



## County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI  
Chief Executive Officer

**DATE:** November 30, 2017  
**TIME:** 1:00 p.m.  
**LOCATION:** Kenneth Hahn Hall of Administration, Room 830

### AGENDA

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

1. Call to order – Dorinne Jordan/Gevork Simdjian
- A) **Board Letter – APPROVE CHILD CARE SALARY/RETENTION INCENTIVE (AB 212) CONTRACT FOR FY 2017-18 FROM THE CALIFORNIA DEPARTMENT OF EDUCATION**  
CEO SIB – Harvey Kawasaki
- B) **Board Letter – RECOMMENDATION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO EXTEND AND UPDATE A NON-MONETARY ONE-YEAR MONTH TO MONTH CONTRACT WITH AROUND THE KORNER CENTER FOR SCHOOL AGE ENRICHMENT TO OPERATE THE VAN NUYS CIVIC CENTER CHILD DEVELOPMENT CENTER COMMENCING JANUARY 1, 2018**  
CEO SIB – Harvey Kawasaki
- C) **Board Letter – HALL OF ADMINISTRATION BOARD AUDIO CONTROL ROOM WORKPLACE SAFETY PROJECT CATEGORICAL EXEMPTION; APPROVE CAPITAL PROJECT; APPROVE PROJECT SCOPE AND BUDGET; CAPITAL PROJECT NO. 87406**  
ISD – Scott Minnix or designee
- D) **Board Letter – RECOMMENDATION TO APPROVE MASTER AGREEMENT FOR DISPUTE RESOLUTION, MEDIATION AND RELATED SERVICES**  
DHR – Lisa Garrett
- E) **Board Letter – APPROVAL OF FUNDS FROM THE COUNTY'S INFORMATION TECHNOLOGY FUND FOR THE COUNTYWIDE IMPLEMENTATION OF ELECTRONIC PERSONNEL DIGITIZATION AND RECORDS MANAGEMENT PROJECT**  
DHR – Lisa Garrett or designee  
RR/CC – Dean Logan or designee  
CEO CIO – Peter Loo
- F) **Voting Solutions for All People (VSAP) Update**  
RR/CC – Dean Logan

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2. Public Comment

3. Adjournment

Child Care Salary/Retention Incentive Board Letter to Renew Contract for Fiscal Year 2017-18  
[December 19, 2017] Agenda [DRAFT: OCTOBER 30, 2017]

## BACKGROUND

- AB 212, signed into law in September 2000, was designed to address the low salaries and high turnover rates in California Department of Education/Early Education and Support Division (CDE/EESD)-contracted child care and development programs.
- Los Angeles County launched the Investing in Early Educators Stipend Program as a project of the Child Care Planning Committee with Cycle 1 in fiscal year (FY) 2001-02.
- Eligible participants earn a stipend by completing three or six semester units of college coursework towards a degree in child development or closely related field with a grade "C" or better.
- In 2005, the County of Los Angeles sponsored AB 1285 to grant a waiver to expand the pool of participants in our County beyond persons working in CDE/EESD-contracted child care and development centers to teachers in non-CDE/EESD contracted centers serving a majority of state subsidized children and family child care providers who participate in a CDE/EESD-contracted Family Child Care Home Education Network or serve a majority of state subsidized children. The waiver became effective in January 2006. Budget Trailer Bill Language in 2010 continued the expansion throughout the life of the program.
- Since 2001, 21,949 persons working in child care and development programs serving low-income families in Los Angeles County have earned a stipend for completing college coursework towards a degree in child development. Of the participants, 3,818 have earned an Associate of Arts, Bachelor of Arts/Science and/or Master Degree in child care and development.
- Annually, the Board of Supervisors has approved the Child Care Salary/Retention Incentive contract.

## CURRENT STATUS

- The Office for the Advancement of Early Care and Education on behalf of the Child Care Planning Committee received the contract from the CDE/EESD on October 26, 2017.
- The Board letter with the contract was presented to the Child and Family Well-being (CFWB) Cluster on [November 29, 2017] and the Operations Cluster on [November 30, 2017]. No issues were raised during the meetings.
- The contract supports implementation of the Investing in Early Educators Stipend Program, which includes issuing stipends ranging from \$750 - \$2,900 to early educators completing college coursework. Each year, the stipend amounts are determined by the amount of state funding and the number of successful applicants participating in the cycle.

## BOARD RECOMMENDATIONS

1. Approve the Child Care Salary/Retention Incentive contract (Attachment A) with the CDE in the amount of \$3,078,883 for the period beginning July 1, 2017 through June 30, 2018.
2. Adopt the Resolution (Attachment B) authorizing the Chief Executive Officer (CEO), or her designee, to act as the agent for the County to execute the State and Federal Certifications regarding lobbying, debarment, suspension, a drug-free workplace and civil rights, as well as any amendments that may be deemed necessary to implement this contract
3. Authorize the Office for the Advancement of Early Care and Education within the Service Integration Branch of the CEO to implement the contract on behalf of the Child Care Planning Committee.



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

SACHI A. HAMAI  
Chief Executive Officer

December 19, 2017

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

Dear Supervisors:

**APPROVE CHILD CARE SALARY/RETENTION INCENTIVE (AB 212) CONTRACT FOR  
FISCAL YEAR (FY) 2017-18 FROM THE CALIFORNIA DEPARTMENT OF EDUCATION  
(ALL DISTRICTS AFFECTED)  
(3-VOTES)**

**SUBJECT**

Approve the annual contract from the California Department of Education (CDE) to continue implementation of the Investing in Early Educators Stipend Program ("Stipend Program"). The Stipend Program provides cash stipends to eligible early educators working directly with children in CDE-contracted child care and development programs and other qualifying programs, and who complete at least one three-unit class in child development leading to a degree. The contract amount for Fiscal Year (FY) 2017-18 is \$3,078,883.

**JOINT RECOMMENDATION WITH THE CHILD CARE PLANNING COMMITTEE THAT THE BOARD:**

1. Approve and instruct the Chair to sign in blue ink three original copies of the attached contract (Attachment A) with the CDE for the Child Care Salary/Retention Incentive program. This contract funds the continuation of the local Stipend Program for FY 2017-18 in the amount of \$3,078,883. The Office for the Advancement of Early Care and Education within the Service Integration Branch of the Chief Executive Office administers this contract on behalf of the Child Care Planning Committee (Planning Committee).
2. Adopt the attached Resolution (Attachment B) to authorize the Chief Executive Officer (CEO), or her designee to act as the agent for the County to execute the State and Federal Certifications regarding lobbying, debarment, suspension, a drug-free workplace, and civil rights, as well as any amendments that may be deemed necessary to implement this contract.

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

3. Authorize the CEO or her designee to prepare and execute any and all documents as may be necessary to implement this contract. Approval as to form will be obtained by County Counsel prior to executing any amendments.

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

The Office for the Advancement of Early Care and Education has administered the Child Care Retention/Stipend Incentive program (Attachment C) under this contract with CDE since FY 2001-02. The purpose of this program, known locally as the Investing in Early Educators Stipend Program ("Stipend Program"), is to improve the retention and academic achievement of persons working with children in qualifying child care and development centers and family child care homes.

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

The Stipend Program contributes to the County's efforts to achieve three Strategic Plan goals – Make Investments that Transforms Lives; Foster Vibrant and Resilient Communities; and Realize Tomorrow's Government. The Stipend Program is designed to enhance the quality of child care and development programs by promoting the professional development and educational attainment of teachers and providers working in centers and family child care homes in which most of the children are subsidized by the State. A well-educated and trained workforce contributes to the overall well-being of children and strengthens families in partnership with community resources inclusive of health, mental health, and social services.

### **FISCAL IMPACT/FINANCING**

Approval of this CDE contract will provide a total of \$3,078,883 for the continued operation of the Stipend Program. Funding is included in the Chief Executive Office FY 2017-18 Adopted Budget. All costs associated with this contract are fully covered by funding from CDE at no County cost.

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

Assembly Member Dion Aroner, introduced Assembly Bill (AB) 212 (Chapter 57) for the purposes of addressing the low salaries and high turnover rates in CDE-contracted child care and development programs. The bill was signed into law in 2000 and funding to implement the legislation was included in the FY 2000-01 State Budget. Los Angeles County launched the Stipend Program in FY 2001-02.

In 2005, the County of Los Angeles sponsored AB 1285 (Chapter 650), authored by Assembly Member Cindy Montañez. This legislation was successful and granted a waiver to the Los Angeles County Stipend Program to expand the pool of participants beyond persons working in CDE-contracted child care and development centers. As a result of AB 1285, participants include:

- Teachers in non-CDE-contracted centers serving a majority of state subsidized children; and
- Family child care providers who participate in a CDE-contracted Family Child Care Home Education Network or serve a majority of state-subsidized children.

The waiver became effective in January 2006. As a result of the 2010 Budget Trailer Bill, the extension continues throughout the life of the program. The contract before the Board of Supervisors (Board) will support the continued operation of the Stipend Program through FY 2017-18.

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

During FY 2016-17, 1,536 persons working directly with children in child care and development programs serving low-income families in Los Angeles County completed at least one three-semester unit college course and received a cash stipend. Ninety-one percent of the participants worked in a center-based program, while nine percent were family child care providers. Stipend payments totaled \$2,749,225 and were paid directly to persons working in the programs.

In addition, the Stipend Program awarded graduation stipends to persons earning a degree in child development as follows:

- 47 participants earned an Associate of Arts (AA) degree;
- 58 participants earned a Bachelor of Arts/Sciences (BA/BS) degree; and
- 32 participants earned a Master of Arts (MA) degree.

Since 2001, the Stipend Program has awarded stipends to:

- 27,949 persons working in child care and development programs in Los Angeles County; and
- 3,818 persons earning an AA, BA/BS, or MA degree.

The Stipend Program has generated growing interest in and support for gaining college units leading to a degree in child development throughout the early care and education field. Professionalizing the workforce matched with other program supports is considered by research as an important means for improving the quality of services provided to children and their families.

## **CONCLUSION**

Upon approval by the Board, the following documents will require original signatures in blue ink:

- Attachment A - includes three original copies of the contract, each requiring an original signature by the Chair of the Board; and
- Attachment B – includes three original copies each of the Resolution Form that is to be completed and signed by the Executive Officer of the Board and the Contractor Certification Clauses (CCA 04/2017), California Civil rights Laws Certification (CO-005) and Federal Certifications (CO.8) for signature by the CEO.

Completed documents should be returned to:

Office for the Advancement of Early Care and Education  
Service Integration Branch, Chief Executive Office  
222 South Hill Street, 5th Floor  
Los Angeles, CA 90012

The Office for the Advancement of Early Care and Education will forward the signed documents to the CDE, as required for full execution of the contract.

Respectfully submitted,

SACHI A. HAMAI  
Chief Executive Officer

NELLIE RÍOS-PARRA  
Chair, Child Care Planning Committee

SAH:JJ:FD  
HK:MPS:km

Attachments (3 sets)

c: Executive Office, Board of Supervisors  
County Counsel  
Auditor-Controller  
Budget and Fiscal Services

# Attachment A



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 17 - 18****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****DATE:** July 01, 2017**CONTRACT NUMBER:** CRET-7018**PROGRAM TYPE:** CC SALARY/RETENTION  
INCENTIVE**PROJECT NUMBER:** 19-2419-00-7**CONTRACTOR'S NAME:** LOS ANGELES COUNTY BOARD OF SUPERVISORS

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the GENERAL TERMS AND CONDITIONS (GTC 04/2017)\*; the PROGRAM REQUIREMENTS FOR CHILD CARE SALARY/RETENTION INCENTIVE PROGRAM\*; the approved STAFF RETENTION PLAN FOR SUBSIDIZED CENTER BASED PROGRAMS (AB212); and the FUNDING TERMS AND CONDITIONS (FT&C)\*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2017 through June 30, 2018. The total amount payable pursuant to this Agreement shall not exceed \$3,078,883.00.

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this Agreement.

APPROVED AS TO FORM:

By Carol Seawall  
Deputy

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://cde.ca.gov/fg/aa/cd/ftc2017.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING VALARIE BLISS,		PRINTED NAME AND TITLE OF PERSON SIGNING Supervisor Sheila Kuehl, Chair	
TITLE CONTRACT MANAGER		ADDRESS 500 W. Temple Street, Los Angeles, CA 90012	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 3,078,883	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Department of General Services use only	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached		
TOTAL AMOUNT ENCUMBERED TO DATE \$ 3,078,883	ITEM See Attached	CHAPTER	STATUTE FISCAL YEAR
OBJECT OF EXPENDITURE (CODE AND TITLE) 702			
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER See Attached		DATE	

**CONTRACTOR'S NAME:** LOS ANGELES COUNTY BOARD OF SUPERVISORS

**CONTRACT NUMBER:** CRET-7018

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 1,981,283	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.575 PC# 000326 14990-2419			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 1,981,283	ITEM 30.10.020 6100-194-0890	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5035 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 327,880	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 24151-2419			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 327,880	ITEM 30.10.020.901 6100-194-0001	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5035 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 769,720	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.575 PC# 000175 14092-2419			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 769,720	ITEM 30.10.020.901 6100-194-0890	CHAPTER B/A	STATUTE 2017	FISCAL YEAR 2017-2018
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5035 Rev-8290			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

# **Attachment B**

## RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2017–18.

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### RESOLUTION

BE IT RESOLVED that the Governing Board of the County of Los Angeles

authorizes entering into local agreement number CRET-7018 and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Sachi A. Hamai</u>	<u>Chief Executive Officer</u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_ 2017, by the  
Governing Board of Supervisors  
of Los Angeles County, in the State of California.

I, \_\_\_\_\_, Clerk of the Governing Board of  
Supervisors, of Los Angeles County, in the  
State of California, certify that the foregoing is a full, true and correct copy of a resolution  
adopted by the said Board at a regular meeting thereof held at a  
regular public place of meeting and the resolution is on file in the office of said Board.

\_\_\_\_\_  
(Clerk's signature)

\_\_\_\_\_  
(Date)

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
County of Los Angeles Board of Supervisors		95-60000927
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
Sachi A. Hamai, Chief Executive Officer		
<i>Date Executed</i>	<i>Executed in the County of</i>	
	Los Angeles	

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



**CO.8 (REV. 5/07)**

## **FEDERAL CERTIFICATIONS**

### **CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

#### **1. LOBBYING**

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### **2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### **3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.805 and 76.810-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

222 South Hill Street, 5th Floor

Los Angeles, California 90012

Check [ ] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE  
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

**ENVIRONMENTAL TOBACCO SMOKE ACT**

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	Los Angeles County	CONTRACT #	CRET-7018
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Sachi A. Hamai, Chief Executive Officer			
SIGNATURE		DATE	

**CO-005**

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i> Los Angeles County Board of Supervisors		<i>Federal ID Number</i> 95-60000927
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> <b>Sachi A. Hamai, Chief Executive Officer</b>		
<i>Date Executed</i>	<i>Executed in the County and State of</i> Los Angeles, California	

# **Attachment C**

## Staff Retention Plan for State Subsidized Center Based Programs (AB 212)

**Description:**

The staff retention program was developed to assist counties in improving the retention of qualified employees who work directly with children who receive state subsidized child care services.

**Return To:** Linda M. Parfitt, Consultant  
Early Education and Support Division  
California Department of Education  
AB 212 Staff Retention Plan  
1430 N Street, Suite 3410  
Sacramento, CA 95814-5901

### APPLICANT ORGANIZATION INFORMATION

County **Los Angeles**

Legal Entity for this County's Local Planning Council:  
**Los Angeles County Board of Supervisors**

Agency Contact: **Michele P. Sartell**

Title: **Program Specialist III/Office for the Advancement of ECE**

Address: **222 South Hill Street, 5<sup>th</sup> Floor**

City: **Los Angeles** Zip **90012**

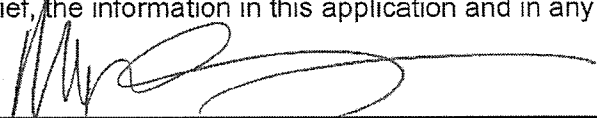
Phone: **213.974.5187**

Fax: **213.217.5106**

### CERTIFICATION

The funding requested herein is to supplement, not supplant, existing efforts and investments to retain qualified child care staff at the local level. The funding associated with this request shall be allocated to retain qualified child care employees who work directly with children who receive subsidized care in State- subsidized, center-based programs.

I certify under penalty of perjury that: I am the Local Planning Coordinator or other authorized representative for this County; I have read the full content of the Guidelines for this funding; and to the best of my knowledge and belief, the information in this application and in any attachments hereto are true and correct.

  
Signature, LPC Coordinator (or authorized representative)

**18 April 2017**  
Date

Michele P. Sartell, Child Care Planning Coordinator/Program Specialist III  
Typed Name and Title

#### CDD USE ONLY

Application meets AB 212 Guideline Requirements

YES

NO

**Section I – Introduction**

The Los Angeles County ~~Office of Child Care~~ Office for the Advancement of Early Care and Education (OAECC), located within the Service Integration Branch of the Chief Executive Office, will administer the AB 212 Early Education Staff Retention contract program, entitled in our County the Investing in Early Educators – Stipend Program (Stipend Program). The Stipend Program is designed to increase the retention and academic preparedness of teachers working in child development programs – centers and family child care homes – in which most of the children are subsidized by the California Department of Education/Early Education and Support Division (CDE/EESD). Stipends are made available to teachers completing college coursework that informs their work with children and families, and/or contributes toward a degree in child development or a closely related field.

Approved by the Governor on October 7, 2005, AB 1285 (Chapter 650) allows Los Angeles County to expand the population eligible to participate in the CDE/EESD-contracted Early Education Staff Retention program to include providers participating in Family Child Care Home Education Networks (FCCHENs), and family child care providers and teaching staff from programs that serve a majority of children subsidized through CDE/EESD-contracted Alternative Payment (AP) Program agencies. The plan for Los Angeles County reflects the provisions of this chaptered legislation.

The components of the Stipend Program are as follows:

**Stipends** for educational attainment will be provided as incentives to early childhood educators at various professional levels including: teachers in CDE/EESD-contracted programs, providers participating in FCCHENs, teachers working in programs that are serving a majority of children subsidized through the CDE/EESD-contracted AP Program agencies, and family child care providers serving a majority of CDE/EESD subsidized children. Graduation stipends will be given to eligible applicants who have completed coursework for an associate (AA), bachelor (BA) or master (MA) degree within the application cycle. Center staff and family child care providers who have not yet obtained a permit may participate for three cycles (beginning in 2013-14) without the permit in order to take the classes needed to make them eligible to apply for a permit.

**Information and Technical Assistance** in the form of *Career Options in Child Development* information packets will be made available to Stipend Program applicants, Professional Growth Advisors, college instructors, child development program managers, and staff of programs participating in the Quality Rating and Improvement Systems (QRIS) operating in Los Angeles County. In addition to offering hard copies, individuals and groups will be directed to the ~~Office of Child Care~~ OAECC website at [www.childcare.lacounty.gov](http://www.childcare.lacounty.gov) where the packet is available for download. Academic counseling will be available on a limited basis for applicants ~~through the Office of Child Care~~, however participants will be encouraged to seek primary advising from their college so as not to interfere with their ability to register for classes. Entry level teachers and providers will be encouraged to obtain their permits.

**Stipends** for educational attainment will be provided as incentives to early childhood educators at various professional levels including: teachers in CDE/EESD-contracted programs, providers participating in FCCHENs, teachers working in programs that are serving a majority of children subsidized through the CDE/EESD-contracted AP Program agencies, and family child care providers serving a majority of CDE/EESD subsidized children. Graduation stipends will be given to eligible applicants who have completed coursework for an associate (AA), bachelor (BA) or master (MA) degree within the application cycle. Center staff and family child care providers who have not yet obtained a permit may participate for three cycles (beginning in 2013-14) without the permit in order to take the classes needed to make them eligible to apply for a permit.

**Section I – Introduction (continued)**

**Information and Technical Assistance** in the form of *Career Options in Child Development* information packets will be made available to Stipend Program applicants, Professional Growth Advisors, college instructors, child development program managers, and staff of programs participating in the Quality Rating and Improvement Systems (QRIS) operating in Los Angeles County. In addition to offering hard copies, individuals and groups will be directed to the ~~Office of Child Care~~ OAECC website at [www.childcare.lacounty.gov](http://www.childcare.lacounty.gov) where the packet is available for download. Academic counseling will be available on a limited basis for applicants through the ~~Office of Child Care~~, however participants will be encouraged to seek primary advising from their college so as not to interfere with their ability to register for classes. Entry level teachers and providers will be encouraged to obtain their permits.

**Data Collection** will involve the information supplied by the applicants in their applications and verification forms. Staff will conduct limited analysis of this data for informational purposes. The ~~Office of Child Care~~ OAECC has revised its application and verification form to collect required information on its participants for entry into the Professional Development Training Profile that is uploaded at the end of the fiscal year to a secure page of the Child Development Training Consortium website. The OAECC, in partnership with the Child Care Alliance of Los Angeles, has begun the process of encouraging participants to establish a profile in the California Early Care and Education Workforce Registry to obtain a unique identifier, which will be used in lieu of Social Security Numbers. is working to conform to CDE registration requirements by using our current database given our large population of 2,000 plus applicants. The OAECC is exploring opportunities to conduct analyses on data collected on Investing in Early Educators Stipend Program since its inception. Areas of interest include: years of participation, degree achievement by participants, and upgrades on the child development permit matrix.

**Communication and Collaboration** with Los Angeles community colleges, First 5 LA, QRIS initiatives, Child Care Alliance of Los Angeles, LAUP and other efforts impacting the workforce will continue. Lessons learned from our experience with the Stipend Program will inform these efforts. In addition, the Child Care Planning Committee – Los Angeles County's Local Child Care and Development Planning Council (LPC) – will continue to serve as an advisory to ongoing planning inclusive of program modifications to the program and implementation.

**Section II – Current Needs and Resources**

Many efforts undertaken in the last few years have provided a sharper focus on the current needs, limitations and resources that impact the enhancement, retention and growth of the early care and education workforce in Los Angeles County. ~~Among recent impacts is the sunset of LAUP's ASPIRE program and the pending sunset of the workforce consortium. As a result of the close of ASPIRE, there is confusion amongst staff working in early care and education programs regarding eligibility for the Investing in Early Educators Stipend Program, particularly among early educators serving children in Head Start programs. The Office of Child Care is exploring the impact that the sunset of ASPIRE means to the field working in programs that do not serve children subsidized by the State. Anecdotally, the stipend seems to serve as an incentive among some early educators—particularly older staff—who may be more hesitant to continue their education, particularly when balancing full-time jobs and caring for their families. Additionally, we~~ We have found this same population of early educators to be more inclined to attend classes on college campuses rather than taking advantage of online coursework, which would seem easier than driving to campus, parking and then making it to class on time. A more positive assessment of the program participants and the challenges they encounter while pursuing their education might be appropriate.

A significant number of our applicants depend on the stipends as a means to pursue their degrees in early care and education. Each cycle represents between 150 and 200 participants who have achieved an AA, BA or MA degree. Given ~~current and emerging initiatives~~ such as QRIS to raise the qualifications of the early care and education workforce as described in the previous section, the 2016-17 2017-18 plan continues to award these degree stipends as funding allows, particularly given the recent 25 percent cut to the program. This coming year will include an exploration and discussion of strategies to intentionally link the stipend program with QRIS work underway by the QRIS Architects.

The number of applicants to the Stipend Program has stabilized, showing evidence of a stronger applicant pool and greater familiarity with the program requirements. Another positive change has been incentivizing the acquisition of the child development permit, thus eliminating a barrier to potential applicants working in programs that do not require it. In Cycle 18 19, participation in the Stipend Program will be open to those who do not already hold a permit to apply, allowing them the time to complete required coursework to earn the permit. All participants who have previously earned a permit must retain a valid and current permit during their participation in Cycle 18 19.

The majority of Stipend Program recipients are matriculating at community colleges in Los Angeles County. Many of our participants are continuing education students, some of whom require remediation, and therefore do not represent the renewed focus of the community college system. Community colleges have shifted their attention to new high school graduates with firm plans to transfer to a four year school and able to maintain full or official part-time status. As such, there is a preference for registering ongoing students who are successfully carrying at least a part-time course load, therefore impacting the continuing education goals of a segment of the early care and education workforce.



**Section III – Priorities**

The OAECC, historically, has been able to award stipends to all eligible participants who meet the education requirements regardless of the established priorities. However, we understand that the future of the program and the ability to award stipends to participants in each of the priority categories depends on the funding allocation in each budget year. The priorities set forth in this plan are aligned with the original intent of AB 212 and the ensuing legislation that allowed Los Angeles County to expand eligibility to early educators working in centers and family child care homes serving a majority of children receiving services subsidized by the state.

**First Priority:** Teaching staff in CDE/EESD-contracted centers holding a valid Child Development Permit or working toward meeting permit requirements, working at least 15 hours per week directly with children, and who complete a minimum of three semester units of college coursework will earn stipends.

**Second Priority:** Family child care providers participating in FCCHENs contracted by the CDE/EESD, holding a permit during the stipend cycle or working toward meeting the permit requirements, and who complete a minimum of three semester units of college coursework will earn stipends. FCCHEN status will be verified by the FCCHEN Coordinator.

**Third Priority:** Licensed family child care providers and their assistants and teaching staff in programs serving a majority of children subsidized through a CDE/EESD-contracted AP Program agency at the time of application, who are working a minimum of 15 hours per week directly with children, who complete a minimum of three semester units of college coursework, and who hold a permit during the stipend cycle or are working toward meeting permit requirements. To verify eligibility, each participant must attach a copy of the payment invoice or summary, or contracts provided by the AP Program agency that reimburses the provider or center for the care of subsidized children. These invoices or contracts must list the children currently enrolled and subsidized by the CDE/EESD. The director or provider also must submit the current enrollment number so that the Stipend Program staff may calculate the percentage of subsidized children served at the time of application.

**Fourth Priority:** Stipend Program participants graduating with an AA, BA or MA degree within the stipend cycle will receive a graduation stipend if the degree is in child development or a closely related field.

Stipend amounts will range from \$750 to \$2,000 depending on the number of units completed. Actual stipend awards may be adjusted depending on the availability of funds and the number of applicants. Assistance will be provided to teaching staff and family child care providers who have not obtained a permit and who may need extra help in connecting with a community college and selecting the appropriate classes.

**Section IV – Measurable Outcomes**

1. An estimated 1,080 stipends will be paid to child development staff working in CDE/EESD-contracted programs, providers participating in FCCHENs, and to staff and family child care providers working in programs serving a majority of children subsidized through a CDE/EESD-contracted AP Program agency. The child development personnel will have earned at least three units of college credit to advance their educational goals.
2. Approximately 100 graduation stipends will be given to those earning AA, BA or MA degrees in child development or a closely related field.
3. *Career Options in Child Development* are available for download on the ~~Office of Child Care~~ OAECC website at www.childcare.lacounty.gov. In addition, hard copies of the packets are available by request to individuals and groups (i.e. college instructors) for distribution to their students); copies of the packets also are available to applicants who personally deliver their application and verification materials. ~~to the Office of Child Care.~~
1. Collaboration with other entities – LAUP, First 5 LA, community colleges, QRIS Architects, Child Care Alliance of Los Angeles, Los Angeles County Office of Education, PEACH (Partnerships for Education, Articulation and Coordination through Higher Education) initiatives and more – will result in more comprehensive workforce development planning for Los Angeles County.

**Section V – Fiscal Plan****Part 1: Agency Information****Part 1: Agency Information**Name of Legal Entity: Los Angeles Board of SupervisorsCounty of Service: Los Angeles Funding Allocation: **\$2,309,162.25****Part 2: Budget Information****Planned Expenditures:**Cost of Planning: **\$0.00**Administrative Cost: **\$327,879.56**Retention Activities: **\$1,981,282.69****Instructions for this section****Part 1:**

Legal Entity/Agency: Enter the name of the agency that is the legal entity for Local Planning contract.

County of Service: Enter the name of the county in which services are being provided.

Funding Allocation: Enter the amount for county being served as shown on attached funding allocation chart.

**Part 2:**

Cost of Planning: Enter the amount to be used for planning purposes. The amount shall not exceed 1% of total county funding allocation.

Administrative Cost: Enter the amount needed to cover non-retention activities expenses. This amount, together with any amount shown in "Cost of Planning," shall not exceed 15% of total county funding allocation.

Retention Activities: Enter the amount to be expended on retention activities.

**NOTE:** If rounding, please drop at decimal, DO NOT ROUND UP. The Cost of Planning, Administrative Cost and Retention Activity amounts should equal the Funding Allocation amount.

Section VI	Instructions
	<p>Before completing this application, please review the information provided in the AB 212 Guidelines. The information provided should describe the County's plan for a staff retention program for qualified employees who work directly with children in state subsidized, center-based programs.</p> <p>You may provide responses on these forms or on separate pages, but please submit no more than a total of 4 single sided, 8 ½ by 11" pages. The top, bottom, left, and right margins of the page must be at least one-half inch. Use a 12-point font that does not exceed six lines per inch. Do not use a compressed, narrow, or script font.</p> <p>If submitting response on separate page, please include the following information in the upper right hand corner of each page: County, and page number. In the title of each section of the response, identify the section by number and title, and underline it (e.g., I. <u>Introduction</u>, etc.).</p>
Section	Information Requested
I. Introduction	In this section develop a brief and succinct description of the program you will provide through this contract in accordance with the guidelines included in this package.
II. Current Needs and Resources	Describe the current data about needs and resources obtained relative to this initiative, including but not limited to any data about staff turnover and retention rates, AND explain how awarded funds will be allocated in accordance with those data. The data provided must support the identified priorities in your plan.
III. Priorities	Identify and prioritize the types or categories of child care employees who will qualify for participation in this staff retention plan. The identified priorities must be supported by the data provided in Section II. Provide a brief explanation of how the plan addresses the identified needs.
IV. Measurable Outcomes	Describe measurable outcomes and how they will be used to assess and document the effectiveness of this funding award in retaining qualified child care employees.
V. Fiscal Plan	Complete per instructions provided with this section.

## **Fact Sheet: Around The Korner Center Non-monetary Contract Extension**

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### **BACKGROUND**

Around The Korner Center for School Age Enrichment operates the Van Nuys Civic Center Child Development Center which is a County-owned facility and provides priority child care services to County and Superior Court employees. County and Court employees comprise approximately thirty-one percent (26) of the Center's enrollment which has a maximum capacity of eighty-three (83) children. The Center has consistently remained at capacity with County and Court employees receiving priority as vacancies arise.

The operating costs associated with the Center are covered by parent fees collected and managed by Around the Korner. Costs include staffing expenses, insurance, office supplies, educational materials, food, furniture and equipment. The cost associated with operating the Center total approximately \$925,000 annually. Facility maintenance costs are covered by sponsoring departments, including the Los County Departments of Children and Family Services (DCFS), District Attorney (DA), Probation, Public Defender (PD), Public Social Services (DPSS), and the Superior Court of California (Superior Court). All sponsoring departments have entered into a Memorandum of Understanding (MOU) with the CEO in which they each provide \$10,833 for the Center's maintenance costs for a total of \$54,165. Facility maintenance includes janitorial services, building maintenance, facility improvements and Center-owned equipment replacement.

The Center began serving children in January 2006. An RFP was conducted in 2010 and Around the Korner was awarded the Center contract in 2011, as the only vendor to submit a proposal for operation of the Center. The contract award period was from January 1, 2012 to December 21, 2015, with two one-year extensions through delegated authority through the Board.

### **CURRENT STATUS**

Around the Korner has successfully operated the Center over the past seven years, largely at capacity. Vacancies are rare and as a result the Center has to maintain a waiting list. The Center is one of five sites operated under the Around the Korner Center for School Age Enrichment agency in the San Fernando Valley. Each site is a practicum location for placement of child development students in the area.

### **RECOMMENDED ACTION**

It is recommended that the current non-monetary contract with Around the Korner be extended for one year on a month to month basis effective January 1, 2018. The extension will allow sufficient time to complete a new contract solicitation for continued child care services at the Van Nuys Civic Center Child Development Center, and will ensure the continuity of high quality child development services until a vendor is identified.



# County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration  
500 West Temple Street, Room 713, Los Angeles, California 90012  
(213) 974-1101  
<http://ceo.lacounty.gov>

SACHI A. HAMAI  
Chief Executive Officer

December 19, 2017

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

Board of Supervisors  
HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

Dear Supervisors:

**RECOMMENDATION AUTHORIZING THE CHIEF EXECUTIVE OFFICER TO  
EXTEND AND UPDATE A NON-MONETARY ONE YEAR MONTH TO MONTH  
CONTRACT WITH AROUND THE KORNER CENTER FOR SCHOOL AGE  
ENRICHMENT TO OPERATE THE VAN NUYS CIVIC CENTER CHILD  
DEVELOPMENT CENTER COMMENCING JANUARY 1, 2018  
(ALL DISTRICTS AFFECTED)  
(3-VOTES)**

**SUBJECT**

A recommendation to authorize the Chief Executive Officer (CEO) to extend and update a non-monetary one year, month to month contract with Around the Korner Center for School Age Enrichment (Around the Korner) to operate the Van Nuys Civic Center Child Development Center (Center). The Center provides high quality, affordable child development services to Los Angeles County employees and the public.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the CEO to extend and update a non-monetary one year month to month contract with Around the Korner to operate the Van Nuys Civic Center Child Development Center commencing January 1, 2018, (Attachment I). Program operating costs will be covered by parent fees, collected and managed by Around the Korner. Facility maintenance costs will be covered by sponsoring entities, including the County Departments of Children and Family Services (DCFS), District Attorney (DA), Probation, Public Defender (PD), Public Social Services (DPSS), and the Superior Court of California (Superior Court). County Counsel has approved this contract as to form.

2. Authorize the CEO to reimburse Around the Korner, through scholarship funds managed by the CEO, for tuition payments covered by the scholarship and approved by the Center's sponsoring departments when funds are available.
3. Delegate authority to the CEO or her designee to prepare and execute amendments to the contract if the amendment is warranted. Approval as to form will be obtained from County Counsel prior to executing any amendments.

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

After a competitive bidding process, the Board of Supervisors (Board) approved a three-year contract with Around the Korner on December 20, 2011, which also included two one-year options to renew. Around the Korner was the only vendor to submit a proposal for the operation of the Center. In September 2016, the CEO requested an additional extension until December 31, 2017. This request is made to ensure continuity of the high quality child care services provided while a long-term provider is identified to operate the Center and a solicitation is developed and launched.

The Center is a County-owned facility and Around the Korner operates the Center, providing child development services to County and Superior Court employees, as well as the general public. County and Superior Court employees comprise approximately thirty-one percent (26) of the Center's enrollment which has a maximum capacity of eighty-three (83) children. The Center has consistently remained at capacity, and County and Court employees are given priority placement as vacancies arise.

The operating costs associated with the Center are covered by parent fees collected and managed by Around the Korner include:

- Costs include staffing expenses, insurance, office supplies, educational materials, food, furniture, and equipment. The cost associated with operating the Center total approximately \$925,000 annually.
- Facility maintenance costs are covered by sponsoring departments. All sponsoring departments have entered into a Memorandum of Understanding (MOU) with the CEO in which they each provide \$10,833 annually for the Center's maintenance costs for a total of \$54,165. Facility maintenance includes janitorial services, building maintenance, facility improvements, and Center-owned equipment replacement (Attachment 2).

The sponsoring departments also comprise an advisory body which meets periodically to review the Center's programs and policies, parent issues, facility maintenance budget and Center fees. The advisory body also reviews applications for a County-sponsored scholarship offered to assist County employees with tuition costs.

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

Extension of the contract governing the Center supports the County's Strategic Plan Goal 3: Integrated Services Delivery: Maximize opportunities to measurably improve client and community outcomes and leverage resources through continuous integration of health, community, and public safety services.

### **FISCAL IMPACT/FINANCING**

The current contract is a non-financial agreement with Around the Korner to provide child development services to Los Angeles County and Court employees. The Center's annual utility, janitorial and facility maintenance costs total approximately \$30,000 and are fully covered by the sponsoring departments under an MOU that is in effect through June 30, 2020. Unused funds are held in reserve to meet future and unexpected facility needs such as facility improvements or extraordinary maintenance costs. All funds are collected and held by one of the sponsoring departments designated as the fiscal agent.

Staffing and programmatic costs of the Center are supported by parent fees that are collected by Around the Korner. The cost associated with operating the Center total approximately \$925,000 annually. The Center's enrollment has a maximum capacity of eighty-three (83) children and the Center is consistently at capacity.

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

The Center began serving children in January 2006. In June 2009, the CEO was informed the original operator would not be renewing their contract and would cease operating the program on August 31, 2009. An abbreviated search for an alternative operator was conducted by the County to avoid a break in service to participating families. Around the Korner was identified in a sole source search and awarded a one-year agreement by the Board on September 22, 2009.

A Request for Proposal (RFP) was conducted in 2010 and Around the Korner was awarded the Center contract in 2011, as the only vendor to submit a proposal for operation of the Center. This request will ensure that the high quality child care services provided at the Center continue without interruption.

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

Around the Korner has successfully operated the Center over the past seven years, through both sole source contracting and through an RFP solicitation process. During their operation period, fees for participating families have been reduced and a hot meal program has been instituted. Around the Korner has consistently operated the Center at capacity. Vacancies are rare and as a result the Center has to maintain a waiting list. The Center is one of five sites operated under the Around the Korner Center for School



The Honorable Board of Supervisors  
December 19, 2017  
Page 4

Age Enrichment agency in the San Fernando Valley. Each site is a practicum location for placement of child development students in the area. Throughout Around the Korner's operation of the Center, there have been no concerns or issues raised by parents or staff.

**Conclusion**

Upon Board approval, the Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter to the CEO.

Respectfully submitted,

SACHI A. HAMAI  
Chief Executive Officer

SAH:JJ:FD  
HK:VH:km

Attachments (2)

c: Executive Office, Board of Supervisors  
County Counsel  
Around the Korner



SCOTT MINNIX  
Director

# County of Los Angeles INTERNAL SERVICES DEPARTMENT

1100 North Eastern Avenue  
Los Angeles, California 90063

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

*"Trusted Partner and Provider of Choice"*

December 19, 2017

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

Dear Supervisors:

**HALL OF ADMINISTRATION  
BOARD AUDIO CONTROL ROOM WORKPLACE SAFETY PROJECT  
CATEGORICAL EXEMPTION;  
APPROVE CAPITAL PROJECT  
APPROVE PROJECT SCOPE AND BUDGET;  
CAPITAL PROJECT NO. 87406  
(FIRST SUPERVISORIAL DISTRICT - 3 VOTES)**

## **SUBJECT**

Approval of the recommended actions will find the proposed Hall of Administration Board Audio Control Room Workplace Safety Project (Project) exempt from the California Environmental Quality Act; approve Capital Project No. 87406; approve the Project scope and budget; and authorize the Director of the Internal Services Department, or his designee, to deliver the project using a Board-approved Job Order Contract(s).

## **IT IS RECOMMENDED THAT THE BOARD:**

1. Find that the proposed Project is exempt from the California Environmental Quality Act (CEQA) for the reasons stated in this letter and in the record of the project.
2. Approve the proposed Capital Project No. 87406 Hall of Administration Board Audio Control Room Workplace Safety Project, and approve a total budget of \$1,500,000.
3. Authorize the Director of the Internal Services Department (ISD), or his designee, to deliver the Project using a Board-approved Job Order Contract(s) (JOCs).

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

Approval of the recommended actions will find the proposed Hall of Administration Board Audio Control Room Workplace Safety Project (Project) exempt from CEQA; approve Capital Project No. 87406; approve the project scope and budget, and authorize ISD to deliver the Project using a Board-approved JOCs.

The proposed Project is located on the 4<sup>th</sup> Floor of the Hall of Administration, at 500 West Temple Street in Los Angeles, CA 90012 (HOA). The Project area includes the Board Audio Control Room (ACR), Video Control Room (VCR), and the Uninterruptible Power Supply Room (UPSR).

On March 24, 2015, the Board of Supervisors (Board) approved the Public Information Office and Board Audio Control Room Refurbishment Project, Capital Project No. 86990. The scope of work included the conversion of the Media Room (in Room 383) into an accessible restroom, the renovation of the Public Information Office (Room 358), and the refurbishment of the ACR at the HOA. The Media Room conversion to an accessible restroom and the renovation of the Public Information Office were completed in September 2015 and December 2016, respectively.

The design phase for the refurbishment of the ACR was completed in April 2017, under the Public Information Office and Board Audio Control Room Refurbishment project, Capital Project No. 86990, however the work was not implemented due to schedule impact on the Board's proceedings. To minimize impacts on the Board, the Chief Executive Office (CEO) and ISD agreed to set funding aside, establish a new project and capital project number, and request delegated authority to perform the majority of the demolition work in the ACR, VCR, and UPSR during the last week of December 2017, and first week of January 2018, and the construction work during non-working hours, such as nights and weekends.

The purpose of the proposed Project is to improve the ventilation, air conditioning, lighting, and data and voice networks for staff supporting the Board's proceedings. The work also includes installation of, audio visual equipment that is efficient and effective for production and broadcasting of the Board meetings. The scope of work for each Project area is described below.

### **Board Audio Control Room**

The proposed scope of work includes, demolition and replacement of ceiling tiles and fluorescent lights with new ceiling tiles, energy efficient light-emitting diode (LED) lights, and fan coils; removal and replacement of old deteriorated carpet with new carpet; purchase of new equipment and installation of professional sound proofing materials on the walls adjacent to the hallway. The scope of work also includes painting the entire room and creating an editing bay; relocating existing equipment, upgrading to new compliant Local Area Network (LAN), and telephone system with Voice over Internet Protocol (VoIP); and relocation of floor electrical outlets to wall outlet.

### **Uninterruptible Power Supply Room**

The proposed scope of work includes demolition and replacement of ceiling tiles and fluorescent lights with new ceiling tiles, energy efficient light-emitting diode (LED) lights, and fan coils.

#### Video Control Room

The proposed scope of work includes Installation of energy efficient fan coils.

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

The County Strategic Plan directs the provision of Goal III, Realize Tomorrow's Government Today, Strategy III.4.2, Engage and Share Information with Our Customers, Communities and Partners. This work will allow staff to maximize the effectiveness of the operations to support delivery of customer-oriented and efficient public service.

#### **Green Building/Sustainable Design Program**

The proposed Project will support the Board's Green Building/Sustainable Design Program by incorporating design features that will optimize energy efficiency.

#### **FISCAL IMPACT/FINANCING**

The estimate for the Project is \$1,500,000 and it includes construction, change orders, equipment, and County services. Design services were completed under the previous Board-approved Capital Project No. 86990, as a part of the Public Information Office and Board Audio Control Room Refurbishment project.

The Project is fully funded from the Cable Television-Public, Education and Government/Open Video System Trust Fund (PEG Fund). Sufficient funding is available in the Fiscal Year 2017-18 Adopted Capital Projects/Refurbishment Budget, Capital Project No. 87406.

#### **Operating Budget Impact**

Based on the proposed revisions to the Project, CEO does not anticipate any one-time start-up or ongoing costs resulting from the proposed revisions.

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

ISD carried out the design of the proposed Project using a Board-approved Architectural/Engineering (A/E) design services agreement. The construction component of the proposed Project will be delivered through a Board approved JOCs and will be approved as to form by County Counsel. The JOCs agreement will contain terms and conditions supporting the Board's ordinances, policies, and programs.

Pursuant to the Board's Civic Art Policy, adopted on December 7, 2004 and last amended on August 11, 2015, the Project is required to allocate one percent (1%) of the construction and design costs for the Civic Art Fund, approximately \$7,000.

## **ENVIRONMENTAL DOCUMENTATION**

The proposed Project is categorically exempt from CEQA. The Project scope includes interior alteration, renovation, repair and refurbishment of an existing facility, as well as installation of equipment, and soundproofing the interior walls of the existing audio control room with no external impacts. Therefore, the work is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in 15301(a), and (f) and 15303 of the State CEQA Guidelines and Classes 1(d) and (i) and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The proposed Project consists of minor alterations, repairs and maintenance of an existing public facility and replacement of existing support systems. The activities involve negligible or no expansion of an existing use. In addition, based on the project records, the project will comply with all applicable regulations and there are no cumulative impacts, unusual circumstances, no substantial adverse change in the significance of an historic resource, damage to scenic resources or listing on a list compiled pursuant Section 65962.5 of the Government Code that would make the exemptions inapplicable.

Upon the Board's approval of the proposed Project, ISD will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 15062 of the State CEQA Guidelines.

## **CONTRACTING PROCESS**

The proposed Project will be delivered using an ISD Board-approved consultant for the design, and a Board-approved JOCs for the construction.

Broadcasting equipment for the Audio Control Room such as cables, microphones, switch board, monitors, distribution rack, etc. will be purchased by ISD Purchasing and Contract Services in accordance with ISD procurement guidelines.

For this proposed Project, ISD has made the determination that JOCs is the most appropriate contracting method to perform the tasks involved. Specifically, the Project requires specialized industry licensed contractors (i.e., California State License Board B General, C10 Electrical, C20 Warm-Air Heating, Ventilating and Air-Conditioning, and C33 Painting and Decorating), involves a number of different trades, entails some complexity, such as preconstruction readiness, applicable environmental testing, demolition of materials and proper disposal of waste, installation of electrical system, VOIP system, and fan coils, and paint, and must be delivered within the fiscal year 2017-18. The need for the JOC contracts have been reviewed and approved by the Chief Executive Office (CEO) in accordance with the resources required for the delivery of the proposed Project.

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

The revisions to the Project will have no impact to the delivery of County services; however, closures to portions of the offices will be coordinated to minimize disruption to County services.

Construction for this work is tentatively scheduled to begin in December 2017, and it is anticipated to be completed within 12 months. The majority of the work is tentatively scheduled to be completed during the Board's holiday break. The work for this proposed Project will occur around the Board meeting schedule to minimize impacts on the Board's proceedings.

**CONCLUSION**

Please return one adopted copy of this Board letter to ISD Facilities Operations Service, one adopted copy to Chief Executive Office and Capital Programs Division.

Respectfully submitted,

Scott Minnix  
Director

SM:DC:JA:AE:AH:jp:jl

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



**LISA M. GARRETT**  
DIRECTOR OF PERSONNEL

# **COUNTY OF LOS ANGELES**

## **DEPARTMENT OF HUMAN RESOURCES**

HEADQUARTERS  
579 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-2406 FAX (213) 621-0387

BRANCH OFFICE  
3333 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90010  
(213) 738-2211 FAX (213) 637-0820

December 19, 2017

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

Dear Supervisors:

### **RECOMMENDATION TO APPROVE MASTER AGREEMENT FOR DISPUTE RESOLUTION, MEDIATION AND RELATED SERVICES (ALL DISTRICTS - 3 VOTES)**

#### **SUBJECT**

The Department of Human Resources (DHR) requires the part-time and intermittent services of independent contractors to provide dispute resolution and mediation services for employment-related complaints or potential complaints, resolution for workplace conflicts or disputes, and workplace conflict resolution training to County departments and employees.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of Personnel to execute Master Agreements for Dispute Resolution, Mediation and Related Services with qualified contractors, in a format substantially similar to the sample Master Agreement provided in Attachment I, which has been approved as to form by County Counsel, effective the later of February 1, 2018 or execution of the first Master Agreement for a term of three (3) years, with three (3) additional one-year renewal options.
2. Delegate authority to the Director of Personnel or his/her designee to enter into and execute Master Agreements for Dispute Resolution, Mediation and Related Services throughout the Master Agreement term with contractors who meet the minimum requirements and qualifications as outlined in the Request for Statement of Qualifications (RFSQ) issued by the DHR, and to authorize the optional extension periods for the Master Agreement term.

3. Delegate authority to the Director of Personnel or his/her designee to approve and execute amendments to the Master Agreement for Dispute Resolution, Mediation and Related Services, as long as the amendments are consistent with your original Board-approved intent of the Master Agreement and do not materially affect any term of the attached Sample Master Agreement, add new or revised standard County contract provisions adopted by the Board, and the amendments have been approved as to form by County Counsel.

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

The purpose of this recommended action is to allow DHR to establish and maintain Master Agreements with various qualified contractors to provide the DHR with temporary, as-needed dispute resolution, mediation and related services for employment related complaints or potential complaints, and workplace conflicts or disputes. DHR provides these services through the DHR Mediation Program (MP).

The DHR MP offers professional mediation services for actual or potential employment-related complaints which include but not limited to claims of discrimination, harassment or retaliation filed with the County's Equity Oversight Panel (CEOP), the U.S. Equal Employment Opportunity Commission (US EEOC) and the California Department of Fair Employment and Housing (DFEH). Under this new Master Agreement, these professional services will also be offered for resolution of conflicts or disputes in the workplace that have not been escalated to internally or externally filed complaints, and may also include provision of workplace conflict resolution training for County managers, supervisors and/or line staff.

The DHR MP offers these voluntary, alternative dispute and conflict resolution services through independent, third-party contractors as a "best practice" to resolve actual or potential employment-related complaints. Dispute resolution mediation reduces County risk of litigation and liability, works to restore employer and employee relationships, and improves workplace harmony and productivity. Dispute resolution mediation has a proven track record of success and is strongly endorsed by the US EEOC and the California DFEH.

Under the current Master Agreement for Dispute Resolution Mediation Services which expires January 31, 2018, a panel of ten (10) contractors provide part-time and intermittent mediation services only. Approval of this Master Agreement will enable the County to continue to maintain a panel of independent, third-party contractors to provide part-time and intermittent mediation services, and expanded services for resolution of workplace conflicts or disputes, and the provision of workplace conflict resolution training to County departments and employees.

In November 2017, DHR issued an open RFSQ to provide a Master Agreement for these conflict resolution, mediation and related services effective the later of February 1, 2018 or execution of the first Master Agreement. Board approval of the requested actions will provide the Director of Personnel with delegated authority to execute Master Agreements with qualified contractors upon their demonstrated qualification in the open solicitation. This solicitation will remain open until such time as a determination is made by the Director of Personnel that a sufficiently sized panel is available to provide these services for the term of the Master Agreement. At such time, an addendum will be issued to close the solicitation, providing a final due date for interested vendors to submit a Statement of Qualifications under the solicitation.



### Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Realize Tomorrow's Government Today (Goal III). This action is consistent with the Strategic Plan Strategy III.3, and supports the goal of pursuing operational effectiveness, fiscal responsibility and accountability.

### **FISCAL IMPACT/FINANCING**

The Master Agreement does not guarantee a minimum amount of business, and the Department will only accrue an obligation when work is performed. Services are used on an as-needed basis. Costs for these Master Agreement services vary each year based on the department usage of the services. For the last three fiscal years, annual expenditures have not exceeded \$100,000 in any fiscal year; actual costs incurred are reimbursed by County departments who utilize the services. The Fiscal Year 2017-18 Final Adopted Budget includes sufficient appropriation and funding for these services. Appropriation and funding for subsequent years will be included in each year's budget.

Contractors are compensated for mediation services at fixed rates of \$400 for half-day and \$800 for a full day of mediation. Contractors' compensation for the provision of workplace conflict resolution services or optional related services such as workplace conflict resolution trainings will be at a rate of \$100 per hour up to a maximum daily rate of \$800 per day.

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

The attached Sample Master Agreement has been approved as to form by County Counsel and includes all of the required terms and conditions, including requirements regarding contractor non-responsibility and debarment. All contractors will be required to comply with all Board and Chief Executive Office requirements, including Jury Service, Safely Surrendering Baby Law, and Defaulted Property Tax Reduction Program.

As provided under County Code Section 2.121.250(b)4, this Master Agreement is exempt from Proposition A requirements as the contracted services are needed on a part-time and intermittent basis. Since these services are exempt from Proposition A, the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Master Agreement.

### **CONTRACTING PROCESS**

On November 15, 2017, DHR issued an RFSQ for dispute resolution, mediation and related services. The RFSQ was posted on the County's Contracting website. The RFSQ is posted as an open, continuous solicitation with priority review being given to any Statements of Qualifications received by December 18, 2017. The solicitation will remain open during the term of the Master Agreement or until a determination is made by the Director of Personnel that a panel of independent, third-party contractors that meets the needs of the County has been established. Upon your Board's approval, the Director of Personnel will execute Master Agreements during the time the solicitation remains open with all vendors who meet the minimum qualifications and are determined to be qualified.

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

There will be no impact on current Department operations and services. Approval of the Master Agreement will allow the continued availability of a pool of qualified contractors to conduct mediation, and to begin providing expanded services for resolution of workplace conflicts or disputes, and the provision of workplace conflict resolution training to County departments and employees. These services will assist in resolving employment-related complaints and potential complaints, and thus reducing County risk of litigation and liability, restoring employer and employee relationships, and improving workplace harmony and productivity.

**CONCLUSION**

Please return three (3) adopted copies of this Board letter to DHR. It is requested that the Executive Officer notify Darolyn Jensen, Administrative Deputy at (213) 974-2515 when the documents are available.

Respectfully submitted,

LISA M. GARRETT  
Director of Personnel

LMG:EP:JT  
RC:DJ:tdb

Attachment

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



## Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN

Registrar-Recorder/County Clerk

December 19, 2017

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

Dear Supervisors:

**APPROVAL OF FUNDS FROM THE COUNTY'S INFORMATION TECHNOLOGY FUND FOR  
THE COUNTYWIDE IMPLEMENTATION OF  
ELECTRONIC PERSONNEL DIGITIZATION AND RECORDS MANAGEMENT PROJECT  
(ALL DISTRICTS AFFECTED) (3 VOTES)**

**CIO RECOMMENDATION: APPROVED [ ]**

**SUBJECT**

The Departments of Registrar-Recorder/County Clerk (RR/CC) and Human Resources (DHR) are requesting Board approval of \$5,498,488 from the County's Information Technology Fund to expand the Electronic Personnel Digitization and Records Management (ePR) system to all County departments; authorize the Director of the Internal Services Department to acquire software licenses and software maintenance and support for the Countywide ePR deployment as well as future record deployments; and delegate authority to RR/CC and DHR to execute Work Orders, licensing agreements and subsequent Change Notices for goods and/or services requested by the County.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and authorize the use of \$5,498,488, including \$164,363 reserved for the project contingency, from the County's Information Technology Fund (ITF) to expand the use of the Electronic Personnel Digitization and Records Management (ePR) system Countywide.
2. Authorize the Director of the Internal Services Department (ISD), as the County's Purchasing Agent, to execute a Purchase Order Agreement with OpenText Corporation (OpenText) to acquire software licenses for \$3,050,000 and annual software maintenance and support in the amount of \$640,500 for the Countywide ePR deployment and future record deployments.



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

The ITF was established to fund Countywide technology projects that improve the delivery of services to the public, generate operational improvements to one or more departments or programs, and improve inter-departmental or inter-agency collaboration.

On June 14, 2016, your Board approved funding for software and professional services for the ePR project, a joint project by the RR/CC and DHR, to establish a standard method to digitize, secure, and manage all employee personnel records and files. The ePR project is an initial step to implement an Electronic Records Management system for all County record types (HR record series being one of them) per the County Retention Schedule.

The initial ePR deployment, which was completed in November 2017, implemented a central on-line repository for three departments - DHR, ISD, and RR/CC - that could be replicated by all departments. Also, it established a high-level taxonomy for all record types per County Retention Schedules, which sets the foundation for adding future record series to the repository.

RR/CC and DHR are now requesting ITF funding for software and professional services to expand the ePR system to all County departments, which will enable department access to the central repository and provide a secure and auditable method for managing confidential personnel information contained in personnel files. Each personnel record would adhere to standard retention policies in accordance with County policies. Also, it would allow for real-time, and secure access by employees, supervisors, departmental Human Resource (HR) staffs, and central departments, as appropriate.

Moreover, the software licensing acquired under this recommended action would enable the County to implement additional administrative record types (finance, accounting, budget, procurement, and contracts records) to the central records repository. This will allow the County to:

- Securely automate and digitize official copies of records;
- Enforce security, records retention, and compliance policies and standards uniformly across all record series; and
- Leverage the cloud based enterprise Office 365 SharePoint online portal for easy access and management of records by all county employees

## **Implementation of Strategic Plan Goals**

The recommended actions support the County's Strategic Plan Goal Number 3, Realize Tomorrow's Government Today. By implementing technological business solutions to enable County departments to meet their core mission, transform how we share information, create efficiencies and protect the privacy of individuals.

## **FISCAL IMPACT/FINANCING**

RR/CC and DHR are requesting approval of \$5,498,488 in ITF Funding to expand the ePR system to all departments, which includes deploying a central trusted system of record and establishing a consistent and efficient method for managing all personnel documents and records. This includes \$3,690,500 for OpenText software and first year software maintenance and support,

\$1,643,625 for professional services for the project implementation, and \$164,363 reserved for the project contingency.

Ongoing operations and maintenance of the central infrastructure, system application management and annual software maintenance and support will be funded through the Auditor-Controller's Integrated Applications Budget.

RR/CC and DHR conducted a Return of Investment (ROI) analysis to identify and quantify the benefits of a Countywide ePR deployment. It examined the cost of time spent by departments' HR staff on records tasks for accessing documents, file copying, lost document recreation, and file storage and transport. Based on estimates provided by 33 departments, a County ePR system could save an estimated \$2.9 million annually in efficiencies and cost avoidance, and \$488,000 in storage and office supply savings.

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

There are no legal requirements or prohibitions to this recommended action. The software licenses and annual software maintenance and support will be purchased using ISD's Software License Agreement with OpenText. Professional services will be solicited using the County's Enterprise Services Master Agreement, which was approved by the Board in February 2016 and administered by ISD.

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

Expansion of the ePR system will provide the following benefits:

- Streamlines onboarding of new employees by facilitating electronic transmittal of documents within a structured workflow;
- Provides employees secure electronic access to their personnel file;
- Creates efficiencies for departmental HR staff to search and retrieve information digitally and use advanced discovery features;
- Safeguards documents and provide recovery in the event of a natural disaster;
- Increases HR staff productivity by automating the current manual processes to manage physical personnel files and records, and reallocate them to more mission critical HR activities like Exam Planning and Administration;
- Streamlines departmental access to employee records as employees transfer between various departments during their employment;
- Eliminates the dependency on paper files and the need for physical storage and transport facilities;
- Integrates with Countywide Human Resources Systems to enable the electronic exchange of personnel data;
- Provides the ability to apply compliance requirements as the documents enter the system and conduct real-time auditing to help identify potential issues before they become problems; and
- Operationalizes a credible records management policy that demonstrates compliance with statutory and regulatory recordkeeping requirements.



A Countywide ePR system would also mitigate risk of maintaining incomplete or inaccurate records by:

- Establishing and operationalizing a credible records management policy that demonstrates compliance with statutory and regulatory recordkeeping requirements;
- Improving the ability to locate and retrieve records when required; and
- Providing official records for external audits in a timely, compliant and verified manner.

Finally, the purchase of Countywide software licenses will enable it to establish digital repositories for other administrative record types with similar compliance and recordkeeping benefits.

### **CONCLUSION**

Board approval of the recommended action will enable the County to centralize management of electronic records. By implementing a central electronic records system, the County can improve compliance, security, operational effectiveness, and risk management associated with electronic records.

Respectfully submitted,

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

LISA M. GARRETT  
Director of Personnel  
Department of Human Resources

Reviewed By:

WILLIAM KEHOE  
Chief Information Officer

Attachment

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



WILLIAM S. KEHOE  
CHIEF INFORMATION OFFICER

# DRAFT

## Office of the CIO CIO Analysis

NUMBER:

CA 17-22

DATE:

11/16/2017

SUBJECT:

### APPROVAL OF INFORMATION TECHNOLOGY FUNDS FOR THE COUNTYWIDE IMPLEMENTATION OF ELECTRONIC PERSONNEL DIGITIZATION AND RECORDS MANAGEMENT SYSTEM

RECOMMENDATION:

☒ Approve ☐ Approve with Modification ☐ Disapprove

CONTRACT TYPE:

☐ New Contract ☐ Sole Source  
☐ Amendment to Contract #: ☒ Other: ITF funding request

CONTRACT COMPONENTS:

☒ Software ☐ Hardware  
☐ Telecommunications ☒ Professional Services

SUMMARY:

Department Executive Sponsor: Dean C. Logan, Registrar-Recorder/County Clerk and  
Lisa Garrett, Director, Department of Human Resources

Description: Registrar-Recorder/County Clerk (RR/CC) and Department of Human Resources (DHR) are requesting Board approval to: 1) authorize the use of \$5,498,488, including \$164,363 for project contingency, from the Information Technology Fund (ITF) for the Countywide deployment of the Electronic Personnel Digitization and Records Management (ePR) system; and 2) authorize Director of the Internal Services, as the County's Purchasing Agent, to acquire software licenses for \$3,050,000 and annual software maintenance and support in the amount of \$640,500 for the County ePR deployment and future record deployments.

Contract Amount: \$5,498,488

Funding Source: Information Technology Fund

☐ Legislative or Regulatory Mandate ☐ Subvened/Grant Funded: N/A

### Strategic and Business Analysis

#### PROJECT GOALS AND OBJECTIVES:

ITF funding is requested to support for ePR Phase 2, the Countywide deployment of ePR system, which provides a central on-line repository for storing, securely managing and accessing and archiving personnel files and records. In addition, ePR system architecture supports a high-level records management taxonomy for all record types and can accommodate future record series.

The ePR Phase 2 objectives are:

- Onboard successfully all remaining County departments to the central ePersonnel Files/Records on-line repository;

- Leverage the ePR document and records model to capture (both back file and day forward), store, securely manage/access and archive personnel files and records;
- Deploy integrations with key enterprise systems (eHR, eForms, LMS, EPS and myLACounty) to support the electronic exchange of data; and
- Leverage a consistent user access layer for all records and personnel files via SharePoint integration.

**BUSINESS DRIVERS:**

The ePR and electronic records management initiative enables the County to make strategic strides in records compliance, security, operational effectiveness and risk management. The business drivers for this initiative include:

- Making information readily available when needed for decision-making and operational activities;
- Allowing timely disposal of non-current records;
- Enabling the creation of a complete and authoritative record of official activities;
- Demonstrating compliance with regulatory, legal, and policy records mandates; and
- Managing the risks associated with illegal loss or destruction of records, and from inappropriate or unauthorized access.

**PROJECT ORGANIZATION:**

The ePR Phase 2 will be jointly managed by RR/CC and DHR's information technology organizations.

**PERFORMANCE METRICS:**

The ePR project will address the project objectives discussed above.

**STRATEGIC AND BUSINESS ALIGNMENT:**

The ePR initiative supports County's Strategic Plan Goal Number 3, Realize Tomorrow's Government Today.

**PROJECT APPROACH:**

ePR Phase 2 rolls out functionality developed and piloted in Phase 1 to all County departments. This includes an electronic records management system (including taxonomy, security access, and SharePoint interface), integrations with existing human resource systems for the electronic exchange of personnel data, and the standardized model to image and capture physical human resource records as well as day forward capture.



**DRAFT**

	<p><b>ALTERNATIVES ANALYZED:</b></p> <p>No other alternatives were contemplated. ePR Phase II extends the functionality developed in previous phase to the remaining County departments.</p>																
<b>Technical Analysis</b>	<p><b>ANALYSIS OF PROPOSED IT SOLUTION:</b></p> <p>The electronic records management system utilizes Open Text Captiva and xCP Documentum technologies hosted at ISD as part of the Enterprise Content Management Shared Infrastructure. It also leverages Microsoft Sharepoint Online for user access layer, which is hosted in Microsoft's cloud.</p>																
<b>Financial Analysis</b>	<p><b>BUDGET:</b></p> <p><b>Countywide ePR Initiative Costs:</b></p> <p>One-time costs:</p> <p>ITF</p> <table> <tr> <td>Enterprise Software License.....</td><td>\$3,050,000(1)</td></tr> <tr> <td>Software Maintenance &amp; Support (First Year).....</td><td>\$ 640,500</td></tr> <tr> <td>Consulting Services .....</td><td>\$1,643,625(2)</td></tr> <tr> <td>Project Contingency .....</td><td>\$ 164,363</td></tr> <tr> <td><b>ITF Costs .....</b></td><td><b>\$5,498,488</b></td></tr> </table> <p>Backfile Preparation &amp; Conversion ..... \$2,090,000(3)</p> <p><b>Estimated One-Time Costs ..... \$7,588,488</b></p> <p>Ongoing annual costs:</p> <table> <tr> <td>Annual Software Maintenance &amp; Support.....</td><td>\$640,500(4)</td></tr> <tr> <td>Annual ISD Charges.....</td><td>\$715,000(5)</td></tr> <tr> <td><b>Estimated Ongoing Costs.....</b></td><td><b>\$1,355,500</b></td></tr> </table> <p><u>Notes</u></p> <p>(1) Includes licensing for 110,000 employees to view and contribute eCAPS/eHR content via Sharepoint; retention and records management for all County eCAPS/eHR content; and 7,000 unlimited workflow licenses for all eCAPS/eHR content. All the licenses can be used for any other County content outside of eCAPS/eHR with purchase of Document Platform licenses (if these licenses are not already owned by departments)</p> <p>(2) Will be solicited using the County's Enterprise Service Master Agreement. Assumes Phase I baseline integrations and customizations.</p> <p>(3) Reflects backfile scanning of paper personnel files to digital images estimated at \$1.59M (106,000 employees, average of 300 pages per employee at \$0.05</p>	Enterprise Software License.....	\$3,050,000(1)	Software Maintenance & Support (First Year).....	\$ 640,500	Consulting Services .....	\$1,643,625(2)	Project Contingency .....	\$ 164,363	<b>ITF Costs .....</b>	<b>\$5,498,488</b>	Annual Software Maintenance & Support.....	\$640,500(4)	Annual ISD Charges.....	\$715,000(5)	<b>Estimated Ongoing Costs.....</b>	<b>\$1,355,500</b>
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	<p>per page); and 500K for temporary labor to prepare and organize the files for scanning and ingestion into the Records Management System.</p> <p>(4) Recurring charge for software maintenance and support for software updates, patches, and support.</p> <p>(5) ISD charges for hosting and application management.</p> <p>The cost for the backfile preparation and conversion will be paid for by departments. Ongoing ISD maintenance and support costs and the annual software maintenance and support will be funded through the Auditor-Controller's Integrated Applications Budget.</p>								
<b><i>Risk Analysis</i></b>	<p><b>RISK MITIGATION:</b></p> <ol style="list-style-type: none"> <li>1. The proposed deployment plans to extend the ePR functionality developed in Phase I to all County departments, minimizing any department customizations and mitigating risks and costs.</li> <li>2. The RR/CC and DHR project team will work with departments on an organizational change management plan with ePR rollout to accelerate department and employee adoption.</li> <li>3. The RR/CC and DHR project team will conduct weekly project status reviews with the implementer to ensure adherence to scope, schedule, and budget.</li> <li>4. The Chief Information Officer reviewed the Phase I functionality and did not identify any IT security or privacy related issues.</li> </ol>								
<b><i>CIO Approval</i></b>	<p><b>PREPARED BY:</b></p> <table> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Greg Melendez, Sr. Associate CIO</td> <td>Date</td> </tr> </table> <p><b>APPROVED:</b></p> <table> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>William S. Kehoe, Chief Information Officer</td> <td>Date</td> </tr> </table>	_____	_____	Greg Melendez, Sr. Associate CIO	Date	_____	_____	William S. Kehoe, Chief Information Officer	Date
_____	_____								
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Please contact the Office of the CIO 213.253.5600 or [info@cio.lacounty.gov](mailto:info@cio.lacounty.gov) for questions concerning this CIO Analysis. This document is also available online at <http://ciointranet.lacounty.gov/>



Los Angeles County Registrar-Recorder/County Clerk

DEAN C. LOGAN  
Registrar-Recorder/County Clerk

## **Voting Solutions for All People (VSAP) Operations Cluster Update – November 30, 2017**

1. Security and Accessibility One-Pagers
2. Introductory Cost Model
3. Upcoming Contract Amendments
4. Upcoming Pilot Plan Motion



# VOTING SOLUTIONS FOR ALL PEOPLE

## SECURITY

Giving Los Angeles County voters a secure, accurate, and transparent voting experience.

The new voting experience in Los Angeles County is designed to be secure and transparent for all voters. There are various system elements that protect the integrity of elections and the voting process.

### ■ SECURE DESIGN

The Ballot Marking Device (BMD) prints a voter verifiable paper ballot. The voter's selections are printed in human-readable text and are the official vote of record. By design, the BMD is not connected to any network or the internet. It also does not store any voter data or tally votes.



### ■ PRIVATE AND CONFIDENTIAL

The voter information on the E-pollbooks is not connected to the BMD or the vote tally system. They remain independent from one another to protect voters personal information. Printed ballots do not contain any voter information.



### ■ MULTI-FACETED ACCESS CONTROLS

The Los Angeles County Registrar-Recorder/County Clerk's office maintains appropriate security protocols for each step of the voting process. Election staff have user-specific credentials to lower the likelihood of unauthorized access. The use of locks and tamper-evident seals on the Integrated Ballot Box (IBB) and sensitive election equipment protects the integrity of all elections and ensures a verifiable chain of custody.



### ■ TRANSPARENCY AND ACCESSIBILITY

The new voting experience incorporates the necessary defense against system vulnerabilities while ensuring transparency and public access to the elections process by conducting a 1% manual audit of ballots cast is conducted during the post election canvas period prior to certification.





# VOTING SOLUTIONS FOR ALL PEOPLE

## SECURITY COMPARISON

**BMD**  
Ballot Marking  
Device

VS

**DRE**  
Direct-Recording  
Electronic

The key security feature of a BMD compared to a DRE is that it produces a human readable paper ballot



### PAPER BALLOT

Human readable for voter verification, auditing, and recounts

Supports end-to-end auditability from paper ballot to tallied cast vote record

Tallied centrally in a secure facility on an independent vote tabulation system

Ballot not stored electronically on device; clear chain of custody

Cannot be altered without detection



### ELECTRONIC BALLOT

Intangible record of voter intent that cannot be easily verified by the voter

Limited ability to audit that ballots were counted as cast

Tally on local device poses security risks

Ballot stored electronically on device; increased risk in data transfer

Can be difficult to detect altered ballots and tallies





# VOTING SOLUTIONS FOR ALL PEOPLE

## ACCESSIBILITY

Human centered design that makes voting easy, user-friendly, and accessible to all.

The new voting experience in Los Angeles County is designed to be intuitive and accessible for all voters. Innovative changes give all voters regardless of age, background, disability or language a private and independent voting experience that is easy and convenient.

### FLEXIBLE OPTIONS



Voters will be able to vote at any vote center throughout the County for an election period of up to 11 days. All voting devices at vote centers are fully accessible.

### INTERACTIVE SAMPLE BALLOT (ISB)



The ISB is a convenient option for voters who want to pre-mark their selections at home, using a personal device with their preferred tools. The ISB creates a Poll Pass - like an airline boarding pass. At the vote center, voters scan the Poll Pass to transfer their selections to the BMD. Then, they can review and change their votes before casting their ballot.

### BALLOT MARKING DEVICE (BMD)



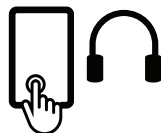
The BMD makes it easy for voters to customize the voting experience to fit their needs. Voters can adjust settings on the BMD including user interface contrast, text size, screen angle, and audio volume and speed.

Four user interface modes make it easy for all voters to vote privately and independently.



#### Touch

Interact with the touchscreen



#### Touch + Audio

Interact with the touchscreen and hear audio instructions through headphones



#### Controller + Audio

Interact with a tactile controller with braille labels and adjustable cord and hear the audio instructions through headphones



#### A/B or Dual Switch Port

Interact with your own personal device. Using the available port for assistive technology devices, view interactions on screen and hear audio instructions through headphones