

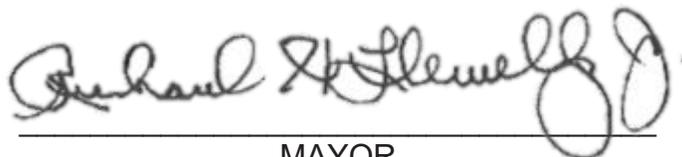
0150-11111-0002

T R A N S M I T T A L

TO The City Council	DATE 07/26/21	COUNCIL FILE NO.
FROM The Mayor		COUNCIL DISTRICT All

Second Amended and Restated Professional Services Agreement C-131322 with Steven Siemers Dispute Resolution, LLC for the sworn Police Alternative Dispute Resolution program

Transmitted for your consideration. See the City Administrative Officer report attached. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a).



MAYOR

(Rich Llewellyn for)

MWS:RR:11220002

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 07-09-21	C.D. No. All	CAO File No.: 0150-11111-0002				
Contracting Department/Bureau: Personnel Department		Contact: Sherry Cox (213) 473-9122 Tyrone Spears (213) 473-3378					
Reference: Personnel Department transmittal dated March 18, 2021; referred by Mayor for report on March 23, 2021. Personnel submitted a revised contract on June 9, 2021.							
Purpose of Contract: To provide services related to the administration of the sworn Police Alternative Dispute Resolution (ADR) Program							
Type of Contract: () New contract (X) Amendment, C-131322		Contract Term Dates: Previous: February 15, 2018 – February 14, 2021 Proposed: February 15, 2018 – June 30, 2022					
Contract/Amendment Amount: \$450,000							
Proposed amount \$0 + Prior award(s) \$450,000 = Total \$450,000							
Source of funds: Human Resources Benefits, General Fund, Contractual Services Account							
Name of Contractor: Steven Siemers Dispute Resolution, LLC							
Address: 1939 Harrison Street, Suite 904, Oakland, CA 94612							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program		X	
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed	X			10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested		X		11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 0%				14. CA Iran Contracting Act of 2010*			X

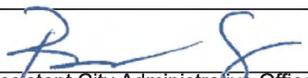
RECOMMENDATION

That the Council approve, and authorize the General Manager of the Personnel Department to execute, the Second Amended and Restated Professional Services Agreement C-131322 with Steven Siemers Dispute Resolution, LLC to (i) extend the term for a revised term effective February 15, 2018 through June 30, 2022, and (ii) maintain the expenditure authority at not to exceed \$450,000, subject to approval as to form by the City Attorney.

SUMMARY

In accordance with Executive Directive No. 3 (Villaraigosa Series), the Personnel Department (Department) requests approval to execute the proposed Second Amended and Restated Agreement C-131322 (Agreement) with Steven Siemers Dispute Resolution, LLC (Contractor). Approval of the proposed Agreement is necessary to continue the administration of an Alternative Dispute Resolution (ADR) program for active and retired members of the Los Angeles Police Protective League (LAPPL).

The current Agreement includes a term effective February 15, 2018 through February 14, 2021 with an expenditure authority not to exceed \$450,000. Approval of the proposed Agreement will (i) extend the term for a revised term effective February 15, 2018 through June 30, 2022, and (ii) maintain the

Robert Roth			
RR	Analyst	11220002	Assistant City Administrative Officer

expenditure authority at not to exceed \$450,000. The proposed Agreement includes a ratification clause to allow the Contractor to continue providing services prior to execution of the proposed Agreement.

The scope of work provided under the proposed Agreement includes various tasks associated with facilitating the ADR program under the direction of a working group with representatives from both the City and LAPPL. In addition, the Contractor serves as the ADR Director to oversee the ADR program and provides consultation to the working group in the administration of the ADR program including:

- Providing ongoing assistance in monitoring the work of the Member Advocate, Claims Management staff, and other ADR professionals;
- Providing ongoing training to optimize the performance of the ADR program;
- Assisting the City and third-party claims administrator in supplying the required data to the Division of Workers' Compensation in March each year per applicable Labor Code;
- Attending Labor-Management meetings and reporting on the performance of the program; and,
- Performing other duties as established by the working group.

The Department's initial transmittal dated March 18, 2021 requested both an extension of the term and an increase of \$150,000 in compensation resulting in a maximum compensation of \$600,000. Upon review by this Office, with concurrence by the Department, the existing expenditure authority (\$450,000) is determined to be sufficient and no additional expenditure authority is necessary for the Services in the proposed Agreement. Actual expenditures on the contract total approximately \$146,000 as of February 2021, leaving a remaining available balance of \$304,000. The Department provided a revised Agreement on June 9, 2021 to maintain the expenditure authority at not to exceed \$450,000.

In 2018, the Department selected the Contractor based on a competitive process conducted by the City of Richmond in accordance with Charter Section 371(e)(8). The City and County of San Francisco, California entered into an agreement in 2019 with the Contractor for ADR services, including the Services set forth in the City's original agreement, with a term through June 30, 2022. In accordance with Charter Section 1022, the Personnel Department's Contract Review Report indicates that City employees do not have expertise to perform the scope of work of this Agreement. As the Department did not conduct a competitive procurement process, the Business Inclusion Program subcontractor outreach was not conducted. In accordance with Los Angeles Administrative Code Section 10.5(a), City Council approval of the Agreement is required because the cumulative term exceeds three years. Per Executive Directive No. 3 (Villaraigosa Series), the approval of the Mayor is required because the total compensation exceeds \$25,000.

FISCAL IMPACT STATEMENT

Funding is included in the 2021-22 Adopted Budget within the Human Resources Benefits Contractual Services Account for this purpose. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

As budgeted funds are available to support the proposed Agreement and expenditures, the recommendation of this report complies with the City's Financial Policies.

**BOARD OF CIVIL SERVICE
COMMISSIONERS**

Room 360, PERSONNEL BUILDING

—
RAUL PEREZ
PRESIDENT

KARLA M. GOULD
VICE PRESIDENT

COMMISSIONERS:

JEANNE A. FUGATE

GUY LIPA

NANCY P. McCLELLAND

—
BRUCE E. WHIDDEN
COMMISSION EXECUTIVE DIRECTOR

CITY OF LOS ANGELES
CALIFORNIA



ERIC GARCETTI
MAYOR

PERSONNEL DEPARTMENT

PERSONNEL BUILDING
700 EAST TEMPLE STREET
LOS ANGELES, CA 90012

—
Wendy G. Macy
GENERAL MANAGER

March 18, 2021

Honorable Eric Garcetti
Mayor, City of Los Angeles
Room 303, City Hall
Los Angeles, CA 90012

Attention: Heleen Ramirez, Legislative Coordinator

**Subject: REQUEST FOR REVIEW AND APPROVAL OF DRAFT SECOND AMENDED
AND RESTATED PROFESSIONAL SERVICES AGREEMENT WITH STEVEN
SIEMERS DISPUTE RESOLUTION, LLC**

In accordance with Executive Directive No. 3, attached for your review and approval is a draft Second Amended and Restated Professional Services Agreement between Steven Siemers Dispute Resolution, LLC ("Contractor"), and the City of Los Angeles Personnel Department ("City") for alternative dispute resolution for members of the Los Angeles Police Protective League.

The department understands the Mayor's current fiscal tightening instructions. Nevertheless, review and approval of this contract is requested to conduct ADR services as required to manage disputed Workers' Compensation claims and mitigate further litigation and increased liability to the City.

Background

City required a contractor to act as an Alternative Dispute Resolution ("ADR") Director to provide the required professional services to assist in the development, implementation, and administration of an ADR program for represented members of the Los Angeles Police Protective League ("LAPPL"). Contractor has provided mediation, arbitration, and other related dispute resolution services statewide since 2004, primarily in the field of California workers' compensation.

The City of Richmond, California, held a competitive process and entered into an agreement with Contractor to assist in developing, implementing, and administering the Workers' Compensation ADR Program with the City of Richmond public safety employees. An amended agreement to extend the contract through April 6, 2021 under the same terms and conditions has been executed.

On or about May 30, 2018, City and Contractor entered into City of Los Angeles Contract Number C-131322 ("Original Contract") commencing February 15, 2018 through April 6, 2019, pursuant to which Contractor agreed, for consideration and upon the terms and conditions provided in the Original Contract, to perform the above-referenced work and furnish deliverables.

PROFESSIONAL SERVICES AGREEMENT

Contractor: STEVEN SIEMERS DISPUTE RESOLUTION, LLC

**Regarding: Alternative Dispute Resolution for
Members of the Los Angeles Police
Protective League**

Contract Number: C-131322

**Professional Services Agreement
STEVEN SIEMERS DISPUTE RESOLUTION, LLC**

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- Attachment A – Standard Provisions for City Contracts (Rev. 10/17 [v.3])
- Attachment B – Confidentiality Agreement
- Attachment C – Scope of Work
- Attachment D – Fee Schedule

**SECOND AMENDED AND RESTATED
PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF LOS ANGELES AND
STEVEN SIEMERS DISPUTE RESOLUTION, LLC**

THIS SECOND AMENDED AND RESTATED AGREEMENT (Contract No. C-131322) is made and entered into by and between the City of Los Angeles (“City”), a municipal corporation, acting by and through its Personnel Department (“Department”) and Steven Siemers Dispute Resolution, LLC, (“Contractor”), licensed to do business in California, with reference to the following:

RECITALS

1. City negotiated a Workers’ Compensation Alternative Dispute Resolution (“ADR”) Program Agreement with the Los Angeles Police Protective League (“LAPPL”) on behalf of its represented members, pursuant to the authority granted to the parties in California Labor Code Section 3201.7;
2. City requires a contractor to act as an ADR Director (“ADR Director”) to oversee the ADR program, including the training and the work of the other ADR professionals, provide consultation to the Working Group in the administration of the program, and to provide the required professional services to assist in the development, and administration of the ADR program;
3. Contractor has provided mediation, arbitration and other related dispute resolution services statewide since 2004, primarily in the field of California workers’ compensation;
4. The City of Richmond, California held a competitive process and entered into an agreement with Contractor (“Richmond Contract”) to assist in developing, implementing, and administering the Workers’ Compensation Alternative Dispute Resolution Program with the City of Richmond public safety employees;
5. City desired to utilize the professional services set forth in the Richmond Contract;
6. On or about May 30, 2018, City and Contractor entered into City of Los Angeles Contract Number C-131322 (“Original Contract”), pursuant to which Contractor agreed, for consideration and upon the terms and conditions provided in the Original Contract, to perform the above-referenced work and furnish deliverables;
7. Pursuant to Charter Section 371(e)(8) and as a result of the Richmond Contract, the City’s Original Contract was exempt from competitive bidding requirements due to a cooperative arrangement with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts;

8. The City of Richmond, California amended the Richmond Contract with Contractor to extend the term to April 6, 2021 under the same terms and conditions of its original agreement;
9. On or about November 18, 2019, City and Contractor amended the Agreement ("First Amended and Restated Agreement") to extend the term of the Original Contract through February 14, 2021 and increase the maximum payable amount to \$450,000;
10. The Richmond Contract expires in April 2021;
11. City's Agreement with Contractor is scheduled to expire on February 14, 2021;
12. City has a continuing need to utilize Contractor's professional services;
13. On or about July 1, 2019, the City and County of San Francisco, California entered into an agreement with Contractor ("San Francisco Agreement") for ADR services, including the services set forth in the City's Original Agreement;
14. The term of the San Francisco Agreement expires on June 30, 2022;
15. Pursuant to Charter Section 371(e)(8) and as a result of the Richmond Contract and the San Francisco Contract, City's Agreement with Contractor (including this Second and Amended Restated Agreement) is exempt from competitive bidding requirements due to cooperative arrangements with other governmental agencies for the utilization of the purchasing contracts and professional, scientific, expert or technical services contracts;
16. The services required are of an expert and technical nature and are temporary and occasional in character; therefore, competitive bidding under Charter Section 371 is neither practicable, nor advantageous, nor consistent with City's interests;
17. City and Contractor now wish to enter into this Second Amended and Restated Agreement ("Second Amended and Restated Agreement") to extend the Contract for one additional year through June 30, 2022; and

NOW, THEREFORE, in consideration of the promises and of the covenants, representations, and agreements set forth herein, the parties hereby covenant, represent, and agree as follows:

ARTICLE A – PURPOSE AND SCOPE

1. Purpose. The purpose of Contractor’s work under this Agreement is to:
 - 1.1 Construct an alternative dispute resolution program (“ADR program”) authorized by California law which will provide injured LAPPL active and retired members covered by the ADR program, who claim to have sustained injuries or illnesses compensable pursuant to the workers' compensation laws of the State of California, with:
 - 1.1.1 Timely and efficient determination of claims status;
 - 1.1.2 Timely and efficient access to high quality medical care;
 - 1.1.3 The best opportunity reasonably possible to return to work in a timely fashion;
 - 1.1.4 An ADR program that provides the best opportunity reasonably possible (i) to promote the efficient, timely and fair resolution of all disputes that do arise in the processing of claims, including, but not limited to the compensability of claims within the jurisdiction of this program; and (ii) to prevent disputes, and reduce the frequency and severity of those disputes that do arise, that otherwise delay treatment, a timely return to work and the ultimate resolution of the claim.
 - 1.2 Provide the foregoing on a stable and long-term basis.
 - 1.3 Replace, with this ADR program, all dispute resolution processes provided by workers’ compensation law to the maximum extent permitted under California Labor Code Section 3201.7.
2. Services to be Provided. As directed by City, Contractor agrees to provide ADR Director services, as provided in **Attachment C, Scope of Work**, and perform such other functions as further articulated in this Agreement.
3. Modifications. Any modifications in the terms and/or conditions of this Agreement shall require the execution of an amendment, approved and signed by an authorized representative of both City and Contractor. If Contractor performs any modification without a written amendment, City shall neither pay for, nor be obligated to accept, said modification.

ARTICLE B – NOTICES AND TERM

1. Representatives of the Parties and Service of Notices
 - 1.1 The representatives of the respective parties authorized to administer this Agreement, and to whom formal notices, demands, and communications will be given are as follows:

1.1.5 The representative of City will be, unless otherwise stated in the Agreement:

Wendy G. Macy
General Manager
Personnel Department
700 E. Temple Street, Room 305
Los Angeles, California 90012

With copies to:

Tyrone Spears
Workers' Compensation Division Chief
Personnel Department, Workers' Compensation Division
700 E. Temple Street, Room 210
Los Angeles, California 90012

1.1.6 The representative of Contractor will be:

Steven Siemers Sole Member of LLC
Steven Siemers Dispute Resolution
1939 Harrison Street, Suite 904
Oakland, CA 94612

1.2 Formal notices, demands, and communications required hereunder by either party will be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

1.3 If the name of the person designated to receive the notices, demands, or communications, or the address of such person is changed, written notice will be given, in accordance with Article I, within five (5) business days of said change.

2. Time of Performance. The term of this Agreement will commence on February 15, 2018 and end on June 30, 2022, or at such time as all funding provided herein has been expended, whichever occurs first, subject to the termination provisions herein and availability of City budgeted funds.

2.1 Ratification Clause. Due to the need for Contractor's services to be provided continuously on an ongoing basis, Contractor may have provided services prior to the execution of this Agreement. To the extent that said services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

ARTICLE C – DATA SECURITY AND PRIVACY

1. Data Ownership. City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor (“City Data”), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City’s benefit.

All documents and records (hereinafter collectively referred to as “Documents”) provided by the City to Contractor shall remain the property of the City and must be returned to the City upon termination of this Contract or at the request of the City.

The provisions of this Section survive expiration or termination of this Agreement.

2. Data Protection

- 2.1 Contractor shall use best efforts, but in no event less than information security industry standard protections, to prevent unauthorized use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data.

- 2.2 Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed standard of care and not less stringent than the measures Contractor applies to Contractor’s own personal data and non-public data of similar kind.

- 2.3 Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.

- 2.4 At no time may any content or City processes be copied, disclosed, or retained

by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.

3. Compliance with Privacy Laws. Contractor shall ensure that Contractor's performance of Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.

Confidential Information. Contractor understands that all original material, whether written or readable by machine, including written or recorded data, documents, graphic displays, reports, and other documentation or other materials which contain information relating to Contractor's performance hereunder are considered confidential property of City. Contractor understands the sensitive nature of the above and therefore agrees that neither its officers, partners, employees, agents, contractors or subcontractors will release, disseminate, or otherwise publish said reports or other such data, information, documents, graphic displays, nor other materials except as provided herein or as authorized, in writing, by City's representative. This section shall remain in effect after the termination of this Agreement until such time as the Confidential Information has been released by City. Contractor must submit a signed copy of the **Confidentiality Agreement**, that is attached hereto as **Attachment B**, and incorporated herein, and require it from each subcontractor. The provisions of this subsection shall survive expiration or termination of this Agreement.

4. Provision of Data. Upon termination of this Agreement for any cause or reason (including City's breach), Contractor shall provide City with a copy of all City Data in Contractor's possession in a mutually agreeable machine-readable format.
5. Data, Development, and Access-Point Location. Contractor shall provide its hosting services to City and its end users solely from data centers in the continental United States of America. Storage of Content at rest shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor may permit its personnel and contractors to access City Data remotely only as required to provide technical support. Contractor shall neither access, nor allow a third-party access to the systems from any location outside of the continental United States of America. Contractor shall not provide any services under this Agreement from a location outside of the continental United States of America, absent receipt of City's express approval.
6. Data Breach. Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue.

Contractor shall notify City as soon as reasonably feasible, but in any event within twenty-four (24) hours in writing and telephonically of Contractor's discovery or reasonable belief of any unauthorized access of City Data ("Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security ("Security Incident"), including, but not limited to, denial of service attack, system outage, instability, or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. If directed by City, Contractor shall retain an independent third party to conduct the investigation at Contractor's sole cost. At City's sole discretion, City and/or its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement. Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security.

6.1 Data Breach Liability. If City is subject to any claims relating to any Data Breach or Security Incident, Contractor shall fully indemnify and hold harmless City and defend City against any such claims, including reimbursement of any costs incurred by City relating to those claims. This obligation is in addition to any of Contractor's other indemnification obligations in this Agreement.

7. Firewalls and Access Controls

7.1 Access Precautions. Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

7.1.1 Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;

7.1.2 Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and

7.1.3 Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.

7.2 Security Best Practices. Contractor shall implement the following security best

practices with respect to any service provided:

7.2.1 **Least Privilege:** Contractor shall authorize access only to the minimum amount of resources required for a function.

7.2.2 **Separation of Duties:** Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

7.2.3 **Role-Based Security:** Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

8. **Access Restrictions.** Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data.
9. **Right of Audit by City.** Without limiting any other audit rights of City, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, on an ongoing basis from time to time and without notice, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14 days) of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program.
10. **Written Information Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.
11. **Change in Service.** Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as

applicable, which can impact the security of the services.

ARTICLE D – PAYMENT AND INVOICING

1. Payment Terms and Deliverables. City's total obligation under this Agreement shall not exceed \$450,000 for the term of this Agreement for complete and satisfactory performance of the terms of this Agreement as provided in **Attachment D, Fee Schedule**.
2. Limitation of City's Obligation to Make Payments to Contractor. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for City to comply with its governing legal requirements, City shall have no obligation to make any payments to Contractor unless City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.
3. Invoicing

3.1 Invoicing

3.1.1 Invoices must be submitted to:

Tyrone Spears
Workers' Compensation Division Chief
Personnel Department, Workers' Compensation Division
700 E. Temple Street, Room 210
Los Angeles, California 90012
or tyrone.spears@lacity.org

3.1.2 To ensure that services provided under personal services contracts are measured against services as detailed in the Agreement, the Controller of the City of Los Angeles has developed a policy requiring that specific supporting documentation be submitted with invoices.

3.1.3 Contractor shall submit invoices that conform to City standards and include, at a minimum, the following information:

- i. Name and address of Contractor
- ii. Name and address of City department being billed

- iii. Date of invoice and date service was completed
- iv. Agreement number or authority (purchase order) number
- v. Task Order or Notice to Proceed
- vi. Description of completed task and amount due for task, including:
 - a) Name of personnel working on task
 - b) Hours spent on task and timesheet supporting charges (if applicable)
 - c) Rate per hour and total due
- vii. Original manufacturer's invoice for items where the cost or cost plus is supported by the contract
- viii. Certification by a duly authorized officer
- ix. Discount and terms (if applicable)
- x. Remittance Address (if different from Contractor's address)

All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of Contractor. Evidence that tasks have been completed, in the form of a report, brochure, or photograph, shall be attached to all invoices. Invoices must be submitted within 30 days of service, or monthly, and will be payable to Contractor no later than 30 days after acknowledged receipt of a complete invoice. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by City's Fiscal Officer. Notwithstanding the foregoing, City shall not be responsible for, and Contractor waives the right to seek, any late fees, late charges, penalties, and/or interest.

- 3.1.4 Invoices and supporting documentation must be prepared at the sole expense and responsibility of Contractor. City shall not compensate Contractor for costs incurred in invoice preparation. City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. City reserves the right to request additional supporting documentation to substantiate costs at any time.
- 3.1.5 Subcontractors' Requirements. Tasks that are completed by subcontractors must be supported by subcontractor invoices, copies of pages from reports, brochures, photographs, or other unique documentation that substantiates their charges.
- 3.1.6 ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and to approve demands before they are drawn on the Treasury.

ARTICLE E – REPRESENTATIONS AND WARRANTIES

1. Responsibility to Provide Services in Accordance with Applicable Standards and Requirement to Possess All Valid Permits and Licenses. Contractor represents and warrants that the work performed hereunder shall be completed in a manner consistent with professional standards among those firms in Contractor's profession, doing the same or similar work, under the same or similar circumstances. Contractor must possess and maintain valid licenses and permits required to perform the services described herein.
2. Compliance with Statutes and Regulations. Contractor, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations, and orders of the United States, the State of California, the County and City of Los Angeles. Contractor shall comply with new, amended, or revised laws, regulations, and procedures that apply to the performance of this Agreement.

ARTICLE F – STANDARD PROVISIONS FOR CITY CONTRACTS

1. Standard Provisions for City Contracts. Contractor agrees to, and shall comply with, the **Standard Provisions for City Contracts (Rev. 10/17 [v.3])**, which are attached hereto as **Attachment A** and made a part hereof as though fully set forth herein.
2. Disclosure of Border Wall Contracting. Contractor shall comply with Los Angeles Administrative Code (LAAC) Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1.

ARTICLE G – MISCELLANEOUS

1. Insurance. Contractor shall maintain the level of insurance required in the completed Form Gen. 146, Required Insurance and Minimum Limits, which is attached as [Exhibit 1] to **Attachment A, Standard Provisions for City Contracts (Rev. 10/17, [v.3])**. The insurance must name City as additional insured with respect to liability coverage. No policies or certificates with respect to such insurance may be cancelled or materially changed without at least 30 days' prior written notice by the respective insurer to City.
2. Separation Assistance. In the event of separation, Contractor shall provide separation assistance to City to facilitate separation. Contractor shall further guarantee elimination from Contractor's services of all City Data upon separation.
3. Contractor's Personnel & Subcontractors. Except as expressly provided in Subsection 3.1 below, Contractor shall use its own employees to perform the services described in this Agreement. City shall have the right to review and approve any personnel who are assigned to work under this Agreement. Contractor agrees to remove personnel from performing work under this Agreement if requested to do so by City. City reserves the right to have Contractor replace any project personnel

with equally or better qualified staff upon submitting written notice to Contractor. In addition, City reserves the right to approve in advance any changes in project personnel or levels of commitment by Contractor to the project.

- 3.1 Subcontractors/No Third Party Beneficiaries. Contractor may utilize subcontractors to assist in performance of this Agreement. Notwithstanding the fact that Contractor may utilize subcontractors, Contractor shall remain responsible for performing all aspects of this Agreement. City has the right to approve Contractor's subcontractors and City reserves the right to request replacement of a subcontractor. City does not have any obligation to pay subcontractors and nothing herein creates any privity between City and the subcontractors.
4. Non-Exclusive Agreement. Contractor understands and agrees that this is a non-exclusive Agreement to provide services to City and that City has entered into contracts with other contractors and will continue to do so. City may terminate this Agreement and use any of the contractors with whom City has current or future contracts and, therefore, City cannot estimate nor guarantee the volume or amount of work to be received by Contractor under this Agreement.
5. Contractor's Interaction with the Media; Publicity. Contractor shall refer all inquiries from the news media to City, shall immediately contact City to inform City of the inquiry, and shall comply with the procedures of City's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services hereunder.
6. Ambiguity. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement.
7. Amendments to Agreement. Any changes in the terms of this Agreement, including changes in the services to be performed by Contractor, extension of the term, and any increase or decrease in pricing, must be incorporated into this Agreement by a written amendment properly executed by both parties.
8. Notice of Delays. Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.
9. Entire Agreement. This Agreement contains the full and complete Agreement between the parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement. The parties acknowledge that they have read and understood this Agreement and had an opportunity to consult with counsel of their choosing.
10. Order of Precedence. In the event of any inconsistency between the provisions in the body of this Agreement and the attachments, the provisions in the body of this

Second Amended and Restated Agreement take precedence, followed by **Attachment A, Standard Provisions for City Contracts (Rev. 10/17 [v.3])**, followed by the provisions in the body of the Original Contract, followed by the provisions in the body of the First Amended and Restated Agreement, followed by any other exhibits or attachments to this Agreement.

This Agreement may be executed in one or more counterparts, and by the Parties in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement. The Parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

(Signature Page to Follow)

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives.

THE CITY OF LOS ANGELES

STEVEN SIEMERS DISPUTE RESOLUTION, LLC

By: _____
WENDY G. MACY
General Manager,
Personnel Department

By: _____
STEVEN SIEMERS
Sole Member of LLC

Date: _____

Date: _____

APPROVED AS TO FORM:

ATTEST:

MICHAEL N. FEUER, City Attorney

HOLLY L. WOLCOTT, City Clerk

By: _____
BRENT L. NICHOLS
Deputy City Attorney

By: _____
Deputy City Clerk

Date: _____

Date: _____

City Business License Number: _____
Internal Revenue Service Taxpayer Identification Number: _____
Agreement Number: C-131322

Professional Services Agreement

STEVEN SIEMERS DISPUTE RESOLUTION, LLC

Attachment B – Confidentiality Agreement

I _____, (hereinafter referred to as “Contractor”), have entered into a contract (hereinafter referred to as the “Agreement”) with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as “City”).

I will provide temporary services to City and as part of these services I will have access to confidential information. “Confidential Information” includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City’s Confidential Information as I use to protect my own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that the City of Los Angeles will seek all possible legal redress.

Print Contractor Name Contractor Signature

Print Contractor Title Date

Contractor Address

Agreement Number: C-131322

Professional Services Agreement

STEVEN SIEMERS DISPUTE RESOLUTION, LLC

Attachment C – Scope of Work

1. Contractor shall facilitate the development of the ADR program under the direction of the Working Group (“Working Group” means a group, comprised of three designated representatives of the City and three designated members of the LAPPL established to oversee the terms and conditions of the ADR program), and provide necessary expertise, oversight, and training by:
 - 1.1 Facilitating with labor and management the identification of the workers’ compensation issues that the parties wish to address in developing the ADR program;
 - 1.2 Drafting, or providing expertise for employer and union in drafting, the ADR Program Agreement between the City and LAPPL;
 - 1.3 Filing the ADR agreement and documents required by Title 8, California Code of Regulations, Section 10202, with the Division of Workers’ Compensation, State of California, in seeking Recognition of the Agreement from the Administrative Director;
 - 1.4 Making recommendations regarding the selection of the Member Advocate(s) and other ADR professionals identified in the ADR Program Agreement;
 - 1.5 Providing training to the Working Group, Member Advocate(s), and Claims staff;
 - 1.6 Advising City claims management staff regarding required data collection as necessary;
 - 1.7 Attending meetings of the Working Group, and preparing informational material as requested;
 - 1.8 Providing expertise in making decisions regarding medical provider list and medical-legal evaluator list; and
 - 1.9 Assisting in drafting other program documents as requested by the Working Group (i.e. forms, form letters, rules, medical network guidelines, etc.).

2. Contractor shall serve as the ADR Director to oversee the ADR program and provide consultation to the Working Group in the administration of the program, including but not limited to, by:
 - 2.1 Providing assistance to the Working Group in monitoring the work of the Member Advocate, Claims Management staff, and other ADR professionals, on an ongoing basis for compliance with training as well as the requirements set forth in the ADR program; and
 - 2.2 Providing ongoing training as necessary to optimize the performance of the program; including but not limited to ongoing training as necessary regarding the roles of those involved in the delivery of compensation and the review of loss

runs with the purpose of identifying claims that require extra steps to move them forward toward resolution; and

- 2.3 Assisting the employer and third-party claims administrator in supplying the legally required data to the Division of Workers' Compensation in March of every year (Labor Code Section 3201.7(h)); and
 - 2.4 Attending all labor-management meetings and reporting on the performance of the program; and
 - 2.5 Performing other duties and assignments as established by the Working Group consistent with the intent and purpose of the ADR Program Agreement.
3. City shall provide necessary resources and data upon Contractor's request.

Professional Services Agreement

STEVEN SIEMERS DISPUTE RESOLUTION, LLC

Attachment D – Fee Schedule

1. City shall pay Contractor for all services rendered at a rate of \$425 per documented labor hour.
2. Any other Contractor personnel and their hourly rates not listed herein shall be subject to City's pre-approval.