Operations	5 years	11/19/2013

Department	Board IT Agenda Item	Description	Amount	CEO Cluster	New Term	Planned Hearing Date
CIO	Los Angeles Region Imagery Acquisition Consortium (LAR-IAC) 4 Agreement	<p>Agreement to acquire digital aerial data for County and participating agencies.</p> <p>Funding Sources: ITF, County Dept Operating Budgets, and Participating Cities & Agencies Existing Agreement: LAR-IAC 3</p>	\$3.1M	Operations	3 years, with 9 optional years	11/19/2013
DHS	Amendment 1 to Agreement with i2i Systems	<p>Requests Board approval for:</p> <p>1. DHS to execute Amendment No. 1 to Agreement No. H-705186 with i2i Systems, Inc. to transfer the payment obligations from L.A. Care to the County with an annual maximum obligation of \$300,000 for the current term and annual maximum obligations of \$55,000 for each subsequent renewal term.</p> <p>2. Delegated authority to amend the Agreement to increase the annual maximum obligation by no more than 10% above the annual maximum obligation for a potential increase of \$30,000 per year for the current term and \$5,500 for the subsequent renewal terms, for unforeseen and unanticipated customization and professional service needs.</p> <p>Funding Source: DHS FY 2013-14 Operating Budget Existing Agreement: H-705186</p>	\$400,000 + \$50,000 for each subsequent renewal term	Health & Mental Health Services	Requesting authority to spend only; No extension of existing Agreement term.	12/3/2013
DHS	Amendment to Cerner Agreement (ORCHID)	<p>Request for Amendment to Cerner Agreement to enable Cerner to provide additional training to DHS staff in advance of ORCHID's Go Live date in the first cluster, and to purchase the Cerner's integrated Cardiology solution, as contemplated in the original Agreement.</p> <p>Funding Source: NA (no additional funding being requested) Existing Agreement: H-705407</p>	\$0 (Requesting authority to spend existing funds - no additional funding is needed)	Health & Mental Health Services	NA (No change to agreement term)	12/3/2013

Department	Board IT Agenda Item	Description	Amount	CEO Cluster	New Term	Planned Hearing Date
DPW	Award of Contract for Seawater Barriers Maintenance Services for Telemetry System and Appurtenances at the Alamitos Barrier Project, Dominguez Gap Barrier Project, and West Coast Basin Barrier Project	<p>This action is to award a contract for preventative maintenance for the Seawater Barriers Telemetry System and appurtenant equipment at the Alamitos Barrier Project, Dominguez Gap Barrier Project, and West Coast Basin Barrier Project.</p> <ul style="list-style-type: none"> • Background: Public Works operates three seawater intrusion barriers, which inject freshwater into the aquifer system in order to create a protective pressure ridge and prevent seawater from contaminating a potable source of groundwater supply. The seawater barriers consist of the Alamitos Barrier Project (ABP), the Dominguez Gap Barrier Project (DGBP), and the West Coast Basin Barrier Project (WCBBP). The Seawater Barriers Telemetry System consists of injection wells, observation wells, and related appurtenances. The system collects timely and accurate injection rate and groundwater level information and allows operators to view a continuous record of injection rates and see how changes in the injection rates impact groundwater levels in real-time. • Scope: The purpose of this as-needed contract is to provide preventative maintenance for the Seawater Barriers Telemetry System and appurtenant equipment to maintain its maximum performance. Work to be accomplished consists of inspecting and maintaining the Seawater Barriers Telemetry System facilities. In addition, the Contractor may be called upon to perform as-needed troubleshooting services, repairs, or modifications to the Seawater Barriers Telemetry System equipment and components. <p>Funding Source: Internal Service Fund, then reimbursed by Flood Control District Fund (No County General funds) Existing Agreement: None</p> <p>NO CIO ANALYSIS REQUIRED PER PL</p>	\$408,147 per year for up to 5 years	Community & Municipal Services	1 year, with four 1-year optional extensions	12/3/2013

Department	Board IT Agenda Item	Description	Amount	CEO Cluster	New Term	Planned Hearing Date
CIO/CEO/DHS/ DMH & DCFS	Countywide Master Data Management (CWMDM)	<p>Implement a Master Data Management solution for the entire County, to include:</p> <ol style="list-style-type: none"> 1. Development and maintenance of a catalog of enterprise data objects. (Data entities, Authoritative sources, Attributes, Values, Access control and policies). 2. Development and maintenance of a catalog of existing system interfaces. 3. Development of policies for enterprise information management. 4. Building of an Enabling Infrastructure (shared service) for enterprise information management, including Master Data Management; Enterprise Messaging and Service Bus; and Data Analytics. <p>Funding Source: ITF, CEO IT Fund, and PIF Existing Agreement: N/A</p>	TBD	Operations	TBD	12/31/2013
DHS	Amendment to Agreement with PST Products, dba Per-Se Technologies	<p>Amendment to Agreement with PST Products, dba Per-Se Technologies, regarding the Operating Room Scheduling Office System (ORSOS), located at various DHS hospital facilities, for delegated authority to reduce scope of services.</p> <p>Funding Source: DHS FY 2013-14 Operating Budget Existing Agreement: TBD</p>	\$600,000	Health & Mental Health Services	TBD	1/7/2014
DMH	Amendment No. 2 to Agreement with Netsmart Technologies (IBHIS)	<p>Amendment No. 2 to Agreement with Netsmart Technologies (IBHIS).</p> <p>Approx. Board Date: TBD Funding Source: Mental Health Services Act (MHSA) funds. No County funding required Existing Agreement: 77676</p>	TBD	Health & Mental Health Services	Request to add more funding only. Term of existing agreement remains unchanged.	
CIO	Amendment No. 2 to MSA 77036 with EMC Corporation	<p>Increase the annual contract amount from \$3,500,000 to \$4,500,000 for Calendar Year 2013; and delegate authority to CIO to execute a two-year option term.</p> <p>Approx. Board Date: TBD Funding Source: Participating Depts. FY 2013-14 Operating Budgets Existing Agreement: 77036</p>	\$4,500,000	Operations	N/A	

Department	Board IT Agenda Item	Description	Amount	CEO Cluster	New Term	Planned Hearing Date
CIO/LASD/FIRE/OEM	Extension of AlertLA Agreement with 21st Century Communications	1. Request one-year extension for AlertLA Mass Notification System with 21st Century Communications System. 2. Develop new RFP Approx. Board Date: TBD Funding Source: ITF Existing Agreement: 76945	N/A	Operations, Public Safety	1 year	
LASD	Multimodal Biometric Identification System (MBIS)	Development of an automated biometric identification system to replace current Cogent system. Approx. Board Date: TBD Funding Source: RAND Board Existing Agreement: N/A	TBD	Public Safety	TBD	
CIO	Use of ITF for Enterprise IT Security and Privacy Awareness Training Software	Use of ITF to acquire and implement the enterprise IT Security and Privacy Awareness training content for use in the County's Learning Net. Approx. Board Date: TBD Funding Source: ITF Existing Agreement: N/A	\$240,000	Operations	N/A	

RISK MANAGEMENT PLAN (RMP)
 (Previously: Risk Exposure Cost Avoidance Plan [RECAP])
STATUS REPORT – FISCAL YEAR 2012-13
 (Due August 30, 2013)

DATE	DEPARTMENT
August 29, 2013	Chief Information Office (080)

Summary and Assessment of Results:

Include a summary of your department's activities and an assessment of your results.

Note: The first two columns from the table below are from your Fiscal Year 2012-13 RECAP, Part 8, Departmental Risk Management Objectives.

Department: Chief Information Office (080)			
RISK MANAGEMENT OBJECTIVES	PROJECT ACTIVITY DESCRIPTION	RESPONSIBLE INDIVIDUAL	PROJECT COMPLETION DATE
Complete online CPOE training	All staff will be enrolled and required to complete online CPOE training.	Albert Navas, Risk Manager	August 31, 2012 for Managers December 31, 2012 for line staff
Coordinate Ergonomic Evaluations for staff	CEO Risk Management staff will conduct ergonomic evaluations for 30% of staff. CIO Administration will review the recommendations and procure the necessary equipment as budget allows.	Albert Navas Risk Manager	June 30, 2013

Department: Chief Information Office (080) – continued from previous page.

RISK MANAGEMENT OBJECTIVES	PROJECT ACTIVITY DESCRIPTION	RESPONSIBLE INDIVIDUAL	PROJECT COMPLETION DATE
Conduct “Increasing Respect in the Workplace” training	All staff will be enrolled and required to complete instructor-led “Increasing Respect in the Workplace” training.	Albert Navas Risk Manager	June 30, 2013

This status report should be submitted to:

Steven E. NyBlom
Chief Executive Office – Risk Management Branch
3333 Wilshire Boulevard, Suite 820
Los Angeles, CA 90010

Fax No. (213) 252-0404
Email: snyblom@ceo.lacounty.gov

Chief Information Office (080)

Risk Management Plan: FY 2013-14

(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



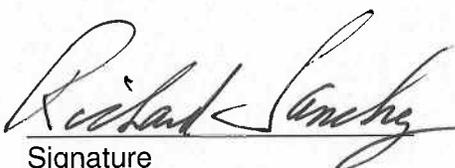
8/29/13

Risk Management Coordinator

Signature

Date

Richard Sanchez



8-29-13

Department Head

Signature

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 \$5,526,000 for FY 2013-14.

Due to the nature of the CIO's mission and operations, our risk exposure is relatively small from a Countywide 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;
- Completing on-line HIPAA Compliance.

	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.

Risk Management Plan / Mitigation Measure:

- 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, 2014

RISK MANAGEMENT ISSUE #2

Issue: The need to augment existing risk management efforts through HIPAA Compliance training.

Risk Management Plan / Mitigation Measure:

Ensure that this Countywide mandatory course is taken to further educate employees on the Health Insurance Portability and Accountability Act (HIPAA) and its impact on each individual in an organization.

Responsible Party: Marvin D. Brown, Risk Manager

Completion Date: September 23, 2013

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 2010-11	FY 2011-12	FY 2012-13	3-Year Average
WORKERS' COMPENSATION				
1. Number of Workers' Compensation claims filed during the period	0	4	0	1.33
2. Number of employees as of June 30	21	22	23	22
3. Workers' Compensation Claim Report Rate (number of claims reported per 100 employees) for the period	0	1	0	.33
Benchmark: Countywide Average Workers' Compensation Claim Report Rate (all departments)	11.68	11.19	11.40	11.42
Benchmark: Countywide Average Workers' Compensation Claim Report Rate (all departments, excluding Fire, Probation, Sheriff)	6.67	6.83	6.86	6.79
Benchmark: Countywide Average Workers' Compensation Claim Report Rate (Fire, Probation, Sheriff only)	25.04	22.78	23.46	23.76
4. Workers' Compensation expense paid during the period (including final accounting of allocated and unallocated expenses)	2,203	8,352	0	3,518.33
5. Workers' Compensation Expense Rate (expenses paid per current employee) for the period	0	4.5	0	1.5
Benchmark: Countywide Average Workers' Compensation Expense Rate (all departments)	\$3,266	\$3,505	\$3,633	\$3,468
Benchmark: Countywide Average Workers' Compensation Expense Rate (all departments, excluding Fire, Probation, Sheriff)	\$2,179	\$2,258	\$2,273	\$2,237
Benchmark: Countywide Average Workers' Compensation Expense Rate (Fire, Probation, Sheriff only)	\$6,167	\$6,822	\$7,241	\$6,743
6. Salary Continuation and Labor Code 4850 paid during the period (100%IA, 70%IA, MegaIA)	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 2010-11	FY 2011-12	FY 2012-13	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	0	0	0	0
18. Department operating budget	4,792,000	5,152,000	5,241,000	5,061,667
19. Cost of Risk (% total expenses paid / operating budget)	0	0	0	0
Benchmark: Countywide Cost of Risk	2.10%	2.21%	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 2010-11	FY 2011-12	FY 2012-13	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	1,852	778	0	876.66
24. Number of vehicle accidents involving Department-owned (or leased) vehicles per 100,000 miles	0	0	0	0
Benchmark: Countywide	1.60	1.78	***	
PERMITTEE DRIVERS				
25. Number of Department permittee drivers as of June 30	21	22	23	22
26. Total number of vehicle accidents involving permittee drivers	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	0	0	0
Benchmark: Countywide	1.95	2.02	***	***

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

(data maintained at the department level)

Measure	FY 2010-11	FY 2011-12	FY 2012-13	3-Year Average
30. Number of active return-to-work cases as of June 30	0	0	0	0
31. Number of employees on medical leave (excluding pregnancy) as of June 30	0	0	0	0
32. Number of employees on work hardening transitional assignment agreements as of June 30	0	0	1	.33
33. Number of employees on conditional assignment agreements as of June 30	0	1	0	.33
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 2010-11	FY 2011-12	FY 2012-13	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.				

Long Term Disability (data provided from Sedgwick)

Measure	FY 2010-11	FY 2011-12	FY 2012-13	3-Year Average
44. Number of active claims as of June 30	0	0	0	0
45. Number of claims opened during the fiscal year	0	0	0	0
46. Total payments for all claims paid during the fiscal year	0	0	0	0
47. 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>