



**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

20 April 3, 2018

CELIA ZAVALA  
ACTING EXECUTIVE OFFICER

Los Angeles County  
Board of Supervisors

Hilda L. Solis  
First District

Mark Ridley-Thomas  
Second District

Sheila Kuehl  
Third District

Janice Hahn  
Fourth District

Kathryn Barger  
Fifth District

April 03, 2018

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

Christina R. Ghaly, M.D.  
Acting Director

Hal F. Yee, Jr., M.D., Ph.D.  
Chief Medical Officer

Dear Supervisors:

**AWARD AND EXECUTE CONSULTANT SERVICES AGREEMENTS FOR  
AS-NEEDED ARCHITECTURAL/ENGINEERING AND SUPPORT SERVICES  
FOR VARIOUS DEPARTMENT OF HEALTH SERVICES PROJECTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

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[www.dhs.lacounty.gov](http://www.dhs.lacounty.gov)

**SUBJECT**

Approval of As-Needed Architectural/Engineering and Support Services Agreements for various capital improvement projects at Department of Health Services' facilities.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the recommended actions are not a project under the California Environmental Quality Act (CEQA) for reasons stated in this letter and in the record.
2. Approve, and authorize the Acting Director of Health Services (Director), or her designee, to execute, an As-Needed Architectural/Engineering and Support Services Agreement (Agreement) with each of the two following selected firms, Cannon Design and Puchlik Design Associates, Inc., (Consultant) for the provision of As-Needed design, planning, consulting, and support services for County capital improvement projects at various Department of Health Services (DHS) facilities, with a term commencing on the date of full execution for an initial period of three years, with an option to extend each Agreement term for up to two additional one-year periods, with a maximum, not-to-exceed amount of \$1,000,000 for the initial three-year term for each of the two Agreements. The expiration of the Agreements is subject to



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*To ensure access to high-quality, patient-centered, cost-effective health care to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners.*

the following condition: when services for a given project have been authorized in writing by the County but are not completed by the Consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of the services.

3. Delegate authority to the Director, or her designee, to execute amendments to the Agreements to: a) increase the initial not-to-exceed amount by up to \$75,000, for each amendment, whereby the aggregate increase for all such amendments shall not exceed \$250,000 or 25 percent of the original not-to-exceed amount of \$1,000,000; b) exercise the options to extend the term of the above-referenced Agreements on an annual basis, for up to two additional one-year periods, not to exceed a total Agreement term of five years; c) add, delete and/or change non-substantive terms and conditions in the Agreements with no change to the not-to-exceed contract amount; d) to make any necessary changes required by the County Board of Supervisors (Board) or to comply with federal/State law and regulation; and e) approve Cost of Living Adjustments (COLAS) to each Consultant's hourly fee schedule in the each of the two option years, at the discretion of the Director and in accordance with the Board of Supervisors' COLA policy .

4. Delegate authority to the Director, or her designee, to execute amendments to the Agreements to authorize additional services, and extend the contract expiration date as necessary to complete those services provided that such services are: a) previously unforeseen; b) related to a previously assigned scope of work on a given project; and c) are necessary for the completion of that given project.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

### Background

DHS is undertaking a number of capital improvement projects, and DHS would benefit from the ability to directly access the services of two qualified and experienced architectural and engineering firms on an as-needed basis. The Department of Public Works (DPW) has procured the services of both firms. The recommended Agreements will enable DHS to more expediently meet project schedules by obtaining the necessary technical expertise for planning, design, and other related project tasks. These Agreements are also needed to meet the fluctuating demands for additional work resulting from varying levels of capital improvement activity due to seasonal variations and funding availability to implement such projects and will provide DHS with highly-experienced design firms in the field of health care facility planning.

### Recommendations

Approval of the first recommendation will find that the proposed actions are not a project under CEQA as described in the Environmental Documentation section below and in the record.

Approval of the second recommendation will allow the Director to execute two separate Agreements, substantially similar to Exhibit I, for a period of three years, to provide services for various small capital improvement projects at DHS facilities, at a not-to-exceed amount of \$1,000,000 for each Agreement during the initial three-year term for a combined total of \$2,000,000; with options to extend each Agreement annually for up to two additional one-year periods thereafter.

Approval of the third recommendation will allow the Director to amend each Agreement to increase the contract maximum amount for each Agreement by up to \$250,000 to offset unanticipated costs for additional capital improvement projects or unforeseen additional costs of a previously-approved project; exercise the options to extend the term of the Agreements on an annual basis, for up to two additional one-year periods; make other changes to the Agreements; and grant COLAS in the optional term extension periods.

Approval of the fourth recommendation will allow the Director to authorize additional unforeseen services for an existing project, and extend the contract's expiration date, if necessary, with the sole purpose to complete the capital improvement project, whereby no other projects will be approved during the extension period.

DHS believes that requesting the 25% for potential increases is appropriate since the architectural and engineering agreements are established to support multiple capital projects, which routinely experience conditions that may require significant funding increase. DHS will only increase the Agreement amounts provided that funding is available in the DHS budget. In accordance with the Board Policy 5.120, on March 7, 2018, DHS provided the Board the required two-week Notice of Intent to request delegated authority to increase agreement amounts in excess of 10%.

### **Implementation of Strategic Plan Goals**

The recommended actions support Strategy III.3, "Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability" of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

The not-to-exceed amount of each Agreement is \$1,000,000, and the County reserves the right to supplement each such amount by up to \$250,000, for a maximum not-to-exceed amount of \$1,250,000 per Agreement, for the initial three-year period and optional two one-year extension periods. Therefore, the aggregate not-to-exceed amount for both Agreements is \$2,500,000.

Funding is included in the Fiscal Year 2017-18 Final Budget and will be requested as necessary in future fiscal years as needed.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The proposals for the recommended Consultants were solicited on an open competitive basis as described in the section below, and are in accordance with applicable Federal, State, and County requirements. A standard consultant services agreement, in the form approved by County Counsel, and substantially similar to Exhibit I, is being used. The Agreements include terms and conditions in compliance with the Board's ordinances, policies and programs, including the Chief Executive Office requirements. The Agreements also include a provision requiring the consultant firms to track subcontractor's utilization of Local Small Business Enterprise (LSBE). The Agreement may be terminated for convenience by the County not less than three days prior to giving notice to each consultant. The services are intermittent and as-needed and, therefore not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

## **ENVIRONMENTAL DOCUMENTATION**

The proposed action is not a project pursuant to CEQA because it is an activity that is excluded from the definition of a project by Section 21065 of the Public Resources Code and 15378(b) of the State CEQA Guidelines. The proposed action to award as-needed architectural/engineering and support services for various capital improvement projects at DHS facilities is an administrative activity of government, which will not result in direct or indirect changes to the environment. The department will return to the Board as necessary for consideration of appropriate environmental documentation pursuant to CEQA before implementing any activities that constitute a project under CEQA.

## **CONTRACTING PROCESS**

On December 22, 2016, DPW issued a Request for Proposals (RFP) to identify up to two qualified proposer(s) for As-Needed Architect/Engineering and Support Services for DHS. Notice of availability of the RFP was posted on the County's "Doing Business with Us" website and the "Public Works Contract Opportunities" website.

By the proposal submission deadline of January 26, 2017, fifteen firms submitted proposals to DPW. Proposals were evaluated using a two-phase selection process. Phase I was a "Pass/Fail" evaluation to determine if the proposers met the minimum mandatory requirements stated in the RFP. All 15 firms passed Phase I of the evaluation process.

Phase II consisted of an evaluation conducted by an evaluation committee comprised of DHS and DPW representatives familiar with architectural and engineering services. The committee used the informed averaging process, and subsequently selected Cannon Design and Puchlik Design Associates, Inc. as the top ranked proposers based upon their technical expertise, proposed work plan, experience, personnel, qualifications, and understanding of the work requirements. The two selected firms were selected without regard to race, creed, color, or gender. DPW has determined that the firms' proposed rates for performing the services are reasonable. All non-selected proposers were offered debriefings. There were no protests as a result of this solicitation.

DPW has obtained a letter of intent from each of the recommended proposers, and therefore, recommends Board approval of the Agreements with Cannon Design and Puchlik Design Associate, Inc.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the recommendations will not have any negative impact on County services during the performance of the recommended Agreements, which will provide As-Needed Architectural/Engineering and Support Services for various DHS capital improvement projects.

The Honorable Board of Supervisors

4/3/2018

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Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Christina R. Ghaly".

Christina R. Ghaly, M.D.

Acting Director

CRG:ck

Enclosures

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

**DEPARTMENT OF HEALTH SERVICES**



**AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**(CONTRACTOR)**

**FOR**

**AS-NEEDED ARCHITECTURAL/ENGINEERING  
AND SUPPORT SERVICES**



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**STANDARD EXHIBITS**

- A AS-NEEDED ARCHITECTURAL/ENGINEERING AND SUPPORT SERVICES -  
SCOPE OF SERVICES
- B CONSULTANT'S HOURLY FEE SCHEDULE
- C COUNTY-APPROVED FEE SCHEDULE
- D ARCHITECT & ENGINEER DESIGN SERVICES MANUAL
- E CONTRACTOR'S EEO CERTIFICATION
- F JURY SERVICE ORDINANCE
- G SAFELY SURRENDERED BABY LAW

AS-NEEDED ARCHITECTURAL/ENGINEERING AND SUPPORT SERVICES  
FOR THE DEPARTMENT OF HEALTH SERVICES

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

BY AND BETWEEN

COUNTY OF LOS ANGELES, (hereinafter referred to as "County"),

AND

\_\_\_\_\_  
(hereinafter referred to as "Consultant" or "Contractor"),

**RECITALS**

WHEREAS, County may contract with private businesses for As-Needed Architectural/Engineering and Support Services when certain requirements are met; and

WHEREAS, Consultant is a private firm specializing in providing As-Needed Architectural/Engineering and Support Services; and

WHEREAS, Consultant is willing to provide the services described herein for and in consideration of the payments provided under this Agreement and under the terms and conditions hereinafter set forth; and

WHEREAS, this Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the term "Director" as used herein refers to County's Acting Director of the Department of Health Services (DHS), or her authorized designees (hereafter jointly referred to as "Director"); and

WHEREAS, the Board of Supervisors has authorized the Director to execute this Agreement; and

The parties hereto do mutually agree as follows:

1. Definition

“County” means either County; County, as agent for such joint powers authority or nonprofit corporation as may be involved in the issuance of bonds, certificates of participation, or other evidences of indebtedness to finance the work contemplated herein; or said joint powers authority or nonprofit corporation.

2. Consultant's Services

The scope of work is set forth in Exhibit A. Consultant's proposal is incorporated herein as a part of this Agreement. In the event that any conflict or inconsistency between this Agreement and Consultant's proposal are found, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and the Exhibits to the Agreement.

- A. Director shall determine the deliverables to be provided for each project and/or assignment, and notify Consultant accordingly.
- B. Director shall request Consultant to provide a fee proposal, time schedule, and other related information (hereafter Work Proposal) to complete the deliverables for each project and/or assignment.
- C. Director shall determine if Consultant's Work Proposal is acceptable based on Exhibit B, Consultant's Hourly Fee Schedule, and standards set forth in Exhibit C, County-Approved Fee Schedule, and Exhibit D, Architect & Engineer Design Services Manual. In the event that Director is unable to accept Consultant's Work Proposal, both parties may negotiate and revise a mutually-acceptable Work Proposal.
- D. No work shall commence on this project until a written Notice to Proceed is issued by County. County does not guarantee or promise that any work will be assigned to Consultant under this Agreement until a written Notice to Proceed is issued by County. Consultant is also referred herein as Contractor.

3. Consideration

In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Paragraph 2 above, including receipt and acceptance of such work by Director, County agrees to pay Consultant a maximum not to exceed fee of One Million Dollars (\$1,000,000) during the three-year term of this Agreement, and any subsequent extension thereof, if exercised, based on the

final Work Proposal(s) agreed to by both parties in the manner set forth immediately below. County does not guarantee any work or services of any specific monetary amount under this Agreement.

- A. Consultant shall invoice County upon the completion of tasks, subtasks, deliverables, and other additional services specified in this Agreement, Scope of Work, and any change orders, as applicable, and which have been approved in writing by County.
- B. Payments for the work accomplished shall be made upon verification and acceptance of such work by Director up to a maximum contract amount of \$1,000,000. Invoices shall be accompanied by an analysis of work completed for the invoice period. This analysis shall be prepared in a format satisfactory to Director.
- C. At the sole discretion of the Director the initial not-to-exceed contract amount may be supplemented by up to \$75,000, per amendment, based on workload requirements. The aggregate amount of such amendments shall not exceed 25 percent of the original contract amount of \$1,000,000. The amendment shall be executed in accordance with Paragraph 49 Supplemental/Amendment. Work will be based on Consultant's Hourly Fee Schedule attached to this Agreement as Exhibit B.
- D. Consultant shall not proceed with additional services not set forth in the scope of work or perform services outside the term of this Agreement without an amendment to this Agreement as set forth in Paragraph 49. Consultant will not be paid for any expenditure beyond the Agreement amount stipulated without an amendment to this Agreement.
- E. No Payment for Services Provided Following Expiration/Termination of Agreement: Consultant shall have no claim against County for payment for any money or reimbursement, of any kind whatsoever, for any service provided by Consultant after the expiration or other termination of this Agreement. Should Consultant receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Consultant. This provision shall survive the expiration or other termination of this Agreement.
- F. If requested by Consultant, the contract hourly amount may, at the sole discretion of County, be increased at the time of contract renewal option, if option year is exercised by County, based on the most recently published

percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the 12-month period preceding the contract renewal date, which shall be the effective date for any COLA. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board of Supervisors from approving any increase in County employee salaries, no COLA will be granted. Upon approval of a COLA, a notification will be sent to Consultant.

- G. Consultant will notify County when Agreement amount has been incurred up to 75% of the Contract total.

4. Equipment and Supplies

Consultant agrees to furnish all necessary equipment and supplies used in the performance of the aforementioned services at Consultant's sole cost and expense.

5. County's Responsibility

County will make available drawings, specifications, and other records as may be available in County Department of Health Services' files. Notwithstanding the foregoing, County does not represent the accuracy of the content of said materials.

6. County's Representative

Director or Director's authorized representative, shall represent County in all matters pertaining to the services to be rendered pursuant to this Agreement.

7. Term

A. The term of this Agreement shall be for a period of three years commencing on the date of full execution of the contract. At the sole discretion of the Director, this Agreement may be extended for two additional one-year terms, not to exceed a total contract period of five years. No work will proceed until a Notice to Proceed is issued by County.

B. Consultant shall notify Department of Health Services when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Consultant shall send written

notification to Department of Health Services at the address herein provided in Notices Paragraph.

- C. When services for a given project have been authorized in writing by County but are not completed by Consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of the services. County may authorize unforeseen additional services and extend the Agreement expiration date as necessary to complete those services when the unforeseen additional services are directly related to the initial scope of work and are necessary for the completion of a given project.

## 8. Assignment and Delegation

- A. Consultant shall not assign its rights or delegate its duties under the Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Agreement shall be deductible, at County's sole discretion, against the claims which Consultant may have against County.
- B. Shareholders, partners, members, or other equity holders of Consultant may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Consultant to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.
- C. Any assumption, assignment, delegation, or takeover of any of Consultant's duties, responsibilities, obligations, or performance of same by any entity other than Consultant, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of the Agreement. In the event of such termination,



County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

9. Authorization Warranty

Consultant represents and warrants that the person executing this Agreement for Consultant is an authorized agent who has actual authority to bind Consultant to each and every term, condition, and obligation of this Agreement and that all requirements of Consultant have been fulfilled to provide such actual authority.

10. Budget Reductions

In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by Consultant under this Agreement shall also be reduced correspondingly. County's notice to Consultant regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Consultant shall continue to provide all of the services set forth in this Agreement.

11. Compliance with Applicable Law

A. In the performance of this Agreement, Consultant shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by

County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

12. Compliance with Civil Rights Laws

Consultant hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Consultant shall comply with Consultant's EEO Certification.

13. Compliance with Jury Service Program

This Agreement is subject to provisions of County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F, and incorporated by reference and made a part of this Agreement.

- A. Unless Consultant, also referred herein as Contractor, has demonstrated to County's satisfaction either that Contractor is not a Contractor as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
- B. For purposes of this Section, Contractor means a person, partnership, corporation or other entity which has a Contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time means 40 hours or more

worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this Paragraph. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

- C. If Consultant is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of Contractor or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside the Jury Service Program's definition of Contractor and/or that Contractor continues to qualify for an exception to the Program.
- D. Contractor's violation of this Paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Contractor and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

14. Confidentiality

Consultant shall maintain the confidentiality of all records and information, proprietary information, software codes, trade secrets, confidential information, etc., whether of County or third parties, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages,

liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Consultant, its officers, employees, agents, or subconsultants, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Consultant's indemnification obligations under this Paragraph shall be conducted by Consultant and performed by counsel selected by Consultant and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Consultant fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Consultant for all such costs and expenses incurred by County in doing so. Consultant shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

15. Conflict of Interest

No County employee in a position to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Consultant herein, or have any other direct or indirect financial interest in this Agreement. No officer or employee of Consultant who may financially benefit from the performance of work hereunder shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

Consultant shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. Consultant warrants that it is not now aware of any facts that create a conflict of interest. If Consultant 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 County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph shall be a material breach of this Agreement.

16. Consideration of Hiring County Employees Targeted for Layoff/or Re-Employment List

Should Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Consultant shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

17. Consideration of Hiring GAIN/GROW Program Participants

- A. Should Consultant require additional or replacement personnel after the effective date of this Agreement, Consultant shall give consideration for any such employment openings to participants in County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Consultant's minimum qualifications for the open position. For this purpose, consideration shall mean that Consultant will interview qualified candidates. County will refer GAIN/GROW participants by job category to Consultant. Consultant shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) and [bservices@wdacs.lacounty.gov](mailto:bservices@wdacs.lacounty.gov) and DPSS will refer qualified GAIN/GROW job candidates to Consultant.
- B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

18. Background and Security Investigations

- A. Each of Contractor's staff performing services under this Agreement, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.
- B. If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- C. County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such

investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.

- D. Disqualification of any member of Contractor's staff pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

19. Consultant Responsibility and Debarment

- A. A responsible Consultant is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible Contractors. Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the Agreement. It is County's policy to conduct business only with responsible Contractors.
- B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with County.
- C. County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with County or a nonprofit corporation created by County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.
- D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If the Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.
- H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The

Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. These terms shall also apply to subcontractors of County Contractors.

20. Consultant's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law and Notice to Employees Regarding the Safely Surrendered Baby Law

Consultant acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Consultant understands that it is County's policy to encourage all County Consultants to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Consultant's place of business. Consultant will also encourage its subconsultants, if any, to post this poster in a prominent position in subconsultant's place of business. Consultant, and its subcontractor(s), can access posters and other campaign material at [www.babysafela.org](http://www.babysafela.org).

Consultant shall notify and provide to its employees, and shall require each subconsultant to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Agreement, and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

21. Contractor's Warranty of Adherence to County's Child Support Compliance Program

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract(s) are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

B. As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).



- C. Failure of Contractor to maintain compliance with these requirements shall constitute a default by Contractor under this Agreement.

22. County's Quality Assurance Plan

County, or its agent, will monitor Consultant's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing Consultant's compliance with all Agreement terms and conditions and performance standards. Consultant deficiencies which County determines are significant or continuing, and that may place performance of the Agreement in jeopardy if not corrected, will be reported to the Board and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by County and Consultant. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

23. County Rights

County may employ, either during or after performance of this Agreement, any right of recovery County may have against Consultant by any means it deems appropriate including, but not limited to, set-off, action at law or in equity, withholding, recoupment, or counterclaim. The rights and remedies of County under this Agreement are in addition to any right or remedy provided by California law.

24. Damage to County Facilities, Buildings Grounds

- A. When applicable, Consultant shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Consultant or employees or agents of Consultant. Such repairs shall be made immediately after Consultant has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- B. If Consultant fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Consultant by cash payment upon demand.

25. Employment Eligibility Verification

Consultant warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and that all its employees performing

services hereunder meet the citizenship or alien status requirements contained in Federal statutes and regulations. Consultant shall obtain, from all covered employees performing services hereunder, all verifications and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Consultant shall retain such documentation for all covered employees for the period prescribed by law. Consultant shall indemnify, defend, and hold harmless County, its officers, and employees from employer sanctions and any other liability which may be assessed against Consultant or County in connection with any alleged violation of Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

26. Facsimile/Electronic Representations

County and Consultant hereby agree to regard facsimile/electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the amendments prepared, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to amendments to this Agreement, such that the parties need not follow up facsimile/electronic transmissions of such documents with subsequent (non-facsimile/electronic) transmission of "original" versions of such documents.

27. Fair Labor Standards

Consultant shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Consultant's employees for which County may be found jointly or solely liable.

28. Force Majeure

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subconsultants), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").

- B. Notwithstanding the foregoing, a default by a subconsultant of Consultant shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Consultant and such subconsultant, and without any fault or negligence of either of them. In such case, Consultant shall not be liable for failure to perform, unless the goods or services to be furnished by subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this sub-paragraph, the term “subconsultant” and “subconsultants” mean subconsultants at any tier.
- C. In the event Consultant's failure to perform arises out of a force majeure event, Consultant agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

29. Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Consultant agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in County of Los Angeles.

30. Independent Consultant Status

- A. This Agreement is by and between County of Los Angeles and Consultant and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Consultant. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- B. Consultant shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Consultant. Consultant understands and agrees that all persons furnishing services to County pursuant to this Agreement are, for purposes of Workers' Compensation liability, employees solely of Consultant and not of County.

- C. Consultant shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from, or connected with, services performed on behalf of Consultant pursuant to this Agreement.

31. Indemnification and Insurance

A. Indemnification

1. The Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("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 and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.
2. To the fullest extent permitted by California Civil Code Section 2782.8, Consultant shall (1) immediately defend and (2) indemnify County, its Special Districts, elected and appointed officers, employees, agents and volunteers (Indemnified Party) from and against all liabilities, regardless of nature or type that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, or its employees, agents, or subcontractors. Liabilities subject to the duties to defend and indemnify include, without limitation, all claims, losses, damages, penalties, fines, and judgments; associated investigation and administrative expenses; defense costs, including but not limited to reasonable attorneys' fees; court costs; and costs of alternative dispute resolution. Consultant's obligation to indemnify applies unless it is finally adjudicated that the liability was caused by the sole active negligence or sole willful misconduct of an indemnified party. If it is finally adjudicated that liability is caused by the comparative active negligence or willful misconduct of an indemnified party, then Consultant's indemnification obligation shall be reduced in proportion to the established comparative liability.

B. General Provisions for All Insurance Coverage

Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in paragraphs II and III of this Attachment. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

- i. Evidence of Coverage and Notice to County Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- ii. Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- iii. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- iv. Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

- v. Certificates and copies of any required endorsements shall be emailed to;.

County of Los Angeles  
Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6E  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contracts and Grants

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

- vi. Additional Insured Status and Scope of Coverage

County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

- vii. Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of County, upon which County may suspend or terminate this Agreement.

viii. Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

ix. Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

x. Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

xi. Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all

the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

xii. Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

xiii. Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate County to pay any portion of any Contractor deductible or SIR. County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

xiv. Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

xv. Application of Excess Liability Coverage

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.



xvi. Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

xvii. Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. County and its Agents shall be designated as an Additional Covered Party under any approved program.

xviii. County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

C. Insurance Coverage

- i. Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- ii. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

iii. Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

iv. Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

32. Liquidated Damages

A. If, in the judgment of the Director, or his/her designee, Consultant is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Consultant's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Consultant from County, will be forwarded to Consultant by the Director, or his/her designee, in a written notice describing the reasons for said action.

B. If the Director or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director, or his/her designee, deems are correctable by Consultant over a certain time span, the Director, or his/her designee, will provide a written notice to Consultant to correct the deficiency within specified time frames. Should Consultant fail to correct deficiencies within said time frame, the Director, or his/her designee, may:

(a) Deduct from Consultant's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Consultant to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is 100 Hundred Dollars (\$100) per day per infraction, and that Consultant shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Consultant; and/or (c) Upon giving five (5) days notice to Consultant for failure to correct the deficiencies, County may correct any and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private Consultant, will be deducted and forfeited from the payment to Consultant from County, as determined by County.

C. The action noted in this Paragraph shall not be construed as a penalty, but as adjustment of payment to Consultant to recover County cost due to the failure of Consultant to complete or comply with the provisions of this Agreement.

D. This Paragraph shall not, in any manner, restrict or limit County's right to damages for any breach of this Agreement provided by law or as specified in Paragraph b above, and shall not, in any manner, restrict or limit County's right to terminate this Agreement as agreed to herein.

33. Most Favored Public Entity

If Consultant's prices decline, or should Consultant at any time during the term of this Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to County.

34. Nondiscrimination and Affirmative Action

A. Consultant certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

- B. Consultant shall certify to, and comply with, the provisions of Consultant's EEO Certification.
- C. Consultant shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- D. Consultant certifies and agrees that it will deal with its subconsultants, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- E. Consultant certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- F. Consultant shall allow County representatives access to Consultant's employment records during regular business hours to verify compliance with the provisions of this Paragraph when so requested by County.
- G. If County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Consultant has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Consultant has violated the anti-discrimination provisions of this Agreement.
- H. The parties agree that in the event Consultant violates any of the anti-discrimination provisions of this Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such

violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. Non Exclusivity

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Consultant. This Agreement shall not restrict Department from acquiring similar, equal or like goods and/or services from other entities or sources.

36. Notice of Delays

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

37. Notice of Disputes

Consultant shall bring to the attention of County's Project Manager and/or County's Project Director any dispute between County and Consultant regarding the performance of services as stated in this Agreement. If County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Health Services, or his/her designee shall resolve it.

38. Notice to Employees Regarding the Federal Earned Income Credit

Consultant shall notify its employees, and shall require each subconsultant to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Internal Revenue Service Notice 1015.

39. Contractor CARD Track/Monitoring Database

County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether County will exercise a contract term extension option.

40. Notices

Any notice required or desired to be given pursuant to this Agreement shall be given in writing and addressed as follows:

COUNTY

Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6E  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contracts and Grants

CONSULTANT

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The address for notice may be changed by giving notice pursuant to this paragraph.

41. Ownership of County Materials

- A. Consultant and County agree that all materials, including but not limited to, designs, specifications, techniques, plans, reports, deliverables, data, photographs, diagrams, maps, images, graphics, text, videos, advertising, software, source codes, website plans and designs, interactive media, drafts, working papers, outlines, sketches, summaries, edited and/or unedited versions of deliverables, and any other materials or information developed under this Agreement and any and all Intellectual Property rights to these materials, including any copyrights, trademarks, service marks, trade secrets, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof, are and/or shall be the sole property of County (hereafter collectively, "County Materials"). Consultant hereby assigns and transfers to County all Consultant's right, title and interest in and to all such County Materials developed under this Agreement.

Notwithstanding such County ownership in County Materials, Consultant may retain possession of working papers and materials prepared by Consultant under this Agreement. During and for a minimum of five years

subsequent to the term of this Agreement, County shall have the right to inspect any and all such working papers and materials, make copies thereof and use the working papers and materials and the information contained therein.

- B. Consultant shall execute all documents requested by County and shall perform all other acts requested by County to assign and transfer to, and vest in County, all Consultant's right, title and interest in and to County Materials, including, but not limited to, any and all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, domain name rights, know-how, and any other proprietary rights and derivatives thereof resulting from this Agreement. County shall have the right to register all applicable copyrights, trademarks and patents in the name of County of Los Angeles. Further, County shall have the right to assign, license, or otherwise transfer any and all County's rights, title and interest, including, but not limited to copyrights, trademarks, and patents, in and to County Materials.
- C. Consultant represents and warrants that County Materials prepared herein under this Agreement, are the original work of Consultant and do not infringe upon any Intellectual Property or proprietary rights of third parties. For those portions of County Materials that are not the original work of Consultant, Consultant represents and warrants that it has secured all appropriate licenses, rights, and/or permission from appropriate third parties to include such materials in County Materials.

Consultant shall defend, indemnify and hold County harmless against any claims by third parties based on infringement of copyright, patent, trade secret, trademark, or any other claimed Intellectual Property or proprietary right, arising from County's use of County Materials created and/or prepared by Consultant. Consultant will also indemnify and defend at its sole expense, any action brought against County based on a claim that County Materials furnished hereunder by Consultant and used within the scope of this Agreement infringe any copyright, patent, trade secret, trademark, or any other claimed intellectual property or proprietary right of third parties, and Consultant will pay any costs, damages and attorney's fees incurred by County. County will notify Consultant promptly and in writing of any such action or claim and will permit Consultant to fully participate in the defense thereof.

- D. Consultant shall affix the following notice to all County Materials: "© Copyright 2017 (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Consultant shall affix such notice on the title page of all images, photographs, documents and writings, and otherwise as County may direct.
- E. County shall also have the sole right to control the preparation, modification, and revisions to, all acknowledgment and/or attribution language for all County Materials resulting from this Agreement. County will however, honor requests by Consultant seeking removal of all acknowledgment and/or attribution language relating to Consultant, should Consultant no longer wish to receive attribution for its work on County Materials.
- F. If directed to do so by County, Consultant will place County name and County logo on County Materials developed under this Agreement. Consultant may not, however, use County name and County logo on any other materials prepared or developed by Consultant that falls outside the scope of this Agreement.

42. Prohibition Against Inducement or Persuasion

Notwithstanding the above, Consultant and County agree that, during the term of this Agreement and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

43. Prohibition from Participation in Future Solicitation(s)

Neither Consultant nor any subsidiary of or subcontractor to Consultant shall participate in any way in any future solicitation conducted by County that includes or is based upon any solicitation document that is developed as a result of the services rendered by Consultant under this Agreement. As this prohibition applies to subcontractors of Consultant, Consultant shall notify any subcontractors providing services under this Agreement of this prohibition before they commence work under this Agreement. Any response to a solicitation submitted by Consultant or by any subsidiary of or subcontractor to Consultant in violation of this provision shall be rejected by County. This provision shall survive the expiration or other termination of this Agreement.

44. Public Records Act



- A. Any documents submitted by Consultant; all information obtained in connection with County's right to audit and inspect Consultant's documents, books, and accounting records pursuant to Record Retention and Inspection/Audit Settlement Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- B. In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret," "confidential," or "proprietary," Consultant agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in any action or liability arising under the Public Records Act.

45. Publicity

- A. Consultant shall not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Consultant's need to identify its services and related clients to sustain itself, County shall not inhibit Consultant from publishing its role under this Agreement within the following conditions:
  - i. Consultant shall develop all publicity material in a professional manner; and
  - ii. During the term of this Agreement, Consultant shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of County's Project Director. County shall not unreasonably withhold written consent.
- B. Consultant may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with County of Los Angeles, provided that the requirements of this Paragraph shall apply.

46. Record Retention and Inspection/Audit Settlement

Consultant shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. Consultant shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. Consultant agrees that County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Consultant and shall be made available to County during the term of this Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Consultant shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- A. In the event that an audit of Consultant is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by Consultant or otherwise, then Consultant shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Consultant's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Subject to applicable law, County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- B. Failure on the part of Consultant to comply with any of the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.
- C. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of County conduct an audit of Consultant regarding the work performed under this Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Consultant, then the difference shall be either: a) repaid by Consultant to County by cash payment upon demand or b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Consultant from County, whether under this Agreement or otherwise. If such audit finds that County's dollar liability

for such work is more than the payments made by County to Consultant, then the difference shall be paid to Consultant by County by cash payment, provided that in no event shall County's maximum obligation for this Agreement exceed the funds appropriated by County for the purpose of this Agreement.

47. Recycled Bond Paper

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Consultant agrees to use recycled-content paper to the maximum extent possible on this Agreement.

48. Subcontracting

- A. The requirements of this Agreement may not be subcontracted by Consultant without the advance approval of County. subconsultants listed in Consultant's Proposals are approved by County, unless otherwise indicated by County. Any attempt by Consultant to subcontract without the prior consent of County may be deemed a material breach of this Agreement.
- B. If Consultant desires to subcontract, Consultant shall provide the following information promptly at County's request.
  - A description of the work to be performed by subconsultant;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by County.
- C. Consultant shall indemnify and hold County harmless with respect to the activities of each and every subconsultant in the same manner and to the same degree as if such subconsultant(s) were Consultant employees.
- D. County does not have contractual privity with subconsultant. Consultant shall remain fully responsible for all performances required of it under this Agreement, including those that Consultant has determined to subcontract. Consultant shall remain fully responsible for services rendered by any subconsultant pursuant to a subcontract between Consultant and subconsultant.
- E. Consultant shall be solely liable and responsible for all payments or other compensation to all subconsultants and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- F. Consultant shall obtain certificates of insurance, which establish that subconsultant maintains all the programs of insurance required by County

from each approved subconsultant. Consultant shall ensure delivery of all such documents to:

Department of Health Services  
Capital Projects Division  
1744 Zonal Avenue  
Los Angeles, CA 90033  
(323) 226-7231  
Attention: John Shubin, Administrator

Department of Health Services  
Contracts and Grants Division  
313 N. Figueroa Street, 6E  
Los Angeles, CA 90012  
Attention: Kathy K. Hanks, C.P.M.  
Director, Contracts and Grants

before any subconsultant employee may perform any work hereunder.

49. Supplemental/Amendment

- A. For any change which affects the scope of work, Term, Contract Sum, payments, or any term or condition included under this Agreement, a Supplement or an Amendment shall be prepared and executed by Consultant and by Director.
- B. County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such changes, a Supplement or an Amendment to the Agreement shall be prepared and executed by Consultant and by the Director.
- C. County, at its sole discretion, may authorize extensions of time as defined in Paragraph 7, Term. Consultant agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. To implement an extension of time, a Notice to Consultant will be prepared by County unless the term extension is applied automatically in accordance with Paragraph 7.c.

50. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Contractor's Warranty of Adherence to County's Child Support Compliance Program Paragraph, shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

51. Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program.

Failure of Contractor to maintain compliance with the requirements set forth in "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. Termination for Convenience

- A. This Agreement may be terminated, in whole or in part, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Consultant specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than three (3) days after the notice is sent.
- B. After receipt of a notice of termination and except as otherwise directed by County, Consultant shall 1) stop work under this Agreement on the date and to the extent specified in such notice, and 2) complete performance of such part of the work as shall not have been terminated by such notice.
- C. All material including books, records, documents, or other evidence bearing on the costs and expenses of Consultant under this Agreement shall be maintained by Consultant in accordance with Record Retention and Inspection/Audit Settlement Paragraph.
- D. County shall not incur any liability to Consultant, other than payment for work already performed, up to the date of termination.

53. Termination for Default

- A. County may, by written notice to Consultant, terminate the whole or any part of this Agreement, if, in the judgment of County's Project Director:
- Consultant has materially breached this Agreement; or
  - Consultant fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Agreement; or
  - Consultant fails to demonstrate a high probability of timely fulfillment of performance requirements under this Agreement, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- B. In the event that County terminates this Agreement in whole or in part as provided in this Paragraph, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Consultant shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Consultant shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.
- C. Except with respect to defaults of any subconsultant, Consultant shall not be liable for any such excess costs of the type identified in above sub-paragraph if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Consultant. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Consultant. If the failure to perform is caused by the default of a subconsultant, and if such default arises out of causes beyond the control of both Consultant and subconsultant, and without the fault or negligence of either of them, Consultant shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by subconsultant were obtainable from other sources in sufficient time to permit Consultant to meet the required performance schedule. As used in this Paragraph, the term "subconsultant(s)" means subconsultant(s) at any tier.
- D. If, after County has given notice of termination under the provisions of this Paragraph, it is determined by County that Consultant was not in default under the provisions of this Paragraph, or that the default was excusable under the provisions of Paragraph, the rights and obligations of the parties

shall be the same as if the notice of termination had been issued pursuant to Termination for Convenience Paragraph.

- E. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

54. Termination for Improper Consideration

County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement or the making of any determinations with respect to Consultant's performance pursuant to the agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

Consultant shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

55. Termination for Insolvency

- A. County may terminate this Agreement forthwith in the event of the occurrence of any of the following: 1) Insolvency of Consultant. Consultant shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Consultant is insolvent within the meaning of the Federal Bankruptcy Code; 2) The filing of a voluntary or involuntary petition regarding Consultant under the Federal Bankruptcy Code; 3) The appointment of a Receiver or Trustee for Consultant; or 4) The execution by Consultant of a general assignment for the benefit of creditors.
- B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

56. Termination for Non-Adherence of County Lobbyist Ordinance

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may in its sole discretion, immediately terminate or suspend this Agreement.

57. Termination For Non-Appropriation of Funds

Notwithstanding any other provision of this Agreement, County shall not be obligated for Consultant's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Consultant in writing of any such non-allocation of funds at the earliest possible date.

58. Time Off for Voting

Consultant shall notify its employees, and shall require each subconsultant to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Consultant and subconsultants shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

59. Warranty of Compliance with County's Defaulted Property Tax Reduction Program

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the



term of this Agreement will maintain compliance, with Los Angeles County Code Chapter. 2.206.

60. Validity

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

61. Waiver

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

62. Warranty Against Contingent Fees

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

63. Prevailing Wage Requirements

A. Prevailing Wages

When applicable, the services provided in this Agreement constitute "public works" as defined in California Labor Code 1720, and are therefore subject to payment of prevailing wages, compliance monitoring and enforcement by the Department of Industrial Relations (DIR).

The Director of the DIR has established the general prevailing rate of per diem wages for each craft, classification, type of worker, or mechanic needed

to execute public works and improvements. The current general prevailing wage rate determinations are available at [www.dir.ca.gov/dlsr/pwd/index.htm](http://www.dir.ca.gov/dlsr/pwd/index.htm). The Contractor is required to pay its agents and employees the applicable, current prevailing wage rate and is responsible for selecting the classification of workers required to perform this service.

The Contractor agrees to comply with the provisions of Section 1775 of the California Labor Code relating to the payment of prevailing wages, the utilization of apprentices in accordance to LC 1777.5, and the assessment of penalties determined by the California Labor Commissioner. Pursuant to Section 1773.2 of the California Labor Code, copies of the prevailing rate of per diem wages are on file at County Department of Public Works, Construction Division, and will be made available for inspection by request to the Contract Administrator. Future effective wage rates will be on file with the Department of Industrial Relations. The new wage rates shall become effective on the day following the expiration date of the current determinations and apply to the Agreement in the same manner as if they had been included or referenced in the Agreement.

B. Work Records

The Contractor shall comply with the requirements of Section 1812 of the Labor Code. The Contractor shall maintain an accurate written record of all employees working on the project each calendar day. The record shall include each employee's name, Social Security number, job classification, and the actual number of hours worked.

C. Posting of Notices

The Contractor shall comply with the provisions of Section 1773.2 of the Labor Code. The Contractor shall post a copy of the prevailing wage rates at the worksite and comply with applicable law including posting of jobsite notices required by 8 California Code Reg. §16451(d):

*“This public works project is subject to monitoring and investigative activities by the Compliance Monitoring Unit (CMU) of the Division of Labor Standards Enforcement, Department of Industrial Relations, State of California. This Notice is intended to provide information to all workers employed in the execution of the Contract for public work and to all contractors and other persons having access to the jobsite to enable the CMU to ensure compliance with and enforcement of prevailing wage laws on public works projects.*

*The prevailing wage laws require that all workers be paid at least the minimum hourly wage as determined by the Director of Industrial Relations for the specific classification (or type of work) performed by workers on the project. These rates are listed on a separate jobsite posting of minimum prevailing rates required to be maintained by the public entity, which awarded the public works Contract. Complaints concerning nonpayment of the required minimum wage rates to workers on this project may be filed with the CMU at any office of the Division of Labor Standards Enforcement (DLSE).*

*Local Office Telephone Number:*

*Division of Labor Standards Enforcement Office  
320 West Fourth Street, Suite 450  
Los Angeles, CA 90013  
(213) 620-6330*

*Complaints should be filed in writing immediately upon discovery of any violations of the prevailing wage laws due to the short period of time following the completion of the project that the CMU may take legal action against those responsible.*

*Complaints should contain details about the violations alleged (for example, wrong rate paid, not all hours paid, overtime rate not paid for hours worked in excess of 8 hours per day or 40 hours per week, etc.) as well as the name of the employer, the public entity which awarded the public works Contract, and the location and name of the project.*

*For general information concerning the prevailing wage laws and how to file a complaint concerning any violation of these prevailing wage laws, you may contact any DLSE office. Complaint forms are also available at the Department of Industrial Relations website found at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>.*

D. Certified Payroll Records

The Contractor shall comply with the requirements of Section 1776 of the Labor Code. Contractor and Subcontractors, if any, must furnish certified payroll records directly to the Labor Commissioner (aka Division of Labor Standards Enforcement) in a format prescribed by the Labor Commissioner.

- E. When requested by County, electronic certified payroll records must be submitted to County, through an online system designated by County.

64. Mental Health Services for Critical Incidents

In the event of a serious accident on the Project site, the Los Angeles County Department of Mental Health (DMH) will, if requested, respond. The response may be within a few hours or as long as a few days after the incident, depending on when the request was made. The services DMH will provide include crisis intervention, normalization of the stress response that survivors may be experiencing, stress management techniques and resources if the stress reactions increase in frequency or intensity. Requests for services may be made by calling the DMH Emergency Outreach Bureau Deputy Director, (213) 738-4924, during normal business hours or the ACCESS Center, (800) 854-7771, evenings, holidays, and weekends.

65. Local Small Business Enterprise/Social Enterprise/Disabled Veterans Business Enterprise Utilization

- A. When requested by County, Consultant shall provide to County via methods specified by County, such as submission of electronic live (or dynamic) data on invoices for the prime and all subcontractors using County-designated third party software system or to a County approved website, or other means of submitting expenditure information on subconsultants, including but not limited to the following information: the name, business address and telephone number/email address of each subconsultant.
- B. In addition, Consultant shall be required to provide each of the specified subconsultant's Local Small Business Enterprise (LSBE), (i.e., whether any of the listed subcontractors are Local SBE's), Social Enterprise (SE) status, and Disabled Veterans Business Enterprise (DVBE) status, and the proposed monetary amount of the work subconsultant will perform on each Notice to Proceed. At the time of submittal of each invoice, Consultant shall indicate, via methods specified by County, the actual dollar amounts paid to each listed subconsultant who performed work on the project. Subconsultant may be requested to confirm receipt of the actual payment to subconsultant by the prime.
- C. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure to the Contractor to comply with this Article. The parties will agree that under the current circumstances a reasonable estimate of such damages is specified in this Consultant Services Agreement, Paragraph 32, Liquidated Damages, and that Consultant shall be liable to County for said amount.
- D. If in the judgment of the Director, or his/her designee, Consultant is deemed to be in non-compliance with the terms and obligations, the Director or his/her designee, at his/her option, in addition to, or in lieu of, other remedies

provided in Consultant Services Agreement, may deduct and withhold liquidated damages from County's final payment to Consultant.

66. Compliance with County's Zero Tolerance Human Trafficking

- A. Contractor acknowledges that County has established a Zero Tolerance Human Trafficking Policy prohibiting contractors from engaging in human trafficking.
- B. If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.
- C. Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

67. Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

- a. Consultant expressly acknowledges and agrees that the provision of services under this Agreement does not require or permit access by Consultant or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Consultant shall instruct its officers, employees, and agents, that they are not to pursue, or gain access to, patient medical records for any reason whatsoever.
- b. Notwithstanding the foregoing, the parties acknowledge that in the course of the provision of services hereunder, Consultant or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Consultant understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Consultant and its officers, employees, and agents, shall maintain the confidentiality of any information obtained and shall notify Project Manager that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Consultant shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Consultant's or its officers', employees', or agents', access to patient medical

records/patient information. Consultant agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

68. Entire Agreement

This Agreement constitutes the entire Agreement between County and Consultant and may be modified only by further written Agreement between the parties hereto.

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IN WITNESS WHEREOF, the Board of Supervisors of County of Los Angeles has caused this Agreement to be executed by County's Acting Director of Health Services and Contractor has caused this Agreement to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_ for  
Christina R. Ghaly, M.D.  
Acting Director of Health Services

CONTRACTOR

\_\_\_\_\_

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

APPROVED AS TO FORM:  
MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Talin Halabi  
Senior Deputy County Counsel

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## **AS-NEEDED ARCHITECTURAL/ENGINEERING AND SUPPORT SERVICES SCOPE OF SERVICES**

Consultant's work shall consist of all such services as are customarily rendered when providing as-needed architectural/engineering and support services. The work shall include, but not be limited to, the following terms and conditions:

1. Definitions. The parties hereto agree to the following definitions:
  - A. "Schematic Design Phase" shall mean all services incident to drawings, specifications, estimates, and other data more fully described in
  - B. "Design Development Phase" shall mean all services incident to drawings, specifications, estimates, renderings, and other data more fully described in.
  - C. "Construction Documents Phase" shall mean all services incident to drawings, specifications, clarification documents, and other data more fully described in.
  - D. "Bidding Phase" shall mean services incident to drawings, specifications, clarification documents, and other data more fully described in Article 68.5.
  - E. "Construction Administration Phase" shall mean all services incident to drawings, specifications, schedules, shop drawings, and other data more fully described in Article 68.6.
  - F. "Jurisdictional Agencies" shall mean governmental agencies having regulatory function under the law in respect to the design, erection, or operation of structures in general or in structures or parts thereof described in the scope of the project.
  
2. Staffing. Consultant shall provide a licensed Project Architect/Engineer or Project Manager with a minimum of ten years of related work experience and training in the disciplines listed below as the primary project contact with County. County shall approve individuals assigned by Consultant to perform work as part of this agreement. Consultant shall warrant that the individuals performing work as part of this agreement are qualified professionals and will be available from any of the disciplines or combinations of disciplines enumerated below:
  - Architecture
  - Civil Engineering
  - Structural Engineering
  - Mechanical Engineering (HVAC and Plumbing)
  - Electrical Engineering
  - Environmental Engineering

- Landscape Architecture
- Interior Design and Modular Furniture Consultant
- Surveying
- Geotechnical Engineering
- Cost Estimating
- Elevator Consultant
- Hardware Consultant
- Food Services Consultant
- LEED/Sustainability Consultant
- Building Commissioning
- Specifications Consultant
- Security Consultant Services
- Supplemental Specialized Technical Consultant

3. General Services. Consultant shall:

A. Provide Architectural/Engineering (A/E) consultant services as are customarily rendered when providing professional design services. The work assignments shall range from single tasks to responsibility for all services as described herein for completion of projects. The work shall include, but is not limited to, any of the engineering tasks or combination of tasks enumerated below.

- Architectural Programming and Design Services
- General Engineering Services including Civil, Structural, Mechanical (HVAC), electrical, Environmental, and Plumbing Engineering Services
- Electrical/Mechanical Testing (Certified)
- Feasibility Studies/Project Definition
- Space Planning/Architectural Design Services
- Landscape Architectural Design Services
- Alta/Topographic Surveying Services
- Geotechnical Studies
- Conceptual Design
- Design-Build Scoping Services
- Project Design-Construction Documents
- Specifications Preparation
- Design Reviews
- Cost Estimating
- Value Engineering
- Constructability Reviews
- Building Evaluations
- Troubleshooting
- Construction Support Services
- BIM/CADD/Drafting Work

- B. Consult (and attend and prepare minutes of all necessary consultations and conferences) to the extent required by County with authorized employees and representatives of County relative to the design and construction of the Project.
- C. Cooperate with other professionals employed by County to perform services related to the Project.
- D. Advise Director as to the necessity and manner of providing or obtaining services related to the site, such as: property boundary, right of way, topographic, hydrographic and utility surveys, soil mechanics, and subsoil data.
- E. Review site surveys, subsoil data, chemical, mechanical, and other data logs of borings, and similar information, and advise County whether such data is sufficient for purposes of design, or whether additional data is necessary before A/E can proceed with design.
- F. Discuss with Director any of County's requirements and procedures affecting its construction projects which, in the opinion of A/E, would not lead to the best results when applied to the Project.
- G. Develop a cost-effective approach to the Project.
- H. Correct or revise, without additional cost to County, any errors or deficiencies in A/E's services furnished under this Agreement.
- I. Perform professional services in accordance with public laws, ordinances, and regulations applicable to the Project to be performed under this Agreement.
- J. Contract for or employ at A/E's expense, customary consultants to A/E such as architects, mechanical, electrical, structural, and civil engineers to the extent A/E deems necessary for design of the Project and subject to approval of Director. Each such consultant rendering professional services under this Agreement shall be duly licensed to practice under the appropriate laws of the State of California and shall be approved by Director. Neither approval by Director, nor any of the foregoing procedures, shall create any contractual relationship between County and any consultant employed by A/E.
- K. Designate as the Project Manager a principal or member of A/E's staff who shall be approved by Director and who shall be in charge of the services for the Project commencing with the preparation of Schematic Designs through the completion of construction so long as such Project Manager's performance is acceptable to Director.

- L. Designate by letter addressed to Director, persons authorized to sign letters, papers, and other documents relative to the services to be performed herein on behalf of A/E.
  - M. Abide by County's A/E Manual dated March 1, 1996 set forth in Exhibit D, as revised or amended, Design Build Manual for Design-Builder dated June 14, 2016, and Design Build Manual for Scoping Professional dated September 29, 2009, and all regulations imposed by County determined funding sources including, but not limited to, auditing requirements and payroll affidavits.
  - N. The books, papers, records, and accounts of A/E, insofar as they relate to charges for services, or in any way connected with services herein contemplated, shall be open during reasonable business hours to inspection and audit by the authorized employees and representatives of County. Said records shall be retained for a minimum of five years after completion of services.
  - O. In compliance with the Los Angeles County Municipal Storm Water National Pollutant Discharge Elimination System (NPDES) permit, the Project type, if included in County's Development Planning for Storm Water Management manual, is required to comply with the Standard Urban Storm Water Mitigation Plan (SUSMP), which was approved by the Los Angeles Regional Water Quality Control Board on March 8, 2000. The A/E shall prepare a drainage concept and storm water quality plan for the Project in accordance with the SUSMP requirements.
  - P. Use the latest version of Primavera Project Planner for project scheduling and the latest version of Primavera Expedition for project and document management.
  - Q. Deliver to Director fully completed Construction Documents. The working drawings shall be made on high-grade paper with pencil or ink, or shall be reproductions on material of such quality as will remain permanent for production of legible prints. Size and quality of transparencies shall be as instructed by Director and samples shall be submitted to Director for approval.
4. Additional Architectural/Engineering (A/E) Services. Consultant shall provide additional A/E) services described below:

A. Schematic Design Phase

Upon authorization by Director to proceed with Schematic Design Phase, A/E shall:

- i. In consultation with Director, receive from County the approved program, budget, and other requirements of the Project.
- ii. Prepare Schematic Design studies incorporating the program requirements and including site plans, floor plans, elevations, sections, and other drawings necessary to describe the Project. Schematic studies shall be revised by A/E until an acceptable design concept has been approved by Director.
- iii. Prepare outline specifications in sufficient detail and in a form satisfactory to Director to permit an analysis of the proposed construction; criteria and performance standards of materials and methods of construction specified; a tabulation of both gross and assignable floor areas; and a comparison to the initial program area requirements and other criteria.
- iv. Prepare a written Schematic Phase Project construction cost estimate specifying ENR index used.

B. Design Development Phase

Upon authorization by Director to proceed with the Design Development Phase, A/E shall:

- i. Based on the approved schematics, prepare plot plans, architectural, structural, mechanical, and electrical floor plans; elevations; cross-sections and other required drawings; and outline specifications describing the size, character, and quality of the entire project in its essentials as to kinds and locations of materials, and type of structural, mechanical, and electrical systems.
- ii. Prepare a construction cost estimate in material and labor breakdown form based on the Design Development drawings and specifications.
- iii. The information in the Design Development Phase shall be sufficiently complete to cover all matters which will materially affect the cost of the Project, and all essential operational requirements of the project program.
- iv. Furnish to County a mounted and framed (without glass) perspective rendering of the project in color.

- v. Revise Design Development documents to the satisfaction of Director.

C. Construction Documents Phase

Upon authorization by Director to proceed with Construction Documents, A/E shall:

- i. Based on the approved Design Development, prepare Construction Documents consisting of working drawings, specifications and computations in a form satisfactory to Director, and secure required approvals and permits. Prepare Construction Documents in full compliance with applicable building codes, ordinances, and other regulatory authorities. Submit to County for final review.
- ii. Prepare a construction cost estimate in a material and labor breakdown form based on completed Construction Documents. The estimate shall itemize basic and alternate costs in conformance with the Form of Proposal intended for bidding purposes.
- iii. Submit final Construction Documents, including all necessary corrections, which shall present a clear and complete coverage of the Project for the proper submittal of bids and the orderly expeditious construction of the Project.
- iv. Prepare supplementary conditions, general requirements, forms of bid proposal, and other documents in such detail as may be required to obtain competitive bidding for the entire Project or any division of the Project and incorporating County standard documents and/or documents of appropriate authorities as furnished by Director.

D. Bidding Phase

Upon solicitation of bids by County, A/E shall:

- i. Prepare clarification documents for release by Director as required.
- ii. Assist Director with review, evaluation, and recommendations for awarding construction Contract.
- iii. Assist the Department in solicitations of the Project.
- iv. Attend pre-bid meetings as required.

E. Construction Administration Phase

Upon award of construction contract by County, A/E shall:

- i. Make periodic (at a minimum, weekly) visits to the Project to ascertain the progress of the Project and its general compliance with Construction Documents; attend project meetings and prepare minutes of such meetings for distribution as directed by Director. A/E shall also visit the Project promptly whenever requested to do so by Director. A/E shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Project, and shall not be responsible for the Contractor's failure to carry out the Project in accordance with the Contract documents.
- ii. Interpret the Construction Documents and furnish one copy in reproducible form of any clarification drawings and other documentation required. Prepare, for approval by Director, change orders to Construction Documents which are necessary as a result of such interpretations and/or clarifications. Solicit and analyze price quotations received from the construction contractor for proposed change orders and advise Director as to the acceptability of same. Obtain from the contractor or contractors a breakdown estimate of construction cost showing material and labor quantities when so instructed by Director.
- iii. Examine each application for payment by the Contractor. When such application is found to be correct, A/E shall attach to each copy of said payment application, a copy of the regular form of payment certificate, properly drawn and executed, or shall sign the certificate on the payment request form and shall forward same to Director. If, for any reason, A/E or his designated representative is unavailable, Director may examine, approve, and certify said payment application on behalf of County.
- iv. Make monthly reports in writing to Director as to the progress of the Project by the contractor and to furnish other customary reports as and when requested by Director.
- v. Authorize necessary addition or deletion of items of work covered by unit prices in the construction Contract when determined to be necessary and previously approved by Director.
- vi. Review and approve all submittals by the Contractor, including shop drawings, product data, and samples for conformance with design concept and Contract documents. All reviews will be accomplished in a timely manner so as to cause no delays in the work.



- vii. Prepare a color and finish schedule and all revisions thereof.
- viii. Approve material samples for color and finish.
- ix. Review and advise Director as to the acceptability of the substitutions proposed by construction contractor.
- x. Advise Director as to acceptability of test reports, methods, materials, equipment, and systems.
- xi. Assemble and deliver to Director written guarantees, operating and maintenance instruction books, diagrams, and charts required of the construction contractor.
- xii. Participate in the final acceptance inspections of the Project and advise County as to the acceptability of work performed by construction contractor.
- xiii. Record documents
  - a. The A/E shall verify and incorporate all as-built conditions represented on the job-site As-Built drawings, as noted by the Contractor, into a final record set. A/E shall keep one (1) complete up-to-date set of drawings in an electronic format at all times in his/her office, reserved for use as a set of record drawings. The electronic format set is the original CAD generated drawings used to print the bid set drawings. Throughout the duration of the construction work, it shall be the responsibility of the A/E to maintain a record of all changes in the work electronically on the record set. Updates to the Contract drawings and specifications may include, but are not limited to, underground utility runs, which are installed in locations other than those indicated in the Contract drawings and those lines that have been indicated as to be field run as located. The lines shall be located on the electronic-format record drawings dimensionally from a fixed point, such as a street-curb line, or street centerline, or a permanent structure. All variations from the Contract drawings and any additional information required by the specifications shall be entered on the electronic-format record drawing set as they occur, in an electronic font of contrasting color, properly identified with cloud and delta markings, and layered as directed by the owner's representative. Request for information and no-cost changes to the plans shall also be incorporated as part of the record drawings. Mere references to RFIs, Bulletins, Change Orders, or Supplemental Drawings without graphically incorporating the changes are not acceptable.

- b. A/E's progress payments will be contingent upon the electronic-format record drawings being maintained in a current status, and the owner representative may not approve progress payments unless these electronic-format record drawings are updated regularly. The A/E shall submit to the owner representative together with the application for payment, a package consisting of a copy of the record drawings in an electronic format updated since the previous pay request.
- c. At the conclusion of construction, and as a condition for final A/E payment, the A/E shall complete the incorporation of all remaining changes into the record documents. A/E shall submit to the Project Manager together with the application for final payment, a package consisting of a copy of the record documents in PDF and AutoCAD format, and a reproducible copy of those drawings to show all changes made during construction based upon the contractor's records as provided for in the As-Built drawings and specifications. Each drawing sheet shall be prominently noted Record Drawing. These documents shall become property of County. A spreadsheet similar to the attached example shall be included in the electronic format delivered to County Project Manager. The spreadsheet will contain one line of data for each document submitted in electronic format.
- d. The AutoCAD format shall meet the following requirements:
  - AutoCAD files shall be stored in the AutoCAD version presently used by Public Works. Contact County Project Manager for the latest AutoCAD version.
  - All x-ref's, fonts, layering, OLE objects, pen settings, and shape files shall be bound with all paths removed from x-refs and image files, and shall be displayed identically to their hard copy when viewed on screen or viewer without zooming or other adjustments. In no case shall any of the above items require to be manually loaded prior to the full display of the drawings.
  - All AutoCAD drawings shall be filed according to the sheet index.
  - All AutoCAD drawing files shall be named similar to the index sheet list and should identify the main content of the drawing, e. g., A-3\_Floor, A-4\_Elev, A-6\_Det, etc.

- Subject to Article 68.1.7 and upon request of County, advise Director of deficiencies in construction of the Project which develop subsequent to acceptance of the Project, but prior to expiration of the warranty period of the Project, and review satisfactory methods for corrections of such deficiencies.

5. Additional Services

A/E agrees to provide additional professional services when directed in writing by County, provided that the compensation on the basis therefor has been agreed upon in advance by Director and A/E. Such additional services are defined as, but not limited to:

- A. Redesign changes: Changes in the approvals given by County that repeatedly necessitate substantial revisions in Instruments of Service, except those logically inferable from and consistent with the project objectives and project processes set forth herein, specifically including the Fixed Limit Construction Cost of the Project. No compensation for additional services shall be paid for revisions which may be requested by Director pursuant to Articles 68.1.7 and 72.6.
- B. Preparing measured drawings of existing structures.
- C. Additional services necessary to supervise correction of defects in or damage to the Project (excluding corrections of defects or damage related to or arising from the errors or omissions of A/E).
- D. Additional services caused by the delinquency or insolvency of construction contractor during or after the guarantee period.
- E. Preparing models and special delineations other than studies made at A/E's option.
- F. Preparing alternate proposals (except alternates requested by County to assure receipt of bids within current estimated construction cost) to be included in the Construction Documents.
- G. Providing financial feasibility or other special studies.
- H. Providing planning surveys, site selection evaluations, or comparative studies of prospective sites.
- I. Preparing documents for segregated bids or phased construction unless included as part of Basic Services.

- J. Providing interior design services required for, or in connection with, the specification of furniture and furnishings unless included as part of Basic Services.
- K. Making investigations involving detailed appraisals and valuations of existing facilities, and surveys or inventories required in connection with construction performed by County.
- L. Preparing operating and maintenance manuals and training personnel for operation and maintenance.
- M. Preparing to serve or serving as an expert witness in connection with any public hearing, arbitration proceeding, or legal proceeding.

6. Reimbursable Services

Reimbursable services, when directed in writing by County, are defined as, but not limited to:

- A. The services of County-approved special consultants other than those employed or retained by A/E pursuant to Article 68.1.9.
  - i. Upon advance approval by Director, A/E may retain special consultants to investigate the Project and furnish to A/E a report containing all relevant information as their specialty relates to the Project. Special consultants may be retained in the following fields: foundation engineering (design and construction geology), agronomics, dynamic analysis, acoustical engineering, value engineering and life cycle analysis, energy analysis, risk analysis, and other such services as may be recommended by Director. Six (6) copies of said report shall be filed with the office of Director.

B. Reproduction of Documents

If requested by Director, and except as otherwise provided herein, A/E shall provide copies of the documents which are additional to those required under Basic Services or the Design Manual for review purposes in the number required by Director; the expense of additional reproductions will be borne by County. Director reserves the right to select the type of reproduction and the establishment where said reproduction will be done.

- C. County shall pay A/E for direct cost incurred by A/E with no mark up, for approved reimbursable services, upon satisfactory completion of such services in an amount not to exceed.

7. County's Responsibilities

County will:

- A. Pay all plan checking fees or permit fees to obtain permits for the construction of the Project.
- B. Furnish A/E with a survey of the Project site, indicating the location of existing structures, if any, grades and lines of streets, pavements, boundaries of adjoining properties and contours of the site, and utility services of record.
- C. Provide a program and fixed limit construction cost for the Project, including information as to the space and facility requirements, budget limitations, and scheduling.
- D. Provide construction inspection as described under all applicable portions of Article 68.6 as Director may deem advisable.
- E. Furnish or authorize A/E to furnish soil and foundation data when such data is deemed necessary by Director and A/E, including test logs, soil classifications, soil bearing values, and other data necessary to define subsoil conditions.
- F. Provide necessary forms of contracts, bonds, general conditions of the Contract, and advertisement for bids.
- G. Notify A/E in writing of County administrative procedures required and name County representative authorized to act in its behalf. Director shall review documents submitted by A/E and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the work.
- H. Notify A/E in writing of apparent deficiencies in materials or workmanship during the contractor's warranty period.
- I. Nothing in this Agreement nor any act or failure to act on the part of County shall be construed as a waiver of a claim by County for any defects or deficiencies in the drawings and specifications, or of any A/E services required by this Agreement.
- J. Furnish and release those Construction Documents required for bidding purposes.

## CONSULTANT'S HOURLY FEE SCHEDULE

[INSERT]



## COUNTY-APPROVED FEE SCHEDULE

The fee schedule in this Exhibit C was approved by the Board of Supervisors on August 21, 1990, and is the basis for evaluating Architectural/Engineering (A/E) cost proposals for specific projects requested by Director, and negotiating A/E fees. These schedules are for basic services only, and do not include allowances for planning/programming, Value Engineering, Furniture, Fixtures, and Equipment (FF&E), or other extra services as indicated on the following page.

The A/E fee for facilities designed to County construction standards will be targeted at approximately 80 percent of the maximum schedule fee in each facility classification group. With the appropriate justification based on unusual circumstances, conditions, or complexity, as well as additional services, consideration may be given to negotiate up to the maximum fee indicated in the schedule.

Targets for estimating/negotiating A/E fees for each phase of design are as follows:

Schematic Design*	18 percent
Design Development	15 percent
Construction Document	40 percent
Bidding/Construction Admin.	22 percent
Record Drawings	<u>5 percent</u>
TOTAL	100 percent

\*The Schematic Design Phase includes the development of three (3) unique design solutions supported by the development/analysis of three (3) separate and distinct exterior treatments and structural/mechanical/electrical systems approaches, AND the presentation of a client decision briefing at the 40-50 percent point of the Schematic Phase to select a single schematic solution for further development.

### A/E FEES

The Basic Service fee shown on the Architect/Engineer Fee Schedule, approved by the Board of Supervisors on August 21, 1990, includes services as identified below. Services beyond this scope or in addition to Basic Services of the





Agreement must be compensated as Additional Services to the A/E.

### BASIC SERVICES

Architectural  
Structural  
Mechanical  
Electrical, Including Low Voltage Electronics  
Civil  
Landscape

This includes Schematic, Design Development, Construction Document, Bid and Construction Administration Phases including record drawings.

### ADDITIONAL SERVICES

Acoustic/Vibration Studies  
Architectural Programming  
Audio/Visual  
Aviation Planning  
Energy Studies  
Food Service  
Furniture, Fixture, and Equipment Planning  
Graphics/Signage  
Interior Furnishings/Landscape/Office Systems  
Life Safety/Fire Alarm Systems  
Medical Planning and Systems  
Other Special Studies  
Program Analysis/Validation (Beyond requirements of Schematic Design)  
Radiation Physics  
Renderings/Models  
Site/Utility Studies  
Special Lighting  
Telecommunications/Data  
Traffic Studies  
Value Engineering (Beyond product analysis and selection)  
Waste Management  
Water Reclamation

### CLASSIFICATION OF NORMAL PROJECTS BY FEE SCHEDULE

#### GROUP I (SCHEDULE I)

Heating and Refrigeration Plants  
Hospitals  
Jail Facilities  
Sheriff's Stations

Health Buildings  
Coroner's Buildings  
Courthouse  
Historical Preservation Projects  
Data Processing Centers

GROUP II (SCHEDULE II)

Office Buildings  
Probation Department Buildings  
Pistol Ranges  
Fire Stations/Training Centers  
Animal Shelters  
Nurses/Interns Residences  
Laundry Buildings  
Hobby Shops  
Art Institutes/Museums  
Lifeguard Headquarters Buildings  
Park Developments (including buildings)  
Community Buildings, Clubhouses  
Swimming Pools and Bathhouses  
Libraries  
Comfort Stations/Dressing Rooms  
Schools/Classrooms

GROUP III (SCHEDULE III)

Maintenance and Construction Service Shops  
Garage Buildings (Service)  
Garage Buildings (Parking)  
Parking Lots  
Paint Shops, Carpenter Shops, etc.  
Warehouses  
Landscaping  
Utility Buildings

Remodel projects may have fees up to 1.5 times the basic fee. This is negotiable based upon the complexity of the project.

AGREED PRELIMINARY ESTIMATE ARCHITECTURAL FEE

SCHEDULE I

<u>Project Value</u>				
\$ 0 -	\$ 200,000	11.0%		
200,001 -	500,000	\$ 22,000 plus	10.0% in excess of	\$ 200,000
-				
500,001 -	1,000,000	52,000 plus	9.5% in excess of	500,000
1,000,001 -	2,000,000	99,500 plus	9.0% in excess of	1,000,000
2,000,001 -	5,000,000	189,500 plus	8.5% in excess of	2,000,000
5,000,001 -	10,000,000	444,500 plus	8.0% in excess of	5,000,000
10,000,001 -	30,000,000	844,500 plus	7.5% in excess of	10,000,000
\$30,000,001 -	and over	\$2,444,000 plus	6.5% in excess of	\$30,000,000

SCHEDULE II

\$ 0 -		10.5%		
200,001 -	500,000	\$ 21,000 plus	9.5% in excess of	\$ 200,000
500,001 -	1,000,000	49,500 plus	9.0% in excess of	500,000
1,000,001 -	2,000,000	94,500 plus	8.5% in excess of	1,000,000
2,000,001 -	5,000,000	179,500 plus	8.0% in excess of	2,000,000
5,000,001 -	10,000,000	419,500 plus	7.5% in excess of	5,000,000
10,000,001 -	20,000,000	794,500 plus	7.0% in excess of	10,000,000
\$20,000,001 -	and over	\$1,494,500 plus	6.0% in excess of	\$20,000,000

SCHEDULE III

\$ 0 -	\$ 200,000	10.0%		
200,001 -	500,000	\$ 20,000 plus	9.0% in excess of	\$ 200,000
500,001 -	1,000,000	47,000 plus	8.5% in excess of	500,000
1,000,001 -	2,000,000	89,500 plus	8.0% in excess of	1,000,000
2,000,001 -	5,000,000	169,500 plus	7.5% in excess of	2,000,000
5,000,001 -	10,000,000	394,500 plus	7.0% in excess of	5,000,000
10,000,001	and over	\$ 744,500 plus	6.5% in excess of	10,000,000



# ARCHITECT & ENGINEER DESIGN SERVICES MANUAL

[INSERT]



## CONTRACTOR'S EEO CERTIFICATION

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date





### **2.203.010 Findings.**

The board of supervisors makes the following findings. County of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, County of Los Angeles has determined that it is appropriate to require that the businesses with which County contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, County but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by County pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means County of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to County that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



# *Safely* Surrendered



No shame. No blame. No names.

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# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

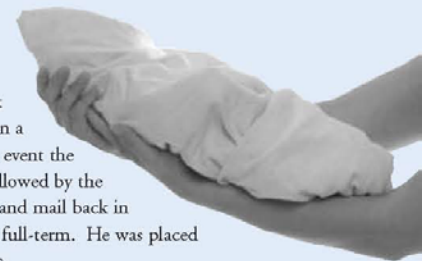
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

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# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

## ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



