



FESIA A. DAVENPORT  
Chief Executive Officer

County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

**DATE:** Wednesday, June 30, 2021  
**TIME:** 10:00 a.m.

**DUE TO CLOSURE OF ALL COUNTY BUILDING, TO PARTICIPATE IN THE MEETING CALL  
TELECONFERENCE NUMBER: (323) 776-6996 ID: 169948309#**

[Click here to join the meeting](#)

### **AGENDA**

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed per person in total for each item.

- 1. CALL TO ORDER**
- 2. GENERAL PUBLIC COMMENT (15 Minutes)**
- 3. INFORMATIONAL ITEM(S):** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. Board Letter:**  
APPROVE A MODEL MASTER AGREEMENT FOR PSYCHOLOGICAL SERVICES  
Speaker(s): Yvonne O'Brien and Irma Santana (Sheriff's)
  - B. Board Letter:**  
ACCEPT 2020 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS  
Speaker(s): Craig Hirakawa (CEO)
  - C. Board Letter:**  
CONSTRUCTION CONTRACT – CONSTRUCTION MANAGEMENT CORE SERVICE AREA PUBLIC DEFENDER CLARA SHORTRIDGE FOLTZ 19<sup>TH</sup> FLOOR REFURBISHMENT SPECS. 7357; CAPITAL PROJECT NO. 87326 ESTABLISH CAPITAL PROJECT HALL OF RECORDS 6<sup>TH</sup> FLOOR REFURBISHMENT SPECS. 7776; CAPITAL PROJECT NO. 87734 APPROVE CAPITAL PROJECT AND BUDGET; APPROVE APPROPRIATION ADJUSTMENT; APPROVE USE OF JOB ORDER CONTRACT  
Speaker(s): Gil Garcia (Public Works)
  - D. Board Letter:**  
CONSTRUCTION CONTRACT CONSTRUCTION MANAGEMENT CORE SERVICE AREA CAMP SCOTT LIGHT STANDARDS AND GUARDRAILS PROJECT APPROVE CAPITAL PROJECT AND PROJECT BUDGET APPROVE APPROPRIATION ADJUSTMENT ADOPT, ADVERTISE, AND AWARD SPECS. 7727; CAPITAL PROJECT NO. 87579  
Speaker(s): Tom Afschar (Public Works) and Matt Diaz (CEO)

Wednesday, June 30, 2021

**4. PRESENTATION/DISCUSSION ITEM(S):**

- A.** Board Letter:  
ACCEPT A GRANT AWARD FROM THE JOHN D. AND CATHERINE T. MACARTHUR FOUNDATION FOR PHASE V OF THE SAFETY AND JUSTICE CHALLENGE GRANT PROGRAM AND APPROVE AN APPROPRIATION ADJUSTMENT  
Speaker(s): Ramon Quintana (Public Defender)

**5. PUBLIC COMMENTS**

**CLOSED SESSION:**

**CS-1 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION**  
(Subdivision (a) of Government Code Section 54956.9)

**Thomas Krag v. County of Los Angeles, et al.**  
Los Angeles Superior Court Case No. 19STCV32229

Department: District Attorney

**6. ADJOURNMENT**

**7. UPCOMING ITEMS:**

- A.** Board Letter:  
ACCEPT AWARD OF TWO DOOR POP AND HEAT ALARM SYSTEMS FROM HERO K9 FOUNDATION  
Speaker(s): Keith Suarez and Colleen Murphy (Sheriff)
- B.** Board Letter:  
REQUEST APPROVAL OF INCIDENTAL EXPENSES FOR FISCAL YEARS 2021-22 AND 2022-23  
Speaker(s): Robert Smythe (Probation)
- C.** Board Briefing:  
PROBATION OVERSIGHT COMMISSION (POC) MONTHLY BRIEFING  
Speaker(s): Wendelyn Julien (POC)

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE PUBLIC SAFETY CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

**PUBLIC\_SAFETY\_COMMENTS@CEO.LACOUNTY.GOV**

July 13, 2021

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:

**APPROVE A MODEL MASTER AGREEMENT FOR PSYCHOLOGICAL SERVICES  
(ALL DISTRICTS) (3 VOTES)**

**SUBJECT**

The Los Angeles County (County) Sheriff's Department (Department) is seeking Board approval of a Model Master Agreement (Model Agreement) for qualified contractors to provide as-needed Psychological Services (Services) to the Department's Personnel Administration, Pre-Employment Unit.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve the attached Model Agreement for the term of August 6, 2021, through August 5, 2024, with an option to extend for four additional one-year periods, for a total term not to exceed seven years.
2. Delegate authority to the Sheriff, or his designee, to execute Master Agreements (Agreements) substantially similar to the attached Model Agreement with qualified contractors, commencing August 6, 2021, or upon execution by the Sheriff, whichever is later, to meet the needs of the Department.
3. Delegate authority to the Sheriff, or his designee, to execute Amendments and Change Orders to the Agreements as set forth throughout the Model Agreement, including Amendments and Change Orders to: (1) effectuate modifications that do not materially affect any term of the Agreements; (2) add new or revised standard

County contract provisions adopted by the Board as required periodically; (3) exercise option terms of the Agreements; (4) effectuate the assignment and delegation/mergers or acquisitions provision; and (5) increase the rates for administering and scoring the Evaluation Tests as approved by County.

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

Approval of the recommended actions will allow the Department to establish Master Agreements with contractors qualified to perform pre-employment psychological evaluations and clinical interviews of applicants for law enforcement positions. The contractors will provide as-needed Services to assist the Department's Personnel Administration Bureau – Pre-Employment Unit with the process for hiring the positions of deputy sheriff trainee, reserve deputy sheriff, custody assistant, and security officer.

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

The recommended Services support the County's Strategic Plan, Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability. Specifically, by ensuring that the Department obtains candidates who best meet integrity standards, and who are best qualified to continue the Department's tradition of public service.

### **FISCAL IMPACT/FINANCING**

The estimated annual cost for these Services is \$700,000. Over the term of the Agreements, sufficient allocations will be established in the Department's annual budget to meet the anticipated need each fiscal year.

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

The current Model Master Agreement for Services was approved by the Board on July 15, 2014, and will expire on August 5, 2021. The Department currently utilizes three Contractors for the clinical interview portion of the psychological evaluations.

The rates of compensation for contractors will be \$400 per applicant for psychological evaluation, clinical interview, and reporting; \$350 per hour for legal testimony (maximum four hours of preparation time; additional time must be pre-approved by County Project Manager); \$200 per applicant for non-appearance of applicant at the clinical interview; and \$35 per applicant for administering and scoring the evaluation tests.

The Model Agreement was determined to be a Non-Proposition A agreement due to Services being highly specialized in nature and Services being used intermittently on an as-needed basis.

The Honorable Board of Supervisors  
July 13, 2021  
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The Living Wage Program (Los Angeles County Code Chapter 2.2001) does not apply to the recommended Model Agreement.

The Model Agreement contains all County required provisions and requirements, including Jury Service, Safely Surrendered Baby Law, Defaulted Property Tax Reduction Program, Zero Tolerance for Human Trafficking Policy, and Fair Chance Employment Hiring Practices.

The Model Agreement has been approved as to form by County Counsel.

### **CONTRACTING PROCESS**

On May 5, 2021, the Department issued a Request for Statement of Qualifications (RFSQ) for the Services. The RFSQ solicitation was posted on the County's and Department's websites with an initial closing date of May 27, 2021.

The RFSQ will remain open until the needs of the Department are met.

To date, the Department has received three Statement of Qualifications (SOQ). Upon the Board's approval of this action, the Sheriff will execute Agreements with the qualified contractors.

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

Approval of the Model Master Agreement will prevent any disruption of Services.

### **CONCLUSION**

Upon Board approval, please return a copy of the adopted Board letter to the Department's Contracts Unit.

Sincerely,

ALEX VILLANUEVA, SHERIFF

TIMOTHY K. MURAKAMI  
UNDERSHERIFF

**MODEL MASTER AGREEMENT**



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**( )**

**FOR**

**PSYCHOLOGICAL SERVICES**

**MASTER AGREEMENT  
FOR  
PSYCHOLOGICAL SERVICES  
  
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FOR  
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**EXHIBITS**

- A County's Administration
- B Contractor's Administration
- C Contractor's EEO Certification
- D Jury Service Ordinance
- E Safely Surrendered Baby Law
- F Rate of Compensation
- G Confidentiality Forms
  - G1 Contractor Acknowledgement and Confidentiality Agreement
  - G2 Contractor Employee Acknowledgement and Confidentiality Agreement
  - G3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- H Contract Discrepancy Report
- I Invoice Discrepancy Report

**UNIQUE EXHIBITS**

- J Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
- K Psychological Suitability Declaration
- L Psychological Suitability Declaration Justification

**MASTER AGREEMENT  
FOR  
PSYCHOLOGICAL SERVICES**

This Master Agreement entered into this [ ] day of [ ], 202\_ by and between the County of Los Angeles (County) and [ ] (Contractor), to provide as-needed Psychological Services for the Los Angeles County Sheriff's Department (Department).

**RECITALS**

WHEREAS, the County may contract with private businesses for as-needed Psychological Services when certain requirements are met; and

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

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

WHEREAS, the Board of Supervisors has authorized the Sheriff or designee to execute and administer this Master Agreement.

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**

Attachment 1 and Exhibits A, B, C, D, E, F, G, H, I, J, K and L which are attached hereto, and form a part of this Master Agreement. 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 Master Agreement and the Attachments/Exhibits, or between Attachments/Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Attachments/Exhibits according to the following priority:

**Exhibits:**

- 1.1 Attachment 1 Statement of Work
- 1.2 Exhibit F Rate of Compensation
- 1.3 Exhibit A County's Administration
- 1.4 Exhibit B Contractor's Administration

- 1.5 Exhibit C Contractor's EEO Certification
- 1.6 Exhibit D Jury Service Ordinance
- 1.7 Exhibit E Safely Surrendered Baby Law
- 1.8 Exhibit G Confidentiality Forms
  - 1.8.1 Exhibit G1 Contractor Acknowledgement and Confidentiality Agreement
  - 1.8.2 Exhibit G2 Contractor Employee Acknowledgement and Confidentiality Agreement
  - 1.8.3 Exhibit G3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- 1.9 Exhibit H Contractor Discrepancy Reports
- 1.10 Exhibit I Invoice Discrepancy Report
- Unique Exhibits:**
  - 1.11 Exhibit J Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA")
  - 1.12 Exhibit K Psychological Suitability Declaration
  - 1.13 Exhibit L Psychological Suitability Declaration Justification

This Master Agreement and the Attachment/Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to subparagraph 8.1 (Amendments and Change Orders) 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 Active Contractor:** means a Qualified Contractor who is in compliance with the terms and conditions of this Master Agreement and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time given Work. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Amendment:** has the meaning set forth in subparagraph 8.1 (Amendments and Change Orders) of this Master Agreement.
- 2.3 Applicant:** means individuals who apply for the Department's law enforcement positions of Deputy Sheriff Trainee, Reserve Deputy Sheriff,

Custody Assistant, or Security Officers; additional positions may be added during the term of this Master Agreement.

- 2.4 **Board:** means The Los Angeles County Board of Supervisors.
- 2.5 **Business Day:** means Monday through Friday, excluding designated County-recognized holidays.
- 2.6 **Change Order:** has the meaning set forth in subparagraph 8.1 (Amendments and Change Orders) of this Master Agreement.
- 2.7 **Contractor:** means the sole proprietor, partnership, corporation or other person or entity that has entered into this Master Agreement with County as identified in the preamble, and as an Active Contractor
- 2.8 **Contractor Project Manager:** means the individual designated by Contractor to administer the Master Agreement operations after the Master Agreement award, as further described in subparagraph 7.1 (Contractor Project Manager) of this Master Agreement.
- 2.9 **County:** means the County of Los Angeles.
- 2.10 **County Project Director:** means the individual designated by County with authority to approve all Work and executions and as further described in subparagraph 6.1 (County Project Director) of this Master Agreement.
- 2.11 **County Project Manager:** means the individual designated by County Project Director to manage the operations under this Master Agreement, as further described in subparagraph 6.2 (County Project Manager) of this Master Agreement.
- 2.12 **Day(s):** means calendar day(s) unless otherwise specified.
- 2.13 **Department:** means Los Angeles County Sheriff's Department.
- 2.14 **Fiscal Year:** means the twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.15 **Master Agreement:** means County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work.
- 2.16 **Qualified Contractor:** means a Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in subparagraph 1.4 (Vendor's Minimum Mandatory Qualifications) of the RFSQ, and has an executed Master Agreement with County.
- 2.17 **Request For Statement of Qualifications (RFSQ):** means a solicitation based on establishing a pool of Qualified Contractors to provide services through Master Agreements.
- 2.18 **Sheriff:** means the Sheriff of Los Angeles County.

- 2.19 Statement of Qualifications (SOQ):** means a Contractor's response to an RFSQ.
- 2.20 Statement of Work (SOW):** means a written description of tasks and/or deliverables required by County, as set forth in Attachment 1 (Statement of Work) to this Master Agreement.
- 2.21 Vendor:** means a corporate or other entity whose principal owner is a licensed psychologist that provides the services required under the RFSQ.
- 2.22 Work:** means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor pursuant to this Master Agreement, including all the Attachments, Exhibits and fully executed Amendments, and Change Orders.

### **3.0 WORK**

- 3.1** Pursuant to the provisions of this Master Agreement, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other Work as set forth in this Master Agreement, including Attachment 1 (Statement of Work).
- 3.2** It is the intent of the Department to issue Work to Active Contractors on a rotational basis by geographical area as-needed. However, County Project Director or County Project Manager has the sole discretion to issue Work to any of the Qualified Contractors.
- 3.3** County will refer Applicants to Contractor for services as set forth in Attachment 1 (Statement of Work) of this Master Agreement.
- 3.4** If Contractor provides any tasks, deliverables, goods, services, or Work, other than as specified in this Master Agreement, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against County.
- 3.5** All such Work must be provided solely as specified under this Master Agreement and must receive the written approval of County Project Director and/or County Project Manager in order to qualify for payment. In no event shall County be liable or responsible for payment for any Work prior to approval from County Project Director or his/her designee of such Work.
- 3.6** During the term of this Master Agreement, Contractor shall at all times possess and maintain all licenses and certifications required to perform Contractor's services under this Master Agreement. In the event of suspension or revocation of such licenses and/or certifications, Contractor shall immediately notify the County Project Director and cease all services provided under this Master Agreement.
- 3.7** The execution of this Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular level of Contractor's service, or any services at all, during the term of this Master Agreement.

- 3.8 Contractor shall establish and maintain sufficient accounting, internal control, financial reporting, and administrative capacity to effectively administer the services required by this Master Agreement.

#### **4.0 TERM OF MASTER AGREEMENT**

- 4.1 The term of this Master Agreement shall commence on August 6, 2021 or upon execution of the Sheriff or his designee as authorized by County Board of Supervisors (Board), whichever is later, and shall terminate on August 5, 2024, unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 County shall have the sole option to extend the Master Agreement term for up to four (4) additional one-year periods, for a maximum total Master Agreement term of seven (7) years. Each such option term extension shall be exercised at the sole discretion of the Sheriff or his designee as authorized by the Board and shall be in the form of a written Amendment in accordance with subparagraph 8.1 (Amendments and Change Orders) of this Master Agreement.
- 4.3 County maintains a database that tracks/monitors Contractor performance history. Information entered into such database may be used for a variety of purposes, including determining whether County will exercise a Master Agreement term extension option.
- 4.4 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Department at the address provided in Exhibit A (County's Administration) of this Master Agreement.

#### **5.0 CONTRACT SUM**

- 5.1 The prices and fees for this Master Agreement payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Master Agreement shall be as set forth on Exhibit F (Rate of Compensation) of this Master Agreement. Such prices and fees shall be firm and fixed for the term of this Master Agreement.
- 5.2 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 Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with County's express prior written approval.
- 5.3 In the event that County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions

with respect to County contracts, County reserves the right to reduce its payment obligation under this Master Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by Contractor under this Master Agreement shall also be reduced correspondingly. County's notice to 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, Contractor shall continue to provide all of the services set forth in this Master Agreement.

#### **5.4 No Payment for Services Provided Following Expiration/ Termination of Master Agreement**

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

#### **5.5 Invoices and Payments**

5.5.1 Contractor shall invoice County only for providing the tasks, deliverables, services, and other Work specified in Attachment 1 (Statement of Work) of this Master Agreement.

5.5.2 Payment for all Work shall be in accordance with Exhibit F (Rate of Compensation) of this Master Agreement.

5.5.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.5.4 All invoices submitted by Contractor for payment must have the written approval of County Project Director and/or County Project Manager or designee, as evidenced by County Project Director and/or County Project Manager or designee's signature on invoice, prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval.

##### **5.5.5 Invoice Content**

Each Invoice submitted by Contractor shall specify:

- Contractor name, address, and telephone number;
- Contractor's Master Agreement Number;
- Invoice date;



- Invoice number;
- Applicant(s) name;
- Psychologist(s) name;
- Services(s) provided;
- Charge for each service;
- Clinical interview date (Contractor shall indicate the date the Applicant showed, canceled, or was a “no-show”);
- Total amount due for the month; and
- Any additional supporting documentation and/or information reasonably requested by County.

#### **5.5.6 Monthly Reports**

Contractor shall submit a monthly report with the original invoice to the County Project Manager or designee with the following minimum information:

- Name of each Applicant for which psychological services were performed in the billing period;
- Name of psychologist who provided services for the Applicant;
- Date the service was performed during the billing period;
- Total number of clinical interviews;
- Total number of legal testimonies;
- Total number “no shows” or non-appearances of Applicants at clinical interviews; and
- Total number of evaluation instruments administered/scored.

#### **5.5.7 Submission of Invoices**

Invoices under this Master Agreement shall be submitted to the address(es) set forth in Exhibit A (County’s Administration) of this Master Agreement, within fifteen (15) calendar days following each month of service provided. Contractor shall submit an original and one (1) copy of each invoice.

The Department will not be responsible for invoices submitted more than sixty (60) calendar days after the date of service rendered. County shall be under no obligation to remit payment for late, lost or mishandled invoices. Contractor is responsible for the accuracy of invoices submitted to the Department.

#### **5.5.8 Invoice Discrepancy Report**

County Project Manager or designee shall review all invoices for any discrepancies and issue an Invoice Discrepancy Report (IDR),

attached hereto as Exhibit I (Invoice Discrepancy Report) of this Master Agreement, to Contractor within ten (10) Business Days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to County Project Manager or designee a written explanation detailing the basis for the charges within ten (10) Business Days of receipt of the IDR from County Project Manager. If County Project Manager or designee does not receive a written response from Contractor within (10) Business Days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. None of the foregoing shall preclude County from seeking remedy from Contractor for invoice discrepancies discovered at any time during the Term of the Master Agreement.

#### **5.5.9 Local Small Business Enterprises – Prompt Payment Program**

Certified Local Small Business Enterprises (LSBEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

### **5.6 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.6.1 County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under this Master Agreement with 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).
- 5.6.2 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.
- 5.6.3 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.
- 5.6.4 At any time during the duration of the Master Agreement, 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 Department, shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY**

A listing of all County Administration referenced in the following subparagraphs is designated in Exhibit A (County's Administration) of this Master Agreement. County shall notify Contractor in writing of any change in the names or addresses shown.

### **6.1 County Project Director**

The responsibilities of the Project Director may include:

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

### **6.2 County Project Manager**

The responsibilities of the County Project Manager or designee include:

- 6.2.1 meeting with the Contractor Project Manager on a regular basis; and
- 6.2.2 inspecting any and all tasks, deliverables, goods, services, or other Work provided by or on behalf of Contractor; and
- 6.2.3 issuing Contract Discrepancy Reports in accordance with subparagraph 8.2 (Contract Discrepancy Report) of Attachment 1 (Statement of Work) of this Master Agreement (a sample of the Contract Discrepancy Report is attached hereto as Exhibit H (Contract Discrepancy Report) of this Master Agreement); and
- 6.2.4 approving all invoices and forwarding approved invoices to Sheriff's Accounts Payable Unit, pursuant to subparagraph 5.5 (Invoices and Payments) of this Master Agreement.

County Project Manager or designee shall ensure that a copy of the monthly report is attached to the invoice prior to forwarding the invoice to Sheriff's Accounts Payable Unit. Invoices without an attached monthly report will not be processed for payment.

County Project Manager or designee is not authorized to make any changes in any of the terms and conditions of this Master Agreement nor obligate County in any respect whatsoever.

### **6.3 Consolidation of Duties**

County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in subparagraph 6.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in subparagraph 6.2 (County Project Manager), into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Master Agreement. County will notify Contractor no later than five (5) Business Days prior to exercising its rights pursuant to this subparagraph 6.3 (Consolidation of Duties).

## **7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR**

A listing of Contractor's Administration referenced in the following subparagraphs is designated in Exhibit B (Contractor's Administration) of this Master Agreement. Contractor shall notify County in writing of any change in the names or addresses shown.

### **7.1 Contractor's Project Manager**

The Contractor's Project Manager shall:

- 7.1.1 act as a liaison for Contractor in coordinating the performance of services under this Master Agreement; and
- 7.1.2 be able to speak, read, and write English; and
- 7.1.3 be available to meet and confer with County as necessary, in person or by phone, as requested by County; and
- 7.1.4 be available by telephone during normal business hours, 8:00 a.m. until 5:00 p.m. (Pacific Time), Monday through Friday excluding County holidays. Contractor shall appoint an alternate should Contractor's Project Manager be absent or otherwise unavailable.

### **7.2 Contractor's Authorized Official(s)**

- 7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration) of this Master Agreement. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).
- 7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

### **7.3 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of Contractor's staff performing Work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager, and Contractor's Psychologist(s). Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

### **7.4 Intentionally Omitted**

### **7.5 Background and Security Investigations**

- 7.5.1 At any time prior to or during the term of the Master Agreement, all Contractor staff, subcontractors, and agents of the Contractor (collectively herein "Contractor's staff") performing services under the Master Agreement shall be required to undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under the Master

Agreement. Such background investigation may include but shall not be limited to criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of Contractor, regardless if the member of the Contractor's staff passes or fails the background investigation.

- 7.5.2 If a member of the Contractor's staff does not pass the background investigation, County may request that the member of the Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to the Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 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.
- 7.5.4 Disqualification of any member of the Contractor's staff pursuant to subparagraph 7.5 (Background and Security Investigations) of this Master Agreement shall not relieve Contractor of its obligation to complete all Work in accordance with the terms and conditions of the Master Agreement.

## **7.6 Confidentiality**

- 7.6.1 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.
- 7.6.2 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 Contractor, its officers, employees, agents, or subcontractors, to comply with this subparagraph 7.6 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subparagraph 7.6 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full

and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. 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 County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its directors, officers, shareholders, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement) of this Master Agreement.
- 7.6.5 Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgement and Confidentiality Agreement) of this Master Agreement.
- 7.6.6 Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgement and Confidentiality Agreement) of this Master Agreement.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments and Change Orders**

No representative of either County or Contractor, including those named in this Master Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Master Agreement, except through the procedures set forth in this subparagraph 8.1 (Amendments and Change Orders). County reserves the right to change any portion of the Work required under this Master Agreement, or amend such other terms and conditions, as may become necessary. Any such changes shall be accomplished in the following manner:

- 8.1.1 For any change which does not materially affect the scope of work, term, rates, payments, or any other term or condition included under this Master Agreement, a Change Order to this Master Agreement shall be executed by Contractor and County Project Director.
- 8.1.2 For any change which materially affects the scope of work, term, rates, payments, or any other term or condition included under this Master Agreement, an Amendment to the Master Agreement shall be executed by Contractor and the Board of Supervisors.
- 8.1.3 The Board of Supervisors or the Chief Executive Officer or designee may require the addition and/or change of certain terms and

conditions in this Master Agreement during the term of this Master Agreement. County reserves the right to add and/or change such provisions as required by the Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to this Master Agreement shall be prepared and executed by Contractor and Sheriff or designee.

- 8.1.4 Notwithstanding subparagraphs 8.1.1, 8.1.2, and 8.1.3 above, for (1) any option term extension of this Master Agreement, (2) modifications pursuant to subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions) of this Master Agreement, or (3) any increase to the rates for administering or scoring the Evaluation Tests as approved by County, an Amendment to this Master Agreement shall be executed by Contractor and Sheriff or designee.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 Contractor shall notify County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying County of pending acquisitions/mergers, then it should notify County of the actual acquisitions/mergers as soon as the law allows and provide to County the legal framework that restricted it from notifying County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor shall not assign its rights or delegate its duties under the Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this subparagraph 8.2 (Assignment and Delegation/Mergers or Acquisitions), County consent shall require a written Amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.3 Shareholders, partners, members, or other equity holders of 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 Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of

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

### **8.3 Authorization Warranty**

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

### **8.4 Complaints**

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

- 8.4.1 Within ten (10) Business Days after the Master Agreement effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) Business Days for County approval.
- 8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 8.4.5 Contractor shall preliminarily investigate all complaints and notify County Project Manager or designee of the status of the investigation within five (5) Business Days of receiving the complaint.
- 8.4.6 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.
- 8.4.7 Copies of all written responses shall be sent to County Project Manager within five (5) Business Days of mailing to the complainant.



## **8.5 Compliance with Applicable Laws**

- 8.5.1 In the performance of this Master Agreement, 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 Master Agreement are hereby incorporated herein by reference.
- 8.5.2 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 Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subparagraph 8.5 (Compliance with Applicable Laws) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. 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 County without County's prior written approval.

## **8.6 Compliance with Civil Rights Laws**

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 Master Agreement or under any project, program, or activity supported by this Master Agreement. Contractor shall comply with Exhibit C (Contractor's EEO Certification) of this Master Agreement.

## **8.7 Compliance with County's Jury Service Program**

### **8.7.1 Jury Service Program**

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

#### **8.7.2 Written Employee Jury Service Policy**

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by County, or (2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under the Master Agreement, the subcontractor shall also be subject to the provisions of this subparagraph. The provisions of this subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of

"Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this subparagraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

## **8.8 Conflict of Interest**

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

8.8.2 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 Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If 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 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 subparagraph 8.8 (Conflict of Interest) shall be a material breach of this Master Agreement.

## **8.9 Consideration of Hiring County Employees Targeted for Layoff or are on a County Re-employment List**

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, 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 Master Agreement.

#### **8.10 Consideration of Hiring GAIN-GROW Participants**

8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, 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 Contractor will interview qualified candidates. County will refer GAIN-GROW participants by job category to Contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN-GROW job candidates.

8.10.2 In the event that both laid-off County employees and GAIN-GROW participants are available for hiring, County employees shall be given first priority.

#### **8.11 Contractor Responsibility and Debarment**

##### **8.11.1 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 Master Agreement. It is County's policy to conduct business only with responsible Contractors.

##### **8.11.2 Chapter 2.202 of County Code**

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other County contracts which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Master Agreement, debar 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

##### **8.11.3 Non-responsible Contractor**

County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a Master Agreement with County or a nonprofit

corporation created by County, (2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Master Agreement with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

#### **8.11.4 Contractor Hearing Board**

1. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
2. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. 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 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 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of County.

5. Contractor Hearing Board will consider a request for review of a debarment determination only where (1) 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, Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, 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 Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. 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 Contractor Hearing Board.

#### **8.11.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County Contractors.

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

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

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

- 8.13.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to

mitigate the economic burden otherwise imposed upon County and its taxpayers.

- 8.13.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Master Agreement 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).

#### **8.14 County's Quality Assurance Plan**

County or its agent(s) will monitor Contractor's performance under this Master Agreement on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which County determines are significant or continuing and that may place performance of this Master Agreement 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 of Supervisors will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures,

County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

#### **8.15 Damage to County Facilities, Buildings or Grounds**

- 8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.16 Employment Eligibility Verification**

- 8.16.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under this

Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. 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. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or 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 Master Agreement.

#### **8.17 Counterparts and Electronic Signatures and Representations**

- 8.17.1 This Master Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Master Agreement. The facsimile, email or electronic signature of authorized officers of each party shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

- 8.17.2 County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments and Change Orders prepared pursuant to Paragraph 8.1 (Amendments and Change Orders) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments and Change Orders to this Master Agreement.

#### **8.18 Fair Labor Standards**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless 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 Contractor's employees for which County may be found jointly or solely liable.



## **8.19 Force Majeure**

- 8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's 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 subparagraph 8.19 (Force Majeure) as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, 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 Contractor to meet the required performance schedule. As used in this subparagraph 8.19 (Force Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, 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.

## **8.20 Governing Law, Jurisdiction, and Venue**

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

## **8.21 Independent Contractor Status**

- 8.21.1 This Master Agreement is by and between County and 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 County and 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.
- 8.21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master

Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

8.21.3 Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. 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 Contractor pursuant to this Master Agreement.

8.21.4 Contractor shall adhere to the provisions stated in subparagraph 7.6 (Confidentiality) of this Master Agreement.

## **8.22 Indemnification**

Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of County Indemnitees.

## **8.23 General Provisions for all Insurance Coverage**

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this subparagraph 8.23 (General Provisions for All Insurance Coverage) and subparagraph 8.24 (Insurance Coverage) of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

### **8.23.1 Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, shall be delivered to County Contract Compliance Manager

listed in Exhibit A (County's Administration) and provided prior to commencing services under this Master Agreement.

- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement 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 Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither County's failure to obtain, nor County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by 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 Contract Compliance Manager listed in Exhibit A (County's Administration) of this Master Agreement.

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

#### **8.23.2 Additional Insured Status and Scope of Coverage**

County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising

out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.23.3 Cancellation of or Changes in Insurance**

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

#### **8.23.4 Failure to Maintain Insurance**

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

#### **8.23.5 Insurer Financial Ratings**

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

#### **8.23.6 Contractor's Insurance Shall Be Primary**

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

#### **8.23.7 Waivers of Subrogation**

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

#### **8.23.8 Subcontractor Insurance Coverage Requirements**

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

#### **8.23.9 Deductibles and Self-Insured Retentions (SIRs)**

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

#### **8.23.10 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 Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

#### **8.23.11 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.

#### **8.23.12 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.

#### **8.23.13 Alternative Risk Financing Programs**

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

#### **8.23.14 County Review and Approval of Insurance Requirements**

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

### **8.24 Insurance Coverage**

**8.24.1 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

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

**8.24.3 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 Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

If Contractor does not have employees, a written statement will be acceptable acknowledging that Contractor does not have employees and therefore, Worker's Compensation and Employers' Liability insurance does not apply.

**8.24.4 Professional Liability/Errors and Omissions**

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

**8.25 Liquidated Damages**

8.25.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at their option, and in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from 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 Contractor from County, will be forwarded to Contractor by County Project Director, in a written notice describing the reasons for said action.

8.25.2 If County Project Director determines that there are deficiencies in the performance of this Master Agreement that County Project Director, deems are correctable by Contractor over a certain time span, County Project Director will provide a written notice to Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County Project Director may:

- (a) Deduct from 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 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, and that Contractor shall be liable to County for liquidated damages in said amount. Said amount shall be deducted from County's payment to Contractor; and/or
- (c) Upon giving five (5) Business Days' notice to Contractor for failure to correct the deficiencies, County may correct any

and all deficiencies and the total costs incurred by County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from County, as determined by County.

8.25.3 The action noted in subparagraph 8.25.2 shall not be construed as a penalty, but as adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.

8.25.4 This subparagraph 8.25 (Liquidated Damages) shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in subparagraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

## **8.26 Most Favored Public Entity**

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

## **8.27 Nondiscrimination and Affirmative Action**

8.27.1 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.

8.27.2 Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification) of this Master Agreement.

8.27.3 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.

8.27.4 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.

- 8.27.5 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this subparagraph 8.27 (Nondiscrimination and Affirmative Action) when so requested by County.
- 8.27.7 If County finds that any provisions of this subparagraph 8.27 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Master Agreement, County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

## **8.28 Non Exclusivity**

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

## **8.29 Notice of Delays**

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or

threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) Business Day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.30 Notice of Disputes**

Contractor shall bring to the attention of County Project Manager or designee and/or County Project Director or designee any dispute between County and Contractor regarding the performance of services as stated in this Master Agreement. If County Project Manager or designee; or County Project Director or designee is not able to resolve the dispute, then the Sheriff or his designee shall resolve it.

#### **8.31 Notice to Employees Regarding the Federal Earned Income Credit**

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.

#### **8.32 Notice to Employees Regarding the Safely Surrendered Baby Law**

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

#### **8.33 Notices**

All notices or demands required or permitted to be given or made under this Master Agreement 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 A (County's Administration), and Exhibit B (Contractor's Administration) of this Master Agreement. Addresses may be changed by either party giving ten (10) calendar days' prior written notice thereof to the other party. County Project Director or designee shall have the authority to issue all notices or demands required or permitted by County under this Master Agreement.

#### **8.34 Prohibition Against Inducement or Persuasion**

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

### **8.35 Public Records Act**

- 8.35.1 Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to subparagraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.35.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.36 Publicity**

- 8.36.1 Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under this Master Agreement within the following conditions:
- Contractor shall develop all publicity material in a professional manner; and
  - During the term of this Master Agreement, 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 County without the prior written consent of County Project Director. County shall not unreasonably withhold written consent.
- 8.36.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this

Master Agreement with County of Los Angeles, provided that the requirements of this subparagraph 8.36 (Publicity) shall apply.

### **8.37 Record Retention and Inspection-Audit Settlement**

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

- 8.37.1 In the event that an audit of Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of Contractor to comply with any of the provisions of this subparagraph 8.37 (Record Retention and Inspection/Audit Settlement) shall constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement.
- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of County may conduct an audit of Contractor regarding the work performed under this Master Agreement, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: (a) repaid by

Contractor to County by cash payment upon demand or (b) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Master Agreement or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Master Agreement exceed the funds appropriated by County for the purpose of this Master Agreement.

#### **8.38 Recycled Bond Paper**

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

#### **8.39 Subcontracting**

8.39.1 The requirements of this Master Agreement may not be subcontracted by Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Master Agreement.

8.39.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at 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 County.

8.39.3 Contractor shall indemnify and hold 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 Contractor employees.

8.39.4 Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.

8.39.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.

8.39.6 County Project Director is authorized to act for and on behalf of County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by

County, Contractor shall forward a fully executed subcontract to County for their files.

8.39.7 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 County's consent to subcontract.

8.39.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by County from each approved subcontractor. Contractor shall ensure delivery of all such documents to County Contract Compliance Manager in accordance with Exhibit A (County's Administration) of this Master Agreement before any subcontractor employee may perform work hereunder.

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

Failure of Contractor to maintain compliance with the requirements set forth in subparagraph 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Master Agreement pursuant to subparagraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.41 Termination for Convenience**

8.41.1 County may terminate this Master Agreement, in whole or in part, from time to time or permanently, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of Work hereunder shall be effected by notice of termination to 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) calendar days after the notice is sent.

8.41.2 Upon receipt of a notice of termination and except as otherwise directed by County, Contractor shall immediately:

- Stop Work under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed Work and Work in process; and
- Complete performance of such part of the Work as shall not have been terminated by such notice.

- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement shall be maintained by Contractor in accordance with subparagraph 8.37 (Record Retention and Inspection-Audit Settlement) of this Master Agreement.

#### **8.42 Termination for Default**

- 8.42.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, in the judgment of County Project Director or designee:
- Contractor has materially breached this Master Agreement;
  - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other Work required under this Master Agreement hereunder; or
  - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business Days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.42.2 In the event that County terminates this Master Agreement in whole or in part as provided in subparagraph 8.42.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this subparagraph 8.42 (Termination for Default).
- 8.42.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in subparagraph 8.42.2 above if its failure to perform this Master Agreement, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of 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 Contractor and subcontractor, and without the fault or negligence of

either of them, 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 Contractor to meet the required performance schedule. As used in this subparagraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after County has given notice of termination under the provisions of this subparagraph 8.42 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this subparagraph 8.42 (Termination for Default), or that the default was excusable under the provisions of subparagraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subparagraph 8.41 (Termination for Convenience) of this Master Agreement.

8.42.5 The rights and remedies of County provided in this subparagraph 8.42 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 Termination for Improper Consideration**

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

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

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

#### **8.44 Termination for Insolvency**

8.44.1 County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:



- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) calendar 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for Contractor; or
- The execution by Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of County provided in this subparagraph 8.44 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.46 Termination for Non-Appropriation of Funds**

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

#### **8.47 Validity**

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

#### **8.48 Waiver**

No waiver by County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this subparagraph 8.48 (Waiver) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.49 Warranty Against Contingent Fees**

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in subparagraph 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) of this Master Agreement shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate

this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.52 Time Off for Voting**

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 (California Elections Code Section 14000). Not less than ten (10) calendar 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 California Elections Code Section 14000.

**8.53 Compliance with County's Zero Tolerance Policy on Human Trafficking**

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

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

8.53.3 Disqualification of any member of Contractor's staff pursuant to this subparagraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

**8.54 Intentionally Omitted**

**8.55 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this subparagraph 8.55 (Compliance with Fair Chance Employment Practices) of this Master Agreement may constitute a material breach of this Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Master Agreement.

**8.56 Compliance with County Policy of Equity**

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

#### **8.57 Prohibition from Participation in Future Solicitation(s)**

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision shall result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Master Agreement.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

9.1.1 The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

9.1.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

- 9.1.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 9.1.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

## **9.2 Local Small Business Enterprise (LSBE) Preference Program**

- 9.2.1 This Master Agreement is subject to the provisions of County's ordinance entitled LSBE Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.2.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.
- 9.2.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.
- 9.2.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, shall:
1. Pay to County any difference between the Master Agreement amount and what County's costs would have been if the Master Agreement had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10%) percent of the amount of the Master Agreement; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the

State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

### **9.3 Social Enterprise (SE) Preference Program**

- 9.3.1 This Master Agreement is subject to the provisions of County's ordinance entitled SE Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.3.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.3.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.3.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
  - 1. Pay to County any difference between the Master Agreement amount and what County's costs would have been if the Master Agreement had been properly awarded;
  - 2. Be assessed a penalty of not more than ten percent (10%) of the amount of the Master Agreement in addition to the amount described in subdivision 9.3.4(1) above; and
  - 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

### **9.4 Disabled Veteran Business Enterprise (DVBE) Preference Program**

- 9.4.1 This Master Agreement is subject to the provisions of County's ordinance entitled DVBE Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.

- 9.4.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.
- 9.4.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.
- 9.4.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor shall:
1. Pay to County any difference between the Master Agreement amount and what County's costs would have been if the Master Agreement had been properly awarded;
  2. Be assessed a penalty of not more than ten (10%) percent of the amount of the Master Agreement in addition to the amount described in subdivision 9.4.4(1) above; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

**MASTER AGREEMENT  
BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND**

**\_\_\_\_\_  
FOR  
PSYCHOLOGICAL SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Sheriff of Los Angeles County or his designee and Contractor has caused this Master Agreement to be executed by its duly authorized representative, on the dates written below.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_

ALEX VILLANUEVA, SHERIFF

Date: \_\_\_\_\_

CONTRACTOR

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

APPROVED AS TO FORM:  
RODRIGO A. CASTRO-SILVA  
County Counsel

By:   
Michele Jackson  
Principal Deputy County Counsel



**ATTACHMENT 1**

**STATEMENT OF WORK**

**PSYCHOLOGICAL SERVICES**

DRAFT

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## **STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

- 1.1 The Los Angeles County (County) Sheriff's Department (Department) requires the services of one or more Qualified Contractors to provide Psychological Services to the Department's Personnel Administration Bureau's Pre-Employment Unit. It is the intent of the Department to issue Work to Active Contractors on a rotational basis by geographical area as-needed. However, County Project Director or County Project Manager has the sole discretion to issue Work to any of the Contractors.
- 1.2 Contractor shall provide Psychological Services to the Department as described herein that include, but are not limited to, the provision of psychological evaluations and clinical interviews of law enforcement applicants for the Department positions of Deputy Sheriff Trainee, Reserve Deputy Sheriff, Custody Assistant, and Security Officer (collectively, Applicants). Additional positions may be added during the term of the Master Agreement. Contractor shall comply with California Government Code Section 1031(f) and Regulation 1955 (Peace Officer Psychological Evaluation) set forth in Section C (Personnel and Selection and Training) of the Peace Officer Standards and Training (POST) Administrative Manual (POST Regulation 1955). POST Regulation 1955 can be accessed online at: <https://www.post.ca.gov/peace-officer-candidate-selection-information>.
- 1.3 At County's sole discretion, Contractor may be requested and/or approved to provide psychological services remotely when stay at home orders are in place or as required by County. Psychological services include, but are not limited to, remote evaluation testing, remote psychological evaluations, and remote video based clinical interviews. Contractor shall obtain prior written approval from County Project Director or County Project Manager to administer any psychological services remotely.

### **2.0 PSYCHOLOGICAL EVALUATION AND CLINICAL INTERVIEW**

- 2.1 Prior to conducting an Applicant's psychological evaluation and clinical interview, Contractor shall:
  - 2.1.1 require the Applicant to complete the Contractor's Psychological Screening Consent and Release of Information Form; and
  - 2.1.2 require the Applicant to complete Contractor's Psychological History Questionnaire and Sentence Completion Form; and
  - 2.1.3 administer to the Applicant and score the Minnesota Multiphasic Personality Inventory-3 (MMPI-3) and the California Psychological Inventory (CPI) evaluation tests, as specified in subparagraph 2.5

below, if these tests were not administered by the Department and provided to Contractor pursuant to subparagraph 3.2.4 below; and

- 2.1.4 County Project Director or County Project Manager has the sole discretion to approve remote psychological services as described in subparagraph 1.3 above.
- 2.2 Contractor shall conduct the psychological evaluation and clinical interview using the Contractor's Psychological History Questionnaire in combination with a completed background information package provided to Contractor by the Department pursuant to subparagraph 3.2.4 of this SOW. Psychological evaluation and clinical interview criteria shall be based on each Applicant's prospective job duties, powers, demands, and working conditions as defined and provided by the Department. This information will be provided to Contractor so as to allow Contractor to make a psychological suitability determination.
- 2.3 Contractor shall review the completed background information package (refer to subparagraph 3.2.4 of this SOW) prior to conducting an Applicant's clinical interview.
- 2.4 Contractor shall conduct a clinical interview for each Applicant referred to Contractor by County. Such clinical interview shall not be less than thirty (30) minutes in duration.
  - 2.4.1 County Project Director or County Project Manager has the sole discretion to approve remote psychological services as described in subparagraph 1.3 above.
- 2.5 As part of the psychological evaluation and clinical interview process, Contractor shall utilize both the MMPI-3 and CPI evaluation tests. The use of any other evaluation tests in lieu of the MMPI-3 and the CPI must be pre-approved by County Project Manager prior to use by Contractor.
- 2.6 Contractor shall not use any supplementary psychological tests unless prior written approval is obtained from County Project Manager.
- 2.7 Contractor shall utilize professional discretion to explore concerns uncovered during the clinical interview.
- 2.8 Department reserves the right to change or modify the clinical interview format used by Contractor, in compliance with both California Government Code 1031(f) and POST Regulation 1955.
  - 2.8.1 Contractor shall notify County of any changes in professional standards set forth in both California Government Code 1031 (f) and POST Regulation 1955, when Contractor has knowledge of any such changes.

- 2.8.2 County will notify Contractor of any changes in professional standards set forth in both California Government Code 1031 (f) and POST Regulation 1955, when County has knowledge of any such changes.
- 2.8.3 Any changes to the Master Agreement pursuant to subparagraph 2.8.1 or subparagraph 2.8.2 above shall be in accordance with the procedures set forth in subparagraph 8.1 (Amendments and Change Orders) of the Master Agreement.
- 2.9 Contractor shall rate all Applicants according to the following ratings:
  - 2.9.1 "S" – I certify as psychologically suitable
  - 2.9.2 "NS" – I cannot certify as psychologically suitable
- 2.10 As discussed in POST Regulation 1955(d)(2), Contractor shall evaluate each Applicant, at a minimum, against the following job-related psychological constructs as defined in POST Peace Officer Psychological Screening Dimensions:
  - 2.10.1 Social Competence
  - 2.10.2 Teamwork
  - 2.10.3 Adaptability/Flexibility
  - 2.10.4 Conscientiousness/Dependability
  - 2.10.5 Impulse Control
  - 2.10.6 Integrity/Ethics
  - 2.10.7 Emotional Regulation/Stress Tolerance
  - 2.10.8 Decision Making/Judgment
  - 2.10.9 Assertiveness/Persuasiveness
  - 2.10.10 Avoiding Substance Abuse and other Risk-Taking Behavior
- 2.11 Notification of Clinical Interview Results
  - 2.11.1 Following each clinical interview conducted, Contractor shall complete Exhibit K (Psychological Suitability Declaration) of the Master Agreement. Contractor shall rate all Applicants according to the following ratings:
    - 2.11.1.1 "S" shall be reported as "I certify as psychologically suitable," which means qualified; or

2.11.1.2 "NS" shall be reported as "I cannot certify psychologically suitable," which means disqualified.

2.11.2 Within seventy-two (72) hours of completion of a clinical interview, Contractor shall email the completed Exhibit K (Psychological Suitability Declaration) of the Master Agreement, to [OHPpsych@hr.lacounty.gov](mailto:OHPpsych@hr.lacounty.gov). At County's sole discretion, Contractor may be required to send a copy of the completed Exhibit K (Psychological Suitability Declaration) by mail or delivered by messenger to the address listed below:

Department of Human Resources  
Occupational Health Programs  
Attention: Health and Leave Management Division  
3333 Wilshire Boulevard, Suite 1000  
Los Angeles, California 90010

2.11.3 Contractor shall send the completed original Exhibit K (Psychological Suitability Declaration) to County Project Manager by mail or delivered by messenger to the address listed below:

Los Angeles County Sheriff's Department  
Personnel Administration Bureau  
Pre-Employment Unit  
Attention: County Project Manager  
211 West Temple Street  
Los Angeles, California 90012

## 2.12 Reports

### 2.12.1 Notification of Clinical Interview Results

Contractor shall notify County Project Manager of all "S" (I certify as psychologically suitable) and "NS" (I cannot certify as psychologically suitable) ratings of Applicants by submitting the completed original Exhibit K (Psychological Suitability Declaration) of the Master Agreement, as stated above.

### 2.12.2 Psychological Suitability Declaration

Contractor shall prepare a non-clinical written summary utilizing Exhibit L (Psychological Suitability Declaration Justification) of the Master Agreement. The declaration shall justify the rating based on the job-related psychological constructs listed in subparagraph 2.10 of this SOW. The declaration shall contain appropriate language, in layman terms, so that it may be interpreted by the County's Occupational Health Programs (OHP). As indicated on Exhibit L (Psychological Suitability Declaration Justification) of the Master Agreement, the report minimally includes the following:

1. Results of psychological evaluation and clinical interview; and
2. Reasons for "NS" rating of disqualification.

Upon OHP's notification of an Applicant's request to appeal receipt of a "NS" rating and resulting disqualification from continuing in the Department hiring process, the procedures specified in Paragraph 6.0 (Applicant Request to Appeal) of this SOW shall be followed. The Psychological Suitability Declaration Justification shall be stored at Contractor's office. Contractor shall maintain the confidentiality and integrity of these reports.

#### **2.12.3 Oral Reports**

In the event that the information contained in Exhibit K (Psychological Suitability Declaration) of the Master Agreement is unclear, Contractor may be required to provide an oral report to County Project Director or designee upon request by County Project Director, County Project Manager, or designee.

### **3.0 COUNTY RESPONSIBILITIES**

#### **3.1 Clinical Interview Authorization**

Department will authorize Contractor to conduct a psychological evaluation and clinical interview as set forth in subparagraph 4.1 (Scheduling of Clinical Interviews) of this SOW. The schedule of availability will be e-mailed, faxed, or hand-delivered to Contractor on an as-needed basis when requesting Contractor services.

#### **3.2 Scheduling Clinical Interviews**

- 3.2.1 Upon notification of Contractor's schedule of availability as discussed in subparagraph 4.1 (Scheduling of Clinical Interviews) of this SOW, County Project Manager, or designee will schedule clinical interviews of Applicants.
- 3.2.2 Department cannot guarantee that the number of clinical interviews scheduled will actually take place due to non-appearance of Applicants.
- 3.2.3 Department will notify Contractor of any scheduled clinical interviews which are canceled by Applicants, within three (3) Business Days before the interview time scheduled, if such notice is feasible.
- 3.2.4 Two to three calendar days prior to a scheduled clinical interview, Department will provide Contractor with a background information package for the Applicant that will include but not be limited to:

1. Background jacket documents (personal history, credit, employment, residence, financial, autobiography form, etc.);
2. Scored MMPI-3 scantron form (if administered by Department);
3. Scored CPI scantron form (if administered by Department)

#### **4.0 CONTRACTOR RESPONSIBILITIES**

##### **4.1 Scheduling of Clinical Interviews**

Upon request of the Department, the Contractor shall provide a proposed schedule of availability, for the purpose of conducting clinical interviews, two (2) weeks in advance. Upon receiving the available appointment times, the Department will schedule eligible Applicant(s) and provide a detailed schedule of assigned appointments to Contractor no later than a week in advance of the first appointment.

##### **4.2 Clinical Interviews**

4.2.1 Contractor shall conduct clinical interviews of Applicant(s) as authorized by County Project Manager, or designee at Contractor's office.

4.2.2 Clinical interviews shall be conducted in a manner that meets all recognized professional standards set forth in POST Regulation 1955 as further discussed in Paragraph 2.0 (Psychological Evaluation and Clinical Interview) of this SOW.

4.2.3 County Project Director or County Project Manager has the sole discretion to approve remote psychological services as described in subparagraph 1.3 above.

##### **4.3 Unanticipated Clinical Interviews**

Contractor shall conduct, with less than twenty-four (24) hours advance notice, unanticipated/unscheduled clinical interviews for Applicants upon request by County Project Manager, or designee. Such requests are limited to unusual situations, i.e. out-of-area Applicant.

##### **4.4 Legal Testimony**

Contractor shall, when required by summons or other legal process, or at the request of Department, provide legal testimony regarding the Psychological Services provided under the Master Agreement. Contractor shall be paid for legal testimony and required preparation time according to the rate stated in Exhibit F (Rate of Compensation) of the Master Agreement.



#### 4.5 Miscellaneous Projects

- 4.5.1 Upon request by County Project Director or County Project Manager, Contractor shall be prepared to participate in any kind of research or study involving the psychological evaluation and clinical interview process, at no additional cost to the Department. Such requests shall be completed within the time frame specified by the Department.
- 4.5.2 Contractor shall make available, upon request of the Department, all Applicant records involving the psychological evaluation and clinical interview process. Contractor shall maintain the confidentiality and integrity of such records. Such requests shall be at no additional cost to the Department, and within the time frame specified by the Department.
- 4.5.3 During the term of the Master Agreement, Contractor may be asked to provide psychological services for other County departments in need of emergent services.

#### 4.6 Meetings / Orientation

Contractor shall meet with County Project Director, County Project Manager, and other command personnel of the Department, as deemed necessary by the Department. Contractor shall be available for meetings, orientation, training, and presentations, as deemed necessary by the Department. Contractor shall participate in such meetings, orientation, training, and presentations at no charge to the County.

#### 4.7 Non-Appearance or "No-Show" of Applicant

Contractor shall be paid for the non-appearance of an Applicant at a clinical interview appointment, or "no-shows," according to the rate stated in Exhibit F (Rate of Compensation) of the Master Agreement.

#### 4.8 Equipment

Contractor shall provide any equipment necessary, and be responsible for any operating fees to meet all Work requirements.

#### 4.9 Contractor's Office

- 4.9.1 Contractor shall maintain an office in Los Angeles County or adjoining Counties with a telephone in the Contractor's name where Contractor conducts business. When the office is closed, an answering service shall be provided to receive calls. Contractor shall respond to calls received by the answering service by the following Business Day.

4.9.1.1 An office located in northern Los Angeles County is desirable but is not a requirement.

4.9.2 Contractor shall provide a cellular telephone number where Contractor may be reached twenty-four (24) hours a day.

4.9.3 All business overhead costs and charges in connection with Contractor's offices, furnishings, telephone, mail, and supplies shall be borne by Contractor.

4.10 Vehicles/Travel

Contractor shall be responsible for all Contractor vehicles, transportation, and insurance costs pertaining to this Master Agreement.

**5.0 HOURS/DAYS OF WORK**

Contractor's Work days and hours may vary, depending on the needs of the Department.

**6.0 APPLICANT REQUEST TO APPEAL**

6.1 Upon an Applicant's request to appeal receipt of a "NS" rating and resulting disqualification from continuing in the Department hiring process, Contractor shall release the records of Applicant's pre-employment psychological evaluation, or a photocopy thereof, to the Chief of Psychological Services of OHP.

6.2 Contractor shall provide OHP with copies of all Applicant data, including, but not limited to, psychological test results and the written Exhibit L (Psychological Suitability Declaration Justification).

6.3 Applicant's records shall be immediately forwarded to OHP utilizing a browser-based secure file transfer client maintained and operated by the County, such as the Managed File Transfer (MFT) system.

6.3.1 Contractor shall provide OHP the requested records for the Applicant through a secure email, which shall be accessed through a secure account password. The email shall contain an attachment of the Applicant's appeal request and authorization.

6.3.2 At County's sole discretion, Contractor may be requested to send Applicant's records by mail, delivered by messenger, or by fax to the address listed below:

Department of Human Resources  
Occupational Health Programs  
Attention: Counseling and Evaluation Section

3333 Wilshire Boulevard, Suite 1000  
Los Angeles, California 90010  
Facsimile: (213) 637-0822

- 6.4 Contractor shall not conduct an Independent Medical Opinion (IMO) on an Applicant that has been deemed "Not Suitable" by a psychologist performing services for the Department.

## **7.0 RECORDS**

### **7.1 Records and Documentation of Work Performed**

Contractor shall maintain copies of all Applicant information, including all reports, supporting notes, documentation of the clinical interviews, test interpretations, and test results, for each Applicant evaluated under the Master Agreement.

### **7.2 Retention of Applicant Files**

Applicant information shall be kept in a discrete, separate file for each Applicant. Applicant files shall be retained by Contractor for seven (7) years from the date of the Contractor's completion of Exhibit L (Psychological Suitability Declaration Justification) of the Master Agreement for the Applicant. Applicant files shall be kept in a safe and secure location to ensure confidentiality. At the end of the seven (7) year retention period, Contractor shall dispose of Applicant information in compliance with prevailing state and federal law.

### **7.3 Records Requested by OHP**

Contractor shall provide, at no additional cost, any requested records and materials to OHP within ten (10) Business Days, unless specified otherwise by OHP. Records shall be sent in accordance with sub-paragraph 2.11.2.

## **8.0 QUALITY ASSURANCE PLAN**

- 8.1 The Department will evaluate Contractor's performance under this Master Agreement using the quality assurance procedures as defined in subparagraph 8.14 (County's Quality Assurance Plan) of the Master Agreement.

### **8.2 Contract Discrepancy Report (CDR)**

- 8.2.1 Contractor shall verbally notify County Project Manager of a Master Agreement discrepancy as soon as possible whenever a Master Agreement discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the Department and Contractor.

8.2.2 County Project Manager will determine whether a formal Contract Discrepancy Report (Exhibit H) of the Master Agreement, shall be issued. Upon receipt of the CDR, Contractor is required to respond in writing to County Project Manager within ten (10) Business Days 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 County Project Manager within ten (10) Business Days.

## **9.0 GREEN INITIATIVES**

9.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

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## COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. \_\_\_\_\_

### COUNTY PROJECT DIRECTOR:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY PROJECT MANAGER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY ACCOUNTS PAYABLE:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### COUNTY CONTRACT COMPLIANCE MANAGER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## CONTRACTOR'S ADMINISTRATION

\_\_\_\_\_  
CONTRACTOR'S NAME

MASTER AGREEMENT NO. \_\_\_\_\_

### CONTRACTOR PROJECT MANAGER:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

### Notices to Contractor shall be sent to the following address:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S EEO CERTIFICATION**

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Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

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

**CONTRACTOR'S SPECIFIC CERTIFICATIONS**

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

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

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.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
  - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or



Title 2 ADMINISTRATION  
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CONTRACTOR EMPLOYEE JURY SERVICE

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)

### 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.

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CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

"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)

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# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

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

[www.babysafela.org](http://www.babysafela.org)



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.





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



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

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafela.org](http://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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



## EXHIBIT F RATE OF COMPENSATION

Pursuant to Paragraph 5.0 (Contract Sum), subparagraph 5.1 of the Master Agreement, Contractor shall be paid for Work performed at the rates below. The rates shall remain firm and fixed for the Term of the Master Agreement. Contractor shall invoice County in accordance with subparagraph 5.5 (Invoices and Payments) of the Master Agreement.

### RATE OF COMPENSATION:

Psychological Evaluation, Clinical Interview, and Reporting	\$400 per Applicant
Legal Testimony (Includes 4 hours prep-time, additional prep-time must be pre-approved by the County Project Manager)	\$350 per Hour
Non-appearance of Applicant (If clinical interview is not canceled or rescheduled at least 24 hours prior to scheduled clinical interview; "no-show")	\$200 per Applicant
Administering/scoring of Evaluation Tests (Evaluation Tests as approved by County) [Rate may be increased, at County's sole discretion, as specified in subparagraph 8.1.4 of the Master Agreement]	\$35 per Applicant

## CONFIDENTIALITY FORMS

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County. Work cannot begin on the Master Agreement until County receives this executed document.)

Contractor Name \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Contractor to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor and Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor and Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

County of Los Angeles  
Sheriff's Department

Psychological Services  
Master Agreement No. 676XX  
Exhibits

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County. Work cannot begin on the Master Agreement until County receives this executed document.)

Contractor Name \_\_\_\_\_ Employee Name \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to County. Work cannot begin on the Master Agreement until County receives this executed document.)

Contractor Name \_\_\_\_\_ Non-Employee Name \_\_\_\_\_

County Master Agreement No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

County of Los Angeles  
Sheriff's Department

Psychological Services  
Master Agreement No. 676XX  
Exhibits

## CONTRACT DISCREPANCY REPORT

TO:

FROM:

MASTER AGREEMENT NO: \_\_\_\_\_

DATES: Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

DISCREPANCY PROBLEMS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative\_\_\_\_\_  
Date

CONTRACTOR RESPONSE (Cause and Corrective Action): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date

COUNTY ACTIONS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## INVOICE DISCREPANCY REPORT

**1. INVOICE DISCREPANCY** to be completed by County Project Manager

Today's Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ Master Agreement No.: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date of Subject Invoice: \_\_\_\_\_ Invoice No.: \_\_\_\_\_

Description of Issues with Subject Invoice:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
                     County Project Manager

**2. REVIEWED:**

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
                     County Project Director

**3. CONTRACTOR RESPONSE** (to be completed by Contractor Project Director)

Date received from County Project Manager: \_\_\_\_\_

Explanation regarding Issues with Subject Invoice: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Corrective Action Taken: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
                     Contractor Project Director

**4. COUNTY EVALUATION** of Contractor's Response and Action taken.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**5. Approved by COUNTY:**

\_\_\_\_\_  
 \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**6. Contractor Notified on** \_\_\_\_\_ **Date:** \_\_\_\_\_

**INSTRUCTIONS**

County Project Manager: Forward IDR to the Contractor for investigation and response.

Contractor: Must respond to County Project Manager in writing within ten days of receipt of IDR.

County Project Manager: Forward completed IDR to Contracts Unit.

County of Los Angeles  
 Sheriff's Department

Psychological Services  
 Master Agreement No. 676XX  
 Exhibits

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

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

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

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

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

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.

- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that

(i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.



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

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

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

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

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to (562) 940-3335 that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
  - (b) The number of Individuals whose Protected Health Information is involved;
  - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.lacounty.gov)**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

**6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

**8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

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

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

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

**10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

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

10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

**11. AVAILABILITY OF RECORDS**

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

**12. MITIGATION OF HARMFUL EFFECTS**

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

**13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
  - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

#### **15. OBLIGATIONS OF COVERED ENTITY**

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



**16. TERM**

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

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose

on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

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

- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

DRAFT

**PSYCHOLOGICAL SUITABILITY DECLARATION**

[Contractor to use professional letterhead]

DEPARTMENT OF HUMAN RESOURCES  
County of Los Angeles  
Occupational Health Programs

NAME:

SS#:

POSITION:

DOB:

EMAIL ADDRESS:

PHONE NUMBER:

HOME ADDRESS:

On \_\_\_\_\_, I completed a pre-employment psychological screening evaluation on the above-named peace officer candidate, in accordance with POST Commission Regulation 1955. Based on the results and findings of that evaluation:

- ☐ **I certify** that the candidate is psychologically suitable to perform the peace officer duties and responsibilities as defined and provided by the hiring department either without any accommodations, or provided that the specified work restrictions, limitations, or reasonable accommodations can be implemented. *(Describe any work restrictions, limitations, or reasonable accommodation requirements on the following supplemental page. The supplemental page is to be maintained as a confidential medical record, separate from the background investigation file).*
- ☐ **I cannot certify** that the candidate is psychologically suitable to perform the peace officer duties and responsibilities as defined and provided by the hiring department.

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[licensed psychologist name]  
Licensed Clinical Psychologist #

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Date

**PSYCHOLOGICAL SUITABILITY  
DECLARATION JUSTIFICATION**

I Certify \_\_\_\_\_

I Cannot  
Certify \_\_\_\_\_

**LOS ANGELES COUNTY SHERIFF'S DEPARTMENT**  
**POSITION:** \_\_\_\_\_

**I. APPLICANT'S NAME:** \_\_\_\_\_ **II. DATE:** \_\_\_\_\_

**III. TESTS ADMINISTERED/DOCUMENTS REVIEWED:**

\*Evaluation Tests may change with prior written approval by County.

- |   |  |
|---|--|
| 1. Minnesota Multiphasic Personality Inventory- 3             | 4. Psychological History Questionnaire |
| 2. California Psychological Inventory                         | 5. Sentence Completion Form            |
| 3. Psychological Screening Consent and Release of Information | 6. Autobiography Form                  |
|   | 7. Completed Background File           |

**IV. BACKGROUND:** Nothing of concern reported or uncovered \_\_\_\_\_ **Area (s) of concern** \_\_\_\_\_

**V. TEST RESULTS:** Nothing of concern \_\_\_\_\_ **Area(s) of concern** \_\_\_\_\_

- (1) Approach to tests: (a) typical of applicants (b) more defensive than most applicants  
(c) highly defensive/ results questionable  
(2) There were no unusual comments on the Sentence Completion Form or the Autobiography Form.

**VI. INTERVIEW IMPRESSION:** Nothing of concern \_\_\_\_\_ **Area(s) of concern** \_\_\_\_\_

**VII. PSYCHOLOGICAL DIMENSIONS EVALUATED: (check means area of concern)**

- |   |   |
|---|---|
| _____ Social Competence                                       | _____ Emotional Regulation and Stress Tolerance |
| _____ Teamwork  | _____ Decision-Making and Judgment              |
| _____ Adaptability/Flexibility                                | _____ Assertiveness/Persuasiveness              |
| _____ Conscientious/Dependability                             | _____ Impulse Control/Attention to Safety       |
| _____ Integrity/Ethics  | _____ Written and Verbal Communication Skills   |
| _____ Avoiding Substance Abuse and Other Risk Taking Behavior |   |

**VIII. RECOMMENDATION AND COMMENT:**

- (1) \_\_\_\_\_ (I Certify Suitable) Nothing disqualifying was uncovered during the psychological evaluation.  
(2) \_\_\_\_\_ (I Cannot Certify Suitable) Not recommended as psychologically suited for the position.

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**LICENSED PSYCHOLOGIST** \_\_\_\_\_

**LICENSE NUMBER** \_\_\_\_\_



# County of Los Angeles CHIEF EXECUTIVE OFFICE

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

FESIA A. DAVENPORT  
Chief Executive Officer

Board of Supervisors  
HILDA L. SOLIS  
First District

HOLLY J. MITCHELL  
Second District

SHEILA KUEHL  
Third District

JANICE HAHN  
Fourth District

KATHRYN BARGER  
Fifth District

July 13, 2021

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:

## **ACCEPT 2020 STATE HOMELAND SECURITY PROGRAM GRANT FUNDS (ALL DISTRICTS) (3-VOTES)**

### **SUBJECT**

Board approval is requested to find the proposed action is not a project or exempt under the California Environmental Quality Act (CEQA), accept the County of Los Angeles' (County) allocation of the 2020 State Homeland Security Program Grant Funds to make the funds available to the appropriate County departments and cities. The State Homeland Security Program Grant enhances the capacity of State and local agencies to respond to incidents of terrorism, particularly those involving chemical, biological, radiological, nuclear, and explosive incidents, as well as natural disasters. The enhancements are provided through coordinated training, exercises, equipment acquisition, and technical assistance.

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

1. Find that the County activities to be funded with the 2020 State Homeland Security Program Grant Funds from the Federal Department of Homeland Security do not constitute projects under CEQA or, in the alternative, are exempt from CEQA for the reasons stated in this letter and in the record of the proposed actions;

2. Accept \$10,593,612 in Federal Department of Homeland Security Grant Funds under Assistance Listing Number 97.067 from the 2020 State Homeland Security Program Grant as distributed through the California Office of Emergency Services with a Performance Period of September 1, 2020 to May 31, 2023, and the allocation of a portion of such funds to County Departments as set forth in Enclosure B;
3. Adopt the attached Governing Body Resolution which authorizes the Chief Executive Officer, or her designee, to apply for and execute State Homeland Security Program Grant awards and all future amendments, modifications, extensions, and augmentations as necessary;
4. Delegate authority to the Chief Executive Officer, or her designee, to enter into subrecipient agreements with cities providing for use and re-allocation of these funds; and to execute all future amendments, modifications, extensions and augmentations relative to the subrecipient agreements, as necessary;
5. Approve the County activities to be funded with 2020 State Homeland Security Program Grant Funds; and
6. Authorize the County's Purchasing Agent to proceed with the solicitation and purchase of capital asset items in excess of \$250,000 with two weeks advance notice to the Board of Supervisors.

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

The Federal Department of Homeland Security (DHS) has released grant funding through the California Office of Emergency Services (Cal OES) to enhance the capacity of the State and local agencies to respond to incidents of terrorism, particularly those involving chemical, biological, radiological, nuclear, and explosive incidents, as well as natural disasters. The enhancements are provided through coordinated trainings, exercises, equipment acquisitions, and technical assistance.

The purpose of this letter is to find that the recommended activities do not constitute projects or are exempt under CEQA and that the Board of Supervisors (Board) has authorized the Chief Executive Officer to administer the State Homeland Security Program (SHSP) Grant on behalf of the County Operational Area. The Board is requested to approve the attached Governing Body Resolution (Enclosure A), which provides a list of Chief Executive Office (CEO) personnel authorized to sign SHSP grant documents.

We are further requesting the Chief Executive Officer be granted delegated authority to enter into subrecipient agreements with the various cities receiving SHSP Grant funds.



Following the signing of agreements, these funds will be distributed to cities and County departments approved by DHS and Cal OES on a cost reimbursement basis. These agreements will be in a form approved by County Counsel.

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

The recommended actions support Goal 3, Strategy 3.3, Pursue Operational Effectiveness, Fiscal Responsibility and Accountability of the County's Strategic Plan.

### **FISCAL IMPACT/FINANCING**

This Grant is fully funded by DHS through Cal OES, and there is no matching fund requirement or impact on net County cost. Of the \$10,593,612 grant, \$4,972,977 will be retained by the County for various programs under the grant, including five percent identified for management and administration costs, and \$5,620,635 will be allocated to local jurisdictions for approved activities/programs.

The funding for the impacted County departments will be distributed as follows: CEO (\$1,341,960); Fire (\$1,125,000); Health Services - Administration [Emergency Medical Services] (\$460,254); Medical Examiner – Coroner (\$161,732); Public Health (\$60,700); and the Sheriff (\$1,823,331). The funding needed for Fiscal Year 2021-22 will be requested during the Fiscal Year 2021-22 Supplemental Budget phase.

### **FACTS AND PROVISIONAL/LEGAL REQUIREMENTS**

Cal OES has provided the County Operational Area with specific guidelines for the management and administration of this grant. These guidelines detail the activities and expenditures that are allowable under the grant.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed County activities to be funded as identified in Enclosure B, as well as the disbursement of funds to cities, do not constitute projects, pursuant to CEQA, because they are excluded from the definition of a project by Public Resources Code section 21065 and section 15378(b)(2)(4) and (5) of the State CEQA Guidelines on the basis that they are continuing administrative or organizational activities of government; and/or include the creation of a government funding mechanisms or other government fiscal activities; and do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment. In the alternative, the activities to be funded are categorically exempt from CEQA since they are within certain classes of projects that have been determined not to have a significant effect on the environment in

that they meet the criteria set forth in section 15301 and 15322(a) of the State CEQA Guidelines and Classes 1(c) and (r) and 22(a) and (c) of the County's Environmental Documentation and Reporting Procedures and Guidelines, Appendix G which apply to building leases, and educational or training programs. In addition, based on the records of the proposed exempt activities, they will comply with all applicable regulations, are not located in a sensitive environment and there are no cumulative impacts, unusual circumstances damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code section 65962.5, or indications that the activities may cause a substantial adverse change in the significance of a historical resource that would make the exemptions inapplicable.

Each subrecipient awarded funding is required to comply with CEQA, as applicable, in order to be reimbursed with grant funds. To the extent there are any changes proposed to the activities to be funded by the County retained funds, the proposed activities will be reviewed for any further findings, which may be necessary under CEQA. CEO staff will continue to assist the lead federal granting agency, as necessary, to complete its requirement under the National Environmental Policy Act.

### **CONTRACTING PROCESS**

Procurement for items referenced in Enclosure B will be under the statutory authority of the County's Purchasing Agent and will be requisitioned, solicited, and purchased in accordance with County Purchasing Policies and Procedures.

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

The Grant provides funding to the County for planning, equipment, training, exercises, and program management and administration for emergency prevention, preparedness, and response personnel which will have a positive impact on current services by improving and enhancing the County's ability to prevent, protect against, mitigate, respond to, and recover from potential terrorist attacks and other disasters.

The Honorable Board of Supervisors  
July 13, 2021  
Page 5

## **CONCLUSION**

Upon execution by the Board, please send a copy of the adopted Board letter and three originals of the signed Governing Body Resolution to the Chief Executive Office (Homeland Security Grants Administration) for processing.

Respectfully submitted,

FESIA A. DAVENPORT  
Chief Executive Officer

FAD:JMN:AC  
TT:CH:GQ:gq

Enclosures

c:     Executive Office, Board of Supervisors  
       County Counsel  
       Fire  
       Health Services  
       Medical Examiner - Coroner  
       Public Health  
       Sheriff

**ENCLOSURE A**

## ***Governing Body Resolution***

*Covers Grant Years:*  
*2019 SHSP, 2020 SHSP, 2021 SHSP*

***BE IT RESOLVED BY THE*** Board of Supervisors ***OF THE*** County of Los Angeles ***THAT***

Chief Executive Officer , *OR*  
Chief Deputy , *OR*  
Chief Operating Officer , *OR*  
Assistant Chief Executive Officer , *OR*  
Manager, CEO , *OR*  
Principal Analyst, CEO , *OR*  
Chief Program Specialist, CEO

is hereby authorized to execute for and on behalf of the named applicant, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the federal Department of Homeland Security and subawarded through the State of California.

Passed and approved this \_\_\_\_ day of \_\_\_\_\_, 2021

### ***Certification***

I, \_\_\_\_\_, duly appointed and  
(Name)

\_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Governing Body)

do hereby certify that the above is a true and correct copy of a resolution passed and approved by  
the \_\_\_\_\_ of the \_\_\_\_\_ on the  
(Governing Body) (Name of Applicant)  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Official Position)

\_\_\_\_\_  
(Signature)

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

**ENCLOSURE B**

**2020 STATE HOMELAND SECURITY PROGRAM  
ALLOCATION TO COUNTY DEPARTMENTS**

<b><u>Department</u></b>	<b><u>Activities Description</u></b>	<b><u>Amount</u></b>
Chief Executive Office	Various costs related to fiscal management of the overall grant program.	\$ 529,680
Chief Executive Office - Office of Emergency Management	Emergency Management Cybersecurity Training and Exercise; Emergency Notification Alert Program enhancements; and Operational Area Emergency Response Plan Threat Hazard video and outreach materials.	\$ 812,280
Fire	Community Emergency Response Team Backpacks; Regional Training Group staffing; Hazardous Materials Training; and various Chemical, Biological, Radiological, Nuclear, and Explosives, and Urban Search and Rescue equipment.	\$ 1,125,000
Health Services - EMS	Leasing space costs for storage of Homeland Security equipment, supplies and pharmaceuticals.	\$ 460,254
Medical Examiner - Coroner	Mass Care and Fatality equipment.	\$ 161,732
Public Health	DNA Extraction Magnetic Particle Processor equipment.	\$ 60,700
Sheriff	Analytical and Investigative subscription services; Search and Rescue Multi-Sensor and Search Camera systems; Personal Protective Equipment and headsets; Emergency Operations Center supplies; Emergency Medical Services equipment; Nuclide Spectrometers; Dive equipment maintenance; Operational software renewal; and continuing various classes: Intelligence and Analytical/Investigative Training; and Readiness Training.	\$ 1,823,331

**Totals** **\$ 4,972,977**

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

<b>PS CLUSTER AGENDA REVIEW DATE</b>	6/30/2021	
<b>BOARD MEETING</b>	7/13/2021	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	First District	
<b>DEPARTMENT</b>	Department of Public Works	
<b>SUBJECT</b>	Public Defender Foltz 19 <sup>th</sup> Floor Refurbishment and Hall of Records 6 <sup>th</sup> Floor Refurb Projects	
<b>PROGRAM</b>	Public Defender HQ and Hall of Records Refurb Projects – Capital Projects 87326 and 87734	
<b>SOLE SOURCE CONTRACT</b>	N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	\$3M	Funding source: Prior year net County cost
	TERMS (if applicable): N/A	
	Explanation: The total project cost for the HOR 6th Floor Refurbishment project, including plans and specifications, plan check, consultant services, construction, change order contingency, and County services, is currently estimated at \$3,000,000. Approval of the proposed Appropriation Adjustment will transfer \$3,000,000 of prior year net County cost from the Public Defender Foltz 19th Floor Refurbishment project, Capital Project No. 87326, to the Public Defender HOR 6th Floor Refurbishment project, Capital Project No. 87734, to fully fund the proposed project.	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval to establish a capital project for the proposed Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Project; and to establish and approve the proposed Public Defender Hall of Records 6th Floor Refurbishment Project with a total budget of \$3,000,000, and authorization to deliver the proposed project using a Board-approved Job Order Contract.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>The Public Defender occupies approximately 8,600 square feet of storage space on the 6th Floor at Hall of Records, located at 320 West Temple Street, Los Angeles, CA 90012. The Public Defender has identified the need to convert this underutilized storage area into office space to accommodate their current and future operation and staffing needs. Refurbishing this space will enable Public Defender to decongest the 19th Floor of the Foltz Criminal Justice Center and maximize space flexibility.</p> <p>This proposed remodeled office space at the HOR is intended to be utilized in the interim as temporary swing space for Public Defender operations and staff during proposed future construction of the Clara Shortridge Foltz 19th Floor Refurbishment, and will eventually be permanently utilized for Public Defender's Human Resources and Central Investigations operations. The location is optimal for use as swing space and, eventually, permanent space for Human Resources and Central Investigations due to its close proximity to the Foltz Criminal Justice Center. Furthermore, as the County moves to implement more telework strategies, this space may be used to accommodate additional hoteling opportunities for potentially reducing lease space around the downtown Los Angeles area. The space will include a personnel counter to serve the needs of current and prospective employees.</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	Name, Title, Phone # & Email: DPW – Gil Garcia, <a href="mailto:ggarcia@dpw.lacounty.gov">ggarcia@dpw.lacounty.gov</a> , (626) 300-2310 Public Defender – Jon Trochez, <a href="mailto:JTrochez@pubdef.lacounty.gov">JTrochez@pubdef.lacounty.gov</a> , (213) 974-2807 CEO – Matthew Diaz, <a href="mailto:mdiaz@ceo.lacounty.gov">mdiaz@ceo.lacounty.gov</a> , (213) 974-4260	



July 13, 2021

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 CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
PUBLIC DEFENDER CLARA SHORTRIDGE FOLTZ  
19TH FLOOR REFURBISHMENT  
SPECS. 7357; CAPITAL PROJECT NO. 87326  
ESTABLISH CAPITAL PROJECT  
HALL OF RECORDS 6TH FLOOR REFURBISHMENT  
SPECS. 7776; CAPITAL PROJECT NO. 87734  
APPROVE CAPITAL PROJECT AND BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACT  
(SUPERVISORIAL DISTRICT 1)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval to establish a capital project for the proposed Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Project; and to establish and approve the proposed Public Defender Hall of Records 6th Floor Refurbishment Project with a total budget of \$3,000,000, and authorization to deliver the proposed project using a Board-approved Job Order Contract.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the establishment of a capital project for the proposed Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Project does not constitute a project under the California Environmental Quality Act for the reasons stated in this letter and in the record of the proposed activity.
2. Find the proposed Public Defender Hall of Records 6th Floor Refurbishment Project exempt from the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.

3. Establish the proposed Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Project, Capital Project No. 87326.
4. Establish and approve the proposed Public Defender Hall of Records 6th Floor Refurbishment Project, Capital Project No. 87734, with a total project budget of \$3,000,000 in the Fiscal Year 2021-22 Capital Projects/Refurbishment Budget.
5. Approve an Appropriation Adjustment to transfer \$3,000,000 from the Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Project, Capital Project No. 87326, to the Public Defender Hall of Records 6th Floor Refurbishment Project, Capital Project No. 87734, to fully fund the proposed project.
6. Authorize the Director of Public Works, or his designee, to deliver the proposed Public Defender Hall of Records 6th Floor Refurbishment Project using a Board-approved Job Order Contract.

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

The recommended actions will establish the proposed Public Defender Clara Shortridge Foltz 19th Floor Refurbishment Capital Project; establish and approve the Public Defender Hall of Records (HOR) 6th Floor Refurbishment Capital Project with a \$3 million total project budget; authorize Public Works to deliver the HOR 6th Floor Refurbishment project using a Board-approved Job Order Contract (JOC); and find that the Public Defender Foltz 19th Floor Refurbishment project is not a project under the California Environmental Quality Act (CEQA), and that the proposed Public Defender HOR 6th Floor Refurbishment project is exempt from CEQA.

#### **Public Defender Foltz 19th Floor Refurbishment**

The Foltz Criminal Justice Center is a 19-floor building built in 1972 and located at 210 West Temple Street, Los Angeles, CA 90012. The building is subject to a Joint Occupancy Agreement between the State of California (State) Judicial Council and the County. The State is the proprietor of the building and occupies approximately 69 percent of the total building space, whereas the County occupies approximately 31 percent of the total building space primarily on Floors 16, 17, 18, and 19. This space is referred to as County Exclusive Space and is owned and maintained by the County.

The Public Defender headquarters encompasses the entire 19th Floor (approximately 45,000 square feet) of the Foltz Criminal Justice Center and includes executive, attorney and administrative offices, legal support workspaces, and a public counter with a small

reception area. The 19th Floor serves as the hub work location for the Public Defender's central court operations. Approximately 160 attorneys are assigned to the 19th Floor to represent indigent clients in the various courtrooms located within the building. The 19th Floor space includes the offices of the Department Head and his executive team, serves as the Department's training center for new attorneys, provides personnel services to new and current employees, and serves the public via its public counter.

Since occupying the space in 1972, no significant upgrades or improvements have been made to the 19th Floor. The existing floor space layout is inefficient and does not include space for in-person attorney-client consultations. Attorneys currently meet with clients in the hallway corridors or the reception area, which compromises client confidentiality. The current layout also does not offer confidentiality for attorneys who share offices with two or more attorneys and does not allow opportunity for growth. The entire floor is in need of repairs and refurbishment to meet and optimize the current and future operational and staffing needs of the Public Defender.

The proposed refurbishment project would remodel the entire 19th Floor office space area with new staff offices and workstations, a modernized training room, client meeting and attorney huddle rooms, mother nursing rooms, and a staff lounge. The proposed refurbishment work will include demolition, hazardous material abatement, and remodeling of the fire alarm system, interior lighting, heating, ventilation, and air conditioning system, interior finishes, low voltage, information technology, and telecommunication systems, and the 19th Floor public and staff restrooms to meet current Americans with Disabilities Act accessibility requirements.

The renovated space will comply with the County's new Office Space Guidelines by providing an open, contemporary and improved functional work environment with natural light exposure, collaboration areas, hoteling workstations, comfortable breakrooms, and modern aesthetic that will promote employee wellness and engagement and support teleworking initiatives to optimize space efficiency. The refurbished space will project a professional environment and provide a welcoming impression for visitors, business partners, and clients that will help build trust and confidence in the legal services provided by the Public Defender.

Public Works will complete the design utilizing a Board-approved on-call consultant. Following completion of the design phase in April 2022, Public Works will return to the Board with recommendations for approval of the project, including the project scope, budget, and funding, along with a project delivery schedule and the appropriate CEQA environmental finding. The intent is to coordinate and phase the refurbishment work to

maintain the Public Defender operations and functions in place during construction of the improvements and minimize disruption to operations.

#### Public Defender Hall of Records 6th Floor Refurbishment

The Public Defender occupies approximately 8,600 square feet of storage space on the 6th Floor at HOR, located at 320 West Temple Street, Los Angeles, CA 90012. The Public Defender has identified the need to convert this underutilized storage area into office space to accommodate their current and future operation and staffing needs. Refurbishing this space will enable Public Defender to decongest the 19th Floor of the Foltz Criminal Justice Center and maximize space flexibility.

The proposed project will refurbish the approximately 8,600 square feet of vacant storage space into office space with staff workstations, a meeting room, and a staff lounge and restroom. The refurbishment work will include remodeling the fire alarm system, interior lighting, heating, ventilation, and air conditioning system, interior finishes, and the public restrooms on the floor to meet current Americans with Disabilities Act accessibility requirements; and installation of new low voltage, information technology, and telecommunication systems.

Public Works completed the design using a Board-approved on-call consultant and is seeking approval from the Board to complete the construction using a Board-approved JOC. It is anticipated that construction will begin in September 2021 and be completed in July 2022.

This proposed remodeled office space at the HOR is intended to be utilized in the interim as temporary swing space for Public Defender operations and staff during construction of the Clara Shortridge Foltz 19th Floor Refurbishment, and will eventually be permanently utilized for Public Defender's Human Resources and Central Investigations operations. The location is optimal for use as swing space and, eventually, permanent space for Human Resources and Central Investigations due to its close proximity to the Foltz Criminal Justice Center. Furthermore, as the County moves to implement more telework strategies, this space may be used to accommodate additional hoteling opportunities for potentially reducing lease space around the downtown Los Angeles area. The space will include a personnel counter to serve the needs of current and prospective employees.

### Green Building/Sustainable Design Program

The projects will support the Board's policy for Green Building/Sustainable Design Program by incorporating energy-efficient mechanical and electrical equipment and fixtures as part of the floor refurbishments.

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

These recommendations support the County Strategic Plan: The County Strategic Plan directs the provision of Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability; and Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that will improve the operational effectiveness of existing County assets.

### **FISCAL IMPACT/FINANCING**

The total project cost for the HOR 6th Floor Refurbishment project, including plans and specifications, plan check, consultant services, construction, change order contingency, and County services, is currently estimated at \$3,000,000. The Project Schedule and Budget Summary are enclosed (Enclosure A). Approval of the enclosed Appropriation Adjustment (Enclosure B) will transfer \$3,000,000 of prior year net County cost from the Public Defender Foltz 19th Floor Refurbishment project, Capital Project No. 87326, to the Public Defender HOR 6th Floor Refurbishment project, Capital Project No. 87734, to fully fund the proposed project.

The current estimate for the Foltz 19th Floor Refurbishment design effort is \$1,200,000, including consultant services, County services, and plan check. Sufficient appropriation is available in the Fiscal Year 2021-22 Capital Projects/Refurbishment Budget under Capital Project No. 87326 to fund the design effort. In mid-2022, after completion of the design phase, Public Works will return to the Board for approval of the Foltz 19th Floor Refurbishment project and budget.

### Operating Budget Impact

Public Defender anticipates a possible increase in ongoing operating costs as a result of the proposed HOR 6th Floor Refurbishment project that will be absorbed in Public Defender's ongoing operating budget. These costs include facility cleaning and technology telecommunications costs for services rendered by Internal Services Department.

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

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the proposed HOR 6th Floor Refurbishment project budget includes 1 percent of the eligible design and construction costs for the Civic Art Allocation, which is estimated at \$20,000.

In accordance with Board Policy 5.270, Countywide Local and Targeted Worker Hiring for projects with a total budget over \$2,500,000, the proposed HOR 6th Floor Refurbishment project will require that at least 30 percent of the total California craft worker hours for construction of the project be performed by Local Residents and at least 10 percent be performed by Targeted Workers facing employment barriers.

## **ENVIRONMENTAL DOCUMENTATION**

The recommended action establishing the capital project for the proposed Foltz 19th Floor Refurbishment is not a project pursuant to Section 21065 of the Public Resources Code and Section 15378(b)(4) and (5) of the State CEQA Guidelines because the action is an administrative activity of government that will not result in direct or indirect changes to the environment and provides for a government funding mechanism or other fiscal activity of government that does not involve a commitment to a specific project which may result in a potentially significant impact on the environment. The appropriate environmental documentation will be completed and submitted to the Board for consideration when Public Works returns to the Board to recommend consideration of approval of the capital project.

The proposed HOR 6th Floor Refurbishment project is a separate project and is categorically exempt from CEQA. It consists of repairs and remodel of existing vacant storage space into office space at the HOR. The project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Sections 15301(a), (d), and (l); 15302(c); and 15303 of the State CEQA Guidelines and Classes 1(c), (d), (l), 2(e), and 3 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The project provides for repair, refurbishment, replacement, and minor alterations of existing facilities involving negligible or no expansion of an existing use and where replacement features will have the same purpose and capacity. Additionally, the proposed project will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste sites compiled pursuant to Government Code Section 65962.5, or indications that the project may cause a substantial adverse change in the significance of

a historical resource that would make the exemption inapplicable based on the records of proposed project.

Upon the Board's approval of the project, Public Works will file a Notice of Exemption for the proposed HOR 6th Floor Refurbishment project with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the Public Resources Code.

### **CONTRACTING PROCESS**

Public Works will utilize a Board-approved, on-call consultant to complete the design for the Foltz 19th Floor Refurbishment project.

Public Works completed the design for the HOR 6th Floor Refurbishment project using a Board-approved, on-call consultant and is recommending the use of a Board-approved JOC to complete construction of the project. The project scope includes substantial remodeling and alteration work and Public Works has made the determination that the use of a JOC is the most appropriate contracting method to deliver the project. The furniture, fixtures, and equipment will be procured through Purchase Orders in accordance with the County's purchasing policies and procedures established by Internal Services Department.

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

Approval of the recommended actions will have no impact on current County services or projects. The 6th Floor storage space to be refurbished at HOR is currently vacant, and the contractor will be required to coordinate construction activities with the County to minimize disruption to HOR operations and functions.

The Honorable Board of Supervisors  
July 13, 2021  
Page 8

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:LR:mae

Enclosures

c: Department of Arts and Culture (Civic Art Division)  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Public Defender



July 13, 2021

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
PUBLIC DEFENDER  
CLARA SHORTRIDGE FOLTZ 19TH FLOOR REFURBISHMENT  
SPECS. 7357; CAPITAL PROJECT NO. 87326  
ESTABLISH CAPITAL PROJECT  
HALL OF RECORDS 6TH FLOOR REFURBISHMENT  
SPECS. 7776; CAPITAL PROJECT NO. 87734  
APPROVE CAPITAL PROJECT AND BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
APPROVE USE OF JOB ORDER CONTRACT**

**I. PROJECT SCHEDULE – HALL OF RECORDS 6th Floor Renovation**

<b>Project Activity</b>	<b>Scheduled Completion Date</b>
Construction Documents	11/30/20*
Jurisdictional Approvals	02/28/21*
Construction Award Job Order Contract	08/31/21
Start Construction	09/13/21
Substantial Completion	07/15/22
Project Acceptance	08/31/22

\*Actual Completion Date

**II. PROJECT BUDGET SUMMARY – HALL OF RECORDS 6th Floor Renovation**

<b>Project Activity</b>	<b>Proposed Budget</b>
Construction	\$2,102,000
Furniture, Fixtures, and Equipment	\$ 200,000
Programming	\$ 0
Plans and Specifications	\$ 210,000
Consultant Services	\$ 20,000
Miscellaneous Expenditures	\$ 25,000
Jurisdictional Review/Plan Check/Permits	\$ 37,000
County Services	\$ 406,000
<b>TOTAL</b>	<b>\$3,000,000</b>

PINK

BA FORM 03252021

BOARD OF SUPERVISORS  
OFFICIAL COPY

July 13, 2021

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 2021-22****3 - VOTES**

SOURCES		USES	
TRIAL COURTS		VARIOUS CAPITAL PROJECTS	
CLARA SHORTRIDGE FOLTZ 19TH FLOOR RFURB-PD		HALL OF RECORDS 6TH FLOOR REFURB-PD	
A01-CP-6014-65047-87326		A01-CP-6014-65099-87734	
CAPITAL ASSETS - B & I		CAPITAL ASSETS - B & I	
DECREASE APPROPRIATION	3,000,000	INCREASE APPROPRIATION	3,000,000

**SOURCES TOTAL****\$ 3,000,000****USES TOTAL****\$ 3,000,000****JUSTIFICATION**

Reflects a transfer of \$3M in prior year net County cost from the Clara Shortridge Foltz 19th Floor Refurbishment project, Capital Project No. 87326, to the Hall of Records 6th Floor Refurb-PD project, Capital Project No. 87734, to fully fund the proposed project.

**AUTHORIZED SIGNATURE**

JAMES YUN, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR---☐ ACTION☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO.

DATE

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

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

<b>PS CLUSTER AGENDA REVIEW DATE</b>	6/30/2021	
<b>BOARD MEETING</b>	7/13/2021	
<b>SUPERVISORIAL DISTRICT AFFECTED</b>	Fifth District	
<b>DEPARTMENT</b>	Department of Public Works	
<b>SUBJECT</b>	Camp Scott Light Standards and Guardrails Project	
<b>PROGRAM</b>	Capital Programs – Capital Project 87579	
<b>SOLE SOURCE CONTRACT</b>	N/A	
<b>DEADLINES/ TIME CONSTRAINTS</b>	None	
<b>COST &amp; FUNDING</b>	\$722,000	Funding source: Extraordinary Maintenance
	TERMS (if applicable): N/A	
	<p>Explanation: The total cost of Camp Scott Light Standards and Guardrails Project is estimated at \$722,000, which includes plans and specifications, jurisdictional approval, construction, change orders, consultant services, miscellaneous expenditures, and County services.</p> <p>Approval of the Appropriation Adjustment will authorize the transfer of \$637,000 from the Extraordinary Maintenance, Services, and Supplies budget to the Camp Scott Light Standards and Guardrails Project, Capital Project No. 87579, to fully fund the project.</p>	
<b>PURPOSE OF REQUEST</b>	Public Works is seeking Board approval of the proposed Camp Scott Light Standards and Guardrails Project, to establish the project budget, approve Appropriation Adjustment, and to authorize Public Works to execute a construction contract for the proposed project.	
<b>BACKGROUND (include internal/external issues that may exist)</b>	<p>Camp Joseph Scott is a Probation Department facility that houses minors and accommodates staff and visitors throughout the day. The road leading to the Camp crosses a natural open channel, has no street lighting, and is protected by a deteriorating wooden guardrail. The project will include replacing the existing wooden guardrail, extending the length of the guardrail system to improve safety, and installing new light standards to increase the visibility for vehicles entering and exiting the camp.</p> <p>As part of the Probation Department's COVID-19 response, the Camp was temporarily closed and the minors were relocated to the Dorothy F. Kirby Center. Given this circumstance, it is essential for the Camp to remain in good and safe condition to serve as a relocation facility for the minors in case of emergency and/or natural disaster.</p>	
<b>DEPARTMENTAL AND OTHER CONTACTS</b>	<p>Name, Title, Phone # &amp; Email:            DPW – Tom Afschar, <a href="mailto:TAfschar@dpw.lacounty.gov">TAfschar@dpw.lacounty.gov</a>, (626) 300-3201            CEO – Matthew Diaz, <a href="mailto:Mdiaz@ceo.lacounty.gov">Mdiaz@ceo.lacounty.gov</a>, (213) 974-4260</p>	

July 13, 2021

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 CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
CAMP SCOTT LIGHT STANDARDS AND GUARDRAILS PROJECT  
APPROVE CAPITAL PROJECT AND PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7727; CAPITAL PROJECT NO. 87579  
(SUPERVISORIAL DISTRICT 5)  
(FISCAL YEAR 2021-22, 3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval of the proposed Camp Scott Light Standards and Guardrails Project and to authorize Public Works to procure and execute a construction contract for the proposed project located in the unincorporated County of Los Angeles.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find the proposed Camp Scott Light Standards and Guardrails Project exempt from the California Environmental Quality Act for the reasons stated in this Board letter and in the record of the project.
2. Establish and approve the proposed Camp Scott Light Standards and Guardrails Project, Capital Project No. 87579, with the total proposed project budget of \$722,000.
3. Approve an Appropriation Adjustment to transfer \$637,000 from the Extraordinary Maintenance, Services, and Supplies budget to the Camp Scott Light Standards and Guardrails Project, Capital Project No. 87579, to fully fund the proposed project.
4. Adopt the plans and specifications that are on file with Public Works for construction of the proposed Camp Scott Light Standards and Guardrails Project, Capital Project No. 87579.

5. Instruct the Executive Officer of the Board to advertise the project for bids to be received and opened on August 10, 2021, in accordance with the Instruction Sheet for Publishing Legal Advertisements.
6. Authorize the Director of Public Works or his designee to execute a consultant services agreement with the apparent lowest responsive and responsible bidder to prepare a baseline construction schedule for a \$5,000 not-to-exceed amount funded by the project funds.
7. Delegate authority to the Director of Public Works or his designee to make the determination that a bid is nonresponsive and to reject a bid on that basis; award the next lowest responsive and responsible bidder; waive inconsequential and nonmaterial deficiencies in bids submitted; and determine, in accordance with the applicable contract and bid documents, whether the apparent lowest responsive and responsible bidder satisfied all conditions for contract award. Upon such determination, authorize the Director of Public Works or his designee to award and execute the construction contract in the form previously approved by County Counsel to the apparent lowest responsive and responsible bidder if the low bid can be awarded within the approved total budget, to establish the effective date of the contract upon receipt by Public Works of acceptable performance and payment bonds and evidence of required contractor insurance, and to take all other actions necessary and appropriate to deliver the project.

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

Approval of the recommended actions will find the proposed Camp Scott Light Standards and Guardrails Project exempt from the California Environmental Quality Act (CEQA), approve the project, approve the total project budget and the Appropriation Adjustment, adopt the plans and specifications, and authorize Public Works to advertise and award a construction contract for the project.

#### **Project Description and Background**

Camp Joseph Scott is located at 28700 Bouquet Canyon Road in the unincorporated County of Los Angeles. The camp has the capacity to house 110 minors and facilitates an additional 220 personnel throughout the day, including supporting staff and visitors. Camp operations run 24 hours, with the need for vehicles to enter and exit during all hours of the day. The road leading into the camp crosses a natural open channel, with no existing street lighting. The channel is protected by wooden guardrails that have deteriorated and do not meet current traffic standards. The limited visibility

due to the lack of existing street lighting and deteriorated condition of the guardrails presents a need for improvements.

The project would improve vehicular access to Camp Scott by replacing the existing guardrail system and extending the length to prevent any potential vehicular access into the natural open channel. The installation of new light standards will increase the visibility for vehicles entering and exiting Camp Scott.

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

These recommendations support the County Strategic Plan: Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets, and ongoing efforts to manage and improve public infrastructure assets.

### **FISCAL IMPACT/FINANCING**

The total cost of the proposed project is estimated at \$722,000 (Enclosure A), which includes plans and specifications, jurisdictional approval, construction, change orders, consultant services, miscellaneous expenditures, and County services. \$85,000 was previously funded through the Extraordinary Maintenance program, which covered design services.

The project is funded by net County cost. Approval of the Appropriation Adjustment (Enclosure B) will authorize the transfer of \$637,000 from the Extraordinary Maintenance, Services, and Supplies budget to the Camp Scott Light Standards and Guardrails Project, Capital Project No. 87579, to fully fund the proposed project.

There will be no impact to the County General Fund.

### **Operating Budget Impact**

Public Works does not anticipate any one-time, start-up costs or an appreciable increase in ongoing maintenance and operational cost due to the proposed project.

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

A standard construction contract, in a form previously approved by County Counsel, would be used that contains terms and conditions supporting the Board's ordinances, policies, and programs, including, but not limited to: County's Greater Avenues for Independence and General Relief Opportunities for Work Programs, Contract Language to Assist in Placement of Displaced County Workers, Notice to Employees Regarding

the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015).

To ensure the contract is awarded to a responsible contractor with a satisfactory history of performance, bidders are required to report violations of the False Claims Act, criminal convictions, civil litigation, defaulted contracts with the County, complaints filed with the Contractor's State License Board, labor law/payroll violations, and debarment actions. As provided for in Board Policy No. 5.140, the information reported by the contractor will be considered before making an award.

The plans and specifications include the contractual provisions and material requirements necessary for the project and are on file with Public Works' Business Relations and Contracts Division.

The project will comply with Board Policy 5.270, Countywide Local and Targeted Worker Hiring Policy.

In accordance with the Board's Civic Art Policy amended on August 4, 2020, the proposed project is exempt as it will repair, maintain, or replace existing building systems.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed project is categorically exempt from CEQA. The project is within certain classes of projects that have been determined not to have a significant effect on the environment in that it meets criteria set forth in Sections 15301 (c), (d), and (f), 15302 (c), 15303 (e), and 15304 (f) of the State CEQA Guidelines and Class 1 (c), (i), and (h), Class 2 (a) and (e), Class 3 (b), and Class 4 (k) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G, since the project consists of renovations, roadway lighting, restoration of deteriorated structures, addition of safety equipment, installation of equipment, and replacement of the building features with negligible or no expansion of use where replacement facilities at the site will have substantially the same purpose and capacity. No trees will be removed.

In addition, based on the proposed project records, it will comply with all applicable regulations, is not located in a sensitive environment, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the proposed project and related actions, Public Works will file a Notice of Exemption with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

### **CONTRACTING PROCESS**

Advertising for construction bids will be in accordance with the County's standard Instruction Sheet for Publishing Legal Advertisements (Enclosure C).

As requested by the Board on February 3, 1998, this contract opportunity will be listed on the County's "Doing Business with Us" and "Do Business with Public Works" websites. Public Works will also inform the local small business enterprise about this business opportunity for those certified by the County of Los Angeles' Department of Consumers 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 bidders to utilize CBE.

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

During implementation of the proposed improvements, temporary lane closures will occur along the entrance road leading into Camp Scott. These closures would reduce the capacity of road from two lanes to one; however, the effects would be short-term, and full access for all visitors and staff would be maintained. The Probation Department's operations at the camps will remain unaffected.



The Honorable Board of Supervisors  
July 13, 2021  
Page 6

**CONCLUSION**

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

Respectfully submitted,

MARK PESTRELLA, PE  
Director of Public Works

MP:VY:cl

Enclosures

c: Department of Arts and Culture  
Auditor-Controller  
Chief Executive Office (Capital Programs Division)  
County Counsel  
Executive Office  
Probation Department

**CONSTRUCTION CONTRACT**  
**CONSTRUCTION MANAGEMENT CORE SERVICE AREA**  
**CAMP SCOTT LIGHT STANDARDS AND GUARDRAILS PROJECT**  
**APPROVE CAPITAL PROJECT AND PROJECT BUDGET**  
**APPROVE APPROPRIATION ADJUSTMENT**  
**ADOPT, ADVERTISE, AND AWARD**  
**SPECS. 7727; CAPITAL PROJECT NO. 87579**  
**(SUPERVISORIAL DISTRICT 5)**  
**(FISCAL YEAR 2021-22, 3 VOTES)**

**PROJECT SCHEDULE**

<b>Project Activity</b>	<b>Completion Date</b>
Design	03/29/2020*
Jurisdictional Approval	10/02/2020*
Construction Bid	08/17/2021
Construction	
Substantial Completion	04/15/2022
Project Acceptance	05/16/2022

\*Indicates a completed activity.

**PROJECT BUDGET**

<b>Budget Category</b>	<b>Budget</b>
Construction	
Construction	\$ 440,000
Change Orders (15%)	\$ 66,000
Subtotal	\$ 506,000
Plans and Specifications	\$ 50,000
Consultant Services	\$ 12,000
Miscellaneous Expenditures	\$ 6,000
Jurisdictional Reviews	\$ 10,000
County Services	\$ 138,000
<b>Total</b>	<b>\$ 722,000</b>

June 08, 2021

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 2020-21

3 - VOTES

SOURCES		USES	
EXTRAORDINARY MAINTENANCE		PROBATION	
A01-CF-2000-12810		CAMP SCOTT LIGHT STANDARDS AND GUARDRAILS PROJECT	
SERVICES & SUPPLIES		A01-CP-6014-65042-87579	
DECREASE APPROPRIATION	637,000	CAPITAL ASSETS - B & I	
		INCREASE APPROPRIATION	637,000
SOURCES TOTAL	\$ 637,000	USES TOTAL	\$ 637,000

## JUSTIFICATION

Reflects the transfer of \$637,000 from Extraordinary Maintenance budget to the Camps Scott Light Standards and Guardrails project, Capital Project No. 87579 to fully fund the project cost.

James Yun

Digitally signed by James Yun  
Date: 2021.04.29 07:12:26  
+07'00'

AUTHORIZED SIGNATURE

JAMES YUN, MANAGER, CEO

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR—

☐ ACTION☒ RECOMMENDATION

AUDITOR-CONTROLLER

BY

B.A. NO. 251

DATE

April 30, 2021

☒ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

5.3.2021

July 13, 2021

**CONSTRUCTION CONTRACT  
CONSTRUCTION MANAGEMENT CORE SERVICE AREA  
CAMP SCOTT LIGHT STANDARDS AND GUARDRAILS PROJECT  
APPROVE CAPITAL PROJECT AND PROJECT BUDGET  
APPROVE APPROPRIATION ADJUSTMENT  
ADOPT, ADVERTISE, AND AWARD  
SPECS. 7727; CAPITAL PROJECT NO. 87579  
(SUPERVISORIAL DISTRICT 5)  
(FISCAL YEAR 2021-2022, 3 VOTES)**

PUBLISHING LEGAL ADVERTISEMENTS: In accordance with the State of California Public Contract Code Section 20125, you may publish once a week for two weeks in a weekly newspaper or ten times in a daily newspaper. Forward three reprints of this advertisement to Business Relations and Contracts Division, Public Works, 900 South Fremont Avenue, 8th Floor, Alhambra, California 91803-1331.

**OFFICIAL NOTICE  
INVITING BIDS**

Notice is hereby given that the Director of Public Works will receive sealed bids for materials, labor, and equipment required to complete construction for the following project:

<b><u>SD</u></b>	<b><u>SPECS</u></b>	<b><u>PROJECT</u></b>	<b><u>DATE OF BID OPENING</u></b>
5	7727	Camp Scott Light Standards and Guardrails	August 17, 2021

Copies of the project manual and drawings for the project may be downloaded for free from the Public Works website <http://dpw.lacounty.gov/go/constructioncontracts>. For bid information, please call Mr. Joseph Chang of Business Relations and Contracts Division at (626) 300-2346. Each bid shall be submitted electronically through Bid Express. Bids will be publicly opened, examined, and declared by Public Works at 10:30 a.m. on this date using Microsoft Teams Live Meeting platform.

Bids must conform to the drawings and project manual and all bidding requirements. This project requires the prime contractor to possess a valid California General Contractor's license and all licenses needed to complete the work (this may be possessed by a subcontractor to the general) at the time of bid submittal. The contractor should verify to his/her satisfaction that he/she holds the correct license for the project. The contractor and all of its subcontractors of any tier shall be required to pay prevailing wages to all workers employed in the execution of the work of improvement in accordance with the Labor Code Section 1770 et seq. Copies of prevailing rate of per diem wages are on file at the Public Works Business Relations and Contracts Division, which shall be made available to any interested party upon request.

July 13, 2021

**PREBID CONFERENCE**

Public Works, Project Management Division II, will hold a voluntary prebid conference/site visit on Tuesday, August 3, 2021, at 11:00 a.m., at Camp Joseph Scott, 28700 Bouquet Canyon Road, Santa Clarita, California 91390, to provide information on the project, bidding process, project walk, and answer any questions that the potential bidders may have. For further directions, please contact Mr. Chang with Public Works Business Relations and Contracts Division, at (626) 300-2346 or [jochang@dpw.lacounty.gov](mailto:jochang@dpw.lacounty.gov). The County supports and encourages equal opportunity contracting. The contractor shall make good faith efforts, as defined in Section 2000 of the Public Contract Code, to contract with Community Business Enterprises. The Board of Supervisors reserves the right to reject any or all bids or to waive technical or inconsequential errors and discrepancies in bids submitted in the public's interest.

**Americans with Disabilities Act Information**

Individuals requiring reasonable accessibility accommodations may request written materials in alternate formats, physical accessibility accommodations, sign language interpreters, or other reasonable accommodations by contacting our departmental Americans with Disabilities Act Coordinator at (626) 458-4081, from 7:30 a.m. to 5 p.m., Monday through Thursday (excluding holidays). Persons who are deaf or hard of hearing may make contact by first dialing the California Relay Service at 7-1-1. Requests should be made at least one week in advance to ensure availability. When making a reasonable accommodation request, please reference PMII-3.

**Información sobre la Ley de Estadounidenses con Discapacidades**

Individuos que requieran acomodamiento razonable pueden solicitar materiales escritos en formatos alternativos, acomodamiento físico, intérpretes en lenguaje de señas Americano u otros acomodamientos razonables comunicándose con nuestro Coordinador Departamental de la Ley de Estadounidenses con Discapacidades al (626) 458-4081, de 7:30 a.m. a 5 p.m., lunes a jueves (excluyendo días festivos). Personas con problemas auditivos pueden comunicarse primero marcando al Servicio de Difusión de California al 7-1-1. Solicitudes pueden hacerse por lo menos una semana antes para asegurar disponibilidad. Cuando se haga una petición razonable para acomodo, por favor mencione PMII-3.

By order of the Board of Supervisors of the County of Los Angeles, State of California, dated July 13, 2021.

Specs. 7727

CELIA ZAVALA, EXECUTIVE OFFICER OF  
THE BOARD OF SUPERVISORS OF THE  
COUNTY OF LOS ANGELES



**RICARDO D. GARCÍA**  
Public Defender

**LOS ANGELES COUNTY PUBLIC DEFENDER**  
CLARA SHORTRIDGE FOLTZ CRIMINAL JUSTICE CENTER

210 WEST TEMPLE STREET, 19<sup>th</sup> FLOOR  
LOS ANGELES, CA 90012  
(213) 974-2801/Fax (213) 625-5031  
<http://pubdef.lacounty.gov>



**Justine M. Esack**  
Chief Deputy

**William Stone**  
Chief of Staff

July 13, 2021

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:

**ACCEPT A GRANT AWARD FROM THE JOHN D. AND CATHERINE T. MACARTHUR  
FOUNDATION FOR PHASE V OF THE SAFETY AND JUSTICE CHALLENGE GRANT  
PROGRAM AND APPROVE AN APPROPRIATION ADJUSTMENT  
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

**SUBJECT**

Request Board approval authorizing the Los Angeles County Public Defender (Public Defender) to execute a Grant Award Agreement Number G-1907-154127 (Agreement) for Fiscal Years (FY) 2021-23 for the Safety and Justice Challenge (SJC) Grant Program (Program) from the John D. and Catherine T. MacArthur Foundation (Foundation) in the amount of \$1,100,000, and approve an Appropriation Adjustment.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Delegate authority to the Public Defender, or his designee, as an agent for the County, to execute the attached Agreement with the Foundation, and accept grant funds in the amount of \$1,100,000 with no match requirement for the grant period from July 1, 2021 to December 31, 2023.
2. Delegate authority to the Public Defender, or his designee, as an agent for the County, to execute and submit all required grant documents, including but not limited to, agreements, modifications, extensions, and payment requests that may be necessary for completion of the Program.
3. Approve an Appropriation Adjustment to increase PD's Budget in the amount of \$1,100,000.



4. Delegate authority to the Public Defender, or his designee, as an agent for the County, to execute individual funding agreements to transfer Foundation grant funds to Special Services for Groups, Inc. and other non-county agencies for reimbursement of Program funds, and to execute, as necessary, all future amendments to such funding agreements.

5. Delegate authority to the Public Defender, or his designee, as an agent for the County, to apply and submit a grant application to the Foundation for the Program in future fiscal years, and to execute all required grant application documents, including assurances and certifications, when and if such future funding becomes available.

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

In March 2019, the Board approved Public Defender's request to receive a grant from the Foundation for \$1.2 million. Those funds were used to implement a diversion pilot in the Clara Shortridge Foltz Criminal Justice Center. That pilot was begun in June 2019. It was ultimately expanded to courthouses in Van Nuys, Airport and Long Beach. The pilot involved in-court mental health evaluations and needs assessments for misdemeanor clients represented by the Public Defender or the Alternate Public Defender (APD). This pilot was conducted in partnership with the Department of Mental Health, the Superior Court, APD, the Los Angeles City Attorney, and the District Attorney. The pilot involved expanded use of pre-plea diversion for qualifying defendants pursuant to Penal Code § 1001.36 (AB1810) (Mental Health Diversion). This included comprehensive re-entry assistance for those who cycle between medical and/or mental health facilities and custody environments (with a focus on the homeless population).

In July 2019, under the Board-approved delegated authority, Public Defender contracted with Special Service for Groups Inc. (SSG), a non-profit organization that provides community-based programming to vulnerable communities, to deliver treatment services for all defendants who accept diversion under the pilot program. SSG's contracted services include, providing RDP courts with the treatment plans defendants are expected to comply with to receive diversion under Penal Code § 1001.36, case management services to ensure enrollment of the defendants' designated treatment programs, progress updates for all defendants who accept diversion, and transportation services and transitional housing, if needed.

In November 2020, the Alternatives to Incarceration Initiative (ATI) adopted the MacArthur funded mental health diversion pilot program as one of its top priorities. The program was officially named, the Rapid Diversion Program (RDP). ATI has been working closely with the Public Defender and other agencies to expand RDP to four other courthouses, including Compton, East Los Angeles, Pomona and Lancaster, and to felonies in the existing RDP courthouses. Under the RDP model, mental health experts are embedded in designated courts to provide same-day evaluations of defendants who appear to suffer from a mental health disorder. The evaluators conduct a same-day needs assessment for defendants who suffer from a mental health disorder. They then determine whether those defendants qualify for pre-plea mental health diversion as described in Penal Code § 1001.36. SSG provides transportation upon jail release, community-based treatment programs responsive to their needs; and where necessary and available transitional enriched housing for defendants who are awaiting permanent placement in residential treatment programs. Early RDP outcomes have been

positive and warrant further expansion to collect more data, measure results and evaluate the program to better inform the County of the program's future strategic direction.

In accordance with the Board's "*Care First, Jails Last*" philosophy, the Public Defender will continue to collaborate with ATI and other agencies to expand the RDP to all courthouses. The Foundation grant will support efforts to broaden the reach of RDP and help fund mental health assessments, service linkage and housing, and support a more holistic model of indigent defense representation by the Public Defender and APD.

Over the next two years, Public Defender, ATI, and other RDP partners intend to expand the program from three to eight courtrooms around Los Angeles County, thereby serving approximately 1,600 people through RDP.

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

This Program is consistent with the County's Strategic Plan, Goal I.3, Reform Service Delivery Within Our Justice Systems, by providing rehabilitative services to those involved with the County's justice systems to reduce the risk of recidivism and support successful re-entry into our communities. The continued implementation of this Program for detained misdemeanor defendants aims to reduce jail incarceration and the over-incarceration of those suffering from mental illness.

### **FISCAL IMPACT/FINANCING**

The total amount for the next phase of the program is \$1.1 million. There is no match requirement.

Funding for this program will be provided by the Foundation in \$550,000 yearly installments contingent on the completion of the previous year's performance and reporting requirements. The two (2) fiscal year funding periods will be budgeted as follows:

FY 2021-22: \$550,000

FY 2022-23: \$550,000

Grant awards that spans County fiscal years will be kept in trust until needed. See Attachment I for details on the allocation of funds.

For FY 2021-22, approval of an appropriation adjustment is requested to increase the Department's budget in the amount of \$550,000, funded by an increase in grant revenue.

The remaining funds of \$550,000 will be kept in trust until the appropriate fiscal year and will be incorporated into the future budgeting process.

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



The Honorable Board of Supervisors

June 15, 2021

Page 4

This will be the final phase of funding for the SCJ Initiative. The term of the Agreement is from July 1, 2021, to June 30, 2023.

The attached Agreement has been approved as to form by County Counsel.

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

The Offices of the Public Defender, Los Angeles City Attorney, and other partners have determined that implementation of this program using grant money provided through the Agreement will not have a significant impact on the departments' ability to provide preexisting services.

**CONCLUSION**

Upon your Board's approval, it is requested that the Clerk of the Board of Supervisors return two (2) adopted stamped copies of the Board letter to: Public Defender, Attention Ricardo D. Garcia, Public Defender, 210 West Temple Street 19th Floor, Los Angeles, CA 90012.

Respectfully submitted,

RICARDO D. GARCIA  
Public Defender

RDG:jt:rq

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel

## Attachment I

### Rapid Diversion Program – Budget Allocation

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#### **FY 2021-22: \$550,000**

##### Personnel

PD's clerical support for data collection and grant administration. \$ 80,000

LASD's clerical support for data collection. \$ 6,000

Program Evaluation \$ 50,000

##### Professional Services

Non-County agency's professional services (i.e. secondary psycho-social assessments, client transportation to/from supportive services, client support services, and housing). \$ 407,000

##### Travel

County site visits and networking meetings (including airfare, hotel accommodations, food, and incidentals). \$ 7,000

#### **FY 2022-23: \$550,000**

##### Personnel

PD's clerical support for data collection and grant administration. \$ 80,000

LASD's clerical support for data collection. \$ 6,000

Program Evaluation \$ 50,000

##### Professional Services

Non-County agency's professional services (i.e. secondary psycho-social assessments, client transportation to/from supportive services, client support services, and housing). \$ 407,000

##### Travel

County and LA City site visits and networking meetings (including airfare, hotel accommodations, food, and incidentals). \$ 7,000

**TOTAL: \$1,100,000**

## **AGREEMENT**

### **THE GRANTEE AND GRANTOR (AS SET FORTH BELOW) HEREBY AGREE AS FOLLOWS:**

DATE: April 16, 2021

GRANT NO.: 21-1907-154127-CJ

GRANTEE: County of Los Angeles, California  
210 West Temple Street  
19th Floor  
Los Angeles, CA 90012  
(**"your organization"**)

GRANTOR: John D. and Catherine T. MacArthur Foundation  
140 South Dearborn Street, Suite 1200  
Chicago, Illinois 60603-5285  
(the **"Foundation"**)

GRANT AMOUNT: U.S. \$1,100,000

PURPOSE OF GRANT: To support participation as an implementation site in the Safety and Justice Challenge, the Foundation's criminal justice reform initiative aimed at reducing over-incarceration by changing the way America thinks about and uses jails (the **"Purpose"**)

FOR USE OVER THE PERIOD: July 1, 2021 - June 30, 2023

EXPECTED PAYMENT SCHEDULE: This grant is expected to be paid in the following installment amounts (the **"Payment Schedule"**):

Initial Installment: U.S. \$550,000, paid in a single lump sum  
Installment 2: U.S. \$550,000, paid in a single lump sum

WRITTEN REPORTS DUE, as may be amended from time to time upon written authorization from the Foundation (the **"Due Dates"**):

August 31, 2022: Annual Report, covering the period July 1, 2021 through June 30, 2022  
August 31, 2023: Annual Report, covering the period July 1, 2022 through June 30, 2023  
August 31, 2023: Final Report, covering the entire life of the grant

PERFORMANCE MEASURES DUE, to the CUNY Institute for State and Local Governance (**"ISLG"**), on the schedule described below. The contents of these reporting requirements are further described in Paragraph 5 herein.

August 31, 2021:	(May 2021-July 2021)
November 30, 2021:	(August 2021-October 2021)
February 28, 2022:	(November 2021-January 2022)
May 31, 2022:	(February 2022-April 2022)
August 31, 2022:	(May 2022-July 2022)
November 30, 2022:	(August 2022-October 2022)
February 28, 2023:	(November 2022-January 2023)
May 31, 2023:	(February 2023-April 2023)

Performance reporting will continue according to this quarterly schedule for the duration of time that your organization receives or expends any portion of the grant funds until the Foundation's grant funds, and any income earned thereon are expended in full or the grant is otherwise terminated. Your organization will submit any outstanding data during this grant period as well.

OTHER TERMS AND CONDITIONS:

1. PAYMENT TERMS: (A) Payment of the grant funds is expected to be made as indicated in the Payment Schedule above, *provided* your organization is in compliance with all terms and conditions of this agreement at the time of each scheduled payment.

(B) The initial installment of the grant funds will be made within thirty (30) days after receipt by the Foundation of a fully-executed copy of this agreement and all necessary tax documents if all conditions are satisfied. The scheduled dates of estimated payment for any subsequent installments, which dates may be amended by the Foundation from time to time, are available in the Foundation's online Grants Management System ("**GMS**").

2. BANK ACCOUNTS: Grant funds shall be deposited in an interest-bearing account whenever feasible. Any grant funds, and income earned thereon, not expended or committed for the purposes of the grant, will be returned to the Foundation.

3. USE OF FUNDS: (A) EXEMPT PURPOSES: Under United States law, Foundation grant funds, and income earned thereon, may be expended only for charitable, religious, scientific, literary or educational purposes. This grant is made only for the Purpose stated above. It is understood that these grant funds will be used only for such Purpose, substantially in accordance with the document uploaded into GMS by the Foundation on March 31, 2021 and entitled "Final Proposal 154127", and the budget uploaded into GMS on February 11, 2021, relating thereto (the "**Approved Budget**"), subject to the terms of this agreement. Your organization agrees to obtain the Foundation's prior approval in writing should there be any material changes or variances to the Approved Budget, including the timing of expenditures, at any point during the course of this grant.

(B) CONTROL OF PROJECT: Your organization confirms that this project is under its complete control. Your organization further confirms that it has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of the Foundation and, further, that there does not exist an agreement, written or oral, under which the Foundation has caused or may cause the selection of a secondary grantee or consultant.

(C) RESTRICTIONS ON USE OF FUNDS: (1) In connection with the activities to be funded under this grant, your organization acknowledges that it is responsible for complying with all relevant laws and regulations of the countries in which such activities are conducted.

(2) Your organization agrees that no Foundation grant funds will be used for any of the following purposes:

- (a) To carry on propaganda, or otherwise to attempt to influence any legislation (within the meaning of Section 4945(d)(1) of the United States Internal Revenue Code ("**Tax Code**"));
- (b) To influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Tax Code);
- (c) To undertake any activity for any purpose other than one specified in Section 170(c)(2)(B) of the Tax Code;
- (d) To offer or provide money, gifts, or any other things of value, directly or indirectly, to anyone in order to improperly influence any act or decision relating to the Foundation or the project, including by assisting any party to secure an improper advantage in violation of the Foreign Corrupt Practices Act or similar laws of the countries in which the grantee operates;
- (e) To use directly or indirectly to assist in, sponsor, or provide support for acts of terrorism or to support organizations or persons listed as terrorists on lists maintained by the United States government, the United Nations, the European Union, and other entities (each, a "**Prohibited Party**"); or
- (f) To use in or with respect to countries or individuals under sanctions by the U.S. government, including prohibited travel to and from those countries, or for the unauthorized provision of funds or services to any person, entity, or organization from those countries.

Attachment A and Attachment B are summaries of the types of activities prohibited under Section 4945 of the Tax Code.

(3) Further, your organization agrees to provide the Foundation such information as the Foundation may reasonably request, including (a) information about persons or organizations that will or have received

funds in connection with this grant and (b) information regarding the steps and procedures that your organization uses to ensure that grant funds are not used to pay a Prohibited Party either through regranting or by contract.

4. WRITTEN REPORTS: (A) Written reports are to be furnished to the Foundation covering each year in which your organization receives or expends any portion of the grant funds until the Foundation's grant funds, and any income earned thereon are expended in full or the grant is otherwise terminated. The written reports for this grant are due no later than the Due Dates specified on Page 1 of this agreement. The written reports should be submitted electronically through GMS.

(B) The annual and final written reports should contain a narrative and financial account of what was accomplished by the expenditure of the grant funds during the period covered by the report. The narrative account should contain a detailed description of what was accomplished by the grant, including a description of the progress made toward achieving the goals of the grant and an assurance that the activities under the grant have been conducted in conformity with the terms of the grant. The financial account should contain a financial statement reporting, in U.S. dollars, all expenditures of the grant funds and any income earned thereon during the period covered by the report.

5. PERFORMANCE REPORTING: Performance measures are to be submitted to ISLG, with evidence of such submission provided to the Foundation, upon its request, on the schedule and under the terms outlined above. Your measures will be drawn from the Safety and Justice Challenge performance measurement framework and will be determined in collaboration with ISLG. All measures will be submitted in aggregate form. These measures may be used to support SJC-related research projects funded by the Foundation (or by other partner funders designated by the Foundation), and research products associated with those projects. SJC-related research includes research projects carried out through the SJC Research Consortium.

6. INTELLECTUAL PROPERTY: (A) In countersigning this agreement, your organization acknowledges that it has read the Foundation's Policy Regarding Intellectual Property Arising Out of Foundation Grants (the "**Policy**"; Attachment C hereto). Except as may otherwise be provided herein, all copyright interest in materials produced as a result of this grant (the "**Grant Work Product**") shall be owned by your organization and made available consistent with the terms of the Policy. To effect the widest possible distribution of the Grant Work Product and to ensure that it furthers charitable purposes and benefits the public, your organization hereby grants to the Foundation a non-exclusive, transferable, perpetual, irrevocable, royalty-free, paid-up, worldwide license to use, display, perform, reproduce, publish, copy, and distribute, for non-commercial purposes, the Grant Work Product and any other work product arising out of or resulting from your organization's use (including digital, electronic or other media) of these funds, including all intellectual property rights appurtenant thereto, and to sublicense to third parties the rights described herein. Without limiting the foregoing, such license includes the right of the Foundation to publish the Grant Work Product on the Foundation's website in connection with the Foundation's work with and support of your organization, and for use in periodic public reports, press releases, and fact sheets about the Foundation's grantmaking. Your organization further acknowledges and agrees, at the Foundation's request, to execute any additional documents necessary to effect such license.

(B) To the extent that, as part of any arrangement with any subcontractor, subgrantee, or other party working on matters related to this grant and receiving the benefit of the grant funds (a "**Third Party**"), the intellectual property rights in the Grant Work Product is to be owned by such Third Party, your organization agrees to require that the Foundation be granted a license in such Grant Work Product in a form reasonably acceptable to the Foundation.

(C) Except as stated in Paragraph 6(A) herein, and as you may be otherwise notified by the Foundation, it is the Foundation's policy not to ordinarily use the license granted herein if the Grant Work Product is otherwise made widely available through a means and on terms (including any cost to the public and timeliness of publication) satisfactory to the Foundation. Under the Foundation's Policy, the Foundation will consider also releasing such license at the request of your organization if it is demonstrated to the Foundation's satisfaction that such release is necessary in connection with a publication or distribution plan that will make the Grant Work Product widely available at a reasonable or little cost, such as through scholarly publication, open access journals, or use of a suitable Creative Commons license.

(D) In connection with the narrative reports required to be submitted in the GMS under this agreement, your organization will be required to address a series of questions related to intellectual property that are available on the narrative report form in the GMS.

7. USE OF NAME: Your organization acknowledges that the name and mark "John D. and Catherine T. MacArthur Foundation" and all variations thereof and any other names and marks comprising the name

or mark "MacArthur" (the "**MacArthur Name**"), are the sole and exclusive property of the Foundation, that any and all uses of the MacArthur Name by your organization shall inure solely to the benefit of the Foundation, and that your organization shall not acquire any right, title or interest in any MacArthur Name. All uses of any MacArthur Name by your organization in any manner shall be subject to inspection by and approval of the Foundation, which approval may be granted or withheld in the sole and absolute discretion of the Foundation. Upon termination of this agreement, or at the request of the Foundation at any time, your organization shall immediately discontinue and forever thereafter desist from any and all use of any MacArthur Name and shall either destroy or deliver to the Foundation, at no charge to the Foundation, stationery, brochures, proposed paid media and other similar materials bearing any MacArthur Name that then are in the possession or control of your organization.

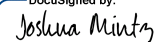
8. PUBLICATIONS: Two copies of any publications produced or disseminated wholly or in part with these grant funds will be furnished to the Foundation. Unless otherwise notified by the Foundation, such publications should include a simple acknowledgment of the grant support from the Foundation.
9. NOTIFICATION: Your organization will promptly notify the Foundation upon the occurrence of any of the following: (i) A change in the executive director, chief executive officer, president, or comparable senior level executive of any agency that is engaged materially in the activities funded by the Foundation ("**Agency**"); (ii) receipt by the Agency of notification by another significant funder, if any, that the funder is ceasing further funding; or (iii) unless prohibited by court or agency order, the filing of a claim in any court or federal, state, or local agency alleging (a) sexual or other harassment, discrimination, a hostile work environment, or similar claims regarding the activities of the Agency; (b) financial impropriety by the Agency; or (c) breach of fiduciary obligations by senior leadership or the board of the Agency. Written notification will be given to the signatory of this agreement at the e-mail address under the signature line below.
10. WORKPLACE CONDUCT STANDARDS: (A) Your organization represents that it aspires to a tolerant and civil workplace, one that is free of discrimination, harassment, and misconduct of any kind. Your organization further represents that it has in place or is committed to putting in place policies, procedures, or practices that will help ensure a tolerant and civil workplace, including the following: Staff training regarding workplace misconduct; mechanisms for complaints to be made to an impartial person; fair processes for investigation and adjudication; and prohibitions against retaliation against persons making good faith complaints.  
  
(B) In the event the Foundation learns of allegations of workplace misconduct as a result of notification by your organization or by third parties, your organization agrees to cooperate with reasonable requests of the Foundation to understand the policies, procedures, and practices in place and what steps were taken in response to the allegations. In making such requests, the Foundation is not seeking to determine the truth or falsity of the underlying allegations and is not accepting any such allegations as true. If the Foundation concludes that your organization lacks the necessary workplace protections or has failed to adhere to appropriate practices in its investigation, the Foundation may take such action as is appropriate under the circumstances, including suspending future grant payments until your organization has implemented additional steps to addressing the situation or, in extreme cases, terminating the grant. Prior to taking any action, the Foundation will discuss with you the proposed course of action and provide your organization an opportunity to respond and suggest corrective action.
11. EVALUATING OPERATIONS: The Foundation may monitor and conduct an evaluation of operations under this grant, which may include a visit from Foundation personnel to observe your organization's program, discuss the program with your organization's personnel, and review financial and other records and materials connected with the activities financed by this grant.
12. FOUNDATION GRANT REPORTS: The Foundation may include basic information about this grant through a variety of public channels, including press releases, publications, videos, social media, and the Foundation's website. If there are special considerations concerning the public announcement of this grant at your organization, if you plan to issue a public announcement of the grant, or if you would like to coordinate a public announcement of the grant with the Foundation's announcement, please reach out to Communications at the Foundation.
13. RIGHT TO DISCONTINUE FUNDING, RESCIND PAYMENTS, AND REQUIRE RETURN OF UNSPENT FUNDS: The Foundation may, in its sole discretion, discontinue or suspend funding, rescind payments made or demand return of any unspent funds based on any of the following: (a) the written reports required herein are not submitted to the Foundation on a timely basis, (b) the reports do not comply with the terms of this agreement or fail to contain adequate information to allow the Foundation to determine the funds have been used for their intended charitable purposes, (c) grant funds have not been used for their intended charitable purposes or have been used inconsistent with the terms of this agreement, (d) the Foundation

is not satisfied with the progress of the activities funded by the grant, (e) the purposes for which the grant was made cannot be accomplished, (f) making any payment might, in the judgment of the Foundation, expose the Foundation to liability, adverse tax consequences, or constitute a taxable expenditure, or (g) failure to report performance measures in a timely manner. The Foundation will provide notice of any determinations made under this paragraph. In the event the Foundation takes action permitted by this paragraph solely based on (d) and (e), and your organization provides documentation that it has incurred obligations consistent with the terms of the grant in good faith reliance on the grant agreement and the Approved Budget, the Foundation will consider in good faith permitting grant funds to be used to pay such obligations.

14. **RIGHT TO RECOVER SPENT FUNDS:** Your organization will repay the Foundation, upon demand, the amount of any funds spent for purposes inconsistent with or contrary to the grant agreement or the Approved Budget.
15. **U.S. TAX STATUS:** By countersigning this agreement, your organization confirms that it is a governmental entity. If such status changes during the course of this grant, your organization hereby agrees to notify the Foundation and, upon request, promptly return any unspent grant funds to the Foundation as of the date of such change.
16. **MODIFICATION OF TERMS:** The terms of this agreement may be modified only by an agreement signed by an officer of your organization and a corporate officer of the Foundation. Any modifications made by your organization to this printed agreement (whether handwritten or otherwise) will not be considered binding on the Foundation until written confirmation of such modification is obtained from the Foundation.
17. **HEADINGS:** The section headings in this agreement are for convenience only and are not intended, and shall not be construed, to alter, limit or enlarge in any way the scope or meaning of the language contained in this agreement.
18. **ENTIRE AGREEMENT:** This agreement represents the entire agreement between your organization and the Foundation with respect to the subject matter herein and supersedes any and all prior agreements, understandings, negotiations, representations and discussions with respect thereto. This agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.
19. **DUE AUTHORITY:** **The person(s) signing this agreement on behalf of your organization represents and warrants to the Foundation that s/he is an officer of your organization and has requisite legal power and authority to execute this agreement on behalf of your organization and bind your organization to the obligations herein.**

IN WITNESS WHEREOF, the parties have caused this agreement to be executed as of the day and date first written above.

**JOHN D. AND CATHERINE T.  
MacARTHUR FOUNDATION**

DocuSigned by:  
  
C5D13B7643314D2...

By: \_\_\_\_\_  
Joshua J. Mintz  
Its: Vice President, General Counsel, and Secretary  
E-Mail: [jmintz@macfound.org](mailto:jmintz@macfound.org)

**COUNTY OF LOS ANGELES, CALIFORNIA**

By: \_\_\_\_\_  
*Signature*

Its: \_\_\_\_\_  
*Title*

Acceptance Date: \_\_\_\_\_

**Payment should be made payable to COUNTY OF LOS ANGELES, CALIFORNIA**

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*To facilitate receipt of the grant funds:*

(1) Please upload the fully-signed agreement (and attachments) to the Foundation's Grants Management System.

(2) Please complete, sign, and return the MacArthur Electronic Payment Authorization Form by e-mail to [MacFinanceGrantees@macfound.org](mailto:MacFinanceGrantees@macfound.org). The MacArthur Electronic Payment Authorization Form can be downloaded from the Document Library of the Foundation's Grants Management System.

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**ATTEMPTS TO INFLUENCE LEGISLATION  
BY MacARTHUR FOUNDATION GRANTEES**

Under United States law, MacArthur Foundation grant monies may not be used to pay for attempts to influence legislation, unless they qualify under certain specific exceptions. (These laws do not affect how grantees may spend money received from other sources.) This paper will generally describe what activities are regarded as attempts to influence legislation and some of the exceptions available. Also, attached is a chart describing some permissible and prohibited public policy activities.

**Lobbying**

Attempts to influence legislation, commonly known as lobbying, may be of two types, direct or indirect:

*Direct Lobbying*

Direct lobbying refers to certain communications directly with government personnel who are involved in the legislative process. They may be legislators or employees of legislative bodies, or other government personnel who participate in the formulation of the legislation concerned.

A communication with these government personnel will be lobbying only if it both refers to specific legislation and indicates a view on that legislation.

*Indirect Lobbying*

Indirect (or "grass roots") lobbying refers to communications with members of the general public. Certain "public relations" or educational activities may constitute indirect lobbying, and others will not.

Indirect lobbying communications include only communications that (1) refer to specific legislation, (2) indicate a view on the legislation, and (3) encourage the recipient of the communication to take action with respect to the legislation.

*Specific Legislation*

"Specific legislation" includes both legislation that has already been introduced in a legislative body and a specific legislative proposal.

*Legislation*

Legislation refers only to action by a legislative body -- such as a congress, senate, chamber of deputies, house of representatives, state legislature, local council or municipal chamber of representatives -- or by the public in a referendum or similar procedure. Legislation of

the United States or any other country or of any local government is included.

Legislation also includes proposed treaties required to be submitted by the President of the United States to the Senate for its advice and consent from the time the President's representative begins to negotiate its position with the prospective parties to the proposed treaties.

Action by an executive or by a judicial or administrative body does not constitute legislation, so attempts to influence such action do not constitute lobbying.

*Encouraging Recipient to Take Action*

A communication may encourage the recipient to take action with respect to legislation, and therefore meet the third test for indirect lobbying, in any one of the following four ways:

1. It may state that the recipient should contact a legislator (or other government official or employee who may be involved in the legislation).
2. It may state the address, telephone number, or similar information of a legislator or an employee of a legislative body.
3. It may provide a petition, tear-off postcard, or similar materials for the recipient to send to a legislator or other government official or employee.
4. It may specifically identify one or more legislators who will vote as:
  - a. opposing the communication's view with respect to the legislation,
  - b. undecided about the legislation,
  - c. the recipient's legislative representative, or
  - d. a member of the legislative committee that will consider the legislation.

**Exceptions**

There are a few specific exceptions from prohibited lobbying. The most important of these for MacArthur Foundation grantees are the exception for examinations and discussions of broad social, economic, and similar problems and the exception for nonpartisan analysis, study, or research.

A communication regarding broad social, economic, and similar problems will not constitute lobbying, even if the problems discussed are of a type with which government would be expected to deal eventually. Accordingly, it is permissible to speak to

legislators or the general public about problems that the legislature should address. These communications may not, however, discuss the merits of a specific legislative proposal or directly encourage recipients to take action with respect to the legislation.

Nonpartisan analysis, study, or research means an independent or objective exposition of a particular subject matter. It may advocate a particular position or viewpoint, so long as there is a full and fair discussion of the pertinent facts, which is sufficient to enable an individual to form an independent opinion or conclusion.

The results of nonpartisan analysis, study, or research may indicate a view on specific legislation, and they may be communicated to a legislator or government official or employee involved in the legislative process. They may not, however, be communicated to members of the general public with a direct encouragement to the recipient to take action with respect to the legislation.

A grantee may not use the nonpartisan analysis, study, or research exception, such as by omitting the direct encouragement to take action, and then later use the communication for lobbying purposes. If it does, and if the

grantee's primary purpose in preparing the original communication was for use in lobbying, the amounts spent to prepare the original communication will be treated as funds used for lobbying.

### **Related Issues**

The use of any MacArthur Foundation grant monies to participate in any political campaign on behalf of or in opposition to any candidate for public office is also prohibited by United States law. This applies to elections both inside and outside the United States.

Also, no MacArthur Foundation grant monies may be used to make any payments that would be illegal under local law, such as to offer money to a public official to perform an official action or to omit or to delay an official action.

### **Questions**

If you have any questions regarding the rules discussed in this memorandum, or if you would like further information please contact the Office of the General Counsel, at the John D. and Catherine T. MacArthur Foundation, 140 South Dearborn Street, Chicago, Illinois 60603-5285, U.S.A.; telephone (312) 726-8000.

## **PERMISSIBLE AND PROHIBITED ACTIVITIES**

### ***Some Permissible Public Policy Activities***

1. Meetings with or letters to government officials, including legislators, about a problem needing a legislative solution, so long as there is either no reference to specific legislation or no view expressed on specific legislation.
2. Communications with members of the general public about a social problem, so long as there is either no reference to specific legislation, no position taken on the legislation or no encouragement of the public to contact legislators or other government personnel concerning the legislation.
3. Meetings with or letters to government personnel other than legislators or their staff (such as mayors, governors or their staff) about specific legislation if the personnel contacted are not participating in formulating the legislation.
4. Efforts to influence regulations or other actions of an executive, judicial or administrative body.
5. Public interest lawsuits.
6. Communications directly to legislators or their staff regarding legislation that might affect the communicating organization's existence, powers and duties, or its exemption from taxes.
7. Responding to written requests from a legislative body or committee (but not one legislator) for technical advice or assistance on particular legislation.
8. Communicating the results of nonpartisan analysis, study or research on a legislative issue, so long as there is no direct encouragement of members of the general public to contact legislators or other government personnel concerning the legislation.

### ***Some Prohibited Public Policy Activities***

1. A letter to or meeting with a legislator encouraging the legislator to vote either for or against specific legislation or to submit a specific legislative proposal to the legislature.
2. An advertisement or pamphlet encouraging people to contact their legislators and to urge them to vote for or against specific legislation.
3. A public meeting where individuals are asked to sign a petition urging legislators to vote for or against specific legislation.
4. Publishing articles and producing radio and television broadcasts urging recipients to become involved in a political campaign on behalf of or in opposition to a candidate.
5. Preparing a fact sheet for a legislative committee describing one view of proposed legislation important to an organization's objectives, when such fact sheet has not been requested in writing by the committee.

## ELECTIONEERING ACTIVITIES

This document provides guidance regarding the rules prohibiting participation in political campaigns. This overview is simplified for educational purposes. It is not legal advice and should not be relied on as such. Your organization should consult qualified legal counsel with questions.

The general rules are clear and easy to state: **Organizations described in section 501(c)(3) of the Internal Revenue Code -- or their equivalent as determined in accordance with applicable law -- may not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office.** For ease of reference, this general prohibition will be referred to as “electioneering activities”. The MacArthur Foundation is a section 501(c)(3) private foundation and it is subject to the prohibition on the use of its funds for electioneering activities (and lobbying).

There are no bright line rules defining electioneering activities, although they generally arise when there is (1) a candidate,<sup>1</sup> (2) that candidate is seeking public office, and (3) the activities involve participation or intervention in the candidate’s political campaign. The IRS applies a “facts and circumstances” test to determine whether an activity constitutes campaign intervention. **Nonpartisan voter education is not treated as campaign intervention.** Educational activities include “the instruction or training of the individual for the purpose of improving or developing his capabilities.” Educational activities also must present “a sufficiently full and fair exposition of the pertinent facts.”

To help evaluate whether a particular activity involves prohibited political campaign intervention, the following chart compares examples of situations in which the IRS has ruled that an activity constitutes prohibited campaign intervention with examples involving nonpartisan voter education:

Political Campaign Intervention	Nonpartisan Voter Education
<b>Basic Advocacy</b>	
Expressly advocating for the election or defeat of an identified candidate or party, including through the use of code words or issues that are clearly associated with one candidate or party.	Providing neutral information about candidates, such as posting links to each candidate’s official campaign websites if the links are presented on a consistent neutral basis for each candidate with text saying, “For more information on Candidate X, you may consult ____.”

<sup>1</sup> A candidate is defined under Section 1.501(c)(3)-1(c)(3)(iii) of the Treasury Regulations as “an individual who offers himself, or is proposed by others, as a contestant for an elective public office, whether such office be national, State, or local.”

## Electioneering Activities

Political Campaign Intervention	Nonpartisan Voter Education
<b>Guides on Voter Issues and Voting Records</b>	
<p>Publishing a single-issue voter guide reflecting candidates' positions on an area of interest to the organization. [<b>Consequently, a voter guide that reflected a candidate's position on only a single issue related to corruption would be problematic.</b>]</p> <p>Preparing voter guides that convey a bias regarding candidates' positions on certain issues and distributing the guides to particular congressional districts close to the date of the election.</p>	<p>Publishing and making widely available the results of a questionnaire identifying the candidates' positions on a broad range of issues selected by the organization solely on the basis of their importance and interest to the electorate as a whole.</p> <p>Publishing and making widely available a compilation of voting records of Congressional members on a broad range of subjects when there is <b>no editorial opinion</b> and the content and structure of the publication do not imply approval or disapproval of any Congressional members or their voting records.</p> <p>Publishing a summary of the voting records of all incumbent members of Congress on selected legislative issues that are important to the organization, along with the organization's position on those issues, when there is limited distribution, no attempt to target distribution to areas where there are elections, and the timing coincides with the end of congressional sessions (the guide also included a caveat about judging the qualifications of an incumbent based on a few selected votes).</p>
<b>Get Out the Vote Efforts</b>	
<p>Calling registered voters before an election, emphasizing the importance of particular issues, asking about the voters' views on those issues, and only engaging voters whose views are favorable to the organization's positions.</p>	<p>Conducting or funding "get out the vote" drives that treat all voters equally, regardless of party affiliation or candidate preference (if known).</p> <p>The IRS has also ruled that an organization can focus voter education and outreach efforts on women voters, particularly in minority communities, through a variety of public events and locations if the organization provides assistance to anyone who requests it, regardless of party affiliation, and the organization does not comment on any candidate's qualifications and does not rate any candidates.</p>
<b>Candidate Forums and Debates</b>	
<p>Holding a candidate forum that involves biased questioning procedures.</p>	<p>Sponsoring candidate debates or forums that include all qualified candidates if the moderator's questions cover a range of issues and do not reflect a bias for or against a candidate.</p>

## Electioneering Activities

Political Campaign Intervention	Nonpartisan Voter Education
Use of Resources and Facilities	
<p>Permitting directors, officers, and employees to use the organization's resources (e.g., email or mailing list) to engage in campaign activities, even if these directors, officers, and employees are only supporting the campaign in their personal capacities.</p> <p>Offering special support, services, or resources (e.g., reviewing issue papers) to one campaign, without making such support or services available on an even-handed basis to all candidates and failing to charge fair market value for such support or services.</p>	<p>Permitting directors, officers, and employees to engage in political campaign activities on a <b>personal basis</b> so long as they do not use the organization's resources (e.g., email or mailing list) to engage in campaign activities.</p> <p>Making the organization's facilities and other resources available to individuals or groups for political campaign purposes, provided they are made available on the same basis as to non-political groups or individuals, the organization doesn't promote or endorse the event, and ensures the facilities are equally available to all candidates and political parties.</p>
Rating Candidates	
<p>Rating candidates for elective public office, even if there is no mention of the candidates' party affiliation and the ratings are based on a standard of professional competence (e.g., approved as highly qualified, approved, or not approved) as opposed to a comparison of candidates.</p> <p>This can include hosting a platform for members of the public to learn more about candidate positions and express their preferences for candidates and publishing the ratings.</p>	<p>Hosting a platform for members of the public to listen to candidate positions and express their preferences for candidates without publishing or otherwise making available the ratings.</p>
Appearances at Public Meetings and Events	
<p>Acknowledging the presence of an elected official who is also a candidate at a public event and highlighting the importance of his or her re-election in order to advance an issue.</p>	<p>Referencing the presence of an elected official who is a candidate attending a meeting or event without referencing that person's candidacy or the election.</p>

The following are additional activities that are **impermissible** under the rules:

- Candidate pledges, such as asking candidates to sign pledges (or covenants) to support your issue.
- Making financial contributions to candidates.
- Expressly advocating a vote for or against a candidate.
- Increasing the amount or volume of criticism of sitting officials who are also candidates in close proximity to an election.
- Endorsing a candidate.
- Making campaign contributions or expenditures on behalf of candidates.
- Restricting rental of mailing lists or facilities to only certain candidates or engaging in such business transaction for the first time with candidates.
- Publishing or communicating anything that explicitly or implicitly favors or opposes a candidate.

## Electioneering Activities

- Criticizing sitting legislators or other elected officials by attacking their personal characteristics or attacking them in their status as a candidate.

### Acting in a Personal Capacity

While 501(c)3 organizations cannot intervene in political campaigns, individuals that may be associated with the organization can in their personal capacity intervene in campaigns. It becomes very important, however, for the individual to be clear that he or she is acting as an individual and not on behalf of the organization. Written or spoken disclaimers indicating that the actions or words are in a personal capacity are critical to making the distinction especially if the individual occupies a high-profile place in the organization. In addition, the resources of the organization should not be used to advance the individual's political activity. This means the following types of resources or equipment belonging to the organization should not be used by the individual to further his/her own political activity: machines, phones, computers, mailing lists, email, office space, newsletters, internal communications or stationary among other items.

### Conclusion

This overview provides some examples of how the IRS has distinguished between political campaign intervention and nonpartisan voter education to help grantees comply with the Foundation's prohibition on the use of grant funds for political campaign activities. It is important to note that some of these activities may also intersect with the Foundation's prohibition on the use of funds for lobbying activities. In these cases, the grantee should ensure that the activities qualify under a relevant exception to the lobbying rules, such as the exceptions for nonpartisan analysis and research or the examination and discussion of broad social, economic, or other issues.

# Policy Regarding Intellectual Property Arising Out of Foundation Grants

## Introduction

Foundation grants often result in tangible products, such as reports, papers, research, software, data sets, curriculum, books, film or television documentaries, or radio programs ("Grant Work Product"). This Policy articulates the principles guiding the Foundation's approach to the ownership and use of Grant Work Product. It addresses specifically the ownership, use, copyright to, distribution and licensing of the Grant Work Product arising from project grants by balancing the interests of the Foundation with the interests of the grantee and other interested parties.

Recipients of general operating support grants are expected to have policies in place reasonably consistent with the underlying philosophy and principles reflected in this Policy.

The Foundation is cognizant that fast-evolving technological advances are impacting the manner and method by which knowledge in whatever form can be protected and distributed and the Foundation will evaluate this policy in light of this understanding. The attached glossary defines certain underscored terms used in this Policy.

## Policy

The Foundation's policy is to ensure that use of the Grant Work Product furthers charitable purposes and benefits the public. To that end, the Foundation seeks prompt and broad dissemination or availability of the Grant Work Product at minimal cost to the public or, when justified, at a reasonable price. Distribution at a reasonable price may be justified when integral to the business plan and sustainability of a charitable organization or when the Foundation is satisfied that net revenues derived from the distribution will be used for charitable purposes.

- Grant Work Product should, whenever feasible, be licensed under a Creative Commons license appropriate for the circumstances or other similar scheme that provides for wide distribution or access to the public.
- Software created with grant funds should be ordinarily licensed under an open source license.
- The Foundation also expects openness in research and freedom of access to research results and, when feasible, to the underlying data by persons with a serious interest in the research. This means that grant-funded impact studies should generally be registered in a field-appropriate registry, preferably before data are collected or at least before statistical analyses are performed.

The Foundation recognizes there may be circumstances where limited or delayed dissemination of Grant Work Product, delayed or non-registration of impact studies, or limited or delayed access to data may be appropriate to protect legitimate interests of the grantee, other funders, principal investigators or participants in research studies. Such circumstances will be evaluated on a case-by-case basis.

We will apply these same general principles to our contract-funded evaluation work and make the relevant information available under our Policy on Information Sharing.

Ownership of intellectual property rights (including copyright and patent rights) should not be used to limit or deny access to the Grant Work Product, to result in exclusive use of such Grant Work Product, or to create revenue that is not used substantially for charitable purposes. Copyright to or patent rights in the Grant Work Product will ordinarily remain with the grantee, but the Foundation will be granted a no-cost assignable license to use or publish the Grant Work Product consistent with this Policy. The Foundation may forego or limit the requirement of a license if the Foundation is reasonably satisfied that other appropriate arrangements will be implemented that will assure the goals of this Policy.

In all instances, the Foundation will agree to suitable terms at the time a grant is made based on the facts to ensure the objectives of the Policy are met while respecting appropriate interests of others.

This Policy was initially adopted by the Foundation on September 18, 2008. It was last revised on September 10, 2015 and applies to grants awarded after that date.



## **Glossary**

**Creative Commons License:** A license that allows creators of intellectual property to retain copyright while allowing others to copy, distribute, and make some uses of their work — at least non-commercially. <http://creativecommons.org/licenses/>

**Data:** All materials created during the research process including raw data and metadata required to replicate and assess the trustworthiness of reported findings in their entirety.

**Impact Study:** A study that investigates how an intervention affects outcomes based on a model of cause and effect. It requires a credible counterfactual (typically, a control group or a comparison group) of what those outcomes would have been in the absence of the intervention. An impact study must control for factors other than the intervention that might account for the observed change.

**Open Source License:** A license that allows software or other products to be used, modified, and shared under defined terms and conditions.

**Registry:** An access point for collaborators, other scholars, students, and the interested public that provides links to data sets, survey instruments, impact studies, and experimental protocols. The purpose is to enhance the transparency and quality of research/evaluations studies funded by foundations.

**Research:** The general field of disciplined investigation, covering the humanities, the sciences, jurisprudence, evaluation and so on.

**Source:** Evaluation Thesaurus. Michael Scriven.