

# County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

SACHI A. HAMAI Chief Executive Officer

**DATE:** April 15, 2020

**TIME:** 2:00 p.m. – 4:00 p.m.

LOCATION: TELECONFERENCE CALL-IN NUMBER: 1(415)655-0001

**TELECONFERENCE ID: 498455460** 

To join via phone, dial 1 (415) 655-0001, then press 498455460#, then press # when prompted for attendee number

\*\*IF DIALING IN PLEASE CALL IN AT 1:45 P.M. TO FACILIATE
PARTICIPANT CHECK-IN\*\*

DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.

### **AGENDA**

Members of the Public may address the Operations Cluster on any agenda item by submitting a written request prior to the meeting.

Two (2) minutes are allowed for each item.

1. Call to order – Rick Velasquez/Gevork Simdjian

### 2. **INFORMATIONAL ITEM(S):**

(5 minutes)

A) Board Letter:

APPROVAL OF CONTRACT FOR WRITING EVALUATION SERVICES WITH CPS HR CONSULTING DHR – Murtaza Masood. Assistant Director

B) Board Letter:

APPROVAL TO USE IT FUND TO UPDATE MOBILE DIGITAL COMPUTERS AND APPROVE APPROPRIATION ADJUSTMENT LASD – Lt. Mark Guerrero, Project Manager

C) Board Letter:

CONSTRUCTION RELATED CONTRACT PUBLIC BUILDINGS CORE SERVICE AREA AMEND CONSULTANT SERVICES AGREEMENT COMMUNITY WORKFORCE AGREEMENT IMPLEMENTATION CEO/RE/PW – Esther Diaz, Principal Engineer

**CONTINUED ON PAGE 2** 

### 3. PRESENTATION/DISCUSSION ITEMS:

A) HIRE REPORT PRESENATION
DHR – Pamela Missett, Chief Deputy Director, Ann Havens, Senior Human
Resources Manager, and Johan Julin, Senior Human Resources Manager

### 4. Public Comment

(2 minutes each speaker)

### 5. Adjournment

### **FUTURE AGENDA TOPICS**

### **CALENDAR LOOKAHEAD:**

WDACS – ADVANCED NOTICE OF INTENT TO NEGOTIATE SOLE SOURCE AMENDMENT WITH RTZ ASSOICATES, INC.

RR/CC – APPROVE CONTRACT MODIFICATIONS FOR ADDITIONAL DESIGN STEWARDSHIP SERVICES FOR THE VOTING SOLUTIONS FOR ALL PEOPLE (VSAP) PROJECT CONTRACT NUMBER AO-17-403 WITH IDEO, LP

TTC – ISSUANCE AND SALE OF 2020-21 TAX AND REVENUE ANTICIPATION NOTES

# BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	4/15/2020		
BOARD MEETING	5/5/2020		
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts		
DEPARTMENT	Department of Human Resource	es (DHR)	
SUBJECT	Contract for Writing Evaluation	Services	
PROGRAM			
SOLE SOURCE CONTRACT	☐ Yes ☐ No		
CONTRACT	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS	The division has exhausted its allocation of processing fees for the current purchase order.		
COST & FUNDING	Total cost: Unknown at this time.	Funding source: Costs incurred are billed to departments utilizing the services.	
	TERMS (if applicable): N/A		
	Explanation: Writing Evaluation Services are provided on an as-needed basis. Total costs for these services through purchase orders were \$48,472 during FY 2018-19, and \$45,575 during FY 2019-20, to date.		
PURPOSE OF REQUEST		ons will provide ongoing and uninterrupted Writing Evaluation term with two one-year renewal options.	
BACKGROUND (include internal/external issues that may exist)	DHR Countywide Talent Assessment coordinates writing evaluation services with CPS through purchase orders on behalf of County departments. The recommendations will enable CPS to continue providing uninterrupted and cost-effective writing evaluation services under a single Contract for County exams that have writing proficiency assessments.		
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email:  • Murtaza Masood  Assistant Director, Human F  mmasood@hr.lacounty.gov  (213) 974-2449		



# 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

May 5, 2020

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:** 

APPROVAL OF CONTRACT FOR WRITING EVALUATION SERVICES WITH CPS HR CONSULTING (ALL SUPERVISORIAL DISTRICTS - 3 VOTES)

### **SUBJECT**

The Los Angeles County (County) Department of Human Resources (DHR) is requesting the Board's approval and delegated authority to execute a Contract with CPS HR Consulting (CPS) to provide writing evaluation services for the writing proficiency assessments of various County-wide employment examinations.

### IT IS RECOMMENDED THAT THE BOARD:

- 1. Authorize the DHR Director of Personnel (Director), or designee, to execute a Contract, substantially similar to Exhibit I, with CPS, effective upon execution, for an initial term of three (3) years, and with up to two (2) consecutive and automatic one-year extension options, one year at a time, for the provision of writing evaluation services, at an estimated cost of \$157,500 for the initial three-year term.
- 2. Delegate authority to the Director, or designee, to: i) exercise options to extend the term of the Contract for up to two (2) years; and ii) execute amendments to the Contract to add, delete and/or change certain non-substantive terms and conditions, as well as terms and conditions required by the Board or the Chief Executive Office, and to maintain compliance with applicable law, subject to review and approval by County Counsel.

### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

DHR administers an estimated 21 County-wide employment examinations with writing proficiency assessments to approximately 1,200 to 2,000 job candidates per year (approximately 4,500 in years when the Management Fellows Program exam is administered). Since March 2014, DHR has procured writing evaluation services for these examinations through annual purchase orders with CPS. The number of County exams with a writing proficiency assessment, and the corresponding need for writing evaluation services, has been increasing over the past five years and is expected to continue to increase in future years. DHR is recommending a Contract as a long-term solution to this increased need. Board approval of the recommended Contract will enable the County to contract with CPS to provide continued and uninterrupted writing evaluation services on a part-time and as-needed basis for three (3) years from the date of execution with up to two (2) automatic one-year extension options.

### Implementation of Strategic Plan Goals

The recommended actions support County's Strategic Plan Goal III - "Operational Effectiveness, Fiscal Responsibility, and Accountability" by assuring the availability of cost-effective writing evaluation services that are a required part of the County's employment examination and talent assessment process.

### FISCAL IMPACT/FINANCING

The Contract does not guarantee a minimum amount of business, and DHR will only accrue an obligation when work is performed. Services are provided on an as-needed basis. Costs for these Contract services vary each year based on departmental usage. Historic Countywide annual costs for these services totaled \$48,472 for FY 18-19 and \$45,575 for FY 19-20, to date. The total estimated amount for services in FY 20-21 is \$42,000, \$73,500 in FY 21-22 and \$42,000 in FY 22-23, for a total estimated amount of \$157,500 for the initial three-year term. Expenses incurred are fully offset by billings to County departments utilizing the services. Funding is included in the FY 2019-20 Recommended Budget, and funding for subsequent years will be included in each fiscal year's budget.

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHR currently procures writing evaluation services with CPS through purchase orders. To avoid exceeding the Annual Limitation on service purchase orders for employment examination and talent assessment projects, DHR recommends entering into a Contract for these services.

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

The Honorable Board of Supervisors May 5, 2020 Page 3

The department has evaluated and determined that the Living Wage Program (County Code Section 2.121) does not apply to the recommended Contract.

### **CONTRACTING PROCESS**

On November 6, 2019, DHR issued an Invitation for Bids (IFB) for Writing Evaluation Services. DHR sent notifications of the IFB to three vendors that it researched and identified as providers of exam scoring services. The IFB was also posted on the County's Contracting website. Two vendors submitted proposals. CPS was determined to have the most responsive, responsible and lowest cost bid and is therefore being recommended by DHR for a Writing Evaluation Services Contract. Upon the Board's approval, the Director, or designee, will execute a Contract with CPS substantially similar to the attached Exhibit I.

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

Approval of the recommendations will allow DHR to continue obtaining uninterrupted writing evaluation services that are integral to the County's examination process.

### **CONCLUSION**

Upon approval by the Board, please return three (3) adopted copies of this Board letter to DHR. It is requested that the Executive Officer notify DHR's Administrative Services Division at (213) 974-1454 when the documents are available.

Respectfully submitted,

LISA M. GARRETT Director of Personnel

LMG:MM MA:AG

Attachment

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

Board Letter for Writing Evaluation Services - 05-05-20 Agenda

Contract No. <u>HMCE20-001</u>



### **CONTRACT**

BY AND BETWEEN

**COUNTY OF LOS ANGELES** 

**AND** 

**CPS HR CONSULTING** 

**FOR** 

WRITING EVALUATION SERVICES

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- E County's Administration
- F Contractor's Administration
- G Acknowledgement and Confidentiality Agreements
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

### **UNIQUE EXHIBITS**

J Assignment and Transfer of Copyright

# CONTRACT BETWEEN COUNTY OF LOS ANGELES AND CPS HR CONSULTING FOR WRITING EVALUATION SERVICES

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_\_, 2020 by and between the County of Los Angeles, hereinafter referred to as the County, and CPS HR Consulting, hereinafter referred to as the Contractor. The Contractor is located at 2450 Del Paso Road, Suite 220, Sacramento, CA 95834.

### **RECITALS**

WHEREAS, the County may contract with private businesses for Writing Evaluation Services ("Services") when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Services; and

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

WHEREAS, the Board of Supervisors has authorized the Director of Personnel ("Director") of the Department of Human Resources ("DHR"), or designee, to execute and administer this Contract; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

### 1.0 APPLICABLE DOCUMENTS

Exhibits A, B, D, E, F, G, H, I and J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### Standard Exhibits:

- 1.1 Exhibit A Statement of Work ("SOW")
- 1.2 Exhibit B Pricing Schedule
- 1.3 Exhibit C Intentionally Omitted
- 1.4 Exhibit D Contractor's EEO Certification
- 1.5 Exhibit E County's Administration
- 1.6 Exhibit F Contractor's Administration
- 1.7 Exhibit G Acknowledgement and Confidentiality Agreements
- 1.8 Exhibit H Jury Service Ordinance
- 1.9 Exhibit I Safely Surrendered Baby Law

### **Unique Exhibits:**

1.10 Exhibit J - Assignment and Transfer of Copyright

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.1 – Amendments and Change Notices and signed by both parties.

### 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- **2.1 Business Days:** Monday through Friday, except for official holidays observed by the County.
- **2.2** Business Hours: The hours between 8:00 a.m. and 5:00 p.m. on any Business Day.
- **2.3 Contract:** Agreement executed between the County and the Contractor. It sets forth the terms and conditions for the issuance and performance of the SOW (Exhibit A).

- **2.4 Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the SOW (Exhibit A).
- **2.5 Contractor Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- **2.6 County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- **2.7 County Project Director:** Person designated by the County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- **2.8 County Project Manager:** Person designated by the County's Project Director to manage the operations under this Contract.
- **2.9** Day(s): Calendar day(s) unless otherwise specified.
- **2.10 DHR:** Department of Human Resources
- **2.11 Director:** Director of Personnel, Department of Human Resources
- **2.12 Extended Term:** The optional extension periods for the term of the Contract as specified in Sub-paragraph 4.2.
- **2.13 Evaluation:** The raw score, including score breakdowns by rubric section, Rater, and final overall score, for each Response.
- **2.14 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- **2.15 Initial Term:** The term of the Contract as specified in Contract Subparagraph 4.1.
- **2.16 SOW:** A written description of tasks and/or deliverables desired by the County for services provided pursuant to the Contract.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### 4.0 TERM OF CONTRACT

- 4.1 This Contract is effective upon the date of its execution by the Director, or designee, as authorized by the Board of Supervisors. The term of this Contract shall be three (3) years from the date of execution (hereinafter "Initial Term"), unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 At the end of the Contract Initial Term, the County shall have the sole option to extend this Contract term for up to two (2) additional one-year periods (each, hereinafter, an "Extended Term"), one (1) year at a time, for a maximum total Contract term of five (5) years; however, if the County elects not to exercise its option to extend at the end of the Initial Term or the first Extended Term, as applicable, the remaining option(s) shall lapse. The County shall be deemed to have exercised each of its options automatically, without further action, unless, no later than the Initial Term or the first Extended Term, as applicable, the County notifies the Contractor in writing that the County elects not to extend the Contract pursuant to this Paragraph 4.2. The optional extensions shall be exercised at the sole discretion of the Director, or designee, as authorized by the Board of Supervisors.

The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether a bidder is responsible for the purposes of a future County contract or extension option.

4.3 The Contractor shall notify DHR when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DHR at the address herein provided in Exhibit E - County's Administration.

### 5.0 CONTRACT SUM

- 5.1 The County shall compensate the Contractor for services performed under this Contract, based on the rate set forth in Exhibit B Pricing Schedule.
- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

### 5.3 No Payment for Services Provided Following Expiration/ Termination of Contract

The Contractor shall have no claim against the County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify the County and shall immediately repay all such funds to the County. Payment by the County for services rendered after expiration/termination of this Contract shall not constitute a waiver of the County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

### 5.5 **Invoices and Payments**

- 5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A SOW and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit B Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.
- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B Pricing Schedule.

- 5.5.3 The Contractor's invoices shall include the number of Evaluations, as described in Exhibit A SOW, for which payment is claimed; the Fee-for-Service Rate identified in Exhibit B Pricing Schedule; the date of the exam for which the Evaluations were completed; Contract number; amount billed; and the Contractor's remittance address.
- 5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Los Angeles County
Department of Human Resources
Countywide Talent Assessment
3333 Wilshire Blvd., Ste. 350
Los Angeles, CA 90010
Attention: Ani Ismailian

- 5.5.6 **County Approval of Invoices.** All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.
- 5.5.7 Intentionally Omitted
- 5.6 Intentionally Omitted
- 5.7 Default Method of Payment: Direct Deposit or Electronic Funds
  Transfer
  - 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
  - 5.7.2 The Contractor shall submit a direct deposit authorization request via the website https://directdeposit.lacounty.gov with banking and vendor information, and any other information that the A-C determines is reasonably necessary

- to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

### 6.0 ADMINISTRATION OF CONTRACT – COUNTY

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit E - County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

### 6.1 County's Project Director

Responsibilities of the County's Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements.

### 6.2 County's Project Manager

The responsibilities of the County's Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis;
   and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### 6.3 County's Contract Project Monitor

The County's Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The Project Monitor reports to the County's Project Manager.

### 7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

### 7.1 Contractor's Project Manager

- 7.1.1 The Contractor's Project Manager is designated in Exhibit F

   Contractor's Administration. The Contractor shall notify the
   County in writing of any change in the name or address of the Contractor's Project Manager.
- 7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Contract Project Monitor on a regular basis.

### 7.2 Approval of Contractor's Staff

The County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### 7.3 Intentionally Omitted

### 7.4 Background and Security Investigations

7.4.1 Each of the Contractor's staff performing services under this Contract who is in a designated sensitive position, as determined by the County in the County's sole discretion, shall undergo and pass a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include state, local, and federal-level review, which may include, but shall not be limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

- 7.4.2 If a member of the Contractor's staff does not pass the background investigation, the County may request that the member of the Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. The County will not provide to the Contractor or to the Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 The County, in its sole discretion, may immediately deny or terminate facility access to any member of the Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of the Contractor's staff pursuant to this Paragraph 7.4 shall not relieve the Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### 7.5 Confidentiality

- 7.5.1 The Contractor shall maintain the confidentiality of all records and information in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.5.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by the County in its sole judgment. Any legal defense pursuant to the Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County

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

- 7.5.3 The Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement," Exhibit G2.
- 7.5.5 The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement," Exhibit G3.

### 8.0 STANDARD TERMS AND CONDITIONS

### 8.1 Amendments and Change Notices

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and the Director, or designee.
- 8.1.2 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a Change Notice may be prepared in writing and signed by the County's Project Director, or designee, and the Contractor's Project Manager.
- 8.1.3 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director, or designee.

8.1.4 The Director, or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director, or designee.

### 8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of the County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at the County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor,

whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

### 8.3 Authorization Warranty

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

### 8.4 Budget Reductions

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

### 8.5 Complaints

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within ten (10) Business Days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

- 8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) Business Days for County approval.
- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) Business Days of mailing to the complainant.

### 8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, the Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 The Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by the Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by the County in its sole judgment. legal defense pursuant to the indemnification obligations under this Paragraph 8.6 shall be conducted by the Contractor and performed by counsel selected by the Contractor and approved by the County. Notwithstanding the preceding sentence, the County shall have the right to participate in any such defense at its sole cost and expense, except that in the event the Contractor fails to provide the County with a full and adequate defense, as determined by the County in its sole judgment, the County

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

### 8.7 Compliance with Civil Rights Laws

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

### 8.8 Compliance with County's Jury Service Program

### 8.8.1 Jury Service Program:

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

### 8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the

- Contractor deduct from the Employee's regular pay the fees received for jury service.
- 2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered fulltime for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
- 3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. The Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

### 8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

# 8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List

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

### 8.11 Consideration of Hiring GAIN-GROW Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with iob requirements to: GAINGROW@DPSS.LACOUNTY.GOV and BSERVICES@WDACS.LACOUNTY.GOV and DPSS will refer qualified GAIN/GROW iob candidates.
- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

### 8.12 Contractor Responsibility and Debarment

### 8.12.1 Responsible Contractor

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### 8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### 8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### 8.12.4 Contractor Hearing Board

- If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative which proposed decision. shall contain recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- 4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years: (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

### 8.12.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

# 8.13 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <a href="https://www.babysafela.org">www.babysafela.org</a>.

# 8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.
- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### 8.15 County's Quality Assurance Plan

The County or its agent(s) will monitor the Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board

will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

### 8.16 Intentionally Omitted

### 8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all federal statutes and regulations regarding the state employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and state statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### 8.18 Facsimile Representations

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Notices prepared pursuant to Sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments and Change Notices to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

### 8.19 Fair Labor Standards

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

### 8.20 Force Majeure

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both the Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, the Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event the Contractor's failure to perform arises out of a force majeure event, the Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

### 8.21 Governing Law, Jurisdiction, and Venue

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

### 8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, state, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 Confidentiality.

### 8.23 Indemnification

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and

expert witness fees), arising from and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

### 8.24 General Provisions for All Insurance Coverage

Without limiting the Contractor's indemnification of the County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, the Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sub-paragraph 8.24 and Sub-paragraph 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon the Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### 8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to the County, and a copy of an Additional Insured endorsement confirming the County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to the County not less than 10 days prior to the Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Human Resources Countywide Talent Assessment
3333 Wilshire Blvd., Ste. 350
Los Angeles, CA 90010
Attention: Ani Ismailian

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

### 8.24.2 Additional Insured Status and Scope of Coverage

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

#### 8.24.3 Cancellation of or Change in Insurance

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

#### 8.24.4 Failure to Maintain Insurance

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

#### 8.24.5 **Insurer Financial Ratings**

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

#### 8.24.6 Contractor's Insurance Shall Be Primary

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

#### 8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against the County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### 8.24.8 **Sub-Contractor Insurance Coverage Requirements**

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

#### 8.24.9 Deductibles and Self-Insured Retentions (SIRs)

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

#### 8.24.10 Claims Made Coverage

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

#### 8.24.11 Application of Excess Liability Coverage

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

#### 8.24.12 **Separation of Insureds**

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

#### 8.24.13 Alternative Risk Financing Programs

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

## 8.24.14 County Review and Approval of Insurance Requirements

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

#### 8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of

the Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

8.25.3 Workers Compensation and Employers' Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If the Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice shall be provided to the County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to the Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

#### **Unique Insurance Coverage**

#### Professional Liability/Errors and Omissions

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

#### 8.26 Liquidated Damages

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

- Department Head, or his/her designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:
  - (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
  - (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit A (SOW), Attachment 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
  - (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or

limit the County's right to terminate this Contract as agreed to herein.

#### 8.27 Most Favored Public Entity

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

#### 8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D Contractor's EEO Certification.
- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable federal and state laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 The Contractor shall allow the County representatives access to the Contractor's employment records during regular Business Hours to verify compliance with the provisions of this Sub-paragraph 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated federal or state anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

#### 8.29 Non Exclusivity

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

#### 8.30 Notice of Delays

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

#### 8.31 Notice of Disputes

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Department Head, or designee shall resolve it.

## 8.32 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

## 8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at <a href="https://www.babysafela.org">www.babysafela.org</a>.

#### 8.34 Notices

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The (Department Head, or his/her designee) shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

#### 8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other

party. No bar exists against any hiring action initiated through a public announcement.

#### 8.36 Public Records Act

- Any documents submitted by the Contractor; all information 8.36.1 obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Invitation for Bids (IFB) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### 8.37 Publicity

- 8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:
  - The Contractor shall develop all publicity material in a professional manner; and
  - During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the

name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of the County, indicate in its bids and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Sub-paragraph 8.37 shall apply.

#### 8.38 Record Retention and Inspection/Audit Settlement

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

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any federal or state auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Sub-paragraph 8.38 shall constitute a

material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### 8.39 Recycled Bond Paper

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

#### 8.40 Subcontracting

- 8.40.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:
  - A description of the work to be performed by the Subcontractor;
  - A draft copy of the proposed subcontract; and
  - Other pertinent information and/or certifications requested by the County.

- 8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, the Contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Human Resources
Countywide Talent Assessment
3333 Wilshire Blvd., Ste. 350
Los Angeles, CA 90010
Attention: Ani Ismailian

before any Subcontractor employee may perform any work hereunder.

## 8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

#### 8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
  - Stop work under this Contract on the date and to the extent specified in such notice, and
  - Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

#### 8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
  - The Contractor has materially breached this Contract; or

- The Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- The Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics. quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.42 Termination for Convenience.
- 8.43.5 The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 8.44 Termination for Improper Consideration

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### 8.45 Termination for Insolvency

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for

at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

#### 8.47 Termination for Non-Appropriation of Funds

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

#### 8.48 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the

application of such provision to other persons or circumstances shall not be affected thereby.

#### 8.49 Waiver

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### 8.50 Warranty Against Contingent Fees

- 8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.
- 8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## 8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program

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

Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with the County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to the County under any other provision of this contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the County may terminate this contract and/or pursue debarment of the Contractor, pursuant to County Code Chapter 2.206.

#### 8.53 Time Off For Voting

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

## 8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking

The Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of the Contractor's staff be removed immediately from performing services under the Contract. The County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

#### 8.55 Intentionally Omitted

#### 8.56 Compliance with Fair Chance Employment Practices

The Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. The Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

#### 8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<a href="https://ceop.lacounty.gov/">https://ceop.lacounty.gov/</a>). The Contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the Contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### 8.58 Prohibition from Participation in Future Solicitation(s)

Neither a Contractor, subsidiary of nor Subcontractor to Contractor, nor a Proposer shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor/Proposer under this Agreement. As this prohibition applies to Subcontractors of the Contractor, the Contractor shall notify any Subcontractors providing services under this Agreement of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or Subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Agreement.

#### 9.0 UNIQUE TERMS AND CONDITIONS

#### 9.1 Ownership of Materials, Software and Copyright

9.1.1 The County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which

are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.1.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. The County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.1.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.1.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.1.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under Sub-paragraph 9.1.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Sub-paragraph 9.1.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.1.6 All the rights and obligations of this Sub-paragraph 9.1 shall survive the expiration or termination of this Contract.

#### 9.2 Patent, Copyright and Trade Secret Indemnification

- 9.2.1 The Contractor shall indemnify, hold harmless and defend the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. The County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.
- 9.2.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that the County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that the County's continued use of the system is not materially impeded, shall either:
  - Procure for the County all rights to continued use of the questioned equipment, part, or software product; or
  - Replace the questioned equipment, part, or software product with a non-questioned item; or
  - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.2.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

// // // //

IN WITNESS WHEREOF, the	ne Board of Supervisors of the County of
Los Angeles has caused this Contrac	ct to be executed by the Director of Personnel
Department of Human Resources or	designee and approved by County Counsel,
and the Contractor has caused this C	Contract to be executed in its behalf by its duly
authorized officer, this	day of, 2020.
	COUNTY OF LOS ANGELES
	Ву
	LISA M. GARRETT
	Director of Personnel Department of Human Resources
By: CPS HR CONSULTING	
Contractor	
Signed:	
Printed:	<del></del>
Title:	
APPROVED AS TO FORM:	
MARY C. WICKHAM	-111
County Counsel	
By:	
Richard Bloom	
Principal Deputy County Counse	I

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# EXHIBIT A STATEMENT OF WORK

## EXHIBIT A STATEMENT OF WORK

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#### STATEMENT OF WORK

#### 1.0 SCOPE OF WORK

The County of Los Angeles Department of Human Resources ("DHR") administers various examinations for the purpose of identifying and recruiting candidates for County jobs. One component of these examinations is the proctored writing proficiency assessment, which requires candidates to provide original, written responses to essay questions. Under the direction of DHR's Senior Human Resources Manager or Human Resources Manager, the Contractor agrees to provide Writing Evaluation Services ("Services") to DHR. Through these Services, the Contractor shall provide DHR with Raters to evaluate and score candidates' written responses to writing proficiency assessments as part of various County examinations.

## 2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

All changes must be made in accordance with the Contract, Sub-paragraph 8.1 - Amendments.

#### 3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met;
- 3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

#### 4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8.0 - Standard Terms and Conditions, Paragraph 8.15 - County's Quality Assurance Plan.

#### 4.1 Meetings

The Contractor is required to attend as-needed meetings. Failure to attend may cause an assessment of Fifty Dollars (\$50) per occurrence.

#### 4.2 Contract Discrepancy Report (Attachment 1 of Exhibit A)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

#### 4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal Business Hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### 5.0 **DEFINITIONS**

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 5.1 **"Evaluation Guidelines":** The guidelines that Raters shall use to facilitate the assignment of unbiased and fair scores and achieve consensus on their ratings of Responses.
- 5.2 "Leveling": The process by which a minimum of two (2) Raters reach consensus on the ratings they assign to each Response. County requires that two (2) or more Raters must provide scores that are within one point of each other on each dimension of the Writing Proficiency Assessment being scored.
- 5.3 "Management Fellows Program": A two-year, paid County fellowship for individuals who hold a master's or higher degree to pursue a career in County government, and for which the County holds an examination from time to time (i.e., usually on a yearly or biyearly basis, or every three years).
- 5.4 "Rater": A qualified individual approved by the County to evaluate and score Responses. County requires that a minimum of two (2) Raters provide each Evaluation.

- 5.5 **"Response":** A County exam candidate's written essay provided in response to the Writing Proficiency Assessment that is a component of some County examinations.
- 5.6 "Structured Rating Guidelines": The scoring rubric that provides Raters with a description of the attributes of an essay that merits a particular score. For example, the Structured Rating Guidelines may provide specific information on what attributes an essay must have to merit a score of "5" on the grammar dimension.
- 5.7 **"Writing Proficiency Assessment":** The test used to assess a candidate's ability to communicate in writing.
- 5.8 **"Writing Prompt":** A topic about which a candidate is required to write an essay, or a question that the candidate is required to answer in essay form.

#### 6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

#### COUNTY

#### 6.1 Personnel

The County will administer the Contract according to the Contract, Paragraph 5.0 - Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0 Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

#### 6.2 Furnished Items

The County will furnish the following items to the Contractor and the Raters via DHR's File Transfer Protocol, Managed File Transfer ("MFT"):

- 6.2.1 Specific Writing Prompts used in Writing Proficiency Assessments of County examinations.
- 6.2.2 Structured Rating Guidelines for the scoring of Responses to be evaluated.
- 6.2.3 Evaluation Guidelines, which may be provided in written or oral form.
- 6.2.4 Templates or other documents for the data entry of scores.
- 6.2.5 Candidates' Writing Proficiency Assessment forms.

- 6.2.6 Candidates' Responses in batches of up to 250. (Note: County may submit multiple batches, at one time, of up to 250 Responses each.)
- 6.2.7 Any additional information needed for scoring candidates' Responses.

#### 6.3 Sign-in Credentials

The County will provide County-approved Contractor staff and County-approved Raters with sign-in credentials necessary to access the MFT.

#### CONTRACTOR

#### 6.4 Project Manager

- 6.4.1 The Contractor shall provide a full-time Project Manager and a designated alternate. The Contractor shall provide a telephone number where the Project Manager may be reached between the hours of 8:00 a.m. and 5:00 p.m. (Pacific Time) on all Business Days. The Contractor shall ensure that the Project Manager's telephone number has a working voicemail function and that the Project Manager answers messages from the County received by voicemail within two (2) business hours.
- 6.4.2 The Project Manager shall act as a central point of contact with the County.
- 6.4.3 The Project Manager/alternate shall have full authority to act for the Contractor on all matters relating to the daily operation of the Contract. The Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

#### 6.5 Personnel

- 6.5.1 The Contractor shall assign a sufficient number of staff to perform the required work. At least one staff member on site shall be authorized to act for the Contractor in every detail and must speak and understand English.
- 6.5.2 The Contractor shall be required to background check their staff as set forth in the Contract, Sub-paragraph 7.4 Background and Security Investigations.

#### 6.6 Materials and Equipment

The purchase of all materials/equipment to provide the needed Services is the responsibility of the Contractor. The Contractor shall use materials and equipment that are safe for the environment and safe for use by the staff.

#### 6.7 Training

The Contractor shall provide training programs, as necessary, for all new staff and continuing in service training for all staff.

#### 6.8 Contractor's Office

The Contractor shall maintain an office with a telephone in the company's name where the Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m. (Pacific Time), during all Business Days, by at least one employee who can respond to inquiries and complaints that may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. The Contractor shall answer calls received by the answering service by the start of the next business day after the receipt of the call.

#### 7.0 HOURS/DAYS OF WORK

- 7.1 The Contractor shall provide the Services set forth in this SOW, as-needed by the County, on any Business Day during the hours between 8:00 a.m. and 5:00 p.m. (Pacific Time).
- 7.2 The Contractor is not required to provide Services on County-recognized holidays. The County's Contract Project Manager will provide a list of the County holidays to the Contractor when Services are requested.

#### 8.0 INTENTIONALLY OMITTED

#### 9.0 INTENTIONALLY OMITTED

#### 10.0 SPECIFIC WORK REQUIREMENTS

#### 10.1 **Development and Review**

The Contractor shall:

- 10.1.1 Work with DHR staff to review and finalize the following items:
  - Candidate knowledge, skills, abilities, and personal characteristics relevant to the Writing Proficiency Assessment component of County examinations;
  - Definition of standards for the Structured Rating Guidelines;
  - Appropriate Leveling of scores based on candidates' Responses; and
  - County-provided Structured Rating Guidelines for Writing Proficiency Assessments.
- 10.1.2 Develop Structured Rating Guidelines for Writing Proficiency Assessments, when such guidelines are not provided by DHR and upon DHR's request, and work with DHR staff to review and finalize these guidelines.

- 10.1.3 Develop Writing Prompts, when such guidelines are not provided by DHR and upon DHR's request, to be used in DHR's Writing Proficiency Assessments, and work with DHR staff to review and finalize these Writing Prompts.
- 10.1.4 Upload to the MFT all finalized and County-approved Structured Rating Guidelines and Writing Prompts referenced in this Section 10.1.

#### 10.2 Raters

The Contractor shall:

- 10.2.1 Provide DHR, and work with DHR to select, Raters that possess qualifying credentials and experience to evaluate and score candidates' Responses.
- 10.2.2 Ensure that each Rater is an English language expert with a doctorate degree from an accredited college or university in English-language literature, composition, or a closely related field.
- 10.2.3 Provide DHR with copies of each Rater's resume and qualifying diploma(s), clearly indicating in the English language the qualifying degree(s) described in Sub-paragraph 10.2.2, upon DHR's request.
- 10.2.4 Obtain DHR's approval of proposed Raters before Raters provide Services under this Contract.
- 10.2.5 Ensure that all Raters are trained to score and evaluate the candidates' Responses, using County-approved Structured Rating Guidelines.
- 10.2.6 Ensure that all Raters are trained to log into and use the MFT to access and download Responses and any County-approved documents necessary to score Responses, and upload and transmit scores with their corresponding Responses.

#### 10.3 Evaluation and Scoring

The Contractor shall:

- 10.3.1 Ensure that, for each Response received from DHR, a minimum of two (2) Raters shall:
  - 10.3.1.1 Evaluate and score each Response using the finalized, County-approved Structured Rating Guidelines.
  - 10.3.1.2 Evaluate and score each Response for each dimension of the Writing Proficiency Assessment, using the County-approved Structured Rating Guidelines.

- 10.3.1.3 Determine a numerical rating that best describes the Raters' evaluation based on the County-approved Structured Rating Guidelines.
- 10.3.1.4 Provide scores within one point of each other for each dimension of the Writing Proficiency Assessment.
- 10.3.2 Ensure that, for instances in which two or more Raters' scores differ by more than one point, Raters utilize the County's Evaluation Guidelines to reconcile their scores to be within no more than one point of each other. (Note: In rare instances, the County may require an alternative Leveling process. In these instances, the County shall provide the Contractor with instructions for the alternate Leveling process.)
- 10.3.3 Monitor scores throughout the process to ensure that scores are generated in accordance with the County-approved Structured Rating Guidelines.

#### 10.4 Batch Administration

The Contractor shall:

- 10.4.1 Ensure that the Raters receive candidates' Responses from DHR via the MFT in batches of up to 250 Responses.
- 10.4.2 Provide a sufficient number of Raters to evaluate and score an estimated quarterly 500 Responses, and an additional annual amount of up to approximately 2,500 Responses resulting from the Management Fellows Program exam in years when it is administered. (Note: The actual number of Responses that require scoring may be higher, lower or comparable to the 500 quarterly estimate.)
- 10.4.3 Ensure that the Raters provide DHR with each candidate's Response and corresponding Evaluation, via the MFT within ten (10) Business Days of DHR's upload of candidates' Responses to the MFT. (Note: DHR shall notify Raters every time it uploads a new batch of Responses to the MFT.)

#### 11.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary ("PRS") chart, Attachment 2 of this Exhibit A, listing required Services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the Contract
- list required Services
- indicate method of monitoring

 indicate the deductions/fees to be assessed for each Service that is not satisfactory

All listings of Services used in the PRS are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between Services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any Service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent Service will be null and void and place no requirement on Contractor.

#### **CONTRACT DISCREPANCY REPORT**

TO:		
FROM:		
DATES:		
	Returned by Contractor:	
	Action Completed:	
DISCREPA	NCY PROBLEMS:	
Signatu	ure of County Representative	Date
CONTRACT	TOR RESPONSE (Cause and Corrective Action):	
Signatu	re of Contractor Representative	Date
COUNTY EV	VALUATION OF CONTRACTOR RESPONSE:	
Signatu	re of Contractor Representative	Date
COUNTY A	CTIONS:	
CONTRACT	TOR NOTIFIED OF ACTION:	
County Rep	resentative's Signature and Date	
<b>.</b>		
Contractor F	Representative's Signature and Date	

Writing Evaluation Services Contract - Exhibits Exhibit A – SOW, Attachment 1 – Contract Discrepancy Report May 2020

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract: Sub-paragraph 4.3 of Paragraph 4.0 – Term of Contract	Contractor shall notify DHR when Contract is within six (6) months of the expiration of the term.	Observation	\$50 per occurrence
Contract: Paragraph 5.0 – Contract Sum, Sub-paragraph 5.5 – Invoices and Payments Sub-paragraph 5.5.4	Contractor shall invoice the County by the 15 <sup>th</sup> calendar day of the month following the month of service.	Inspection of files and observation	\$50 per occurrence
Contract: Paragraph 7.0 - Administration of Contract- Contractor Sub-paragraph 7.1.1	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection and observation	\$50 per occurrence
Contract: Sub-paragraph 8.2 Assignment and Delegation/Mergers or Acquisitions Sub-paragraph 8.2.1	Contractor to notify the County of any pending acquisitions/mergers, as set forth in Sub-paragraph 8.2.1.	Observation and inspection of files.	\$50 per occurrence
Contract, Sub-paragraph 8.5 – Complaints Sub-paragraph 8.5.1	Contractor to provide the County the Contractor's policy for receiving, investigating and responding to user complaints	Receipt and inspection of files.	\$100 per occurrence
	within ten (10) Business Days after Contract effective date.		

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
Contract, Sub-paragraph 8.5 – Complaints Sub-paragraph 8.5.3	Contractor to make changes as requested by the County to the Contractor's policy and resubmit within ten (10) business days for County approval.	Receipt and inspection of files.	\$50 per occurrence
Contract: Sub-paragraph 8.24 - General Provisions for All Insurance Coverage and Sub- paragraph 8.25 - Insurance Coverage	Contractor shall provide and maintain insurance, as specified in Sub-paragraphs 8.24 and 8.25.	Receipt and inspection of files	\$50 per occurrence
Contract: Sub-paragraph 8.34 – Notices	Contractor to notify the County by giving ten (10) days prior written notice of any changes to the Exhibit F – Contractor's Administration.	Receipt and inspection of files.	\$100 per occurrence
Contract: Sub-paragraph 8.38 - Record Retention & Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38.	Receipt and inspection of files and review of records.	\$50 per occurrence
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection, review of records and observation	\$100 per occurrence; possible termination for default of Contract.
SOW: Paragraph 3.0 – Quality Control	Contractor shall establish and utilize a Quality Control Plan as specified in Paragraph 3.0.	Inspection of files	\$50 per occurrence
SOW: Sub-paragraph 4.1 - Meetings	Contractor's representative to attend as-needed meetings.	Attendance	\$50 per occurrence

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-paragraph 4.2 – Contract Discrepancy Report	Contractor to verbally notify County whenever a Contract discrepancy is identified, respond in writing to the County Contract Project Monitor within 5 workdays of receipt of County's Contract Discrepancy report, and submit plan for correction of all deficiencies identified in the Contract Discrepancy Report with 10 workdays, as set forth in Sub-paragraph 4.2.	Inspection & Observation	\$50 per occurrence
SOW: Sub-paragraph 6.4.1	Contractor to provide a telephone number where the Project Manager may be reached between 8:00 a.m. to 5:00 p.m. (Pacific Time) on all Business Days.	Observation	\$50 per occurrence

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

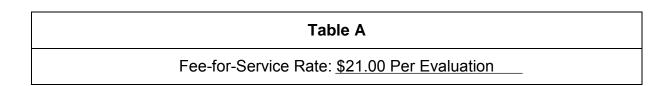
SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEES TO BE ASSESSED
SOW: Sub-paragraph 6.4.1	Contractor to ensure that the telephone number has a working voicemail and that the Project Manager answers messages received by voicemail within two (2) business hours.	Observation	\$50 per occurrence
SOW: Sub-paragraph 6.5 – Personnel	Contractor to assign a sufficient number of staff to perform the required work, as set forth in Sub-paragraph 6.5.1 and background check staff, as set forth in Sub-paragraph 6.5.2.	Observation	\$50 per occurrence
SOW: Sub-paragraph 6.8 - Contractor's Office	Contractor to respond to inquiries and complaints received about Contractor's performance of the Contract, as specified in Sub-paragraph 6.8.	Observation	\$50 per occurrence
SOW: Section 10.0 - Specific Work Requirements	Contractor shall provide the Specific Work Requirements, as specified in Section 10.0.	Inspection & Observation	\$50 per occurrence

# EXHIBIT B PRICING SCHEDULE

## PRICING SCHEDULE

NAME OF BIDDER: CPS HR Co	nsultina
	<del> </del>

The Fee-for-Service Rate is an all-inclusive rate for all services, tasks and deliverables provided by the Contractor pursuant to the terms and requirements of the Contract. The Fee-for-Service Rate includes any and all costs of providing the Writing Evaluation Services described in the Contract (i.e., not only the cost of reimbursing Raters for the work they perform under the Contract, but also any administrative costs, consultant time costs, batch upload costs, travel, and any other Contractor costs of providing the Services). The Fee-for-Service Rate shall be paid to the Contractor for each County-approved Evaluation. (Note: A minimum of two (2) Raters is required to provide each Evaluation, as set forth in SOW, Sub-paragraph 10.3 Evaluation and Scoring.)



# EXHIBIT C INTENTIONALLY OMITTED

# EXHIBIT D CONTRACTOR'S EEO CERTIFICATION

## **CONTRACTOR'S EEO CERTIFICATION**

	S HR Consulting tractor Name		
	0 Del Paso Road, Suite 220, Sacramento, CA 95834 ress		
Inte	rnal Revenue Service Employer Identification Number		
	GENERAL CERTIFICATION		
supposed substitution	ccordance with Section 4.32.010 of the Code of the County of L plier, or vendor certifies and agrees that all persons employed sidiaries, or holding companies are and will be treated equally by ause of race, religion, ancestry, national origin, or sex and in trimination laws of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the State of Company of the United States of America and the States of Company of the United States of America and the States of Company of the United States of America and the States of Company of the United States of America and the States of Company of the United States of America and the States of Company of the United States of America and the States of Company of the United St	by such firm, the firm withou compliance	its affiliates, it regard to or
	CONTRACTOR'S SPECIFIC CERTIFICATION	NS	
1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes □	No □
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes □	No □
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes □ No □			
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes □	No □
Auth	norized Official's Printed Name and Title		
Auth	norized Official's Signature	Da	nte

# EXHIBIT E COUNTY'S ADMINISTRATION

## **COUNTY'S ADMINISTRATION**

CONTRACT NO. HMCE20-001	

### **COUNTY PROJECT DIRECTOR:**

Name: Ann Havens

Title: Senior Human Resources Manager

Address: 3333 Wilshire Boulevard, Suite 350, Los Angeles, CA 90010

Telephone: (213) 738-2244

Facsimile: (213) 386-9326

E-Mail Address: ahavens@hr.lacounty.gov

### **COUNTY PROJECT MANAGER:**

Name: Joshua Brandt

Title: <u>Principal Analyst – Human Resources</u>

Address: 3333 Wilshire Boulevard, Suite 350, Los Angeles, CA 90010

Telephone: (213) 738-2068

Facsimile: (213) 386-9326

E-Mail Address: jbrandt@hr.lacounty.gov

### **COUNTY CONTRACT PROJECT MONITOR:**

Name: Rutilo (Adam) Salgado

Title: HR Analyst IV

Address: 3333 Wilshire Boulevard, Suite 350, Los Angeles, CA 90010

Telephone: (213) 351-2945

Facsimile: (213) 386-9326

E-Mail Address: rsalgado@hr.lacounty.gov

# EXHIBIT F CONTRACTOR'S ADMINISTRATION

## **CONTRACTOR'S ADMINISTRATION**

CONTRACTOR'S NAME: CPS HR	Consulting	
CONTRACT NO: HMCE20-001		
CONTRACTOR'S PROJECT MANA	AGER:	
Name:		
Title:		
Address:	· · · · · · · · · · · · · · · · · · ·	
Telephone:		
Faccimile:		-
		- -
CONTRACTOR'S AUTHORIZED O	OFFICIAL(S)	
Name:	, <u>(</u> C)	
Title:		
Address:		
Address.		
Telephone:		
Faccimile:		-
E-Mail Address:		-
Name:		
Title:	<del></del>	
Address:	<del></del>	
Telephone:		_
Facsimile:		_
E-Mail Address:		-
Notices to Contractor shall be set	nt to the following:	
Name:		
Title:		
Address:	_	
Telephone:		-
Facsimile:		-
E-Mail Address:		_

Writing Evaluation Services Contract - Exhibits Exhibit F - Contractor's Administration May 2020

## **EXHIBIT G**

# ACKNOWLEDGEMENT AND CONFIDENTIALTY AGREEMENTS

## CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contract until County receives this executed document.)	n Contractor's executed Contract. Work cannot begin on the
Contractor Name	Contract NoHMCE20-001
Employee Name	
GENERAL INFORMATION:	
Your employer referenced above has entered into a contract with the Co The County requires your signature on this Contractor Employee Ackno	
EMPLOYEE ACKNOWLEDGEMENT:	
I understand and agree that the Contractor referenced above is my so understand and agree that I must rely exclusively upon my employer forme or on my behalf by virtue of my performance of work under the above	or payment of salary and any and all other benefits payable to
I understand and agree that I am not an employee of the County of Loand will not acquire any rights or benefits of any kind from the County of above-referenced contract. I understand and agree that I do not have Los Angeles pursuant to any agreement between any person or entity a	of Los Angeles by virtue of my performance of work under the and will not acquire any rights or benefits from the County of
I understand and agree that I may be required to undergo a background continued performance of work under the above-referenced contract is any and all such investigations. I understand and agree that my failure to shall result in my immediate release from performance under this and/or	contingent upon my passing, to the satisfaction of the County, o pass, to the satisfaction of the County, any such investigation
CONFIDENTIALITY AGREEMENT:	
I may be involved with work pertaining to services provided by the Coundata and information pertaining to persons and/or entities receiving semproprietary information supplied by other vendors doing business with to protect all such confidential data and information in its possession, es welfare recipient records. I understand that if I am involved in Counconfidentiality of such data and information. Consequently, I understand be provided by my employer for the County. I have read this agreement	vices from the County. In addition, I may also have access to the County of Los Angeles. The County has a legal obligation specially data and information concerning health, criminal, and ty work, the County must ensure that I, too, will protect the d that I must sign this agreement as a condition of my work to
I hereby agree that I will not divulge to any unauthorized person any dathe above-referenced contract between my employer and the County of any data or information received by me to my immediate supervisor.	
I agree to keep confidential all health, criminal, and welfare recipient recentities receiving services from the County, design concepts, algorithm information and all other original materials produced, created, or provide protect these confidential materials against disclosure to other than my information. I agree that if proprietary information supplied by other Cockeep such information confidential.	ns, programs, formats, documentation, Contractor proprietary od to or by me under the above-referenced contract. I agree to employer or County employees who have a need to know the
I agree to report to my immediate supervisor any and all violations of th become aware. I agree to return all confidential materials to my immed of my employment with my employer, whichever occurs first.	
SIGNATURE:	DATE:/
PRINTED NAME:	
POSITION:	

## CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

			d and returned to Co his executed docume		s executed Co	ontract. Work cannot begin on th
Contracto	or Name				Contract No	_HMCE20-001
Non-Emp	loyee Name					
GENER/	AL INFORM	IATION:				
						vide certain services to the Counfidentiality Agreement.
NON-EM	IPLOYEE A	CKNOWLEDGE	MENT:			
understar	nd and agree	that I must rely exc	clusively upon the Co		bove for paym	of the above-referenced contract. nent of salary and any and all oth enced contract.
and will nabove-ref	ot acquire ar erenced con	ny rights or benefits tract. I understand	of any kind from the and agree that I do r	County of Los Angele	es by virtue of acquire any ri	whatsoever and that I do not hat my performance of work under the ghts or benefits from the County les.
continued any and a	l performanc	e of work under the tigations. I understa	above-referenced co ind and agree that my	ntract is contingent up	oon my passin satisfaction o	s). I understand and agree that n ig, to the satisfaction of the Coun f the County, any such investigation
CONFID	ENTIALITY	AGREEMENT:				
data and proprietar to protect welfare re confidenti	information provinted information all such consciplent recolations of such ed by the ab	pertaining to persons a supplied by other wifidential data and in rds. I understand data and informatio	s and/or entities receivendors doing busine formation in its posse that if I am involved n. Consequently, I un	iving services from the ess with the County of ession, especially data in County work, the nderstand that I must	e County. In a Los Angeles. and informati County must sign this agre	o, I may have access to confident addition, I may also have access. The County has a legal obligation concerning health, criminal, all ensure that I, too, will protect the ement as a condition of my work have taken due time to consider
to the abo	ove-referenc	ed contract betwee	n the above-reference		e County of L	ed while performing work pursua os Angeles. I agree to forward a tractor.
entities re informatio to protect a need to	eceiving serv on, and all oth these confid	ices from the Coun ner original material ential materials agai ormation. I agree th	ty, design concepts, s produced, created, nst disclosure to othe	algorithms, programs or provided to or by n r than the above-refere	, formats, doo ne under the a enced Contrac	mation pertaining to persons and/ cumentation, Contractor proprieta above-referenced contract. I agre ctor or County employees who han adors is provided to me, I shall kee
whom I be	ecome aware	e. I agree to return a		als to the above-refere		yself and/or by any other person tor upon completion of this contra
SIGNATU	JRE:				DATE:	
PRINTED	NAME:					
POSITIO	N:					

Writing Evaluation Services Contract - Exhibits Exhibit G2 – Contractor Non-Employee Acknowledgement and Confidentiality Agreement May 2020

# EXHIBIT H JURY SERVICE ORDINANCE

## Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

## 2.203.010 Findings.

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

### 2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

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

## Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

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

## 2.203.030 Applicability.

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

## 2.203.040 Contractor Jury Service Policy.

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

### 2.203.050 Other Provisions.

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

### 2.203.060 Enforcement and Remedies.

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

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

## Title 2 ADMINISTRATION Chapter 2.203.010 through 2.203.090 CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

## 2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

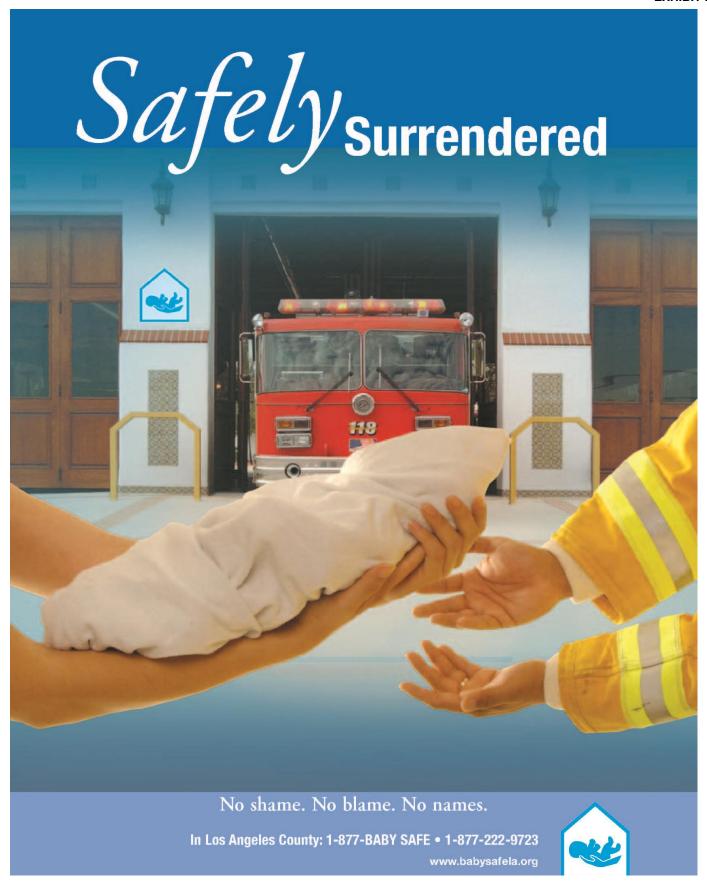
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

### 2.203.090. Severability.

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

# EXHIBIT I SAFELY SURRENDERED BABY LAW



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

### How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

## What happens to the parent or surrendering adult?

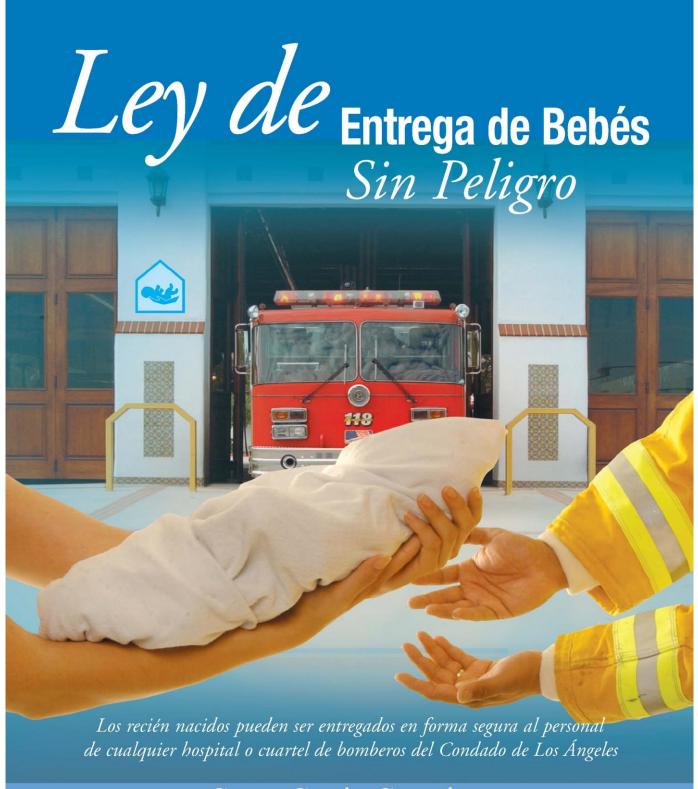
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

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

## A baby's story

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



Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



## Ley de Entrega de Bebés Sin Peligro

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

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

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

### ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

### ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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

## **EXHIBIT J**

## ASSIGNMENT AND TRANSFER OF COPYRIGHT

## INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, , an individual ("Grantor"), does hereby assign, grant,					
convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without imitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works passed thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.					
Without limiting the generality include, but is not limited to, al recover all damages and othe equity, by statute or otherwise.	I prior choses-ing sums, and the	n-action, at law, in ed	uity and otherwise, tallowed or awarded	he right to ⊢at law, in	
Agreement Number	for		, dated	, as	
amended by Amendment Numb	oer, dated				
(NOTE to Preparer: reference all exists modified from time to time (the		as the same hereafte	may be amended or	otherwise	
Grantor's Signature			Date		
Grantor's Printed Name:					
Grantor's Printed Position:					

## CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, a, ("Grantor") does hereby
assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in derived from, incorporating or relating to, the Works or from which the Works are derived.
Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shal include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity by statute or otherwise.  Grantor and Grantee have entered into County of Los Angeles Agreement Number
for
dated, as amended by Amendment Number, dated,
{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").
Grantor's Signature Date
Grantor's Printed Name:
Grantor's Printed Position

## REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH COPYRIGHT BUREAU

STATE OF CAL	IFORNIA )	
) ss COUNTY OF LOS	S. SANGELES )	
	,	
On	, 201	_, before me, the undersigned, a Notary Public in and for the State
of California, pers	onally appeared _	, personally known to me
or proved to me or	n the basis of satis	factory evidence to be the
of		, the corporation that executed the within Assignment
and Transfer of C	opyright, and furth	er acknowledged to me that such corporation executed the within
Assignment and T	ransfer of Copyrig	ht pursuant to its bylaws or a resolution of its Board of Directors.
WITNESS my har	nd and official seal	
William Thai	ia ana omolai ocai	
		NOTARY PUBLIC

## BOARD LETTER/MEMO – FACT SHEET PUBLIC SAFETY CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	4/15/2020		
CAR DATE			
BOARD MEETING	5/5/2020		
SUPERVISORIAL DISTRICT AFFECTED	All		
DEPARTMENT	Sheriff		
SUBJECT	Mobile Digital Computer (MDC)	Replacement computers	
PROGRAM	Mobile Digital Computer (MDC)	Replacement Project – Phase I	
SOLE SOURCE	☐ Yes ⊠ No		
CONTRACT	If Yes, please explain why:		
DEADLINES/ TIME CONSTRAINTS			
COST & FUNDING	Maximum Contract Sum: \$1,957,000.00	Funding source: County Computer Modernization Legacy Funds	
	TERMS: Not applicable		
	Explanation:		
PURPOSE OF REQUEST	Replace existing older and/or b	roken MDCs that have reached end of life and end of support.	
BACKGROUND (include internal/external issues that may exist)	The Mobile Digital Computer (MDC) allows dispatch communication via a computer in the patrol vehicle and reduces the radio traffic. The MDC upgrade project to newer computer was initiated in 2011, but due to lack of funding the project was not completed. The initial 2700 MDCs were installed in LASD's patrol cars with a one-time funding and no going maintenance and/or replacement plans included in LASDs budget.  Over the last eight (8) years, approximately 500 newer MDCs as well as memory upgrades and screen replacements were purchased, but these purchases were adhoc and the majority of older MDCs are still deployed today. To date, the total number of MDCs deployed has grown to 3,200 with approximately 500+ in disrepair due to hardware failure.		
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email:  Lt. Mark Guerrero, Project Manager, (323) 881-8040, maguerre@lasd.org  William Catron, (323) 881-8046, wmcatron@lasd.org		

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

Dear Supervisors:

# APPROVAL TO USE INFORMATION TECHNOLOGY FUND TO UPDATE MOBILE DIGITAL COMPUTERS AND APPROVE APPROPRIATION ADJUSTMENT (ALL SUPRVISORIAL DISTRICTS – 4 VOTES) (FISCAL YEAR 2019-20)

**CIO RECOMMENDATION: APPROVE (X)** 

## SUBJECT

The Los Angeles County (County) Sheriff's Department is requesting Board approval to utilize \$1,970,000 from the County's Information Technology Fund (ITF) for the replacement of end-of-life Mobile Digital Computers.

### IT IS RECOMMENDED THAT THE BOARD:

- 1. Approve and authorize the utilization of \$1,970,000 from ITF to replace end-oflife Mobile Digital Computers that are having a detrimental effect on the County departments' operations.
- 2. Direct the Chief Executive Office (CEO) to transfer the requested ITF funds to the Sheriff's Department for the acquisition of new Mobile Digital Computers.
- 3. Approve a Fiscal Year 2019-20 appropriation adjustment in ITF to reallocate \$1,970,000 from Services and Supplies (S&S) to Other Financing Uses, and to increase the Sheriff's Department's S&S budget.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Mobile Digital Computer (MDC) Project was initiated in 2011. The purpose of the MDC Project was to upgrade the existing legacy Mobile Digital Terminal (MDT) with newer and more robust MDC's.

The newer MDC's allow deputies in the field better access to the Sheriff's Department's Computer Aided Dispatch (CAD) System to receive/answer calls for service as well as providing them more access to numerous other law enforcement applications.

MDC's reduce radio traffic by allowing information to appear on the computer. The initial 2,700 MDC's were installed in Sheriff's Department's patrol cars with a one-time funding and no ongoing maintenance and/or replacement plans were included in the Sheriff's Department's budget.

Over the last 8 years, approximately 500 newer MDC's as well as memory upgrades and screen replacements were purchased, but these purchases were adhoc and the majority of older MDC's are still deployed today. To date, the total number of MDC's deployed has grown to 3,200 with approximately 500+ in disrepair due to hardware failure.

The MDC fleet has now reached a critical point as most MDC's are of the older model that are 8 years old, are out of warranty, and are breaking on a much more frequent basis.

If replacement MDC's are not purchased, Sheriff's deputies will be unable to receive calls for service via the Sheriff's Department's CAD System and calls for service will need to be voiced over the already overburdened radio system, affecting the efficiency of the operation.

## Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, by allowing the Sheriff's Department's communications to operate effectively and efficiently by providing new devices.

## FISCAL IMPACT/FINANCING

ITF was established to fund Countywide or multi-department 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. The County's Information Technology Investment Board (ITIB) has approved using ITF to pay for the replacement computers. The last Board recommendation will approve an appropriation adjustment in ITF to reallocate \$1,970,000 from S&S to Other Financing Uses, and increase the Sheriff's Department's S&S budget to purchase MDC's.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

At the recommendation of the Chief Information Officer (CIO), ITIB has approved this request recognizing MDC's that are not functioning properly present a risk to the Sherriff's deputies that rely on MDC's to conduct their business. ITIB has shifted the approval of the funds from the Legacy Modernization Fund to the ITF. In order to receive the funds the Sherriff's Department has agreed to the requirements and will provide an implementation progress update.

The CIO has reviewed this Board Letter and recommends approval. The CIO further determines that a CIO Analysis is not required for the recommended action as it represents a one-time purchase of computers.

## IMPACT ON CURRENT SERVICES

Approval will ensure continued services and uninterrupted operation of MDC equipment utilized by the Sheriff's Department's Communications and Fleet Management Bureau.

## CONTRACTING PROCESS

The acquisition of MDC's falls under the statutory authority of the County Purchasing Agent and will be accomplished in accordance with the County's purchasing policies and procedures.

## CONCLUSION

Upon approval by the Board and the Executive Office, the Board of Supervisors is requested to return one adopted stamped Board letter to the Sheriff.

Sincerely,

Reviewed by:

ALEX VILLANUEVA Sheriff WILLIAM S. KEHOE Chief Information Officer

TIMOTHY K. MURAKAMI UNDERSHERIFF

AV:MG:JA:ts Attachments

c: Board of Supervisors, Justice Deputies

Celia Zavala, Executive Officer, Board of Supervisors

Sachi A. Hamai, Chief Executive Officer

Sheila Williams, Senior Manager, Chief Executive Office (CEO)

Rene Phillips, Manager, CEO

Jocelyn Ventilacion, Principal Analyst, CEO

Anna Petrosyan, Analyst, CEO

Mary C. Wickham, County Counsel

Michele Jackson, Principal Deputy County Counsel

Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit

Timothy K. Murakami, Undersheriff

John P. Burcher, A/Chief of Staff

Conrad Meredith, Division Director, Administrative Services Division (ASD)

Glen Joe, Assistant Division Director, ASD

Mark Glatt, Chief, Technology and Support Division (TSD)

Bill Song, Commander, (TSD)

Judy Anderson, Captain, Communications and Fleet Management Bureau (CFMB)

Rick M. Cavataio, Director, Fiscal Administration Bureau (FAB)

Vanessa C. Chow, Sergeant, ASD

Adam R. Wright, Deputy, ASD

(for BOS Team only - type in file path where letter can be found in the shared files, title and date of the letter)

### Instructions

Note:

- 1. All data entry must be input in the "INPUT" tab.
- 2. You may change the file name of this workbook to a more descriptive name, but **do not** convert from it's current file format of .xlsm.
- 3. Macros must be enabled in order to make any of the changes indicated in the **Useful Tips** section below.

Sources/Uses:

Enter the Financing Source information as it would appear on a Budget Adjustment (i.e. Fund, Level 1 Org, Level 2 Org (if applicable), Account, and Amount). Department Code, Budget Unit Description, and Object Category fields will automatically prepoulate. Transfers In (e.g. 9911) entries should have corresponding Other Financing Uses (6100) entries or vice versa.

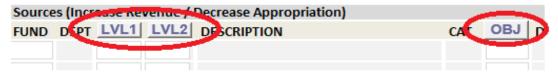
**Useful Tips:** 

Double click on the \_\_\_\_\_\_ putton to insert new rows below the active row.

Double click on the x button to delete the active row.

Left click on the LVL1 or LVL2 buttons to add new level 1 or level 2 budget units.

Left click on the OBJ button to add new revenue source or balance sheet accounts.



If you have questions regarding the use of this Excel-based budget adjustment form, please contact Tope Okusanya at (213) 974-1325 or tokusanya@ceo.lacounty.gov. All other questions should be directed to your CEO Budget Analyst.

### FY 2019-20

#### 2/27/2020 Cluster **PUBLIC SAFETY** Type of Change **BUDGET ADJUSTMENT Department Impacted** SHERIFF **Program Impacted** MDC PROJECT **Funding Type** ONE-TIME REVENUE OFFSET FUNDING Type of Adjustment Change in Budgeted Positions Votes 4

### Justification

Reflects an appropriation adjustment in the Information Technology Infrastructure Fund (ITF) and Sheriff's Department's budget to purchase Mobile Digital Computers (MDCs).

Sources (Increase Revenue / Decrease Appropriation)								
FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
B16	AO	40033		INFORMATION TECHNOLOGY INFRASTRUC		2000	SERVICES & SUPPLIES	1,970,000
A01	SH	15681	15687	SHERIFF - GENERAL SUPPORT SERVICES	96	9911	OPERATING TRANSFERS IN	1,970,000

3,940,000

Uses (Increase Appropriation / Decrease Revenue)								
FUND	DEPT	LVL1	LVL2	DESCRIPTION	CAT	OBJ	DESCRIPTION	AMOUNT
B16	AO	40033		INFORMATION TECHNOLOGY INFRASTRUC		6100	OTHER FINANCING USES	1,970,000
A01	SH	15681	15687	SHERIFF - GENERAL SUPPORT SERVICES		2000	SERVICES & SUPPLIES	1,970,000

3,940,000

Appropriation 1,970,000
Intrafund Transfers Revenue 1,970,000
Net County Cost -

### **Explanation of change**

Appropriation adjustment needed to reallocate \$1,970,000 in the ITF and Sheriff's Department's budget to purchase MDCs.

The MDCs allow deputies in the field better access to the Sheriff's Department Computer-Aided Dispatch (CAD) system to receive/answer calls for service as well as providing them more access to numerous other law enforcement applications. To date, the total number of MDCs deployed has grown to 3,200 with approximately 500+ in disrepair due to hardware failure. If replacement MDCs are not purchased, Deputy Sheriff's will be unable to receive calls for service via Sheriff's Department's CAD System and calls for service will need to be voiced over the already overburdened radio system, effecting the efficiency of the operation. This adjustment will increase the Department's S&S appropriation offset by Operating Transfers In from the Information Technology Infrastructure Fund (ITF).

Manager, CEO Approval

BA FORM 05142019

February 27, 2020

### **COUNTY OF LOS ANGELES**

## REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

### **AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

## ADJUSTMENT REQUESTED AND REASONS THEREFORE FY 2019-20 4 - VOTES

SOUF	RCES	Į.	USES
INFORMATION TECHNOLOGY INFRASTR B16-AO-2000-40033 SERVICES & SUPPLIES DECREASE APPROPRIATION	UCTURE FUND 1,970,000	INFORMATION TECHNOLOGY INFRASTI B16-AO-6100-40033 OTHER FINANCING USES INCREASE APPROPRIATION	RUCTURE FUND 1,970,000
SHERIFF - GENERAL SUPPORT SERVICES A01-SH-96-9911-15681-15687 OPERATING TRANSFERS IN INCREASE REVENUE	1,970,000	SHERIFF - GENERAL SUPPORT SERVICES A01-SH-2000-15681-15687 SERVICES & SUPPLIES INCREASE APPROPRIATION	1,970,000
SOURCES TOTAL	\$ 3,940,000	USES TOTAL	\$ 3,940,000
JUSTIFICATION		- 1()	
Digital Computers (MDCs).	. In the information Technology Infra	structure Fund (ITF) and Sheriff's Dep	artment's budget to purchase Mobile
		AUTHORIZED SIGNATURE R	RENE PHILLIPS, MANAGER, CEO
BOARD OF SUPERVISOR'S APPROVAL (AS	REQUESTED/REVISED)		
REFERRED TO THE CHIEF	ACTION	APPROVED AS REQUESTED	
EXECUTIVE OFFICER FOR	RECOMMENDATION	APPROVED AS REVISED	
AUDITOR-CONTROLLER	ВУ	CHIEF EXECUTIVE OFFICER	ВУ
B.A. NO.	DATE		DATE

## BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

OPS CLUSTER AGENDA REVIEW DATE	4/15/2020	
BOARD MEETING	5/5/2020	
SUPERVISORIAL DISTRICT AFFECTED	All	
DEPARTMENT	Public Works	
SUBJECT	Community Workforce Agreement Implementation Amend Consultant Services Agreement	
PROGRAM		
SOLE SOURCE CONTRACT	☐ Yes ☐ No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None.	
COST & FUNDING	Total cost: \$797,900	Funding source: Will vary by capital project.
	TERMS (if applicable):	
	Explanation: Of the \$797,900 not-to-exceed amount, \$170,000 will be funded by the Martin Luther King, Jr. (MLK) Behavioral Health Center (BHC) Renovation project, \$382,755 will be funded by upcoming Board-approved covered CWA projects, and \$245,145 for program level support and staff training will be funded by the Project and Facility Development Fund.	
PURPOSE OF REQUEST	Public Works is seeking Board approval to amend a consultant services agreement with Parsons Constructors, Inc., to provide services for program level implementation, administration, and management of the recently approved Community Workforce Agreement (CWA), and for its implementation on the MLK BHC Renovation project and upcoming covered projects.	
BACKGROUND (include internal/external issues that may exist)	On March 21, 2017, and July 10, 2018, the Board authorized the Chief Executive Officer (CEO), in consultation with County Counsel; Public Works; Workforce Development, Aging and Community Services; and Consumer and Business Affairs to negotiate with the Los Angeles/Orange Counties Building and Construction Trades Council (LA/OC BCTC) for a CWA to be applied to a number of specifically identified major capital projects.	
	On September 26, 2017, the Board authorized execution of a consultant services agreement with Parsons to assist the County in outreach and negotiation services for development of a CWA for those covered capital projects. The County team, with the assistance of Parsons, completed the negotiations with the LA/OC BCTC and on November 12, 2019, the Board authorized its execution.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email:  • Esther Diaz, PW, Principal Engineer, 626-300-2333, <a href="mailto:esther-biaz">esther Diaz</a> , PW, PW, PW, PW, PW, PW, PW, PW, PW, PW	

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:

CONSTRUCTION-RELATED CONTRACT
PUBLIC BUILDINGS CORE SERVICE AREA
AMEND CONSULTANT SERVICES AGREEMENT
COMMUNITY WORKFORCE AGREEMENT IMPLEMENTATION
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

#### **SUBJECT**

Public Works is seeking Board approval to amend a consultant services agreement with Parsons Constructors, Inc., to provide services necessary for program level implementation, administration, and management of the recently approved Community Workforce Agreement and for its implementation on the Martin Luther King, Jr. Medical Campus Behavioral Health Center Renovation project and upcoming covered projects.

#### IT IS RECOMMENDED THAT THE BOARD:

- 1. Find that the proposed amendment to the consultant services agreement is not a project pursuant to the California Environmental Quality Act.
- 2. Approve and delegate authority to the Director of Public Works or his designee to execute Amendment 1 to Agreement PW15127 with Parsons Constructors, Inc., to provide the services necessary for program level implementation, administration, and management of the Community Workforce Agreement and for its implementation on the Martin Luther King, Jr. Medical Campus Behavioral Health Center Renovation project and upcoming covered projects for \$797,900 by increasing the original contract amount of \$120,000 to a not-to-exceed amount of \$917,900.
- 3. Delegate authority to Director of Public Works or his designee to supplement the amended contract amount of \$917,900 by up to 25 percent based on workload requirements.

- 4. Delegate authority to the Director of Public Works or his designee to extend the contract, which currently expires on September 26, 2020, for up to two 1-year extension options based upon project demands and level of satisfaction with services provided. The expiration of the agreement shall also be subject to the following condition: where services for a given project have been authorized in writing by the County but are not completed by the consultant prior to the stated expiration date, the expiration date will be automatically extended solely to allow for the completion of such services.
- 5. Delegate authority to the Director of Public Works or his designee to authorize additional services and extend the contract expiration date as necessary to complete those additional services when those additional services are previously unforeseen, related to a previously assigned scope of work, and are necessary for the completion of the project.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will determine that the activity is not a project under the California Environmental Quality Act (CEQA) and authorize Public Works to execute an amendment to Parsons Constructors, Inc., Consultant Services Agreement PW15127 to provide program level administration and management services for the implementation of the terms and conditions of the executed Community Workforce Agreement (CWA) and its implementation for the Martin Luther King, Jr. Medical Campus (MLK) Behavioral Health Center (BHC) Renovation project (formerly named King-Drew Reuse project) and upcoming Board-approved covered CWA projects.

#### Background

On March 21, 2017, and July 10, 2018, the Board authorized the Chief Executive Officer (CEO), in consultation with County Counsel; Public Works; Workforce Development, Aging and Community Services; and Consumer and Business Affairs to negotiate with the Los Angeles/Orange Counties Building and Construction Trades Council for a CWA to be applied to a number of specifically identified major capital projects including the BHC project.

On September 26, 2017, the Board authorized execution of a consultant services agreement with Parsons to assist the County in outreach and negotiation services for development of a CWA for those major capital projects. The County team, with the assistance of Parsons, completed the negotiations with the Los Angeles/Orange Counties Building and Construction Trades Council and on November 12, 2019, the Board authorized its execution.

The Honorable Board of Supervisors May 5, 2020 Page 3

Parsons will provide support by implementing the CWA at a programmatic and project level. For the programmatic level, Parsons is to assist in establishing and administering the policy and procedures required under the CWA. For the project level, Parsons is to assist Public Works by providing administration and management services for the MLK BHC Renovation project and upcoming Board-approved covered CWA projects. These programmatic and project level services will include, but are not limited to, providing labor and contractor relations, training and education, compliance, reporting, labor dispute resolution, and implementing work and economic opportunities to maximize career opportunities for local residents and targeted workers. Public Works recommends that the Board authorize amending Parsons' agreement to increase the contract by a not-to-exceed amount of \$797,900.

Approval of the recommendation to supplement the amended amount of \$797,900 by up to 25 percent will allow Public Works to rapidly utilize the programmatic and/or project level services to support the implementation of the CWA.

#### Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: Strategy II.1, Drive Economic and Workforce Development in the County, and Objective II.1.2, Support Small Businesses and Social Enterprises, and Objective II.1.3, Coordinate Workforce Development, by supporting the wellness of our communities and by increasing job opportunities for high risk youth, adults, and low to moderate income residents.

#### FISCAL IMPACT/FINANCING

The recommended amendment to Parsons' Consultant Services Agreement PW15127 is for \$797,900, which brings the not-to-exceed amount to a total of \$917,900 for the contracted services to be provided. Of the \$797,900 not-to-exceed amount, \$170,000 will be funded by the MLK BHC Renovation project, \$382,755 will be funded by upcoming Board-approved covered CWA projects, and \$245,145 for program level support and staff training will be funded by the Project and Facility Development Fund. Sufficient funds are available within the previously Board-approved project budget for the MLK BHC Renovation project, and upcoming covered projects to fund the service requested.

The Honorable Board of Supervisors May 5, 2020 Page 4

### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A standard amendment to the consultant services amendment in the form previously approved by County Counsel will be used.

#### **ENVIRONMENTAL DOCUMENTATION**

Execution of the CWA was previously determined by the Board as not constituting a project under CEQA. The recommended actions are not a project pursuant to CEQA because they are activities that are excluded from the definition of a project by Public Resources Code Section 21065 and Section 15378(b)(5) of the State CEQA Guidelines. The proposed action is an administrative activity of government that will not result in direct or indirect physical changes in the environment.

Upon the Board's approval of the recommended actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the State CEQA Guidelines.

### **CONTRACTING PROCESS**

On March 22, 2017, Public Works issued a Request for Proposals for labor relations services to both negotiate a CWA and for subsequent implementation, administration, and management services should a CWA be executed. The contract opportunity was listed on the County's "Doing Business With Us" and "Do Business with Public Works" websites. Public Works also informed the local small business enterprises about this business opportunity for those certified by the Department of Consumer and Business Affairs.

Participation by Community Business Enterprises (CBE) in the project is encouraged through Public Works' CBE Outreach Program and by monitoring the good faith efforts of contractors to utilize CBE.

On September 26, 2017, the Board authorized Public Works to enter into a consultant services agreement with Parsons to provide the initial labor relations services to assist in the negotiation of the CWA for the specified major capital projects in the amount of \$120,000. Public Works is recommending approval of an amendment with Parsons for \$797,900 not-to-exceed amount to provide programmatic and project levels implementation, administration, and management services for the executed CWA. Such services were included in the scope of work of the Request for Proposals. Public Works has reviewed Parson's proposal for these services, and it is considered reasonable for the scope of work.

The Honorable Board of Supervisors May 5, 2020 Page 5

Public Works has evaluated and determined that Los Angeles County Code Chapter 2.201 (Living Wage Program) does not apply to this agreement. This consultant services agreement is exempt from the requirements of Proposition A because the services are required on a part-time and intermittent basis. Public Works notified the Union on this solicitation.

The consultant services agreement includes a Cost-of-Living Adjustment provision in accordance with Board Policy No. 5.070.

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

Approval of the recommended actions will have no negative impact on current County services or projects during the performance of the recommended consultant services agreement.

#### CONCLUSION

Please return one adopted copy of this Board letter to Public Works, Project Management Division I.

Respectfully submitted,

MARK PESTRELLA
Director of Public Works

MP:AKM:jc

c: Chief Executive Office (Capital Programs Division)

Department of Consumer and Business Affairs

County Counsel

**Executive Office** 

Department of Health Services (Capital Projects Division)

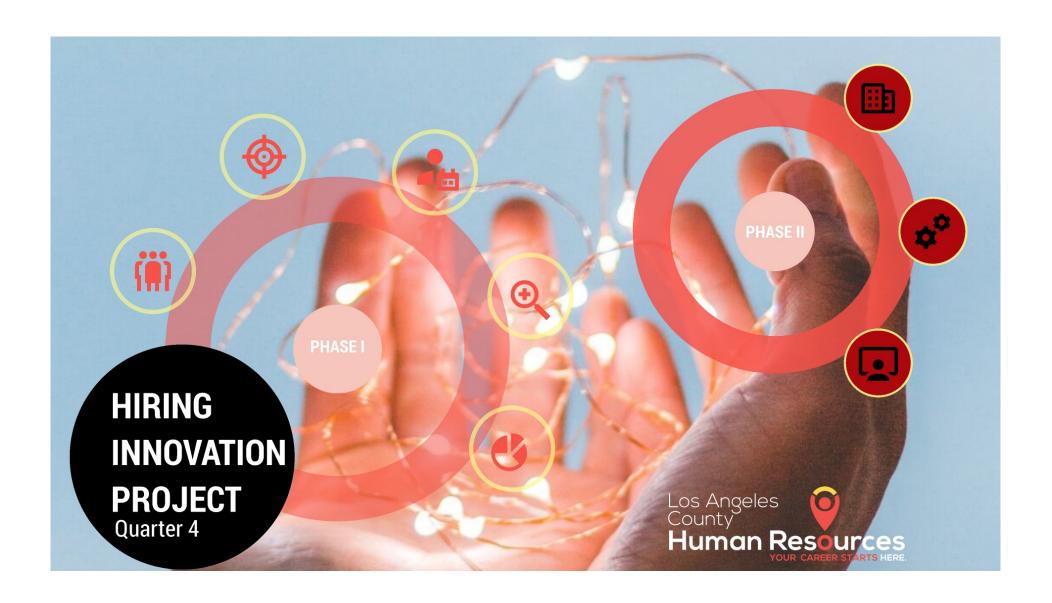
Department of Mental Health

Department of Public Health

**Probation Department** 

Workforce Development, Aging and Community Services

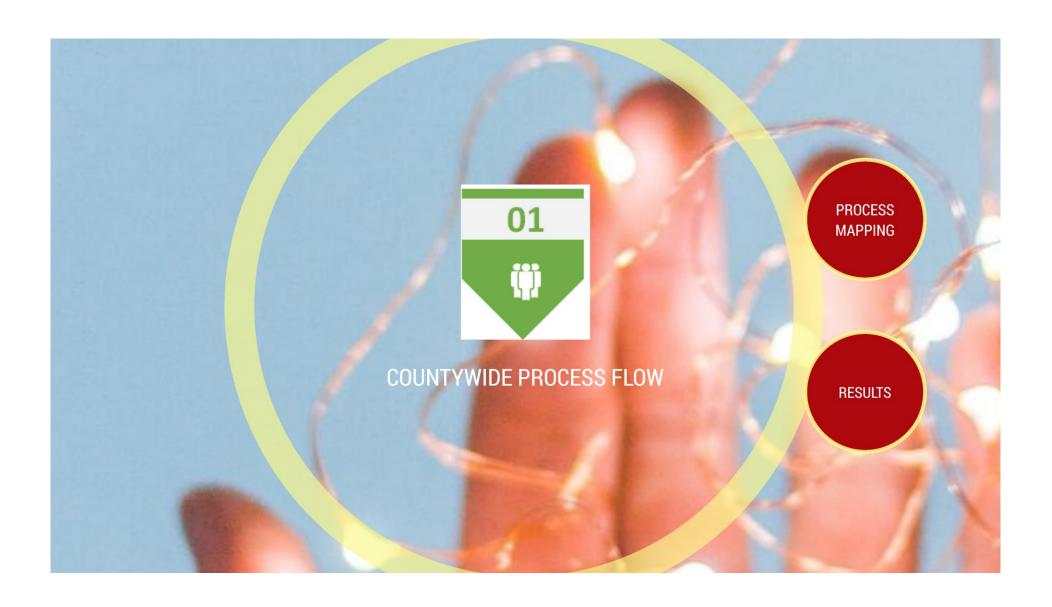
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## Hiring Innovation Project Structure

Five Unique Sub-Projects Running Concurrently







### **DELOITTE COUNTYWIDE REVIEW**

- 30 Departments
- Innovation Labs
- Feedback over 1,000 stakeholders

### **DELOITTE'S RECOMMENDATIONS**

### Organizational Capability

- Workforce Planning
- Recruitment & Hiring

### **Process**

• Civil Service Rule Reform

### Technology

- Artificial Intelligence
- Enhance Communication
- · Consistent Use of Technology



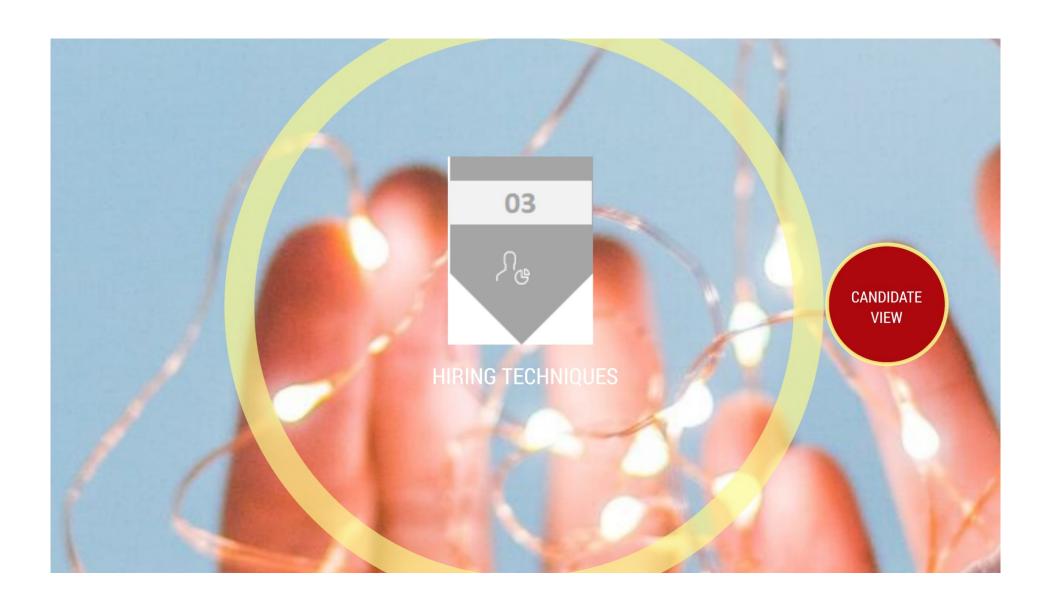
Increase in gender neutral language 19% to 66% An increase in quality scores 5 to 85 (scale from 1-100)

Decrease in long, complicated postings 1,557 words to 600 words Enhanced knowledge of HR professionals

Increase in inclusive & candidate friendly language
Passionate about - 11% of job posts
Initiative – used 1.5 times more frequently
Inclusion and Integrity – 5% and 10% increase

## **Augmented Writing Software**

**Review from 2015 to 2019** 



### CANDIDATE PERSPECTIVE ANALYSES

### Phase I Research: Focus on Exam Time

- Interviews & Appraisals of Promotability (APs) found to significantly increase exam time
- DHR implementation of video interviews
- DHR encouragement of AP alternatives
- Decrease in exam time by 7 days

### **List Time & Onboarding Time**

- · Increases observed in list time and onboarding time
- Occupation specific
- To be investigated in Phase II



### **COLLEGE GRADS**

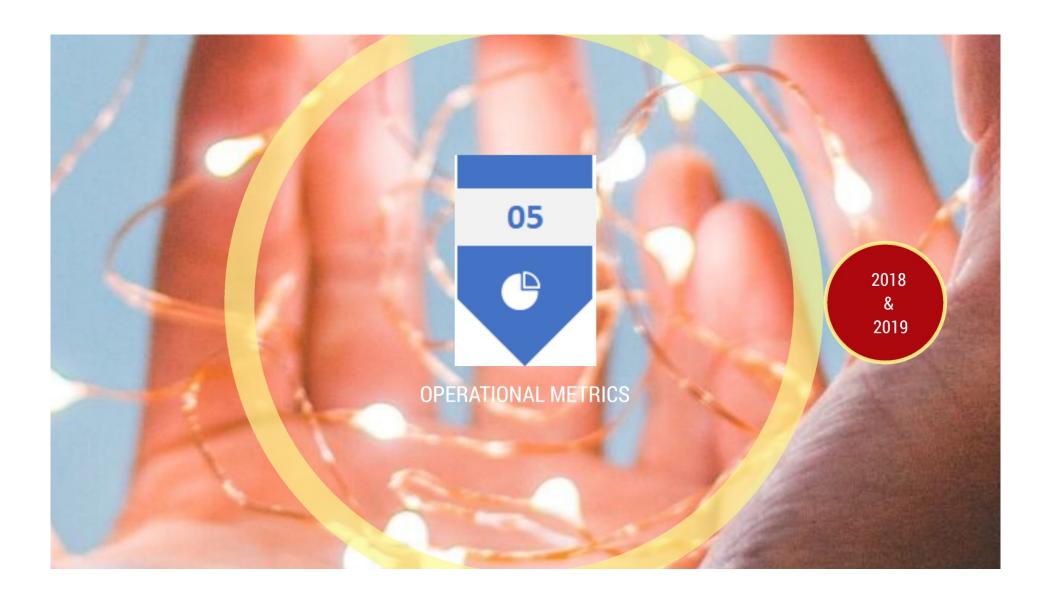
Overall time-to-hire decreased for 2 case studies:

Admin Intern Program

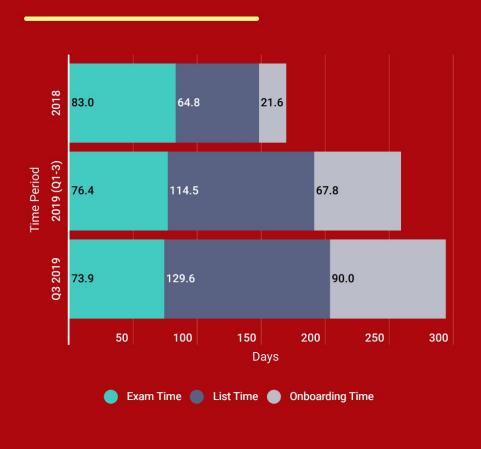
• Exam decrease 60 days to 5 days

**Auditor-Controller** 

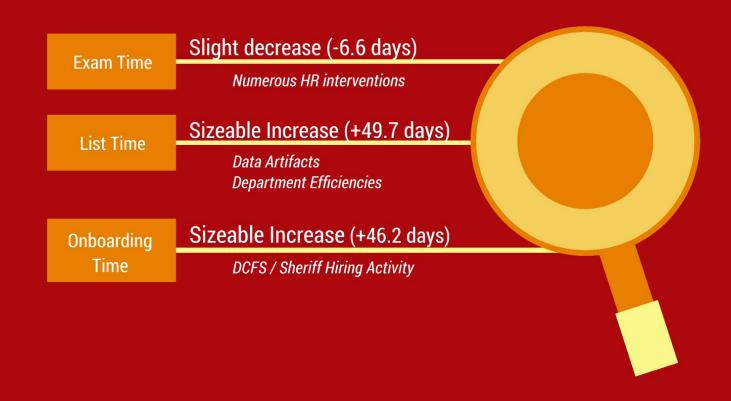
• 1,907 hours of A-C staff time saved







## Observations & Analysis (2018 vs Q1-3 2019)









## **HR Architecture**

Delegated Authority
Consistency of processes

# **Use of Existing Tools**

Video interviews; NeoGov; Textio; LinkedIn

# HR Academy

**DHRMs** and others

### **PROCESS CHANGES**

Civil Service Rule Revisions

Changes to Rules Governing Hiring

Significant simplification & streamlining

Countywide Collaboration: DHR + CEO + County Counsel + Unions

Accompanied by "Plain Language" version

