



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

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PETER HUGHES
KAREN LOQUET
CONNIE YEE

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

September 15, 2021

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

33 September 15, 2021

CELIA ZAVALA
EXECUTIVE OFFICER

Dear Supervisors:

**REQUEST AUTHORIZATION TO EXECUTE SOLE SOURCE CONTRACT
AMENDMENT NUMBER EIGHT WITH CGI TECHNOLOGIES AND SOLUTIONS INC.
FOR eCAPS/eHR SOFTWARE MAINTENANCE SERVICES
(ALL SUPERVISORY DISTRICTS) (3 VOTES)**

**CIO RECOMMENDATION: APPROVE (X) APPROVE WITH MODIFICATION ()
DISAPPROVE ()**

SUBJECT

The Department of Auditor-Controller (A-C), Department of Human Resources (DHR), Chief Executive Office (CEO), Internal Services Department (ISD), and Chief Information Officer (CIO) request authorization to execute sole source Amendment Number Eight to the Auditor-Controller's Services and License Agreement (SLA) with CGI Technologies and Solutions Inc. (CGI) for software maintenance of the enterprise financial and human resources software applications and related services.

IT IS RECOMMENDED THAT THE BOARD:

1. Delegate authority to the Auditor-Controller to execute the attached Amendment Number Eight (Amendment) to the Auditor-Controller's SLA with CGI for software maintenance of the enterprise financial and human resources applications (eCAPS and eHR). The software maintenance fee is a fixed amount of \$6,444,536, effective upon execution of your Board of Supervisors (Board) from October 1, 2022 through September 30, 2024.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since the original Board approved contract in 2004, the contract amendment has included the administrative systems development and implementation needs. Between 2004 and 2021, the eCAPS and eHR web-based enterprise applications have been established as the integrated core financial and human resources management administrative systems for all County departments. These enterprise systems have successfully delivered the critical financial, budget, procurement, inventory, capital assets, debt, contract, payroll and human resources management functionality to support the daily operations of all County departments.

The eCAPS/eHR Project (Project) has successfully completed all the major events associated with the established goals and objectives of the Phases I, II, III, IV, V, and VI of the Project on time and within budget. The success of the Project has provided a solid foundation for the County's integrated financial and human resources administrative systems. However, it is critical that we evaluate whether we should continue to upgrade these systems with our current vendor, or if we should determine if there are alternate systems that may provide less customization and a better solution for our County.

The current SLA expires on September 30, 2022, and to provide time to evaluate our alternatives, we are requesting to extend the existing software maintenance services for an additional two years. For securing the additional software maintenance services, the current schedule of the SLA needs to be extended through September 30, 2024, and the current contract amount of the SLA needs to be increased by \$6,444,536.

CGI has also included 600 discretionary consulting services hours at no additional cost to the County with this Amendment. At the County's discretion and in mutual agreement with CGI, the County can use these hours for implementing new initiatives and/or addressing high priority issues for eCAPS and eHR. These hours can be used by the County upon the approval of this Amendment through September 30, 2024. This Amendment will build upon that strong foundation and continue to support the County's business requirements.

Software Maintenance for eCAPS/eHR System (Board Action #1 - \$6,444,536)

Under the Amendment, the County will receive standard software maintenance services for the County's integrated financial and human resources administrative systems from October 1, 2022 through September 30, 2024.

Implementation of Strategic Plan Goals

The services provided under this contract support County Strategic Plan Goals of Service Excellence, Workforce Excellence, Organizational Effectiveness, and Fiscal Responsibility. In addition, the Amendment extends the development and capabilities of the County's enterprise financial and human resources applications in a manner that provides a solid foundation for improved management information and efficiencies in the County's business operations.

FISCAL IMPACT/FINANCING

CGI has agreed to maintain their current annual maintenance pricing of \$3.2 million per year, for a total of \$6,444,536 for the period of October 1, 2022 through September 30, 2024. Detailed amounts for each year are described in Table 3 (Attachment I).

The ongoing ISD operating costs for server hosting and storage expenses are not included in this Board Letter and are projected to be covered under the Auditor-Controller's Integrated Applications Budget.

The projected cost under this Amendment, are as described below:

- I. Services and License Agreement (SLA) Amendment Number Eight - \$6,444,536

The Amendment is comprised of the component listed in Table 1: Requested Amendment Number Eight (Board Action #1). See Attachment I, List of Tables.

The Amendment, increases the Contract Total to \$265,709,026 (\$259,264,490 + \$6,444,536), as set forth in the Table 2: CGI Services and License Agreement. See Attachment I, List of Tables.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended sole source Amendment Eight with CGI follows the same contractual structure as the existing eCAPS contract and in Amendment Number One through Amendment Number Seven.

Amendment Eight includes the revised contract language, appendices, and exhibits for the additional two years of software maintenance for the eCAPS and eHR applications. All other provisions of the SLA remain intact and unaffected by the proposed Amendment.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval," the Office of the Chief Information Officer (OCIO) reviewed the information technology (IT) components of this request and recommends approval. The OCIO determined this recommended action does not include any new IT items that would necessitate a formal written CIO Analysis.

CONTRACTING PROCESS

On July 28, 2021, the Auditor-Controller notified the Board of its intent to enter negotiations and, ultimately, for the authority to execute a sole source Amendment with CGI.

The Department is requesting for the extension of licensing and maintenance services for an additional two years. Our vendor, CGI, is the only provider of the Advantage ® products and provider of the maintenance services. County Counsel provided direction on the Amendment and reviewed all proposed documents.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Authorization to execute the proposed Amendment will continue to support the County's financial and human resources management enterprise systems administered and operated by the A-C, DHR, ISD, and CEO. It also promotes process efficiency and effectiveness by bringing the County to a level of stability to support the expansion of the County's enterprise-wide system in the future in the event of changes to the County's business requirements.

CONCLUSION

Please return two adopted copies of this Board letter to the Executive Office, Board of Supervisors. It is requested that the Executive Office, Board of Supervisors return one stamped copy of the approved Board letter to the Auditor-Controller's Executive Office.

Respectfully submitted,



ARLENE BARRERA
Auditor-Controller

Reviewed by:



PETER LOO
Acting Chief Information Officer

AB:OV:KL:PL

Enclosures

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel
Budget Deputies
Department of Human Resources
Internal Services Department
Countywide Communications

**eCAPS/e-HR Project Software Maintenance
Department of Auditor-Controller/CGI Technologies and Solutions, Inc.
Amendment Number Eight**

List of Tables

Table 1: Requested Amendment Number Eight
(Board Actions #1)

Category	Amount
Software Maintenance (Board Action # 1)	\$6,444,536
CGI Amendment Number Eight Total	\$6,444,536

Table 2: CGI Services and License Agreement

	Original Contract Plus Amendments 1-7 (April 2004 – Sept. 2022)	Amendment #8 (Oct 2022 – Sept. 2024)	Total SLA Contract 2004 – 2024
Implementation Services	\$167,249,571	\$0	\$167,249,571
County Contingency	\$30,255,801	\$0	\$30,255,801
Total Services	\$197,505,372	\$0	\$197,505,372
Total Maintenance	\$61,759,118	\$6,444,536	\$68,203,654
Total Services and License Agreement	\$259,264,490	\$6,444,536	\$265,709,026

Table 3: Amendment Number Eight
Budget Authorization by Maintenance Year

Maintenance Year	eCAPS and eHR	Talent Management	A-C/DHR CGI Contract Amendment #8	Annual Funding Requirement
Year 18 (10/1/2022 – 9/30/2023)	\$2,401,189	\$821,079	\$3,222,268	\$3,222,268
Year 19 (10/1/2023 – 9/30/2024)	\$2,401,189	\$821,079	\$3,222,268	\$3,222,268
Total	\$4,802,378	\$1,642,158	\$6,444,536	\$6,444,536

AMENDMENT NUMBER EIGHT

TO

SERVICES AND LICENSE AGREEMENT

BETWEEN

COUNTY OF LOS ANGELES

AND

CGI TECHNOLOGIES AND SOLUTIONS INC.

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AMENDMENT NUMBER EIGHT TO SERVICES AND LICENSE AGREEMENT

This Amendment Number Eight to the Services and License Agreement ("Amendment Number Eight") is executed as of September 15, 2021 (the "Amendment Number Eight Effective Date"), by and between the County of Los Angeles in the State of California ("COUNTY") and CGI Technologies and Solutions Inc. (formerly, CGI-AMS Inc.), a Delaware corporation ("CGI"), with reference to the following facts.

Recitals

A. COUNTY and American Management Systems, Incorporated, a Delaware corporation, entered into that certain Services and License Agreement as of April 6, 2004 (the "SLA"), for the delivery of a System, as defined therein.

B. The SLA, as amended under the previous seven (7) amendments and 95 Change Notices, is hereinafter referred to as the "Agreement". A schedule of such amendments and Change Notices is attached hereto as Exhibit J (Schedule of Contract Amendments and Change Notices) and is incorporated herein by this reference.

C. The parties now wish to supplement and amend the Agreement in order to provide for the performance of additional standard maintenance services.

NOW, THEREFORE, in consideration of the foregoing facts and the mutual covenants set forth herein, and pursuant to Paragraph 6 (Change Notices and Amendments) of the Agreement, COUNTY and CGI hereby agree to amend the Agreement as follows.

1. Definitions

Capitalized terms used, but not defined in this Amendment Number Eight, will have the meanings indicated for them in the Agreement.

2. Increase in Project Price and Contract Sum

The initial paragraph of Subparagraph 7.1 (General) of Paragraph 7 (Project Price; Contract Sum) of the Agreement is hereby deleted in its entirety and is replaced with the following new initial paragraph to read as follows:

"The Project Price shall be the total fixed monetary amount payable by COUNTY to CGI for supplying the software licenses, tasks, subtasks, Deliverables, services and other work required under this Agreement, provided that nothing herein shall be deemed to preclude COUNTY from unilaterally increasing the Project Price in connection with any executed Change Notices under Subparagraph 6.2 or any Other Professional Services under Subparagraph 7.5 (Other Professional Services). Deliverables completed by CGI must be Accepted in writing by COUNTY. If COUNTY does not Accept a Deliverable in writing or Provisionally Accept such Deliverable, no payment shall be due to CGI for that Deliverable or any associated Milestone. The Project Price, which includes applicable taxes, transportation and other charges hereunder, authorized by COUNTY is Two

Hundred Sixty One Million Five Hundred Seven Thousand Five Hundred Thirty Three Dollars (\$261,507,533). Except in accordance with a properly executed Change Notice, the Project Price shall not be adjusted for other costs or expenses whatsoever of CGI. Except in accordance with a properly executed Change Notice, COUNTY shall have no other financial obligation to CGI hereunder or arising herefrom. Notwithstanding anything to the contrary, the Project Price may not be increased (e.g., pursuant to one or more Change Notices) beyond the Contract Sum without authorization from COUNTY's Board of Supervisors, and any purported increase beyond the Contract Sum shall be deemed void and of no force or effect. As used herein, the term "Contract Sum" shall mean Two Hundred Sixty Five Million Seven Hundred Nine Thousand Twenty Six Dollars (\$265,709,026).

3. Rates for Other Professional Services

Exhibit C (Rates for Other Professional Services) of the Agreement is hereby deleted in its entirety and is replaced with a new Exhibit C (Rates for Other Professional Services), a true and correct copy of which is attached to this Amendment Number Eight and incorporated herein by this reference.

4. License Provisions

Effective April 1, 2019, Appendix A (License Materials and Additional Terms) to Exhibit H (License Provisions) of the Agreement shall be deleted in its entirety and shall be replaced by a new Appendix A (License Materials and Additional Terms) to Exhibit H (License Provisions), a true and correct copy of which is attached to this Amendment Number Eight and incorporated herein by this reference.

5. Maintenance Provisions

Effective April 1, 2019, Exhibit E (Maintenance Provisions) of the Agreement shall be deleted in its entirety and shall be replaced by a new Exhibit E (Maintenance Provisions), a true and correct copy of which is attached to this Amendment Number Eight and incorporated herein by this reference.

6. Advantage Standard Maintenance and Managed Advantage Lite Fees

Paragraph 7 (Project Price; Contract Sum) of the Agreement is hereby deleted in its entirety and is replaced by the following a new Subparagraph 7.7 (Advantage Standard Maintenance and Managed Advantage Lite Fees) and table at the end thereof to read as follows:

"7.7 Advantage Standard Maintenance and Managed Advantage Lite Fees

The Standard Maintenance Fees, Managed Advantage Lite Fees, and the Managed Advantage Lite Upgrade Fees to achieve steady state operations for the Additional Maintenance Period are as follows:

Additional Maintenance Period	Advantage Standard Maintenance Fees	Managed Advantage Lite and Ultra Lite Fees	Managed Advantage Lite Upgrade Fees	Managed Advantage Lite Transition Services	Total Maintenance Fees
Maintenance Period – Year 8 10/1/2012 - 9/30/2013	\$2,385,000	\$1,260,000	\$1,390,000	-	\$5,035,000
Maintenance Period – Year 9 10/1/2013 - 9/30/2014	\$2,810,000	\$1,260,000	\$560,000	-	\$4,630,000
Maintenance Period – Year 10 10/1/2014 - 9/30/2015	\$2,938,482	\$1,260,000	Not Applicable	-	\$4,198,482
Maintenance Period – Year 11 10/1/2015 - 9/30/2016	\$2,776,852	\$1,260,000	Not Applicable	-	\$4,036,852
Maintenance Period – Year 12 10/1/2016 - 9/30/2017	\$3,125,859	\$1,260,000	Not Applicable	-	\$4,385,859
Maintenance Period – Year 13 10/1/2017 - 9/30/2018	\$3,241,214	\$1,260,000	Not Applicable	\$995,247	\$5,496,461
Maintenance Period – Year 14 10/1/2018 - 9/30/2019	\$3,173,632	\$329,373	Not Applicable	\$663,503	\$4,166,508
Maintenance Period – Year 15 10/1/2019 - 9/30/2020	\$3,191,673	Not Applicable	Not Applicable	-	\$3,191,673
Maintenance Period – Year 16 10/1/2020 - 9/30/2021	\$2,726,599	Not Applicable	Not Applicable	-	\$2,726,599
Maintenance Period – Year 17 10/1/2021 - 9/30/2022	\$3,222,268	Not Applicable	Not Applicable	-	\$3,222,268
Maintenance Period – Year 18 10/1/2022 - 9/30/2023	\$3,222,268	Not Applicable	Not Applicable	-	\$3,222,268
Maintenance Period – Year 19 10/1/2023 - 9/30/2024	\$3,222,268	Not Applicable	Not Applicable	-	\$3,222,268
Total Maintenance Fees	\$36,036,115	\$7,889,373	\$1,950,000	\$1,658,750	\$47,534,238

1/ IBM/Kenexa annual services for read-only access to the application and are covered up to 9/30/2018.

7. Limitation of Liability

Subparagraph 23.1 of Paragraph 23 (Limitation of Liability) of the Agreement is hereby deleted in its entirety and is replaced by the following new Subparagraph 23.1 and Maintenance Limitation of Liability Table to read as follows:

"23.1 Except as set forth in Subparagraph 23.2, the total aggregate liability of CGI under the Initial Project or any Subproject shall be limited to One Hundred and Fifty Percent (150%) of the total amount scheduled to be paid with respect to such Initial Project or Subproject (i.e., in the corresponding Payment Schedule).

Notwithstanding the foregoing, and except as may be limited by Subparagraph 23.2, CGI's total liability for failing to meet any or all of its obligations under the Maintenance Provisions during any one-year portion

of any Initial Maintenance Period, Extended Maintenance Period or Additional Maintenance Period shall be limited as follows:

(i) for the first one-year period of paid maintenance within the Initial Maintenance Period, all maintenance fees paid or payable for the entire Initial Maintenance Period;

(ii) for each additional one-year period thereafter within the Initial Maintenance Period, the limitation for the preceding one-year period less the annual fees paid for such preceding one-year period;

(iii) for the first year within the Extended Maintenance Period, all maintenance fees paid or payable for the entire Extended Maintenance Period;

(iv) for each additional one-year period thereafter within the Extended Maintenance Period, the limitation for the preceding one-year period less the annual fees paid for such preceding one-year period; and

(v) for each year of the Additional Maintenance Period (i.e., Year 8 to Year 19), two-times (2X) the maintenance fees payable for that current year of the Additional Maintenance Period.

By way of example, if the COUNTY purchased all Standard Maintenance and Managed Advantage Lite Support contemplated by this Amendment Number Eight, the Maintenance Fees, associated aggregate limitations of liability and applicable time periods to which they apply as described above are set forth in the following Maintenance Limitation of Liability Table:

Maintenance Limitation of Liability Table

Initial Maintenance Period	Maintenance Fee	Limitation of Liability
Year 1 – October 2005	\$ 880,097	\$12,498,578
Year 2 – October 2006	\$2,108,712	\$11,618,481
Year 3 – October 2007	\$2,457,285	\$ 9,509,769
Year 4 – October 2008	\$3,526,242	\$ 7,052,484
Year 5 – October 2009	\$3,526,242	\$ 3,526,242

Extended Maintenance Period	Maintenance Fee	Limitation of Liability
Year 6 – October 2010	\$3,852,419	\$7,705,713
Year 7 – October 2011	\$3,853,294	\$3,853,294

Additional Maintenance Period for eCAPS and eHR Beginning on the first of the Month	Combined Standard Maintenance and Managed Advantage Lite Fee	Limitation of Liability
Year 8 - October 2012	\$3,645,000	\$7,290,000
Year 9 - October 2013	\$3,770,000	\$7,540,000
Year 10 - October 2014	\$3,790,475	\$7,580,950
Year 11 - October 2015	\$3,546,852	\$7,093,704
Year 12 - October 2016	\$3,738,359	\$7,476,718
Year 13 - October 2017	\$3,742,439	\$7,484,878
Year 14 - October 2018	\$2,730,562	\$5,461,124
Year 15 - October 2019	\$2,401,189	\$4,802,378
Year 16 - October 2020	\$1,960,054	\$3,920,108
Year 17 - October 2021	\$2,401,189	\$4,802,378
Year 18 - October 2022	\$2,401,189	\$4,802,378
Year 19 - October 2023	\$2,401,189	\$4,802,378

Additional Maintenance Period for Talent Management Beginning on the first of the Month	Combined Talent Management and Hosting Fees	Limitation of Liability
Year 8 - October 2012		
Year 9 - October 2013	\$300,000	\$600,000
Year 10 - October 2014	\$408,007	\$816,014
Year 11 - October 2015	\$490,000	\$980,000
Year 12 - October 2016	\$647,500	\$1,295,000
Year 13 - October 2017	\$758,775	\$1,517,550
Year 14 - October 2018	\$772,443	\$1,544,886
Year 15 - October 2019	\$786,384	\$1,572,768
Year 16 - October 2020	\$766,545	\$1,533,090
Year 17 - October 2021	\$821,079	\$1,642,158
Year 18 - October 2022	\$821,079	\$1,642,158
Year 19 - October 2023	\$821,079	\$1,642,158

CGI and COUNTY acknowledge and agree that the limitations of liability set forth in Subparagraph 23.1(v) of Paragraph 23 (Limitation of Liability) are applicable to Amendments Number Five, Six, Seven, and Eight.

In addition to the foregoing limitations, with respect only to CGI's performance of its obligations under the Maintenance Provisions applicable

to the Additional Maintenance Period (Year 8 to Year 19) and CGI's performance under Subprojects 10, 11, 12, 13, 14, 15, 16, and 17, and any future Subprojects, in no event will CGI be liable for any consequential, special, incidental, indirect, exemplary or punitive damages (the "Exclusion of Consequential Damages"), even if CGI has been advised of the possibility of such damages. For the avoidance of doubt, this Exclusion of Consequential Damages shall not apply to CGI's performance under the Initial Project, Subprojects 1-17, the Initial Maintenance Period or the Extended Maintenance Period or the Additional Maintenance Period for eCAPS and eHR or the Additional Maintenance Period for Talent Management. Further, CGI hereby acknowledges and agrees that the reasonable, actual, out-of-pocket additional costs that COUNTY incurs or expends to procure replacement products or services of substantially equivalent capability, function and performance, from an alternative source (or in providing services itself) as a result of any default, breach, or repudiation of this Agreement by CGI, to the extent in excess of the fees that COUNTY would otherwise have paid to CGI pursuant to this Agreement, shall constitute and be construed as direct damages, and NOT as consequential, special, incidental, indirect, exemplary or punitive damages. In addition to the exceptions set forth in Subparagraph 23.2, this Exclusion of Consequential Damages shall NOT: (i) limit losses arising out of the gross negligence of CGI or any of its agents or subcontractors; (ii) limit liability for fraud or for violations of law; or (iii) apply to any claims based upon a willful abandonment or repudiation of this Agreement by CGI."

8. Discretionary Hours

Upon execution of this Amendment Number Eight, CGI will provide COUNTY with six hundred (600) discretionary consulting services hours at no additional cost through September 30, 2024 to assist COUNTY with implementing new eCAPS/eHR initiatives, addressing high priority eCAPS/eHR issues, or other discretionary support as mutually agreed to by the parties ("**Discretionary Hours**"). All Discretionary Hours support request(s) made by COUNTY shall: (a) be made reasonably in advance to CGI's Account Manager, (b) provide sufficient detail around the type of support required so that proper CGI resources can be identified, and (c) provide an expected timeframe for Discretionary Hours support start and end. CGI will submit a monthly status report of the Discretionary Hours to the COUNTY for tracking purposes until all the six hundred (600) hours have been utilized.

9. County Mandated Provisions

Exhibit I (County Mandated Provisions) of the Agreement is hereby deleted in its entirety and is replaced by a new Exhibit I (County Mandated Provisions), a true and correct copy of which is attached to this Amendment Number Eight and incorporated herein by this reference.

10. Notices

Paragraph 47 (Notices) of the Agreement is hereby deleted in its entirety and is replaced by the following new Paragraph 47 (Notices) to read as follows:

"47. NOTICES:

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (1) by hand with signed receipt, (2) by first-class registered or certified mail, postage prepaid or (3) by national overnight courier service (e.g., FedEx). Notices or demands shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or two (2) working days after deposit with the national overnight courier service. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

COUNTY's Project Director shall have the authority to issue all notices or demands which are required or permitted by COUNTY under this Agreement.

To COUNTY:(1) COUNTY's Project Director
Arlene Barrera
500 W. Temple St., Room 525
Los Angeles, CA 90012
213-974-8302
abarrera@auditor.lacounty.gov

(2) COUNTY's Project Manager
Karen E. Loquet
500 W. Temple St., Room 525
Los Angeles, CA 90012
213-974-0385
kloquet@auditor.lacounty.gov

To CGI: CGI Technologies and Solutions Inc.
11325 Random Hills Road, 8th Floor
Fairfax, Virginia 22030
Attn: Office of General Counsel
Email: us-ogc.crp@cgi.com

With a copy to: CGI Technologies and Solutions Inc.
350 S. Grand Ave., Suite 3570
Los Angeles, CA 90017
Attn: Joanna Robinson
Email: joanna.robinson@cgi.com"

11. Amendments

No amendment, modification, or supplement to this Amendment shall be binding on either party unless it is in writing and duly executed by the parties in interest at the time of the modification.

12. Entire Agreement

From and after the Effective Date, this Amendment Number Eight shall form a part of the Agreement. Except as expressly and specifically amended hereby, the Agreement shall remain in full force and effect. There are no other agreements, representations, or warranties between or among the parties, written or oral, concerning the subject matter hereof.

13. Headings and Labels

Article, paragraph, subparagraph, section, and subsection titles and captions contained in this Amendment are inserted as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of the Agreement, any prior amendment to the Agreement, this Amendment Number Eight or the intent of any of its provisions.

14. Conflicts

The requirements set forth in this Amendment Number Eight (including its exhibits and appendices) are intended to be read cumulatively for the benefit of COUNTY. However, in the event of any direct conflict or inconsistency in the definition or interpretation of any word, responsibility or schedule, or in the contents of, requirements for or description of any deliverable, services or other work, or in any other matter, between the body of this Amendment Number Eight and the exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Amendment Number Eight. Otherwise, with respect to the Project as a whole or any individual Subproject, the provisions of Subparagraph 1.1 (Interpretation) of the Agreement shall apply.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment Number Eight to be subscribed by its Auditor-Controller, and CGI has caused this Amendment Number Eight to be subscribed on its behalf by its duly authorized officer, effective the day, month and year first above written.

COUNTY OF LOS ANGELES

By: *Arlene Barrera*
Arlene Barrera
Auditor-Controller

APPROVED AS TO FORM:

Rodrigo Castro-Silva
County Counsel

CGI Technologies and Solutions Inc.

By: *Patrice Salseda*
Patrice Salseda
Principal Deputy County Counsel

By: _____
Joanna Robinson
Senior Vice President

LIST OF EXHIBITS

Attachments to Amendment Number Eight:

Exhibit C (Rates for Other Professional Services)

Exhibit E (Maintenance Provisions)

Exhibit H (License Provisions)

- Appendix A (License Materials and Additional Terms) to Exhibit H (License Provisions)
- Appendix B (IBM Kenexa BrassRing on Cloud SaaS Terms of Use) to Exhibit H (License Provisions)
- Appendix C (NEOGOV Service Agreement) to Exhibit H (License Provisions)

Exhibit I (County Mandatory Provisions)

Exhibit J (Schedule of Contract Documents)

Exhibit C – Rates for Other Professional Services

**No changes to Exhibit C with the
SLA, Amendment Number 8**

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Exhibit E – Maintenance Provisions

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The purpose of this Exhibit E is to restate Standard Maintenance Terms. The terms of this Exhibit E are as of the last date of signature.

ADVANTAGE STANDARD MAINTENANCE

The Maintenance Services under the Agreement are provided with respect to the Covered Software listed in Appendix A to Exhibit H.

1. DEFINITIONS

Capitalized terms used in this Exhibit E of the Agreement will have the meanings given below or in the context in which the term is used, as the case may be.

- A. “Covered Software” means the software listed in Appendix A (Licensed Materials) of Exhibit H (License Provisions) to the Agreement, including the Licensed Software and the Third-Party Software listed therein.
- B. “Enhancements” means changes or additions to the Covered Software, which CGI develops and makes available at no additional charge to licensees of the Covered Software who are under then-current maintenance agreements.
- C. “Error” means a material deviation of the Covered Software from the Licenses Documentation.
- D. “Licensed Documentation” has the meaning specified in Exhibit H (License Provisions) to the Agreement.
- E. “License Provisions” means Exhibit H (License Provisions) to the Agreement.
- F. “Maintenance Period” means the term of these Maintenance Provisions or any subsequent renewal period. Each of the Maintenance Periods is a twelve (12) month period and each twelve (12) month renewal period is a separate Maintenance Period. The Maintenance Periods are specified in Paragraph 23 (Advantage Standard Maintenance and Managed Advantage Lite Fees) of Amendment Number Eight.
- G. “Software Incident” means a material deviation of the Covered Software from the Licensed Documentation.
- H. “**Supported Release**” means a release of the CGI Advantage® Software for which CGI is actively providing fixes pursuant to the CGI Advantage Software Support Policy.

2. MAINTENANCE

- A. CGI Standard Support and Maintenance Services provide the COUNTY with the required ongoing enhancements to the Covered Software to address functional and technical changes. Specifically, the Standard Support and Maintenance Services provide these major components:
 - Internet access through our secure web site (<https://sc.cgi.com/solutionssupport/>), to a variety of 24x7 support materials.
 - Help Desk Support with direct phone, email, and web support on the baseline products through the CGI Client Support Center. Standard hours of operation are 8:00 am PT to 5:00 pm PT Monday-Friday. CGI can be reached <https://sc.cgi.com/solutionssupport/> via our online support website.

- Software Incident corrections to the Covered Software.
- Covered Software releases are provided periodically to address technical and functional compatibility with system software and ongoing regulatory changes and changes to business practices. Licensed Documentation updates are provided as part of each release. Additional Software Incident corrections will be included in releases, as dictated by testing requirements and the magnitude of the required change.
- Enhancements to the Covered Software are provided in new releases of the CGI Advantage solution.
- Membership to the CGI Advantage User Group. Membership provides the option to participate in various user group activities such as the annual CGI Forum, regional User Group meetings and voting for the User Group Steering Committee that works closely with CGI on a variety of COUNTY issues and concerns. Membership also provides each site the option of proposing a candidate for election to the User Group Steering Committee.

CGI will support the following features of the CGI Advantage solution:

- The system components that the COUNTY is currently contracted for and is paying maintenance on;
- The third-party software component releases that are compatible with the currently supported version of the CGI Advantage solution;
- The documented features of the CGI Advantage Software, as listed on the delivered on-line documentation and help files;
- All standard baseline features of the system, including configuration tables (e.g. Required Elements) of the CGI Advantage Software, that DO NOT include infrastructure or other programming code changes. Any COUNTY-specific configuration tables will not be supported.
- Classifications of all issues and software incidents according to the following schedule:

Issue Severity	Definition
1 - Critical	A problem causing critical impact to the COUNTY's business operation and no workaround is immediately available. Use of the System cannot continue. Resolution efforts begin upon notification and continue until resolved. If resolution requires a software correction, it is delivered as soon as resolved. Example : The Business is Down and Inoperable
2 - Serious	A problem causing significant impact to the COUNTY's business operation and any workaround is unacceptable on a long term basis. Essential functions of the System are affected such that there is a significant impact to the COUNTY's business operations. Work begins after Critical Issues are resolved and in consideration of Issue Priority for any other pending Issues. If resolution requires a software correction, it is made available as soon as resolved.

Issue Severity	Definition
	Example: Major Operations of the Business are either Down or Inoperable while some can continue
3 - Moderate	<p>A problem that impairs some functionality but a practical workaround exists such that there is not a material impact to the COUNTY's business operations. If resolution requires a software correction, the fix is made available as part of the next product FixPack, Minor or Major Release depending on the product roadmap. Moderate patches may be made available for the COUNTY to include in a future Patch Set.</p> <p>Example: One or more business processes are impacted, either in timeliness or availability, but the business is operational</p>
4 - Minor	<p>A problem that does not affect any production functions of the software and may be cosmetic in nature. A software defect exists but does not impede any functionality. These Issues are generally fixed in the next Minor or Major Release if reported prior to release cut-off date.</p> <p>Example: There are some issues with the normal processing, but the business is operational</p>

- B. CGI may, at its option, investigate and correct suspected Software Incidents at CGI's offices to the extent possible. If CGI's personnel travel to COUNTY's place of business at COUNTY's request to perform maintenance services, COUNTY will pay CGI for the travel time and the reasonable travel and other out-of-pocket expenses of CGI's personnel. If a suspected Software Incident is attributable to a cause other than the Covered Software as delivered by CGI, then COUNTY will pay for CGI's work on a time-and-materials basis. If the Covered Software module containing the Software Incident has been modified by non-CGI personnel, then upon prior written notice to COUNTY and COUNTY's written notice to proceed, CGI will charge COUNTY on a time-and-materials basis at CGI's then-current hourly rates for analyzing and fixing the Software Incident in COUNTY's version, and for any installation assistance COUNTY requires. All Time and Material rates hereunder shall be at the rate schedule set forth in Exhibit C (Rates for Other Professional Services) through Final Acceptance and thereafter at 25% off CGI's then current rate schedule, or in either case at rates mutually agreed to by the parties.
- C. At the expiration of the Maintenance Period stated in this Agreement, COUNTY may buy maintenance services for the Covered Software for subsequent Maintenance Periods in which CGI is offering maintenance services, at CGI's then current prices. COUNTY may obtain such maintenance services only if (i) COUNTY has paid the maintenance fee for all prior Maintenance Periods; and (ii) COUNTY incorporates into the Covered Software all releases, corrections, and Enhancements to the Covered Software that CGI has made available to COUNTY, no less than two (2) minor Supported Software releases prior to current release. Each renewal period Maintenance Period, if any, will be for one (1) year, unless otherwise requested by the COUNTY, and with COUNTY having the option at its sole discretion to renew for each one year portion of such

subsequent renewal Maintenance Period, such option being exercisable by COUNTY's Project Director.

- D. All Enhancements and corrections to the Covered Software and Licensed Documentation provided by CGI pursuant to this Agreement will become a part of the Covered Software and Licensed Documentation for the purposes of the License Agreement at the time they are provided to COUNTY and are hereby licensed to COUNTY as part of the Covered Software and Licensed Documentation pursuant to all of the terms and conditions of the License Agreement.

3. PAYMENT TERMS

- A. COUNTY will pay, upon execution of this Agreement, the maintenance fees for the initial Maintenance Period set forth in the Agreement. CGI will provide COUNTY with written notice of and an invoice for the maintenance fees for each subsequent Maintenance Period at least forty-five (45) calendar days prior to the expiration of the then-current Maintenance Period, but not more than sixty (60) days prior to the beginning of such portion of the Maintenance Period. CGI will not be obligated to provide maintenance services in any Maintenance Period (including the initial Maintenance Period) unless the maintenance fees for the Maintenance Period have been paid in full.
- B. All fees and expenses are to be paid to CGI in United States Dollars, by Electronic Funds Transfer ("**EFT**") to an account designated by CGI or by check sent to Bank of America, c/o CGI Technologies and Solutions Inc. at 12907 Collections Center Drive, Chicago, IL 60693. CGI's invoices are due and payable in full within thirty (30) calendar days from the date COUNTY receives them.

4. WARRANTIES AND REMEDIES FOR BREACH OF WARRANTY

- A. CGI warrants that the maintenance services will be performed in accordance with the criteria set forth herein, in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such maintenance services. If COUNTY believes there has been a breach of this warranty and so notifies CGI in writing stating in reasonable detail the nature of the claimed breach within sixty (60) calendar days after the maintenance services are delivered to COUNTY by CGI, then CGI will promptly investigate the matter. If it is determined that there has been a breach of this warranty, then CGI's sole obligation, and COUNTY's exclusive remedy, will be for CGI to correct or re-perform any affected maintenance services as necessary to cause them to comply with this warranty. There will be no additional charge to COUNTY for the investigation and correction efforts performed by CGI, except as provided in Section 2.B. If CGI is unable to correct a breach of this warranty after repeated efforts, COUNTY will be entitled to recover its actual damages subject to the limitations and exclusions set forth in the Agreement.
- B. CGI is not responsible for any claimed breaches of the foregoing warranty to the extent caused by: (i) modifications made to the Covered Software or Licensed Documentation by anyone other than CGI or its contractors; or (ii) the combination, operation or use of the Covered Software or Licensed Documentation with any items that CGI did not supply to COUNTY, except to the

extent that such items would have been reasonably contemplated to be used in connection with the Covered Software; or (iii) COUNTY's failure to use any new or corrected versions of the Software or Documentation made available by CGI, except to the extent that CGI has committed to support earlier versions of the Covered Software used by COUNTY either in the Agreement or otherwise; or (iv) CGI's adherence to COUNTY's specifications or instructions, but only to the extent CGI has notified COUNTY in writing that such adherence would preclude CGI from satisfying its maintenance obligations hereunder.

- C. CGI does not warrant that the Covered Software will be error-free or that its operation will be uninterrupted. But will correct all Errors as set forth herein, provided that such Errors are discovered during a Maintenance Period.
- D. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

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APPENDIX A
TO EXHIBIT H (LICENSE PROVISIONS)
LICENSED MATERIALS AND ADDITIONAL TERMS

This Appendix A replaces Appendix A to Exhibit H (License Provisions) of the Services and License Agreement dated April 06, 2004 (the “Agreement”) between CGI Technologies and Solutions Inc. (“CGI”) and the County of Los Angeles (“COUNTY”). This Appendix A provides an updated list of COUNTY’s Licensed Software.

1. **Licensed Software**. CGI is licensing to COUNTY the following computer software components comprising the Software:

CGI Advantage® Financial Management System, including the following modules:

- Financial Management Base System
 - Project and Grants Management
- 1099 Reporting – Added with Change Notice No. 92
- Asset Management
- Cash Management
- Grants Lifecycle Management
- Inventory Management
- Travel and Expense Management

CGI Advantage® Procurement System, including the following modules:
Procurement Professional
Vendor Self Service

CGI Advantage® Performance Budgeting

CGI Advantage® Human Resources Management System, including the following modules:

- Human Resource Management Base System
 - Benefits Administration
 - Position Control
 - Recruiting & Staffing

- HR Self Service
- Payroll Management

- Time & Attendance

CGI infoAdvantage® Server Bundle FIN

CGI infoAdvantage® Server Bundle HR

CGI Advantage® Case Management System v. 5.0 or higher

CGI Advantage® Inventory Mobile Application

CGI will provide new software or software updates to COUNTY in electronic format.

2. **Licensed Documentation.** Documentation for the Software listed in Section 1 of this Exhibit are set forth in the documentation available for download on the CGI website (<https://sc.cgi.com/advantage/>) or packaged with the Software installation; referred to in this Agreement as the “Documentation.”

Documentation for Bundled or Additional Third Party Software is available on the applicable third party website.

COUNTY may make a reasonable number of copies of the Documentation for COUNTY’s own use.

3. **License Type.** The Software is licensed to COUNTY on the following basis:

CGI provides an Enterprise License for Advantage Products. COUNTY is permitted to use the Licensed Software anywhere within Los Angeles County, California for COUNTY departments and offices and the purposes set forth in the Agreement, to which this Appendix A is attached.

Additional Third Party or Bundled Software licenses may be provided on a per license type (user, core, etc.) or site license. If needed, additional licenses may be purchased at then current rates.

4. **Work That May Be Processed.** COUNTY may only use the Software to process COUNTY’s own work and may not use the application as a service bureau. COUNTY MAY ONLY USE THE CGI infoADVANTAGE® SOFTWARE WITH CGI ADVANTAGE DATABASES.

5. **Third Party Software.** COUNTY acknowledges that certain bundled software products (the Bundled Software”) is required to be used in connection with the Software. CGI is providing the following Bundled Software to COUNTY:

DataConnect 11 Flex Batch Engine, Production (Subscription) – 3 Engine

DataConnect 11 Flex Batch Engine, Dev/Test (Subscription) – 10 Engine

(Dev/Test Subscription includes 5 named user developer licenses to be used with the Dev/Test engine)

DataConnect 11 Flex Developer – 12 Named User Licenses

Adobe RoboHelp® Office: User (per Developer): 1 license

IBM WebSphere Application Server (Site License with Versata); Applies to Advantage Financial and Advantage HRM

IBM WebSphere Application Server Network Deployment (3600 PVU); Applies to Advantage Performance Budgeting and CGI Advantage Case Management System

- Additional IBM terms included as Appendix C of this Exhibit H provided in CN 59

Micro Focus Server Express Developer (per Developer): 3 Named User Licenses

Micro Focus Server for COBOL AIX >100,000 Employees Production: 1 License

Micro Focus Server for COBOL AIX >100,000 Employees Non-Production: 1 License

Monsell EDM DeltaXML: Site License: 1 license

The NEOGOV Insight Enterprise solution is provided as a service in accordance with the terms of Appendix C of this Exhibit H provided in CN 84

Versata Logic Server (Site License): 1 License

Versata Logic Studio User (per Developer): 12 licenses

Bundled Software Products, which maintenance services have been canceled as indicated below and pursuant to the Proprietary Software Maintenance Agreement:

1099 Convey - Taxport™ Desktop: 1 License Workstation, 30,000 1099s & 10 Users; 1 license – Cancelled with this Change Notice No. 92

Action® Data Integrator Professional Developer User (per Developer): 10 Named Users - Maintenance services cancelled in July 2012

Adobe Present Central Pro (Server Licenses): 4 licenses– Maintenance services cancelled June 2016
Adobe Present Output Designer User (per Developer): 19 licenses – Maintenance services cancelled in July 2012 (8 Licenses) and June 2016 (11 Licenses)

Adobe FrameMaker – 1 Named User - Cancelled maintenance in Change Notice No. 82

Finite Matters, Ltd. PattenStream® (Server Licenses) - 2 Runtime/Developer Licenses (for Performance Budgeting use only) – Cancelled maintenance in Change Notice No. 82

IBM WebSphere Integrator Server Foundation: 1 License – Maintenance services cancelled in July 2012

IBM WebSphere Portal Processor: 200 PVU –Maintenance services cancelled July 2012

IRI CoSORT, IBMp690: 1 License – Maintenance services cancelled in June 2012

IRI CoSORT, IBM p5 595G/4: 4 Licenses – Maintenance services cancelled in June 2012

Kenexa BrassRing Enterprise (Site License); 1 license -Maintenance services cancelled November 2014

Kenexa BrassRing SmartApproval (Site License); 1 license - Maintenance services cancelled November 2014

Versata Logic Studio User (per Developer): 7 Licenses – Maintenance services cancelled June 2012

6. All rights of COUNTY in and to the Bundled Software Products will be governed by the terms and conditions of this Agreement, and any additional supplier terms and conditions attached to or referenced in this Exhibit A as indicated in the product list above in this Section 5. In the event of conflict between the terms and conditions of this Agreement and applicable attached supplier terms and conditions, the applicable supplier terms and conditions take precedence. Without limiting the generality of the immediately foregoing sentence, CGI does not itself give or make any warranty or indemnification of any kind with respect to the Third Party Software Products or Software as a Service (SaaS) Products. In addition, the Third Party Software Products and SaaS Products may contain or require the use of open source products. Any open source products incorporated in, or used with, the Software are subject to the applicable open source license agreement. Violation by COUNTY of the additional supplier terms and conditions attached to this Exhibit A may result in termination of COUNTY's right to use the application Third Party Software Products or SaaS Products under this Agreement. Such termination or changes in the Software which CGI may make from time to time may make it necessary for COUNTY to acquire, at its own expense, updated versions of the Third Party Software Products or SaaS Products or alternative products designated by CGI. If COUNTY terminates or cancels any Third Party / Bundled Software license or subscription at any time prior to the start of a Maintenance Period, CGI will, to the extent provided by the supplier, pro-rate the maintenance amount due upon such termination or cancellation and apply any prorated amount to a subsequent maintenance invoice.

Appendix B – IBM Kenexa BrassRing on Cloud SaaS Terms of Use to Exhibit H (License Provisions)

**Appendix B to Exhibit H is hereby deleted in its entirety with
this Amendment Number 8**

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Appendix C – NEOGOV Service Agreement to Exhibit H (License Provision)

**No changes to Appendix C to Exhibit H with the
SLA, Amendment Number 8**

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Exhibit I – County Mandated Provisions

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The purpose of this Exhibit I is to restate and update COUNTY Mandatory Provisions.

1. FAIR LABOR STANDARDS:

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

2. NONDISCRIMINATION AND AFFIRMATIVE ACTION

2.1 CGI 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.

2.2 CGI shall, pursuant to Los Angeles County Code Section 4.32, certify to and comply with the provisions of CGI's EEO Certification (Exhibit G).

2.3 CGI shall take affirmative action to ensure that applicants are employed, and that employees are treated equally 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.

2.4 CGI 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, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

2.5 CGI certifies that it, its subsidiaries are in compliance with all Federal, State, and local laws, including, but not limited to:

1. Title VII, Civil Rights Act of 1964;
2. Section 504, Rehabilitation Act of 1973;
3. Age Discrimination Act of 1975;
4. Title IX, Education Amendment of 1973, as applicable; and
5. Title 43, Part 17, Code of Federal Regulations, Subparts A & B,

and that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

2.6 If County finds that any provisions of this Paragraph 2 have been violated, such violation shall, at the election of County, constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that CGI has violated Federal or State antidiscrimination laws or regulations shall constitute a finding by County that CGI has violated the anti-discrimination provisions of this Agreement.

2.7 The parties agree that in the event CGI is found to have violated any of the anti-discrimination provisions of this Agreement, and that such discrimination was directly associated with the performance of services provided under this Agreement, County may require, pursuant to Los Angeles County Code Section 4.32.010(E), that CGI pay the sum of Five Hundred Dollars (\$500) for each such violation, as liquidated damages, and not as a penalty, in lieu of termination or suspension hereof, as actual damages are extremely difficult to ascertain or calculate precisely. In the alternative, County may elect to terminate this Agreement pursuant to Section 29 (Termination for Default).

2.8 The parties agree that for purposes of the calculation of the sum of liquidated damages in Subparagraph 2.7, an act of CGI affecting multiple employees shall be counted as a single violation.

3. **EMPLOYMENT ELIGIBILITY VERIFICATION:**

CGI 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 Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. CGI shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended.

CGI shall retain all such documentation for the period prescribed by law. CGI 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, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any alleged violation by CGI of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work hereunder. Any legal defense pursuant to CGI's indemnification obligations under this Paragraph 3 shall be conducted by CGI and performed by counsel selected by CGI and approved by COUNTY (which approval shall not be unreasonably withheld) in writing. 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 CGI fails to provide COUNTY with a full and adequate defense, as required by law or this Agreement, COUNTY shall be entitled to reimbursement for all such costs and expenses.

4. CONFLICT OF INTEREST:

4.1 CGI shall not employ in any capacity any employee, contractor or agent (or any spouse or economic dependent of such employee, contractor or agent) whose position with COUNTY enables such person to influence the award of this Agreement or any competing agreement or who has any other direct or indirect financial interest in this Agreement. CGI shall insure that no officer or employee of CGI 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.

4.2 CGI shall comply with all conflict-of-interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. CGI warrants that it is not now aware of any facts which do or could create a conflict of interest. If CGI hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of the Agreement.

5. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

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

5.2 If CGI 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 CGI by cash payment upon demand, or without limitation of all COUNTY's other rights and remedies provided by law or under this Agreement, COUNTY may deduct such costs from any amounts due to CGI from COUNTY under this Agreement.

6. RESTRICTIONS ON LOBBYING:

6.1 Federal Funds Projects

If any Federal funds are to be used to pay for any portion of CGI's work under this Agreement, County shall notify CGI in writing in advance of such payment and CGI shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

6.2 County Projects

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

7. NONDISCRIMINATION IN SERVICES:

7.1 CGI shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in violation of any applicable requirements of Federal or State law. For the purpose of this Paragraph 7, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility, providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

7.2 CGI shall ensure that recipients of services under this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap.

8. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE:

CGI shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance which might impair his physical or mental performance.

9. CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

9.2 CGI is hereby notified that, in accordance with Chapter 2.202 of County Code, if County acquires information concerning the performance of CGI on this or other contracts which indicates that CGI is not responsible, County may, in addition to other remedies provided in this Agreement, debar CGI 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 to 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 CGI may have with County.

9.3 County may debar a contractor if County's Board of Supervisors finds, in its discretion, that CGI has done any of the following: (1) violated any term of a contract with County or a non-profit corporation created by County; (2) committed any act or mission which negatively reflects on CGI's quality, fitness, or capacity to perform a contract with County, any other public entity, or a non-profit corporation created by County, or engaged in a pattern of 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.

9.4 If there is evidence that CONTACTOR may be subject to debarment, County's Department of Public Social Services ("DPSS") will notify CGI in writing of the evidence which is the basis for the proposed debarment and will advise CGI of the scheduled date for a debarment hearing before the Contractor Hearing Board.

9.5 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. CGI and/or CGI's representative shall be given an opportunity to submit evidence at that hearing. After that hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether CGI should be debarred, and, if so, the appropriate length of time of the debarment. CGI and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

9.6 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.7 If CGI has been debarred for a period of longer than five (5) years, CGI 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 CGI 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 interest of County.

9.8 The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) CGI 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 reductions of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

9.9 These terms shall also apply to subcontractors of County contractors.

10. **CONTRACTOR PERFORMANCE DURING CIVIL UNREST AND DISASTER:**
CGI recognizes that COUNTY provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Agreement, full performance by CGI during any riot, insurrection, civil unrest, natural disaster or similar event is not excused to the extent such performance remains physically possible without related danger to CGI's or any Approved Subcontractors' employees and suppliers. During any such event in which the health or safety of any of CGI's staff members would be endangered by performing their services on-site, CGI shall ensure that such staff members use all reasonable efforts to perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Agreement by CGI for which COUNTY may immediately terminate this Agreement.
11. **CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**
11.1 CGI acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through employment or contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

11.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200), and without limiting CGI's duty under this Agreement to comply with all applicable State and Federal provisions of law, CGI warrants that it is now in compliance and shall during the term of this 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).
12. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**
Failure of CGI to maintain compliance with the requirements set forth in Paragraph 11 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by CGI under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of CGI to cure such default within ninety (90) calendar days of written notice by County's Child Support Services Department shall be grounds upon which the County's Board of Supervisors may terminate this Agreement pursuant to Paragraph 29 (Termination for Default) and pursue debarment of CGI pursuant to Paragraph 9 (Contractor Responsibility and Debarment) of this Exhibit I (County Mandated Provisions)."
13. **CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT:**
CGI acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CGI understands that it is

COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at CGI's place of business. COUNTY's District Attorney will supply CGI with the poster to be used.

14. COUNTY'S QUALITY ASSURANCE PLAN:

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

15. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

CGI 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 1015.

16. RIGHT OF FIRST REFUSAL FOR EMPLOYMENT OPENINGS:

16.1 Should CGI require any additional personnel after the Effective Date to perform the services and other work set forth in this Agreement, CGI shall give the right of first refusal to such employment openings to COUNTY employees affected by this Agreement. Such offers of employment shall be in writing and shall be valid for a period of fifteen (15) days. CGI shall not engage the services of any other individuals until all such employees who are qualified for the job have been offered employment and have accepted, refused, or not responded within the fifteen (15) day period. Employment offers to COUNTY employees shall be under the same conditions and rate of compensation which apply to other individuals with the same skills, experience and competence who are employed or may be employed by CGI. CGI shall maintain records of each employment offer made to COUNTY employees and other individuals. Such records shall include a description of the position and duties, rate of pay and fringe benefits, and whether the offer was accepted, rejected, or not responded to.

16.2 COUNTY's employees who are employed by CGI under this provision shall not be discharged during the term of this Agreement except for cause.

16.3 Nothing in this provision shall be construed as creating an interest or right in any person or entity as a third-party beneficiary of this Agreement.

17. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION / TERMINATION OF AGREEMENT

CGI shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CGI after the expiration or other termination of this Agreement. Should CGI receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY.

Payment by COUNTY for services rendered after expiration/termination of this Agreement shall not constitute a waiver of COUNTY's right to recover such payment from CGI. This provision shall survive the expiration or other termination of this Agreement.

18. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

18.1 Jury Service Program:

This Agreement is subject to the provisions of the COUNTY's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles COUNTY Code.

18.2 Written Employee Jury Service Policy.

1. Unless CGI has demonstrated to the COUNTY's satisfaction either that CGI is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that CGI qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), CGI shall have and adhere to a written policy that provides that its Employees shall receive from CGI, 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 CGI or that CGI 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 contract with the COUNTY or a subcontract with a COUNTY Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CGI. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CGI has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If CGI uses any subcontractor to perform services for the COUNTY under this 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 CGI is not required to comply with the Jury Service Program when this Agreement commences, CGI shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CGI shall immediately notify COUNTY if CGI at any time either comes within the Jury Service Program's definition of "Contractor" or if CGI no longer qualifies for an exception to the Jury Service Program. In either event, CGI shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during this Agreement and at its sole discretion, that CGI demonstrate to the COUNTY's satisfaction that CGI either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that CGI continues to qualify for an exception to the Program.

4. CGI's violation of this Subparagraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may, in its sole

discretion, terminate this Agreement and/or bar CGI from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

19. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

Should CGI require additional or replacement personnel after the effective date of this Agreement, CGI 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 CGI's minimum qualifications for the open position. For this purpose, consideration shall mean that CGI will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to CGI. The County will refer GAIN-GROW participants by job category to CGI.

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

20. NOTICE TO EMPLOYEES REGARDING SAFELY SURRENDERED BABY LAW

CGI acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. CGI understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business in the County. CGI will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business in the County. Information and posters for printing are available at www.babysafela.org.

21. RECYCLED BOND PAPER

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

22. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

CGI acknowledges that the County has established a goal of ensuring that all businesses that benefit financially from the County through this contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless CGI qualifies for an exemption or exclusion, CGI warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

23. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Section 22, "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH County's DEFAULTED PROPERTY TAX REDUCTION PROGRAM" shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within 10

days of notice shall be grounds upon which COUNTY may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program pursuant to Los Angeles County Code, Chapter 2.206.

24. NOTICE TO EMPLOYEES REGARDING COUNTY POLICY OF EQUITY

CGI agrees to comply, and cause its employees and subcontractors to comply, with the COUNTY's Policy of Equity in effect as of the effective date of the Amendment 6. COUNTY will notify CGI of any material changes to the Policy.

25. [RESERVED]

26. FACSIMILE REPRESENTATIONS

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

27. TIME OFF FOR VOTING

CGI shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000).

28. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFICKING

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

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

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

29. DEFAULT METHOD OF PAYMENT: DIRECT DEPOSIT OR ELECTRONIC FUNDS TRANSFER

29.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

29.2 CGI 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.

29.3 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.

29.4 At any time during the duration of the agreement/contract, CGI may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

COUNTY Contract Number: 74797

**EXHIBIT J – Schedule of Contract
Amendments and Change Notices**

Contract Document Reference Number	Date
Agreement # 74797	04/06/2004
Change Notice # 1	03/04/2005
Amendment # 1	04/19/2005
Change Notice # 2	07/01/2005
Change Notice # 3	10/12/2005
Change Notice # 4	10/12/2005
Change Notice # 5	01/01/2006
Change Notice # 6	03/08/2006
Change Notice # 7	04/20/2006
Change Notice # 8	06/14/2006
Change Notice # 9	06/14/2006
Change Notice # 10	06/14/2006
Change Notice # 11	07/12/2006
Change Notice # 12	08/09/2006
Change Notice # 13	08/09/2006
Change Notice # 14	08/09/2006
Change Notice # 15	09/20/2006
Change Notice # 16	09/20/2006
Amendment # 2	12/19/2006
Change Notice # 17	12/20/2006
Amendment # 3	05/08/2007
Change Notice # 18	05/09/2007
Change Notice # 19	08/08/2007
Change Notice # 20	09/12/2007
Change Notice # 21	11/19/2007
Change Notice # 22	12/12/2007
Change Notice # 23	01/09/2008
Change Notice # 24	03/12/2008
Change Notice # 25	03/12/2008

Contract Document Reference Number	Date
Change Notice # 26	07/09/2008
Change Notice # 27	09/10/2008
Change Notice # 28	09/25/2008
Amendment # 4	11/25/2008
Change Notice # 29	12/10/2008
Change Notice # 30	12/10/2008
Change Notice # 31	12/10/2008
Change Notice # 32	01/14/2009
Change Notice # 33	02/11/2009
Change Notice # 34	03/11/2009
Change Notice # 35	05/13/2009
Change Notice # 36	10/14/2009
Change Notice # 37	12/09/2009
Change Notice # 38	01/13/2010
Change Notice # 39	02/10/2010
Change Notice # 40	04/14/2010
Change Notice # 41	07/14/2010
Change Notice # 42	08/11/2010
Change Notice # 43	09/08/2010
Change Notice # 44	10/13/2010
Change Notice # 45	12/08/2010
Change Notice # 46	01/12/2011
Change Notice # 47	03/09/2011
Change Notice # 48	06/08/2011
Change Notice # 49	08/10/2011
Amendment # 5	10/04/2011
Change Notice # 50	11/09/2011
Change Notice # 51	12/07/2011
Change Notice # 52	02/08/2012
Change Notice # 53	03/14/2012
Change Notice # 54	06/13/2012
Change Notice # 55	07/11/2012
Change Notice # 56	09/12/2012
Change Notice # 57	10/10/2012

Contract Document Reference Number	Date
Change Notice # 58	11/14/2012
Change Notice # 59	02/13/2013
Change Notice # 60	05/08/2013
Change Notice # 61	06/12/2013
Change Notice # 62	08/14/2013
Change Notice # 63	09/11/2013
Change Notice # 64	10/09/2013
Change Notice # 65	02/12/2014
Change Notice # 66	03/12/2014
Change Notice # 67	05/14/2014
Change Notice # 68	03/12/2014
Change Notice # 69	07/09/2014
Change Notice # 70	02/11/2015
Change Notice #71	06/30/2015
Amendment # 6	07/21/2015
Change Notice # 72	08/12/2015
Change Notice # 73	11/18/2015
Change Notice # 74	12/09/2015
Change Notice # 75	02/10/2016
Change Notice # 76	03/09/2016
Change Notice # 77	06/08/2016
Change Notice # 78	07/13/2016
Change Notice # 79	08/10/2016
Change Notice # 80	10/12/2016
Change Notice # 81	11/09/2016
Change Notice # 82	12/14/2016
Change Notice # 83	02/08/2017
Change Notice # 84	04/12/2017
Change Notice # 85	05/10/2017
Change Notice # 86	06/14/2017
Change Notice # 87	08/09/2017
Change Notice # 88	09/13/2017
Change Notice # 89	12/13/2017
Change Notice # 90	03/14/2018

Contract Document Reference Number	Date
Change Notice # 91	04/11/2018
Change Notice # 92	10/10/2018
Amendment # 7	02/19/2019
Change Notice # 93	08/14/2019
Change Notice # 94	01/16/2020
Change Notice # 95	10/01/2020
Amendment # 8	9/15/2021



**COUNTY OF LOS ANGELES
DEPARTMENT OF AUDITOR-CONTROLLER**

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 525
LOS ANGELES, CALIFORNIA 90012-3873
PHONE: (213) 974-8301 FAX: (213) 626-5427

ARLENE BARRERA
AUDITOR-CONTROLLER

OSCAR VALDEZ
CHIEF DEPUTY AUDITOR-CONTROLLER

ASSISTANT AUDITOR-CONTROLLERS

**PETER HUGHES
KAREN LOQUET
CONNIE YEE**

July 28, 2021

TO: Supervisor Hilda L. Solis, Chair
Supervisor Holly J. Mitchell
Supervisor, Sheila Kuehl
Supervisor Janice Hahn
Supervisor Kathryn Barger

FROM: Arlene Barrera *Arlene Barrera*
Auditor-Controller

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE AMENDMENT TO SERVICES AND LICENSE AGREEMENT NUMBER 74797 WITH CGI TECHNOLOGIES AND SOLUTIONS INC.**

In accordance with Board Policy 5.100, this letter provides advance notification to the Board of Supervisors (Board), that the Los Angeles County Auditor-Controller (A-C) intends to return to the Board to request approval of an extension to the existing Sole Source Services and License Agreement (SLA) Number 74797 with CGI Technologies and Solutions Inc. (CGI) for continued software maintenance and support services (Services) for the County's enterprise financial and human resources (eCAPS/eHR) software applications and related services.

BACKGROUND

Since the original Board approved contract in April 2004 eCAPS and eHR web-based enterprise applications have been established as the integrated core financial and human resources management systems for all county departments. These applications have successfully provided critical financial, budget, procurement, inventory, capital asset, debt, contract, payroll and human resources management functionality to support the daily operations of all County departments.

JUSTIFICATION

The A-C is statutorily required to perform certain financial services on behalf of the County such as issuing payments to employees and vendors and preparing an Annual Comprehensive Financial Report (ACFR) to report publicly the financial condition of the County. Performing these responsibilities requires the establishment of an enterprise system that allows for the efficient administration of various accounting, procurement and payroll functions.

Feedback received in 2020 from 240 Subject Matter Experts in multiple County departments indicated several areas where improvements are desired such as mobile applications, procurement, and reporting/data analytics. Our current SLA expires in September 2022, and a two-year extension is necessary to enable the A-C and County stakeholders to evaluate whether to proceed with an upgrade to eCAPS and eHR or consider alternate solutions in order to improve County government operations, better serve the County's needs, and to operate in a fiscally-responsible and business-like manner.

CONCLUSION

Consistent with Board Policy 5.100, I am informing the Board of my intention to negotiate an Amendment with CGI to extend our existing SLA for two additional years. We will return to your Board for approval of the final negotiated sole source agreement.

If you have any questions, please contact me at (213) 974-8302 or at abarrera@auditor.lacounty.gov or your staff may contact Karen Loquet, Assistant Auditor-Controller, at (213) 974-0385 or KLoquet@auditor.lacounty.gov.

AB:OV:KL

c: Chief Executive Office
Executive Office, Board of Supervisors
County Counsel
Internal Services Department
Department of Human Resources