February 12, 2016

NOTICE OF REQUEST FOR PROPOSALS

GENERAL CONDITIONS AND INSTRUCTIONS TO OFFERORS

for

EMPLOYEE SURVEY SERVICES

L. A. CARE HEALTH PLAN
1055 West Seventh Street, 11th Floor
Los Angeles, California 90017
Main Phone: (213) 694-1250
Main Fax: (213) 438-5752

KEY DATES

Issue RFP: February 12, 2016
Written Questions Due: February 19, 2016
Proposal Submission Due: March 7, 2016
1. ABOUT L.A. CARE

L.A. Care’s mission is to provide access to quality health care for Los Angeles County’s vulnerable and low income communities and residents, and to support the safety net required to achieve that purpose.

As the nation’s largest public health plan, L.A. Care is dedicated to helping Los Angeles County residents obtain health care for their families from doctors and other health care providers who understand and respect them. L.A. Care Health Plan is governed by 13 board members representing medical and health care professionals, as well as Medi-Cal consumers. L.A. Care is accountable to community stakeholders, not stockholders.

L.A. Care advances individual and community health through a variety of targeted activities including a Community Health Investment Fund that has awarded more than $132 million throughout the years to support the safety net and expand health coverage. The patient-centered health plan has a robust system of consumer advisory groups, including the Regional Community Advisory Committees and the Executive Community Advisory Committee, health promoters, two Family Resource Centers that offer free health education and exercise classes to the community, and has made significant investments in Health Information Technology for the benefit of the more than 10,000 doctors and other health care professionals who serve L.A. Care members.

L.A. Care projects $6.9 Billion in Revenues for the 2015-16 Fiscal Year, and will grow to 1,800 employees during this time.

Programs

Medi-Cal – In addition to offering a direct Medi-Cal line of business, L.A. Care works with three subcontracted health plans to provide coverage to Medi-Cal members. These partners are Anthem Blue Cross, Care 1st Health Plan, and Kaiser Permanente. Since 2012, L.A. Care has enrolled more than 170,000 Seniors and Persons with Disabilities as members, and as of January 1, an additional 164,000 Healthy Way LA members transitioned to L.A. Care’s Medi-Cal program. Medi-Cal beneficiaries represent a vast majority of L.A. Care members.

L.A. Care Covered™ – As a state selected Qualified Health Plan, L.A. Care provides the opportunity for all members of a family to receive health coverage under one health plan in the Covered California state exchange.

L.A. Care Cal MediConnect Plan – L.A. Care Cal MediConnect Plan provides coordinated care for Los Angeles County seniors and people with disabilities who are eligible for Medicare and Medi-Cal.

L.A. Care Healthy Kids (0-5) – Sponsored by First 5 LA and the Children’s Health Initiative of Greater Los Angeles, Healthy Kids (0-5) provides health coverage for children who do not qualify for Medi-Cal and Healthy Families.

PASC-SEIU Homecare Workers Health Care Plan – L.A. Care provides health coverage to Los Angeles County’s In-Home Supportive Services (IHSS) workers, who enable our most vulnerable community members to remain safely in their homes by providing services such as meal preparation and personal care services.
2. **PURPOSE**

L.A. Care is issuing this Request for Proposals ("RFP") to solicit proposals for providing Employee Engagement Survey Services. Interested vendors ("Bidders") may submit a proposal ("Proposal") containing the information requested in this RFP.

L.A. Care will select one Bidder to be contracted at L.A. Care's discretion to perform the required services. The Bidder will provide services as set forth in Exhibit A (Scope of Work) to Appendix A, pursuant to a contract to be entered into with L.A. Care. L.A. Care is under no obligation to order any work pursuant to this RFP.

3. **SOLICITATION TERMS AND CONDITIONS**

The following terms and conditions apply to the submission of proposals.

3.1 **Letter of Intent ("LOI")**

An LOI is required prior to submission of an RFP response. The letter must be submitted to L.A. Care Health Plan, attention: Bill Bittner no later than February 19, 2016. Please submit the signed letter via e-mail to the address listed below. Letters must contain the following:

- a. Name of the vendor, address, and phone number
- b. Name, address, phone and fax number, and e-mail address of the person responsible/contact for the RFP response
- c. Brief description of the qualifications and experience of the vendor

3.2 **Proposal timetable.** The timetable for this RFP is as follows:

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>February 12, 2016</td>
</tr>
<tr>
<td>Letter of Intent (LOI) due to L.A. Care</td>
<td>February 19, 2016</td>
</tr>
<tr>
<td>Written questions due to L.A. Care</td>
<td>February 19, 2016</td>
</tr>
<tr>
<td>Questions and answers released</td>
<td>February 24, 2016</td>
</tr>
<tr>
<td>RFP Proposals Due (No Exceptions)</td>
<td>March 7, 2016 by 5:00 pm PST</td>
</tr>
<tr>
<td>Finalist Selection Made</td>
<td>March 11, 2016</td>
</tr>
<tr>
<td>Finalist Interviews</td>
<td>March 15-17, 2016</td>
</tr>
<tr>
<td>Vendor Selected</td>
<td>March 24, 2016</td>
</tr>
</tbody>
</table>

Preparation and submission of a Proposal by interested Bidders will be at no cost or obligation to L.A. Care. L.A. Care reserves the right to terminate its efforts to contract for said services without obligation. Proposals and other materials submitted will become the property of L.A. Care and will not be returned. Your proposal must not be marked proprietary or confidential. Please note that L.A. Care is subject to the California Public Records Act.

3.3 **Submission of proposals.** Proposals shall be submitted to L.A. Care in electronic format to the address in Section 3.6 (Contact with L.A. Care personnel).
3.4 **Withdrawal of proposals.** A Bidder may withdraw its proposal in writing on Bidder’s letterhead by email, signed by an authorized representative, to the address in Section 3.6 (Contact with L.A. Care personnel).

The notice of withdrawal must be received by L.A. Care before the proposal due date listed in Section 3.5 (Due date).

3.5 **Due date.** Proposals are due by 5pm PST, March 7, 2016.

3.6 **Contact with L.A. Care personnel.** All contact regarding this RFP or any matter relating thereto must be in writing and e-mailed as follows:

To: Bill Bittner, Senior Buyer  
Email: RFP@lacare.org

If it is discovered that Bidder contacted and received information from any L.A. Care personnel, other than the person specified above, regarding this solicitation, L.A. Care, in its sole determination, may disqualify their proposal from further consideration.

3.7 **Questions about this RFP.** Bidders may submit written questions regarding this RFP by email to the individual identified above. All questions must be received by February 16, 2016. Questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an amendment to the RFP. When submitting questions please specify the RFP section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the subject of the question can be quickly found in the RFP. L.A. Care reserves the right to group similar questions when providing answers.

3.8 **Amendment of RFP.** L.A. Care retains the right to amend the RFP by a written amendment.

3.9 **L.A. Care option to reject proposals.** L.A. Care may, at its sole discretion, reject any or all proposals submitted in response to this RFP at any time, with or without cause. L.A. Care shall not be liable for any costs incurred by the Bidder in connection with the preparation and submission of any proposal. L.A. Care reserves the right to waive immaterial deviations in a submitted proposal.

3.10 **Notice regarding the Public Records Act.** By submitting a proposal, Bidder agrees to all of the following:

(a) Proposals submitted in response to this solicitation shall become the exclusive property of L.A. Care, and Bidder grants L.A. Care the right to make unlimited copies of its proposal and any additional documents or communications submitted by Bidder.

(b) L.A. Care is a public agency, and as such, its records are subject to disclosure under the California Public Records Act (“CPRA”), Gov't Code Section 6250 et seq. Proposals submitted in response to this solicitation are public records subject to disclosure to the public under the CPRA.

(c) The CPRA grants L.A. Care the authority to withhold from the public all or part of a public record that is exempt from disclosure under the CPRA, and L.A. Care will exercise this authority in its sole and absolute discretion. L.A. Care shall not, in any way, be liable for any damages of any kind, whether under

Employee Engagement Survey
theory of contract, tort (including negligence), strict liability or otherwise, for the disclosure of a Bidder’s proposal, communications about a Bidder’s proposal, or any such related records or any parts thereof (“Bidder’s records”). Each Bidder’s sole remedy against L.A. Care is to seek injunctive relief prohibiting disclosure of Bidder’s records.

(d) In the event a Bidder believes parts of its proposal are protected from disclosure under the CPRA, Bidder shall (1) execute and submit with its proposal a Joint Defense, Confidentiality and Reimbursement Agreement (“Joint Defense Agreement”), which is attached as Appendix B to this RFP; and (2) submit a complete duplicate copy of its proposal as one electronic file in Adobe Acrobat PDF format, with those parts of its proposal which Bidder deems to be exempt from disclosure under the CPRA redacted using black-out (“redacted copy”). Do not omit any pages from the redacted copy.

(e) A Bidder may redact only those provisions of its proposal which are "Trade Secrets," or are otherwise exempt from disclosure under the CPRA. “Trade Secrets” mean those trade secrets protected from disclosure pursuant to California Evidence Code 1060 et seq. and defined in California Civil Code Section 3426.1.

(f) Bidder shall submit with its redacted proposal a separate letter detailing its basis for each redaction.

(g) A blanket statement of confidentiality or the marking of each page of the proposal as confidential shall not be deemed sufficient notice of a CPRA exemption, and a Bidder who indiscriminately and without justification identifies most or all of its proposal as exempt from disclosure, or submits a redacted copy but fails to execute and submit a Joint Defense Agreement, shall be deemed non-responsive.

(h) After L.A. Care receives a Joint Defense Agreement executed by a Bidder along with that Bidder’s redacted copy, L.A. Care will review the redacted copy for responsiveness, and if the redacted copy is responsive, L.A. Care will execute the Joint Defense Agreement and return a copy to the Bidder.

3.11 Conflicts of interest. By submission of a proposal, Bidder warrants that no member of L.A. Care’s Board of Governors or any officer, official, director, employee or consultant of L.A. Care whose position enables such member, officer, official, director, employee or consultant to influence L.A. Care’s award or administration of an agreement in response to this solicitation or any competing agreement is currently or shall be employed in any capacity by the Bidder or shall have any direct or indirect financial interest in the selection of the successful Bidder.

3.12 Validity of proposals. Proposals submitted in response to this solicitation must remain valid for a period of at least six (6) months (183) calendar days.
3.13 **Eligibility for award.** L.A. Care will not award any contract, purchase order, grant or other agreement to a vendor or grantee that is debarred, suspended or otherwise ineligible for the award of contracts or grants by any Federal agency or from participating in any Federal healthcare programs. Each Bidder must submit the following certification with its proposal.

Bidder certifies, to the best of its knowledge and belief, that the Bidder and/or any of its Principals:

(a) Are ☐, are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency or from participating in any Federal healthcare programs;

(b) Have ☐, have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(c) Are ☐, are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in Section (b); and

(d) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds $3,000 for which the liability remains unsatisfied.

For purposes of this certification, “Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

By: ________________________________

Name: ______________________________

Title: ________________________________

Company: ____________________________

Date: ________________________________
3.14 **Contract terms and conditions.** Any agreement awarded in response to this RFP shall be subject to the terms and conditions in Appendix A (Sample Agreement).

3.15 **Proposal preparation costs.** Any costs incurred while developing responses to this RFP are the sole responsibility of the Bidder.

4. **PROPOSAL SUBMISSION REQUIREMENTS**

4.1 **Proposal format.** Vendor shall submit its proposal in the following format:

<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Table of Contents</td>
<td>Summary of the contents of the Proposal to provide a broad understanding of the Bidder’s approach, qualifications, experience, and staffing.</td>
</tr>
</tbody>
</table>
| A - Executive Summary | Discussion of proposer’s qualifications, including Firm’s:  
  • Organizational structure (e.g., corporation, partnership, etc.)  
  • Number of years in business  
  • Scope of services available  
  • Relevant background and experience with Public Agencies, Health Care organizations, non-profits, etc.  
  • References (at least 3)  
  • Copies of the Bidder’s most current financial statements.  
  A completed copy of the Business Requirements spreadsheet attached as Appendix C |
| B – Qualifications | Provide a description of the methodology the Bidder will use to meet SOW requirements. Include a staffing plan, identify any key personnel who will be assigned to the project, and describe how staff continuity will be provided.  
  Identify any assumptions or variables that may impact the scope, schedules or pricing.  
  Provide a completed copy of the Project Execution Requirements spreadsheet attached as Appendix D. |
<p>| C – Approach       | Provide a comprehensive quality control plan Bidder will use to ensure the required services are provided as specified in the SOW. List any |</p>
<table>
<thead>
<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td></td>
<td>connections the Bidder might have with L.A. Care that could create a conflict of interest or bias. Describe the Bidder system in place used to identify and prevent possible causes of bias.</td>
</tr>
<tr>
<td>E – Pricing</td>
<td>Discuss the pricing methodology and structure (e.g., time and materials, fixed price, milestones, etc.), including any expenses. Include any variables, performance incentives, etc. Provide a budget sheet, which must match the proposed staffing plan.</td>
</tr>
<tr>
<td>F – Exceptions to Sample Agreement</td>
<td>A statement offering the Bidder’s acceptance of or exceptions to all terms and conditions provided by L.A. Care in Appendix A (Sample Agreement). For each exception, the Bidder shall provide: • An explanation of the reason(s) for the exception; • The proposed alternative language; and • A description of the impact, if any, to the Bidder’s price. Indicate all exceptions to the Sample Agreement by providing a ‘red-lined’ version of the language in question. L.A. Care relies on this procedure and any Bidder who fails to make timely exceptions as required herein, may be barred, at L.A. Care’s sole discretion, from later making such exceptions. L.A. Care reserves the right to determine if Bidders’ exceptions are material, singularly or in total, such that L.A. Care may deem the proposal non-responsive and not subject to further evaluation. L.A. Care reserves the right to make changes to the Sample Agreement and its appendices and exhibits at its sole discretion.</td>
</tr>
<tr>
<td>G – Exceptions to SOW</td>
<td>A statement offering the Bidder’s acceptance of or exceptions to all terms and conditions provided by L.A. Care in Exhibit A (Scope of Work) to Appendix A (Sample Agreement) For each exception, the Bidder shall provide: • An explanation of the reason(s) for the exception;</td>
</tr>
</tbody>
</table>
### Section Description

- The proposed alternative language; and
- A description of the impact, if any, to the Bidder’s price.

Indicate all exceptions to the SOW by providing a ‘red-lined’ version of the language in question. L.A. Care relies on this procedure and any Bidder who fails to make timely exceptions as required herein, may be barred, at L.A. Care’s sole discretion, from later making such exceptions.

L.A. Care reserves the right to determine if Bidders’ exceptions are material, singularly or in total, such that L.A. Care may deem the proposal non-responsive and not subject to further evaluation.

L.A. Care reserves the right to make changes to the SOW and its exhibits (if any) at its sole discretion.

<table>
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<tr>
<th>Section</th>
<th>Description</th>
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<tbody>
<tr>
<td>H – Certifications</td>
<td>Certification regarding eligibility for award. (See section 3.13 of this RFP).</td>
</tr>
<tr>
<td>I – Joint Defense Agreement</td>
<td>If applicable, provide a completed Joint Defense Agreement, which is attached to this RFP as Appendix B.</td>
</tr>
</tbody>
</table>

### 5. EVALUATION OF PROPOSALS

5.1 The selection of the Vendor will be based upon evaluation by L. A. Care considering all appropriate factors and criteria (subjective and otherwise) as L. A. Care may, at its sole discretion, deem relevant. In no event will L. A. Care be limited to selecting a successful respondent based solely upon total cost submissions.

5.2 Bidders will be evaluated on the following factors including, but not limited to:

(a) Pricing
(b) Quality of service
(c) References/ Previous relevant experience
(d) Bidder’s willingness to accept the Terms and Conditions outlined by L.A. Care, and the Requirements of the Statement of Work stated in Section G of the proposal will be considered. L.A. Care retains the right to determine if Bidders’ exceptions are material, singularly or in total, such that L.A. Care may deem the proposal non-responsive and not subject to further evaluation.
APPENDIX A
SAMPLE AGREEMENT

This Services Agreement ("Agreement") is made and entered into effective as of the second signature below ("Effective Date"), by and between the Local Initiative Health Authority for Los Angeles County, a local public agency operating as L.A. Care Health Plan ("L.A. Care"), and ("Vendor") (each a "Party," or collectively the "Parties").

WHEREAS, L.A. Care finds it necessary to secure services, as more particularly described and set out in Section 1 of this Agreement ("Services"); and

WHEREAS, Vendor is skilled at providing the Services; and

WHEREAS, L.A. Care is authorized to enter into this Agreement pursuant to Section 14087.9605 of the Welfare and Institutions Code, as well as applicable L.A. Care by-laws, policies and procedures, including without limitation L.A. Care Policy and Procedure No. AFS-006.

NOW, THEREFORE, for good and valuable consideration, the Parties hereto agree as follows:

1. Services. Subject to the terms and conditions of this Agreement, Vendor shall provide the Services described in Exhibit A (Scope of Work and Compensation). Except as otherwise specifically provided in the SOW, Vendor will provide, at its own expense, all equipment, tools and other materials (including intellectual property) necessary to perform the Services.

2. Changes.

(a) Amendments. L.A. Care may, from time to time, and with agreement of the Parties, make changes to this Agreement; including, but not limited to, changes in scope, schedule and pricing or compensation, through a written amendment signed by an individual authorized to bind each Party ("Amendment").

(b) Change Orders. The Parties may agree to make changes that do not impact the cost or termination date by a change order ("Change Order"). Change Orders may include technical changes, changes to interim milestones, assignment of key personnel, etc. ("Change Orders") Change Orders must be signed by an individual authorized to bind the Parties.

(c) Change Management Process.

(i) Either Party may request a change to the Agreement. Any requests for an Amendment or a Change Order shall be submitted in accordance with L.A. Care’s change management process, as follows.

(ii) Vendor shall submit a proposal for any change requests, whether requested by L.A. Care or initiated by Vendor. The proposal shall:

(A) Describe the change in sufficient detail to avoid any ambiguity;

(B) Describe the impact on any task, activity or deliverables or work product;

(C) Provide a cost estimate, including the effort required by hours, skill requirements (e.g., software developer, project manager, etc.), expenses, if any, and associated costs;

(D) Identify any impact (increase or decrease) on the project budget; and

(E) Identify the impact on the project timeline.
(iii) Once the parties agree on the change, the Agreement shall be amended in writing. The change shall not be effective until the Amendment or Change Order is signed by both Parties. No verbal Change Orders are authorized.

3. Compensation.

(a) L.A. Care agrees to compensate Vendor for the Services as set forth in Exhibit A, attached hereto and incorporated herein by this reference.

(b) L.A. Care will not reimburse for Vendor any expenses incurred in connection with the performance of the Services, unless such reimbursement is specifically authorized in Exhibit A. Each expense reimbursement request, when authorized in Exhibit A, must include receipts or other suitable documentation.

(c) In no event shall the total compensation payable to Vendor for the Services exceed the Maximum Amount of Compensation, as set forth in the attached Exhibit A, without the express prior written authorization of L.A. Care. Vendor shall at all times monitor its costs and expenditures for the Services to ensure it does not exceed the Maximum Amount of Compensation. Vendor shall provide L.A. Care with sixty (60) days written notice if at any time during this Agreement Vendor becomes aware that it may exceed the Maximum Amount of Compensation. VENDOR ACKNOWLEDGES AND AGREES THAT L.A. CARE SHALL NOT BE LIABLE FOR ANY FEES, EXPENSES OR COMPENSATION IN EXCESS OF THE MAXIMUM AMOUNT OF COMPENSATION.

(d) The Maximum Amount of Compensation includes all applicable Federal, State, and local taxes and duties, except sales tax, which is shown separately, if applicable. Vendor is responsible for submitting any withholding exemption forms (e.g., W-9) to L.A. Care. Such forms and information should be furnished to L.A. Care before payment is made. If taxes are required to be withheld on any amounts otherwise to be paid by L.A. Care to Vendor due to Vendor’s failure to timely submit such forms, L.A. Care will deduct such taxes from the amount otherwise owed and pay them to the appropriate taxing authority, and shall have no liability for or any obligation to refund any payments withheld.

(e) Unless otherwise specifically stated in Exhibit A, Vendor shall submit to L.A. Care, to the attention of Accounts Payable, accountspayable@lacare.org, an invoice at the conclusion of every month for the Services performed during the prior thirty (30) days. Each invoice shall itemize the Services rendered during the billing period and the amount due. L.A. Care shall have thirty (30) days from the receipt of an invoice or corrected invoice, if disputed by L.A. Care, to pay Vendor. L.A. Care shall only pay for the Services rendered by Vendor and authorized under this Agreement. L.A. CARE SHALL NOT PAY ANY FEES, EXPENSES OR COSTS WHATSOEVER INCURRED BY VENDOR IN RENDERING ADDITIONAL SERVICES NOT AUTHORIZED BY A WRITTEN AMPENDMENT TO THIS AGREEMENT.

(f) Vendor shall maintain accurate and complete financial records of its charges and expenses for the Services provided under this Agreement in accordance with generally accepted accounting principles and procedures. Vendor shall also maintain accurate and complete employment and other records of all Services provided hereunder. Vendor shall retain all such records for minimum period of six (6) years following the expiration or termination of this Agreement. L.A. Care shall have the right to access and examine such records, without charge, during normal business hours and upon reasonable notice. L.A. Care shall further have the right to audit such records, to make transcripts of the records and to inspect all program data, documents, proceedings and activities. In addition, Vendor shall make all books and records pertaining to the provision of the Services available for inspection and audit by State and Federal regulatory agencies, including the California Department of Managed Health Care, during normal business hours, or as may be required by law. To the extent feasible, all such books and records pertaining to the

Employee Engagement Survey
Services shall be located in California. At the request of the California Department of Managed Health Care and upon reasonable notice, Vendor agrees that any such books and records located outside of California or a true and accurate copy will be made available for inspection in California.

4. Term; Termination.

(a) The term of this Agreement shall commence on the Effective Date and shall terminate on , unless earlier terminated as provided in this Section 4. This Agreement may be extended by the Parties by written amendment.

(b) Termination. L.A. Care may terminate this Agreement for its convenience and without any breach by Vendor upon fifteen (15) days prior written notice to Vendor without any liability to Vendor other than to pay amounts due for Services satisfactorily performed and accepted by L.A. Care as of the date of termination or, if the Services are provided on a fixed fee or fixed price basis, a pro-rata amount based on the percentage of satisfactory completion of the Services.

(c) Termination for Breach. Either Party may terminate this Agreement upon ten (10) days prior written notice to the other Party in the event the other Party breaches a material term of this Agreement, and fails to cure such breach within such period. L.A. Care may terminate this Agreement immediately upon Vendor’s breach of Sections 7 (Confidentiality), 9 (Insurance) or 10 (Conflicts of Interest).

(d) L.A. Care Remedies upon Breach by Vendor. In addition to other remedies available under this Agreement or under the law, if Vendor materially breaches any of the terms of this Agreement and fails to cure the breach as provided in subsection 4(c), L.A. Care’s remedies shall include, but not be limited to, the following: (i) retain the data, materials, reports and any other work product prepared by Vendor pursuant to this Agreement; and (ii) retain a different vendor to complete the unfinished Services, and (iii) charge Vendor any reprocurement costs.

(e) Duties upon Agreement expiration or termination. Upon expiration or termination of this Agreement, Vendor shall return all information, including Confidential Information, Protected Health Information or equipment provided by L.A. Care. If Vendor personnel were granted access to L.A. Care’s premises and issued a badge or access card, such badge or access card shall be returned prior to departure. Failure to return any information, equipment, badge or access card is considered a material breach of this Agreement and L.A. Care’s privacy and security rules.

(f) Survival. Sections 5, 6, 7, 8, 9, 10, 11 and 12 and this subsection 4(f) shall survive the expiration or earlier termination of this Agreement.


(a) Vendor hereby assigns to L.A. Care all of its rights in all materials prepared by or on behalf of L.A. Care under this Agreement ("Works"), and this Agreement shall be deemed a transfer to L.A. Care of the sole and exclusive copyright of any copyrightable subject matter Vendor created in these Works. Vendor agrees to cause its agents and employees to execute any documents necessary to secure or perfect L.A. Care’s legal rights and worldwide ownership in such materials, including, but not limited to, documents relating to patent, trademark and copyright applications. Upon L.A. Care’s request, Vendor will return or transfer all property and materials, including the Works, in Vendor’s possession or control belonging to L.A. Care.

(b) Notwithstanding the foregoing, Vendor’s intellectual property ("Vendor IP") that pre-exists this Agreement shall remain the sole and exclusive property of Vendor. Vendor shall not incorporate any Vendor IP into the Works that would limit L.A. Care’s use of the Works without L.A. Care’s written approval. To the extent that Vendor incorporates
any Vendor IP into the Works, Vendor hereby grants to L.A. Care a non-exclusive, irrevocable, perpetual, worldwide, royalty-free license to use and reproduce the Vendor IP to the extent required to fully utilize the Works.

(c) Vendor acknowledges and agrees that, notwithstanding any provision herein to the contrary, L.A. Care’s Intellectual Property (“L.A. Care IP”) in the information, documents and other materials provided to Vendor shall remain the sole and exclusive property of L.A. Care, and L.A. Care grants to Vendor a non-exclusive, royalty-free, non-transferable license to use and reproduce L.A. Care IP solely for the purposes of performing its obligations under this Agreement. Any information, documents or materials provided by L.A. Care to Vendor pursuant to this Agreement and all copies thereof (including without limitation L.A. Care IP, Confidential Information, as these terms are defined in Section 7, below) shall upon the earlier of L.A. Care’s request or the expiration or termination of this Agreement be returned to L.A. Care.

(d) For purposes of this paragraph, Intellectual Property shall mean patents, copyrights, trademarks, trade secrets and other proprietary information.

6. Vendor’s Representations and Warranties:

Vendor represents and warrants to L.A. Care that:

(a) Vendor has the expertise to perform the Services in a manner commensurate with standards generally applicable to its industry.

(b) The Services, including without limitation, the development and delivery of the Works, do not and shall not violate: (i) any applicable law, rule, or regulation (“Laws”); (ii) any contracts with third parties; or (iii) any third-party rights in any patent, trademark, copyright, trade secret, or any other proprietary or intellectual property right.

(c) Vendor will identify, obtain and keep current all necessary licenses, approvals, permits and authorizations as may be required from time to time under applicable Laws.

(d) Vendor has full authority and sufficient right, title, and interest in and to the Works to grant and convey the rights accorded to L.A. Care under Section 5. Vendor shall have in place with each employee or other personnel assigned to perform the Services a written agreement pursuant to which the employee or other personnel (i) agrees to comply with the confidentiality provisions of this Agreement and (ii) assigns all the Works to Vendor.

(e) Vendor and its principals or affiliates or any subcontractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Vendor also certifies that it or any of its subcontractors are not listed either on the Excluded Parties listing System (https://www.sam.gov/portal/public/SAM/) or the List of Excluded Individuals/Entities (http://exclusions.oig.hhs.gov/).

7. Confidentiality

(a) During the term of this Agreement, either Party may have access to confidential material or information (“Confidential Information”) belonging to the other Party or the other Party’s customers, vendors, or partners. “Confidential Information” shall include without limitation the disclosing Party’s computer programs and codes, business plans, customer/member lists and information, financial records, partnership arrangements and licensing plans or other information, materials, records, writings or data that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential. Confidential Information will be used only for the purposes of this Agreement and related internal administrative purposes. Each Party agrees
to protect the other’s Confidential Information at all times and in the same manner as each protects the confidentiality of its own confidential materials, but in no event with less than a reasonable standard of care.

(b) Confidential Information does not include information which: (i) is already known to the other Party at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the receiving Party; (iii) is independently developed without use or benefit of the other’s Confidential Information; (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality; or (v) is a public record, not exempt from disclosure pursuant to California Public Records Act, Government Code Section 6250 et seq., applicable provisions of California Welfare and Institutions Code or other State or Federal laws, regardless of whether such information is marked as confidential or proprietary.

(c) Disclosure of the Confidential Information will be restricted to the receiving Party’s employees, consultants, suppliers or agents on a “need to know” basis in connection with the Services, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. The receiving Party may disclose Confidential Information pursuant to legal, judicial, or administrative proceeding or otherwise as required by law; provided that the receiving Party shall give reasonable prior notice, if not prohibited by applicable law, to the disclosing Party and shall assist the disclosing Party, at the disclosing Party’s expense, to obtain protective or other appropriate confidentiality orders, and further provided that a required disclosure of Confidential Information to an agency or Court does not relieve the receiving Party of its confidentiality obligations with respect to any other party.

(d) Except as to the confidentiality of trade secrets, these confidentiality restrictions and obligations will terminate three (3) years after the expiration or termination of the Agreement, unless the law requires a longer period. Upon written request of the disclosing Party, the receiving Party shall promptly return to the disclosing Party all documents, notes and other tangible materials representing the disclosing Party’s Confidential Information and all copies thereof. This obligation to return materials or copies thereof does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of the receiving Party’s information systems procedures, provided that the receiving Party shall make no further use of such copies.

(e) Confidential Information does not include protected health information or individually identifiable information, as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and other privacy statutes or regulations. If the Vendor will require access to or use or disclosure of Protected Health Information, the Parties shall first enter into a Business Associate Agreement.

8. Indemnification.

(a) The Parties agree that L.A. Care, its Board of Governors, officers, officials, agents, employees and volunteers (collectively, “L.A. Care Indemnitees”) should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys’ fees, litigation or court costs, or any other cost arising out of or in any way related to the performance of the Services pursuant to this Agreement. Accordingly, the provisions of this indemnity clause are intended by the Parties to be interpreted and construed to provide the fullest protection possible under the law to L.A. Care. Vendor acknowledges that L.A. Care would not enter into this Agreement in the absence of Vendor’s commitment to indemnify and protect L.A. Care as set forth herein.

(b) Vendor agrees to indemnify and defend the L.A. Care Indemnitees against all claims, liabilities, losses, expenses, suits, actions and causes of actions (including reasonable attorneys’ fees and legal expenses), fines, penalties, taxes or damages (collectively, the “Liabilities”) where such Liabilities arise out of or result, in whole or in part, from or in connection with:

Employee Engagement Survey
part, from: (i) the negligent acts or omissions, the willful or intentional misconduct of Vendor or its employees, subcontractors or agents, in the course of providing the Services; (ii) Vendor’s breach of the terms of this Agreement; (iii) any claim that any of the Services or materials otherwise provided by Vendor, including the deliverables or Works, infringes or misappropriates a copyright, patent, trade secret, trademark or any other proprietary right of a third party; (iv) any acts for which Vendor or L.A. Care could be strictly liable if performed by L.A. Care; or (v) quality of Vendor’s work performed. It is understood that the duty of Vendor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

(c) L.A. Care agrees to indemnify and defend Vendor against all Liabilities where such Liabilities arise out of or result, in whole or in part, from: (i) the negligent acts or omissions, the willful or intentional misconduct of L.A. Care or its employees, subcontractors or agents under this Agreement; or (ii) any claim that any materials provided to Vendor by L.A. Care infringes or misappropriates a copyright, patent, trade secret, trademark or any other proprietary right of a third party.

(d) The indemnified Party (“Indemnitee”) shall promptly notify indemnifying Party (“Indemnitor”) of any third party claim and Indemnitor shall conduct the defense in any such third party action as described herein at Indemnitor’s sole expense and Indemnitee shall cooperate with such defense. Acceptance by L.A. Care of insurance certificates and endorsements required under this Agreement does not relieve Vendor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Vendor acknowledges and agrees to the provisions of this Section 8 and that it is a material element of consideration.

(e) L.A. Care shall have the right to offset against the amount of any compensation due to Vendor under this Agreement any amount due to L.A. Care from Vendor as a result of Vendor’s failure to promptly pay to L.A. Care any indemnification arising under this Section 8 and related to Vendor’s failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers’ compensation laws.

(f) The obligations of Vendor under this Section 8 will not be limited by the provisions of any workers’ compensation act or similar act, except as required by applicable law.

9. Insurance.

(a) Throughout the term of this Agreement, and for a period of one (1) year thereafter if the insurance is claims-based, Vendor shall at its own expense maintain and shall not commence the Services under this Agreement until it has obtained all of the insurance required as set forth in Exhibit B (Insurance Requirements).

(b) Prior to the commencement of Services hereunder, the Vendor shall furnish L.A. Care with Certificates of Insurance for all insurance required herein. Each insurer must be reasonably acceptable to L.A. Care, and possess a minimum Best’s rating of ‘A-VII’ (or equivalent rating agency in the country) and licensed to conduct business in all states/countries where this Agreement shall apply.

(c) Vendor shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements set forth in the attached Exhibit B.

(d) Vendor agrees that if it does not keep the aforesaid insurance in full force and effect L.A. Care may either (i) immediately terminate this Agreement; or (ii) take out the necessary insurance and pay, at Vendor’s expense, the premium thereon.

(e) The commercial general liability policy of insurance required by this Agreement shall contain an endorsement naming L.A. Care, its Board of Governors, officials,
officers, employees, agents and volunteers as additional insureds. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days’ prior written notice to L.A. Care.

(f) The insurance provided by Vendor shall be primary to any coverage available to L.A. Care.

(g) All insurance coverage provided pursuant to this Agreement shall not prohibit Vendor from waiving the right of subrogation prior to a loss. Vendor hereby waives all rights of subrogation against L.A. Care.

(h) Procurement of insurance by Vendor shall not be construed as a limitation of Vendor’s liability or as full performance of Vendor’s duties to indemnify, hold harmless and defend under Section 8 of this Agreement.

10. Conflicts of Interest.

(a) No member of L.A. Care’s Board of Governors or any officer, official, director, employee or consultant of L.A. Care whose position with L.A. Care enables such individual to influence the award or administration of this Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Vendor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Vendor who may financially benefit from the performance of work hereunder shall in any way participate in L.A. Care’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence L.A. Care’s approval or ongoing evaluation of such work.

(b) Vendor shall comply with all applicable conflict of interest laws and regulations now in effect or hereafter to be enacted during the term of this Agreement. Vendor warrants that it is not now aware of any facts that create a conflict of interest. If Vendor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to L.A. Care. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.


(a) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws provisions.

(b) Arbitration. Subject to the provisions of the California Government Claims Act (Government Code §905, et seq.) any controversy, dispute or disagreement arising out of or relating to this Agreement, its breach, or its subject matter, shall be settled exclusively by binding arbitration, which shall be conducted in Los Angeles, California through JAMS pursuant to its Comprehensive Arbitration Rules and Procedures, and which shall be binding on all Parties to the Agreement, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrators will have exclusive authority to resolve any and all disputes relating to procedural and substantive questions of arbitrability, including but not limited to, the formation, interpretation, applicability, scope and enforceability of this agreement to arbitrate. Pursuant to Government Code Section 930.2, filing of a claim under the California Government Claims Act is a prerequisite to initiating arbitration proceedings pursuant to this Section Error! Reference source not found.. Any such claim shall be presented and acted upon within the time limitations and in the manner prescribed by Chapter 2, commencing with Section 910 of Part 3 (Claims Against Public Entities) of Division 3.6 of Title 1 of the California Government Claims Act.
12. **General.**

(a) **Excusable Delay.** Neither Party will be liable for any delays resulting from circumstances beyond its reasonable control. In the event of any force majeure event, Vendor shall promptly notify L.A. Care of the event that may cause a delay and take all reasonable actions to mitigate the impact of the delay. In no event will a force majeure event excuse delays in performance not directly attributable to the event.

(b) **Independent Contractor.** Vendor agrees that Vendor’s relationship with L.A. Care is that of an independent contractor and nothing in this Agreement shall be construed as creating a partnership, joint venture or employer-employee relationship. Nothing in this Agreement shall be deemed to constitute Vendor or L.A. Care the agent of the other. Neither Vendor nor L.A. Care shall be or become liable or bound by any representation, act, or omission, whatsoever, of the other. Vendor shall be solely responsible for complying with all applicable local, state and federal laws governing self-employed individuals or employees of partnerships and corporations, including, but not limited to, obligations such as payment of federal, state and local taxes, employment taxes, social security, disability and other contributions attributable to performing the Services. Vendor shall indemnify L.A. Care for any claims, losses, costs, fees, liabilities, damages or injuries incurred by L.A. Care arising out of Vendor’s breach of this section, including any claim against L.A. Care by any taxing authority as a result of the services provided by Vendor under this Agreement.

(c) **Anti-Discrimination.** In the performance of this Agreement, Vendor shall not discriminate against any employee, subcontractor or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, disability, medical condition, sexual orientation or protected veteran status. Vendor will take affirmative action to ensure that employees, subcontractors and applicants for employment are treated without regard to their race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, sexual orientation or protected veteran status.

(d) **Other Firms Providing Services.** Vendor acknowledges that it is not necessarily the exclusive provider to L.A. Care of services and that L.A. Care has, or may enter into, contracts with other vendors.

(e) **Notices.** Any notices required or permitted to be given hereunder by any Party to the other shall be in writing and shall be deemed delivered upon personal delivery; twenty-four (24) hours following deposit with a courier for overnight delivery; or seventy-two (72) hours following deposit in the U.S. Mail, registered or certified mail, postage prepaid, return-receipt requested, addressed to the Parties at the following addresses or to such other addresses as the Parties may specify in writing:

<table>
<thead>
<tr>
<th>To L.A. Care:</th>
<th>To Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>L.A. Care Health Plan</td>
<td></td>
</tr>
<tr>
<td>1055 West Seventh Street, 10th Floor</td>
<td></td>
</tr>
<tr>
<td>Los Angeles, California 90017</td>
<td></td>
</tr>
<tr>
<td>Attention:</td>
<td>Attention:</td>
</tr>
</tbody>
</table>
(f) **Nonassignability.** The Services to be performed by Vendor are personal to Vendor. Vendor may not assign this Agreement or any interest therein without the prior written approval of L.A. Care, and any such assignment shall be considered *void ab initio.* Vendor shall not subcontract any portion of the Services, other than to the subcontractors noted in a proposal, if applicable, without L.A. Care’s prior written approval.

(g) **Press Release.** Vendor shall not issue any press release concerning the Services provided hereunder or publicly identify L.A. Care as a customer of Vendor without L.A. Care’s prior written consent. Vendor shall not use any trade name, trademark, service mark, logo or slogan of L.A. Care without L.A. Care’s prior written consent in each instance.

(h) **Severability.** In the event that any term or provision of this Agreement shall be held to be invalid, void or unenforceable, then the remainder of this Agreement shall not be affected, impaired or invalidated, and each such term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

(i) **Waiver.** The waiver by either Party of a breach or compliance with any provision of this Agreement shall not operate nor be construed as a waiver of any subsequent breach or compliance.

(j) **Headings.** The section headings used in this Agreement are for convenience and reference purposes only and shall not enter into the interpretation of this Agreement.

(k) **Exhibits.** All exhibits attached hereto and referred to herein are hereby incorporated herein as though fully set forth at length.

(l) **Integration.** This Agreement, with its exhibits and attachments, constitutes the entire agreement of the Parties and supersedes all prior and contemporaneous representations, proposals, discussions, and communications, whether oral or in writing. In the event of a conflict between this Agreement and the SOW, the terms and conditions of this Agreement shall prevail, unless the SOW expressly provides otherwise. This Agreement may be modified only in writing and shall be enforceable in accordance with its terms when signed by each of the Parties hereto.

(m) **Counterparts.** This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be subscribed as of the Effective Date.

**Local Initiative Health Authority**  
for Los Angeles County, operating as  
L.A. Care Health Plan (“L.A. Care”)  

(“Vendor”)

By: ____________________________  
Name: ____________________________
Title: ____________________________
Date: ____________________________

By: ____________________________  
Name: ____________________________
Title: ____________________________
Date: ____________________________

Employee Engagement Survey
EXHIBIT A
SCOPE OF WORK

1. PURPOSE OF PROJECT
The purpose of this project is to conduct a survey for up to 1,900 L.A. Care Health Plan employees to:
   (a) Establish baseline measures of employee engagement and inclusion at L.A. Care;
   (b) Obtain an analysis/report of engagement data, including perceptions of inclusion across the organization and within individual departments and lines of business;
   (c) Establish links to performance measures via dashboards, scorecards, and other tools;
   (d) Provide benchmark information comparing L.A. Care Health Plan data to the public sector and other comparable organizations; and
   (e) Recommend interventions/follow-up activities to increase employee engagement, and promote an environment of inclusion.

2. OVERVIEW
Vendor will develop, host, administer, analyze and report on an online survey of employee engagement and inclusion. In addition, Vendor will provide online access to survey data for additional analysis and reporting, including customizable report capabilities, and to provide executive and management-level reports and recommendations regarding follow-up activities, links to performance metrics/business outcomes, and next steps to promote employee engagement.

Vendor will also integrate one year's worth of survey data from a prior survey provider to inform a historical trend. L.A. Care will provide the Vendor with information to facilitate the historical mapping.

3. APPROACH/TASKS/SERVICES
Vendor shall perform the following tasks/activities.

3.1 Project management
   (a) Team Design. L.A. Care will assign a project manager who will serve as the single point of contact to coordinate with the Vendor project manager. It is expected that the project team provided by the Vendor will include all necessary personnel and resources to complete the deliverables described in this RFP and subsequent contract.
   (b) Project Management Tools. Vendor shall develop a high-level project plan that lists all anticipated survey tasks with target dates and roles/ responsibilities for each step in the survey process. The project plans will include decision and action tracker, change log, team contact information.
   (c) Initial Planning Meeting. Vendor shall prepare for and facilitate a project planning meeting (not to exceed two (2) hours) via WebEx or equivalent.
      (i) Meeting topics will include:
(a) Articulation of survey objectives and measures of project success
(b) Detailed project plan overview
(c) Discussion of proposed survey content
(d) Other pre-survey preparation activities

(ii) The meeting tentatively scheduled for mid to late [DATE TO BE DETERMINED].

(d) On-going Team Calls and Meetings. Vendor shall conduct a weekly call with the project team to ensure ongoing coordination.

(i) Weekly calls will be conducted to cover the following:

(a) Provide status update on the previous week's activities
(b) Review the project plan
(c) Discuss upcoming steps and responsibilities
(d) Determine what needs to be communicated to stakeholders
(e) Discuss any ad-hoc questions
(f) Debrief meeting at the end of the project to go over lessons learned and best practices to inform the next survey to take place via teleconference

(ii) Calls assumed to be conducted throughout the duration of the project, up to four months (4) after survey administration.

(a) Additional fees will apply if Vendor is requested to participate in additional calls/meetings throughout the project or if the project extends beyond the duration listed above (also see variable fees)

3.2 Survey Design

(a) Vendor shall conduct a WebEx (up to two (2) hours in length) to discuss survey design, content and customization options.

(b) The survey tool shall include appropriate employee demographic descriptors and other workplace descriptors to be provided by L.A. Care that is reflective of L.A. Care’s organizational structure.

(c) One survey tool will be used across all areas of the organization.

(d) The survey will use Vendor’s functionality, standard survey structure and content, and the final tool will include the use of the L.A. Care logo in compliance with L.A. Care’s digital style guidelines.

(e) The tool used to measure employee engagement must be a validated online instrument that allows for some degree of customization.

(f) The tool will include survey term definitions.

(g) The tool will feature functionality that will allow the participant to save their responses and return to the survey to complete it at a later time.

(h) L.A. Care will review survey content with key organizational stakeholders and will provide consolidated feedback to Vendor to finalize the final survey contents of the tool.

3.3 Survey Communication Materials
Vendor will develop an employee communication plan for advanced notification, reminders, and post-survey follow-up. The Vendor will collaborate with L.A. Care staff to draft and send appropriate communications, both pre- and post-survey; and will recommend optimal methods for communicating findings to L.A. Care leadership, management, and all employees.

(a) Employees must be guaranteed their anonymity, and the administration and all communication related to the survey will need to reinforce that guarantee.

(b) All modifications/customization of employee communications are subject to approval by L.A. Care.

3.4 Survey Administration
Vendor will work with L.A. Care’s Information Technology staff to enable effective and secure access to and completion of the survey by all employees through the Internet; this will include review of technical requirements and testing based on best practice. Employees will be directed to a site designated by the Vendor, outside of L.A. Care Health Plan domains.

(a) The survey will be web-based and anonymous.

(b) Each employee will receive a unique survey link and password.

(c) Employee email addresses will be provided to the Vendor by L.A. Care Health Plan.

3.5 Survey Launch
Vendor shall sent survey emails and reminders to up to 1,900 employees. Vendor will send a minimum of three (3) reminders over the course of the survey administration period.

(a) All employees will receive the same invitation and reminder text with an embedded link to the survey tool.

(b) All employees who complete the survey will receive an email message acknowledging completion and thanking them for their participation.

(c) Reminders will be sent to employees who have not completed the survey.

(d) Survey invitations and reminders will be launched during business hours of the project team.

3.6 Survey Help Desk Support
Vendor shall provide technical help desk support via email. Vendor shall respond in English within 24 hours during regular business hours, 8:00 am PST to 4:00 pm PST, Monday-Friday.

3.7 Accessibility of Return Rates
The system must be capable of providing for the tracking of response rates during the administration period. Access to return rate tracker provided to up to five L.A. Care team members.

3.8 Data Management
Vendor will ensure security/protection of the data throughout all phases of administration, analysis, reporting, and post-survey follow-up. The Vendor will have responsibility for all aspects of security: data collection, storage, transmission, and reporting, as well as for disaster recovery on their site.
3.9 **Data Processing and Reporting**

The Vendor is responsible for quality control and data security during the administration, collection, analysis, and reporting of all data. Vendor will analyze data and prepare detailed reports summarizing findings for the organization as a whole. Protection of our guarantee of anonymity is the responsibility of the vendor and must be further supported by precluding the breakdown and analysis of group data comprised of less than four (4) respondents.

3.10 **Reporting Generation**

Vendor shall generate offline reports for each department organizationally, and for up to 50 additional segments or groupings as defined by L.A. Care Health Plan. Vendor will provide online reporting and analysis capabilities to L.A. Care for additional analysis/breakdown of data by select organizational units.

3.11 **Presentation of Results & Recommendations**

Vendor will prepare assist the L.A. Care project team in the preparation of a presentation of survey results highlighting key results and issues to be delivered at the executive level.

4. **ASSUMPTIONS**

Project decisions will be made in a timely manner and major decisions will not be revisited once they have been made. Changes to major deliverables after sign-off may result in additional fees.

L.A. Care project team members will be available to participate in scheduled meetings and produce deliverables in accordance with the finalized project timeline. Delays may require additional fees.

Any services not explicitly detailed in the scope of work included in this proposal are to be considered outside of scope.

5. **PROJECT TIMELINE**

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<td>Survey content sign off</td>
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<td>design and proof online survey</td>
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<td>Functionality pretest</td>
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<td>Sign-off online survey</td>
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<td>Survey lock down</td>
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<td>Results preview</td>
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6. **COMPENSATION**

Vendor shall be reimbursed for fees and expenses as follows.

6.1 **Fees**

Payment will be made on completion of and acceptance of all tasks by submission of invoice as follows:

Employee Engagement Survey
6.2 Expenses
This rate is inclusive of all expenses. Vendor shall bear all other out-of-pocket expenses or any other costs related to the performance of services pursuant to this Agreement and shall not seek reimbursement of such expenses from L.A. Care.

6.3 Maximum Amount of Compensation
Vendor’s total compensation for all Services performed under this Agreement, including all fees and expenses, shall not exceed ______________________ Dollars ($_________), except by a written amendment signed by both Parties.
EXHIBIT B
INSURANCE REQUIREMENTS

Insurance required under this Agreement shall be:

1. **Commercial General Liability insurance** including bodily injury, property damage, personal injury, advertising injury and products/completed operations, with a limit of not less than $1,000,000.

2. **Worker's Compensation and Employer's Liability Insurance** covering all Vendor's personnel performing the Services pursuant to this Agreement. Worker's Compensation insurance will be in accordance with the Worker's Compensation Law of the jurisdiction where the work is performed. Employer's Liability shall be provided with limits of not less than $500,000 each accident; $500,000 each disease; and $1,000,000 disease policy limit.

3. **Umbrella/Excess Liability insurance** to follow-form the terms and conditions set forth under Section 1, above with a limit of liability not less than $5,000,000 each occurrence and annual aggregate.

4. **Professional Liability insurance** covering the negligent acts, errors or omissions committed by Vendor pursuant to rendering or failure to render professional services pursuant to the terms and conditions contained in the Agreement with limits of not less than $5,000,000 per claim.
This Joint Defense, Confidentiality and Reimbursement Agreement (this “Agreement”) is effective ___________ __, 20___, and is made and entered by and between Local Initiative Health Authority for Los Angeles County, operating and doing business as L.A. Care Health Plan, a local public agency formed under California Welfare & Institutions Code Section 14087.96 et seq., 14087.3 et seq. (“L.A. Care”) and ___________________________________________ (“Proposer”). L.A. Care and Proposer are singularly referred to herein as “Party,” or collectively referred to herein as the “Parties”.

RECITALS

A. L.A. Care is the nation’s largest public health care plan, dedicated to helping Los Angeles County residents obtain health care for their families from doctors and other health care providers who understand and respect them. In furtherance of providing its services, in __________, 20___, L.A. Care solicited proposals from qualified offerors to provide _____________________________________________ (the “RFP”). A copy of L.A. Care’s “Notice of Request for Proposals,” which was part of the RFP, is attached hereto as Exhibit “A” and incorporated herein by this reference.

B. The RFP set forth certain procedures to further L.A. Care’s ability to assess the qualifications of all of the proposals to the RFP, to facilitate L.A. Care’s selection of the most qualified offeror, and to allow offerors to respond fully to the RFP with reduced risk that information will be disclosed to third parties that would otherwise be exempt from disclosure under the “California Public Records Act” (“CPRA”), codified in Government Code Section 6250 et seq. These procedures included a requirement that the Proposer execute this Agreement if the Proposer wants L.A. Care to take steps to protect from disclosure Proposer’s information that Proposer claims is exempt from disclosure under the CPRA.

C. Proposer submitted a proposal in response to the RFP (the “Proposal”) contemporaneously with signing this Agreement. Subsequent to the submission of its Proposal, Proposer may submit additional documents to L.A. Care, including communications sent to L.A. Care, Proposer’s Best and Final Offer, presentations, and other documents related to the negotiation process (“Additional Documents,” collectively with the Proposal, “Proposer’s Documents”). Proposer understands that L.A. Care may receive one or more public record requests under the PRA for copies of Proposer’s Documents (collectively, “CPRA Requests”).

D. L.A. Care provided Proposer with the opportunity to redact information Proposer claimed is exempt from disclosure under the CPRA from the Proposal at the time it was submitted to L.A. Care (“Redacted Proposal”). In the event L.A. Care receives a CPRA Request for Proposer’s Documents, Proposer would like the opportunity to also redact from Additional Documents (“Redacted Additional Documents,” collectively with Redacted Proposer’s Documents, “Redacted Documents”) information Proposer claims is exempt from disclosure under the CPRA.

E. The Parties desire to set forth the respective Parties’ rights and obligations in the event CPRA requests are made for Proposer’s Documents. The Parties further desire to set forth the respective Parties’ rights and obligations in the event that a lawsuit is
prosecuted by any person(s) or entity(ies) that submit any CPRA request for the Proposer’s Documents.

**AGREEMENT**

Accordingly, in exchange for valuable and adequate consideration which the Parties agree is sufficient to enter into this Agreement, the Parties agree as follows:

1. **DISCLOSURE PROCEDURES:**

   (a) Proposer warrants and represents that the information redacted by it from Redacted Documents is exempt from disclosure under the CPRA.
   
   (b) The CPRA grants L.A. Care the authority to withhold from the public all or part of a public record that is exempt from disclosure under the CPRA, and L.A. Care may exercise its authority in its sole and absolute discretion. However, based upon Proposer's warranty and representation, the above Recitals, and other promises, warranties, representations, and obligations set forth in this Agreement, L.A. Care will not disclose the information Proposer redacted in the Redacted Documents until ordered otherwise by a court of competent jurisdiction, by written consent and agreement by Proposer, by termination of this Agreement, or as otherwise provided in this Agreement.
   
   (c) After receipt of a CPRA request, L.A. Care may disclose without notice to Proposer: (a) Redacted Documents, and (b) Proposer's Documents that have been approved in writing by Proposer for disclosure without redaction.
   
   (d) In the event a CPRA request seeks Additional Documents that Proposer has not yet redacted, or that Proposer has not approved for disclosure without redaction, the following procedures will be followed:
   
   (i) L.A. Care will provide Proposer with copies of the Additional Documents.
   
   (ii) Proposer shall review and redact from the Additional Documents, using black-out, information that is exempt from disclosure under the CPRA.
   
   (iii) Within fourteen (14) calendar days of Proposer’s receipt of the documents, Proposer shall submit the Redacted Additional Documents to L.A. Care, along with a letter setting forth Proposer’s justifications for the redactions.
   
   (iv) In the event Proposer does not submit Redacted Additional Documents to L.A. Care within the time period specified, or on a later date mutually agreed to in writing by the Parties, L.A. Care may disclose in full the Additional Documents. No additional notice to Proposer is required prior to such disclosure.
   
   (e) In the event L.A. Care disagrees with Proposer’s redactions contained in any Redacted Documents, L.A. Care shall provide Proposer with written notice of the nature of L.A. Care’s disagreement with Proposer’s redactions. Seven (7) calendar days after Proposer’s receipt of such written notice, L.A. Care may, in its sole and absolute discretion and without any liability to Proposer as stated in Section 7, disclose the information specified in its written notice to Proposer.

5. **Joint Defense of Actions**

   (a) In the event that any lawsuit, action, or other legal proceeding is brought against L.A. Care by any person(s) or entity(ies) seeking the disclosure of the information Proposer redacted in the Redacted Documents under any theory (collectively the “Actions”), Proposer agrees that it shall retain legal counsel at Proposer’s own expense, and it shall promptly seek to intervene in the Actions as a Real Party In Interest. Notwithstanding any
other provision of this Agreement, in the event Proposer fails to timely intervene, L.A. Care may, at its sole and absolute discretion, disclose the information redacted in the Redacted Documents.

(b) In the event of an Action, the Parties agree that all documents exchanged and communications made by and between the Parties, their respective counsel, and any expert witnesses and consultants, if any, retained by the Parties will remain privileged and confidential and subject to a joint defense privilege, common interest doctrine, and all other potentially applicable privileges and non-waiver doctrines. These privileges and doctrines shall attach to all conversations, communications and shared information pursuant to this Agreement to the fullest extent allowed by law.

(c) All information exchanged in connection with the joint defense and common interest of the Parties is subject to the attorney-client privilege and the attorney work product doctrine. Such exchange of information is not intended to nor shall it constitute a waiver of any such privilege.

6. **No Waiver.** NOTWITHSTANDING ANY OTHER PROVISION SET FORTH HEREIN, THIS AGREEMENT SHALL NOT PRECLUDE THE PARTIES FROM TAKING DIFFERENT FACTUAL POSITIONS OR ASSERTING DIFFERENT LEGAL DEFENSES. ANY SUCH ACTIONS SHALL NOT CONSTITUTE A WAIVER OF THE JOINT DEFENSE, ATTORNEY-CLIENT, ATTORNEY WORK PRODUCT OR OTHER PRIVILEGE ESTABLISHED BY THIS AGREEMENT. THIS PROVISION SHALL SURVIVE TERMINATION OF THE AGREEMENT.

7. **Right to Appoint Legal Counsel; Reimbursement Obligations.** PROPOSER AGREES AND ACKNOWLEDGES THAT L.A. CARE HAS THE SOLE AND EXCLUSIVE RIGHT TO CHOOSE ITS LEGAL COUNSEL IN ITS DEFENSE OF THE ACTIONS, AND PROPOSER AGREES TO FULLY AND PROMPTLY REIMBURSE ALL REASONABLE LEGAL FEES AND COSTS INCURRED BY L.A. CARE IN THE DEFENSE OF THE ACTIONS NO LATER THAN THIRTY (30) DAYS AFTER PROPOSER’S RECEIPT OF A REIMBURSEMENT INVOICE WITH SUPPORTING DOCUMENTATION; PROVIDED, HOWEVER, L.A. CARE MAY REDACT OR EXCLUDE FROM THE SUPPORTING DOCUMENTATION INFORMATION THAT IS SUBJECT TO ATTORNEY-CLIENT PRIVILEGE, ATTORNEY WORK PRODUCT, OR ANY OTHER PRIVILEGES OR DOCTRINES THAT MAY APPLY TO JUSTIFY NONDISCLOSURE. PROPOSER FURTHER AGREES THAT ANY AWARD OF MONETARY DAMAGES, FEES AND COSTS, OR OTHERWISE MAY BE LEGALLY IMPOSED UPON L.A. CARE IN THE ACTIONS, RELATING TO WHETHER THE INFORMATION REDACTED FROM REDACTED DOCUMENTS IS EXEMPT FROM DISCLOSURE UNDER THE CPRA OR ANY OTHER RELEVANT LAWS, SHALL BE FULLY AND PROMPTLY PAID BY PROPOSER TO THE COURT, PLAINTIFF(S) IN THE ACTIONS, OR ANY OTHER THIRD PARTY AS MAY BE REQUIRED BY ANY SUCH AWARD NO LATER THAN THIRTY (30) DAYS AFTER PROPOSER’S RECEIPT OF L.A. CARE’S WRITTEN DEMAND FOR SUCH PAYMENT UNLESS EARLIER ORDERED BY THE COURT.

8. **Limited Purpose of Agreement; Public Records Act Disclosure.** THE ONLY PURPOSE OF THIS AGREEMENT IS TO MEMORIALIZE THE TERMS, CONDITIONS, RIGHTS AND OBLIGATIONS AS SET FORTH IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE USED FOR ANY OTHER PURPOSES. NOTHING CONTAINED HEREIN SHALL BE CONSTRUED TO IMPOSE UPON ANY OF THE PARTIES THE DUTY TO DISCLOSE ANY INFORMATION THAT IS NOT OTHERWISE REQUIRED TO BE DISCLOSED UNDER LAW. THE PARTIES ALSO AGREE AND ACKNOWLEDGE THAT THIS AGREEMENT IS SUBJECT TO DISCLOSURE UNDER THE CPRA, AND NOT SUBJECT TO ANY EXEMPTIONS TO DISCLOSURE.

9. **Copying of Documents.** PROPOSER ACKNOWLEDGES AND AGREES THAT, UNDER THE TERMS OF THE RFP, ALL PROPOSALS BECOME “THE EXCLUSIVE PROPERTY” OF
10. Limitation on L.A. Care’s Liability. IN NO EVENT SHALL L.A. CARE BE LIABLE TO PROPOSER OR ANY OF PROPOSER’S OFFICERS, PARTNERS, AFFILIATES, SUBSIDIARIES, CUSTOMERS, ASSIGNEES, AGENTS, REPRESENTATIVES, CONTRACTORS, INVESTORS, OWNERS, SERVANTS, OR EMPLOYEES FOR ANY LOST REVENUE, LOST PROFITS, ANTICIPATED PROFITS, PENALTIES OF ANY KIND OR DESCRIPTION, INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, OR MONETARY DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), TRADE SECRET, STRICT LIABILITY OR OTHERWISE. PROPOSER’S SOLE REMEDY UNDER THIS AGREEMENT IS TO SEEK INJUNCTIVE RELIEF PROHIBITING DISCLOSURE OF PROPOSER’S DOCUMENTS. THIS PROVISION SHALL SURVIVE TERMINATION OF THE AGREEMENT.

11. Termination of Agreement. L.A. CARE MAY AT ANY TIME TERMINATE THIS AGREEMENT FOR ANY REASON OR NO REASON UPON PROVIDING PROPOSER WITH AT LEAST SEVEN (7) DAYS ADVANCE WRITTEN NOTICE, AFTER WHICH L.A. CARE MAY DISCLOSE ANY OR ALL REDACTED PORTIONS OF THE REDACTED DOCUMENTS WITHOUT ANY LIABILITY TO PROPOSER AS STATED IN SECTION 7. IN THE EVENT L.A. CARE TERMINATES THE AGREEMENT, PROPOSER MAY TAKE ANY LEGAL ACTIONS IT DEEMS NECESSARY TO PROTECT FROM DISCLOSURE THE INFORMATION IT REDACTED IN ITS REDACTED DOCUMENTS. PROPOSER AGREES THAT IT SHALL, AT ITS SOLE EXPENSE, CONTINUE TO FULLY AND PROMPTLY REIMBURSE ALL REASONABLE LEGAL FEES AND COSTS INCURRED BY L.A. CARE IN THE DEFENSE OF THE ACTIONS NO LATER THAN THIRTY (30) DAYS AFTER PROPOSER’S RECEIPT OF A REIMBURSEMENT INVOICE, AND FURTHER AGREES THAT ANY AWARD OF MONETARY DAMAGES, FEES AND COSTS, OR OTHERWISE THAT MAY BE LEGALLY IMPOSED UPON L.A. CARE IN THE ACTIONS, RELATING TO WHETHER THE INFORMATION REDACTED IN REDACTED DOCUMENTS IS EXEMPT FROM DISCLOSURE UNDER THE PRA OR ANY OTHER RELEVANT LAWS, SHALL BE FULLY AND PROMPTLY PAID BY PROPOSER TO THE COURT, PLAINTIFF(S) IN THE ACTIONS, OR ANY OTHER THIRD PARTY AS MAY BE REQUIRED BY ANY SUCH AWARD NO LATER THAN THIRTY (30) DAYS AFTER PROPOSER’S RECEIPT OF L.A. CARE’S WRITTEN DEMAND FOR SUCH PAYMENT UNLESS EARLIER ORDERED BY THE COURT. THIS PROVISION SHALL SURVIVE TERMINATION OF THE AGREEMENT.


(a) Entire Agreement. The provisions of this Agreement constitute the entire agreement between the Parties and supersede all prior negotiations, proposals, agreements and understandings regarding the subject matter of this Agreement.

(b) Assignees. This Agreement shall bind and inure to the benefit of the successors and assigns of the Parties, and to all affiliates, dba’s or any other associated entities.

(c) Interpretation of Agreement. This Agreement and its provisions shall not be construed or interpreted for or against any Party because that Party drafted or caused the Party’s attorney to draft any of its provisions.

(d) Execution in Counterparts. This Agreement may be signed by the Parties in multiple counterparts, all of which shall be taken together as a single document. A facsimile, pdf, or any electronically transmitted copy of an original signature constitutes an
original and all evidentiary objections to same other than for authenticity of signature are waived.

(e) No Promise Or Warranty. No promise or warranty shall be binding on any Party except as expressly contained in this Agreement.

(f) Attorneys’ Fees. Should either Party initiate any action at law or in equity to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorneys’ fees, costs and necessary disbursements against the non-prevailing Party, in addition to any other appropriate relief.

(g) Modification. No modification of this Agreement shall be valid unless agreed to in writing by the Parties.

(h) Choice of Law; Venue; Arbitration. This Agreement shall be construed and enforced in accordance with the domestic laws of the State of California, without regard to its laws regarding choice of applicable law. Subject to the provisions of the California Government Claims Act (Government Code §905, et seq.) any controversy, dispute or disagreement arising out of or relating to this Agreement, its breach, or its subject matter, shall be settled exclusively by binding arbitration, which shall be conducted in Los Angeles, California through JAMS Arbitration, JAMS Mediation or ADR Services, whichever arbitration service is selected by written mutual agreement of the Parties, and which shall be binding on all Parties to the Agreement, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The Parties agree to be bound by the rules of discovery, practice, procedures, and selection of an arbitrator as may be provided by JAMS or ADR Services, whichever arbitration service the Parties may choose, unless the Parties mutually agree otherwise. The arbitrator will have exclusive authority to resolve any and all disputes relating to procedural and substantive questions of arbitrability. Pursuant to Government Code Section 930.2, filing of a claim under the California Government Claims Act is a prerequisite to initiating arbitration proceedings pursuant to this Section. Any such claim shall be presented and acted upon within the time limitations and in the manner prescribed by Chapter 2, commencing with Section 910 of Part 3 (Claims Against Public Entities) of Division 3.6 of Title 1 of the California Government Claims Act. Either Party may, without waiving any remedy under this Agreement, seek from any court of competent jurisdiction within the State of California, Los Angeles County, any interim or provisional equitable or injunctive relief (excluding monetary or other damages) that such Party deems necessary to protect information or property rights which it contends are confidential, proprietary, trade secret, or otherwise exempt from the CPRA, regardless of the arbitration requirements. This provision shall survive termination of the Agreement.

(i) Authority of Person(s) Signing. Each individual signing this Agreement in a representative capacity warrants and represents that he/she is expressly authorized by his/her principal to execute this Agreement on his/her principal’s behalf and bind that principal.

(j) Cooperation. The Parties agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary or appropriate to carry out the intent or provisions of this Agreement.

(k) Notice. All notices shall be in writing, and shall be sent by electronic mail to the designated e-mail addresses set forth below for the Parties, or at such other e-mail addresses as may be furnished by either Party to the other in writing. Notices will be deemed communicated as of the date of transmission of the electronic mail.

To L.A. Care:

L.A. Care  
Attention: Augustavia J. Haydel, General Counsel
To Proposer:

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date noted herein.

“L.A. CARE”

By: ________________________________
Name: ________________________________
Title: ________________________________
Party: L.A. Care Health Plan

“PROPOSER”

By: ________________________________
Name: ________________________________
Title: ________________________________
Party: ________________________________