County of Los Angeles
CHIEF EXECUTIVE OFFICE
OPERATIONS CLUSTER

SACHI A. HAMAI
Chief Executive Officer

DATE: June 2, 2016
TIME: 1:00 p.m.
LOCATION: Kenneth Hahn Hall of Administration, Room 830

AGENDA

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

1. Call to order – James Blunt / Gevork Simdjian

A) **Board Letter – APPROVE AMENDMENT NO. FIVE TO AGREEMENT NO. 76516 WITH ARXIUM, INC. FOR EQUIPMENT MAINTENANCE, REPAIR AND SUPPORT SERVICES**
LASD – Sheriff Jim McDonnell or designee

B) **Board Letter – AWARD OF A SERVICES CONTRACT FOR ALAMITOS BARRIER PROJECT TELEMETRY SYSTEM UPGRADE CONSULTANT SERVICES AGREEMENT**
DPW – Gail Farber or designee

C) **Board Letter – AWARD SERVICES CONTRACT FOR WEST COAST BASIN BARRIER PROJECT TELEMETRY SYSTEM PHASE 2B CONSULTANT SERVICES AGREEMENT**
DPW – Gail Farber or designee

D) **Board Letter – BOND AUTHORIZATION INCREASE PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM**
TTC/ISD – Joseph Kelly and Dave Chittenden and/or designee(s)

E) **Board Letter – APPROVAL OF MODEL MASTER AGREEMENT FOR INVESTIGATION SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES PERSONNEL AND EQUITY INVESTIGATIONS**
DHR – Lisa M. Garrett or designee

2. Public Comment

3. **CLOSED SESSION**

CS-1 CONFERENCE WITH LEGAL COUNSEL – POTENTIAL EXPOSURE TO MULTIPLE LITIGATION
(Paragraph (2) of Subdivision (d) of Government Code section 54956.9)

Potential request for termination for convenience of ten Job Order Contract agreements.

4. Adjournment

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

Dear Supervisors:

APPROVE AMENDMENT NUMBER FIVE TO AGREEMENT NUMBER 76516 WITH ARXIUM, INCORPORATED FOR EQUIPMENT MAINTENANCE, REPAIR AND SUPPORT SERVICES (ALL DISTRICTS) (3 VOTES)

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

SUBJECT

The Los Angeles County (County) Sheriff's Department (Department) is seeking the Board's approval of Amendment Number Five (Amendment) to Sole Source Agreement Number 76516 (Agreement) with ARxIUM Inc., formerly Automed Technologies, Inc. (ARxIUM) for continued maintenance, repair and support services (Services) for the Department's Medical Services Bureau's (MSB) automated medication packaging machines (Platform).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chair of the Board to sign the attached Amendment to the Agreement with ARxIUM for Services, which extends the term of the Agreement for one year with two one-year optional extension periods, while the Department moves its operations to the Department of Health Services (DHS). The Agreement expires on September 30, 2016.

2. Delegate authority to the Sheriff, or his designee, to execute change notices and amendments to the Contract in order to: (1) add and/or update standard County contract provisions as required by the Board or the County's Chief Executive Office (CEO); (2) exercise the extension options if it is in the best interest of the County; and (3) add and/or delete machines.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of this action will allow the Department to move its operations to DHS and allow DHS to analyze the various options for a pharmacy-based automated medication packaging system and make a recommendation to the Board on a future solution.

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This Amendment is necessary to keep the Platform running efficiently. ARxIUM's technology is designed to meet the high prescription-dispensing volume needs of the Department's MSB which, on average, dispenses over 90,000 active medication orders daily.

Given the current transfer of MSB to DHS, and the time needed to evaluate alternative solutions, it is in the County's best interest to continue to operate and maintain the current ARxIUM Platform.

ARxIUM service personnel, or any County-authorized subcontractor of ARxIUM, are the only authorized representatives who may service the Platform. ARxIUM does not train, certify, license, or otherwise endorse any third party to provide support, maintenance, repairs, and/or upgrade services to their equipment.

Implementation of Strategic Plan Goals

The services provided under this Contract support the County's Strategic Plan Goal 3, Integrated Services Delivery maximizing the opportunities to measurably improve client and community outcomes, and leverage resources through the continuous integration of health and public safety.

FISCAL IMPACT/FINANCING

The proposed Amendment will extend the term of the Agreement for one year, plus two one-year optional extension periods. The expenditures for these Services are estimated to be $217,220 annually. Funding will be allocated in the Department's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Presently, the Department houses over 9,000 inmates who have a need for medication on a daily basis. Each day, there are over 90,000 active orders for medications for these patients. As a result, the dispensing of such large quantities of medications to patients is a massive undertaking. To achieve this goal, the Department's Medical Services Bureau (MSB) initially purchased three FDS 330 automated medication packaging machines from ARxIUM under a purchase order issued by the Internal Services Department in 2000. Since the initial purchase, the Department has purchased an additional six machines for a total of nine, which are operating in four locations (Twin Towers, Century Regional Detention Facility, Men's Central Jail, and North County Correctional Facility).

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The individual machines are capable of packaging up to 60 single-dose medications per minute, and up to 40 multiple-dose medications per minute. The machines pack medications by inmate name, facility, module/room, bed, and dosage time. This enables the medical staff to have medications ready to dispense at the time of administration. Inmate-specific medical information is provided to the Platform through an interface with the Jail Health Information System (JHIS).

Since the initial purchase, the Platform has been upgraded from the FDS 330 to the FastPak EXP. The Platform reduces medication waste, as unused medications can be re-issued. The Platform eliminates errors in dispensing medications that could cause adverse reactions and expose the Department to unnecessary risk. The Platform is a pharmacy-based automated medication packaging system that enables the Department to remain in compliance with California pharmacy laws.

CONTRACTING PROCESS

The Services have been provided by ARxIUM under Agreement Number 76516, which was approved by your Board on April 1, 2008; however, the Department has owned and operated ARxIUM machines since 2000.

On March 9, 2016, the Department submitted to the Board an Advance Notification of Intent to Enter into Negotiations for a Sole Source Amendment to Agreement Number 76516 with ARxIUM Technologies, Incorporated.

CIO recommends approval of the Amendment. Per CIO, analysis not attached because this is a continuation of the original Sole Source and the terms and conditions have not changed.

The Amendment has been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will ensure continued maintenance, repair and support of the Department's automated medication packaging machines.

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CONCLUSION

Upon approval by the Board, please return two adopted copies of this Board letter to the Department's Contracts Unit. Should additional information be required, your staff may contact Contracts Manager, Angelo Faiella, at (213) 229-3259.

Sincerely,

JIM McDONNELL
Sheriff

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JM:SJK:sk
(Administrative Services Division-Contracts Unit)

Enclosures

c: Board of Supervisors, Justice Deputies
Lori Glasgow, Executive Officer, Board of Supervisors
Sachi A. Hamai, Chief Executive Officer
Sheila Williams, Senior Manager, Chief Executive Office (CEO)
Jocelyn Ventilacion, Lead Analyst, CEO
Aileen Yu, Senior Analyst, CEO
Mary C. Wickham, County Counsel
Michele Jackson, Principal Deputy County Counsel
Elizabeth D. Miller, Chief Legal Advisor, Legal Advisory Unit
Neal B. Tyler, Executive Officer
Richard J. Barrantes, Assistant Sheriff
Jacques A. La Berge, Acting Assistant Sheriff
Kelly L. Harrington, Assistant Sheriff
Todd S. Rogers, Assistant Sheriff
Georgia Mattera, Division Director, Office of the Sheriff
Conrad Meredith, Acting Division Director, Administrative Services Division(ASD)
Rita C. Dineros, Director, Medical Services Bureau (MSB)
Kathy Hanks, Director, Department of Health Services
Glen Joe, Director, Fiscal Administration
Kevin R. Kuykendall, Captain, MSB
Susie Cousins, Assistant Director, Fiscal Administration, Contracts Unit
Derek S. Sabatini, Lieutenant, DSB
Angelo Faiella, Manager, Contracts Unit
Andrew M. Dahring, Sergeant, ASD
Samuel J. Gomez, Deputy, ASD
Stacey Kirk, Contract Analyst, Contracts Unit
Chrono File

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June 21, 2016

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

Dear Supervisors:

AWARD SERVICES CONTRACT FOR
ALAMITOS BARRIER PROJECT TELEMETRY SYSTEM UPGRADE
CONSULTANT SERVICES AGREEMENT
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)

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

SUBJECT

This action is to approve entering into a consultant services agreement with Leed Electric, Inc., for the implementation of the Alamitos Barrier Project Telemetry System Upgrade which will replace an obsolete telemetry system installed in 2001 with one that is compatible with the seawater barrier telemetry system, and expand the system to include additional facilities. The Alamitos Barrier Project Telemetry System Upgrade will enable the Department of Public Works to remotely collect, store, analyze, and present status information on operational conditions at facilities associated with the Alamitos Barrier Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act under Section 15301 of the State CEQA Guidelines.

2. Award and authorize the Director of Public Works or her designee to execute a consultant services agreement with Leed Electric, Inc., for the implementation and installation of the Alamitos Barrier Project Telemetry System Upgrade for a maximum not-to-exceed contract sum of $388,308. Funding for these services is included in the Fiscal Year 2015-16 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. The term of this agreement shall commence upon full

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execution by both parties, and shall terminate one year after the final acceptance date by Public Works.

3. Delegate authority to the Director of Public Works or her designee to execute change orders for unforeseen, additional work directly related to the scope of the agreement by utilizing contingency funds in the total amount of $35,300 included in the not-to-exceed contract sum of $388,308.

4. Delegate authority to the Director of Public Works or her designee to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to replace an obsolete Geomation based telemetry system on the Alamitos Barrier Project (ABP) with one that is compatible with the seawater barrier telemetry system, and expand the system to include additional ABP facilities currently without a telemetry system. The existing Geomation based telemetry system was implemented in 2001. The Alamitos Barrier Project Telemetry Upgrade will be integrated into Public Works' existing seawater barrier telemetry system, which was authorized by your Board in two phases in 2006 and 2007. The seawater barrier telemetry system utilizes specialized software related equipment and appurtenances to monitor operational conditions. The data is transmitted directly to Public Works' Headquarters in real time, where engineers can evaluate the information and improve operational efficiency of the seawater barriers in order to protect the groundwater from seawater intrusion. The installation and implementation of the ABP Telemetry System Upgrade will be seamless and will utilize the same hardware installation and software configuration used on the existing seawater barrier telemetry system.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Community Support and Responsiveness (Goal 2). The recommended actions will help achieve these goals by maximizing the collection of accurate and timely data to ensure that the County's groundwater supply is protected from seawater intrusion.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

This agreement is for a not-to-exceed amount of $388,008, which includes $35,300 in contingency funds for necessary changes or additions that may arise during the progress of the work related to the original scope of the agreement. Funding for these services is included in the Fiscal Year 2015-16 Internal Service Fund Budget, which will

be reimbursed by the Flood Control District Fund Budget. Additional work within this allowance will not be performed without prior written authorization from the Director of Public Works or her designee.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended consultant is Leed Electric, Inc., a certified local small business enterprise located in Santa Fe Springs, California. This agreement will commence upon full execution by both parties, and shall terminate one year after the date of final acceptance by Public Works.

The Chief Information Office (CIO) reviewed this request and recommends approval. The CIO determined that this expansion of the existing Alamitos Barrier Project Telemetry System does not require any new information technology acquisition. Therefore, no formal CIO analysis is required. The recommended agreement was solicited on an open-competitive basis and is in accordance with the applicable Federal, State, and County requirements. The consultant is in compliance with the requirements of the Chief Executive Officer and your Board.

The Agreement will be substantially similar to the form previously approved as to form by County Counsel (Enclosure A). Prior to the Director of Public Works or her designee executing this Agreement, the consultant will sign and County Counsel will review it as to form.

The ABP Telemetry System Upgrade will update an existing ABP telemetry system and expand it to include ABP locations currently without telemetry. The proposed ABP Telemetry System Upgrade includes replacement of hardware and solar power accessories associated with the outdated telemetry system, and programming of commercial off-the-shelf software. The ABP Telemetry System Upgrade requires a one-year maintenance and support period from the date of Public Works' final acceptance to ensure that all instrumentation and system components are integrated and properly functioning.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations. The contract contains terms and conditions supporting your Board's ordinances, policies, and programs including, but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service

Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the consultant before any work is assigned.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from California Environmental Quality Act (CEQA) and is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of State CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The current proposed work meets the requirements of Section 15301 in that it involves minor alteration of existing public structures, facilities, mechanical equipment, and topographical features, involving negligible or no expansion of use beyond that existing at the time of the Board's consideration of this item. The proposed work includes programming of commercial off-the-shelf software and the installation of cables, instrumentation, and sensors within existing facilities.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar Recorder/County Clerk.

CONTRACTING PROCESS

On February 9, 2016, Public Works issued a Request for Proposals (RFP). The RFP was posted on the "Doing Business with Us" website and the "Public Works Contract Opportunities" website. On March 9, 2016, two firms responded to the RFP. An evaluation committee, comprised of staff from Public Works, evaluated the proposals and determined that Leed Electric, Inc., is the highest rated, responsive, and responsible proposer for this project. The evaluation was based on criteria described in the RFP, which included the price; technical expertise; work plan; experience; personnel qualifications; performance history/references; and understanding of the work requirements. The evaluation was completed without regard to race, creed, color, or gender.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The implementation of ABP Telemetry System Upgrade will enable Public Works to remotely collect, store, analyze, and present status information on operational

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conditions at ABP facilities to ensure that the County's groundwater supply is protected from seawater intrusion.

CONCLUSION

Please return one adopted copy of this letter to Public Works, Water Resources Division.

Respectfully submitted,

GAIL FARBER
Director of Public Works

Reviewed by:

PETER LOO
Acting Chief Information Officer

GF:CS:vt

Enclosures

c: Chief Executive Office (Rochelle Goff)
Chief Information Office (Eric Sasaki)
County Counsel (Truc Moore)
Executive Office

bc: Architectural Engineering
Budget/Fund Management
Flood Maintenance
Information Technology Systems and Applications (William Moore)
Watershed Management

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June 21, 2016

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

Dear Supervisors:

AWARD SERVICES CONTRACT FOR
WEST COAST BASIN BARRIER PROJECT TELEMETRY SYSTEM PHASE 2B
CONSULTANT SERVICES AGREEMENT
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)

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

SUBJECT

This action is to approve entering into a consultant services agreement with Leed Electric, Inc., for the implementation and installation of the West Coast Basin Barrier Project Telemetry System Phase 2B, which will expand the existing seawater barrier telemetry system and enable the Department of Public Works to further remotely collect, store, analyze, and present status information on operational conditions at additional facilities associated with the West Coast Basin Barrier Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the work covered by this consultant services agreement to extend the existing seawater barrier telemetry system as part of the West Coast Basin Barrier Project, is categorically exempt from the provisions of the California Environmental Quality Act under Section 15301 of the California Environmental Quality Act Guidelines.

2. Award and authorize the Director of Public Works or her designee to execute a consultant services agreement with Leed Electric, Inc., for the implementation and installation of the West Coast Basin Barrier Project Telemetry System Phase 2B for a maximum not-to-exceed contract sum of $769,421.65. The term of this agreement, shall commence upon full execution by both parties and unless modified, shall terminate 1 year after the final acceptance date by Public Works.

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3. Delegate authority to the Director of Public Works or her designee to execute change orders for unforeseen, additional work directly related to the scope of the agreement by utilizing contingency funds in the total amount of $69,947.42 included in the maximum not-to-exceed contract sum of $769,421.65.

4. Delegate authority to the Director of Public Works or her designee to suspend work if, in the opinion of the Director of Public Works or her designee, it is in the best interest of the County to do so.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to expand the existing seawater barrier telemetry system on the West Coast Basin Barrier Project (WCBBP). The Department of Public Works has an existing seawater barrier telemetry system installed and functioning that monitors segments of the Alamitos Barrier Project (ABP), the Dominguez Gap Barrier Project (DGBP), and the WCBBP. The existing seawater barrier telemetry system utilizes specialized software related equipment and appurtenances to monitor operational conditions at injection wells, observation wells, and pressure reducing valves. The data is transmitted directly to Public Works' Headquarters in real-time, where engineers can evaluate the information and improve operational efficiency of the seawater barriers in order to protect the groundwater from seawater intrusion. This work will expand the existing seawater barrier telemetry system to monitor segments of the WCBBP currently without a telemetry system. The implementation and installation of the WCBBP Telemetry System Phase 2B will be seamless and will utilize the same hardware and software configuration used on the existing seawater barrier telemetry system.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provisions of Operational Effectiveness/Fiscal Sustainability (Goal 1) and Community Support and Responsiveness (Goal 2). The recommended actions will help achieve these goals by maximizing the collection of accurate and timely data to ensure that the County's groundwater supply is protected from seawater intrusion.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

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This agreement is for a not-to-exceed amount of $769,421.65, which includes $69,947.42 in contingency funds for necessary changes or additions that may arise during the progress of the work related to the original scope of the agreement. Funding for these services is included in the Fiscal Year 2015-16 Internal Service Fund Budget, which will be reimbursed by the Flood Control District Fund Budget. Additional work within this allowance will not be performed without prior written authorization from the Director of Public Works or her designee.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The recommended consultant, Leed Electric, Inc., is a certified local small business enterprise located in Santa Fe Springs, California. This agreement will commence upon full execution by both parties, and unless modified, shall terminate 1 year after the final acceptance date by Public Works.

The Chief Information Office (CIO) reviewed this request and recommends approval. The CIO determined that this expansion of the existing WCBBP Telemetry System does not require any new information technology acquisition. Therefore, no formal CIO analysis is required. The recommended agreement was solicited on an open-competitive basis and is in accordance with the applicable Federal, State, and County requirements. The consultant is in compliance with the requirements of the Chief Executive Officer and the Board.

The agreement will be substantially similar to the form previously approved as to form by County Counsel (Enclosure A). Prior to the Director of Public Works or her designee executing this agreement, the consultant will sign and County Counsel will review it as to form.

The implementation of the WCBBP Telemetry System was split into two phases. Phase 1B was awarded for implementation and installation by the Board on February 2, 2010, for a contract amount of $272,849.50 and was completed on March 28, 2011. It included the installation of conduits, pull boxes, and new observation well vaults. The proposed Phase 2B includes programming of commercial off-the-shelf software and the installation of cables, instrumentation, and sensors within the existing facilities constructed in Phase 1B of the project. Phase 2B requires a 1-year maintenance and support period from the date of Public Works' final acceptance to ensure that all instrumentation and system components are integrated and properly functioning.

The award of the contract will not result in unauthorized disclosure of confidential information and will be in full compliance with Federal, State, and County regulations.

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The contract contains terms and conditions supporting the Board's ordinances, policies, and programs including, but not limited to: County's Greater Avenues for Independence (GAIN) and General Relief Opportunities for Work (GROW) Programs, Board Policy No. 5.050; Contract Language to Assist in Placement of Displaced County Workers, Board Policy No. 5.110; Reporting of Improper Solicitations, Board Policy No. 5.060; Notice to Contract Employees of Newborn Abandonment Law (Safely Surrendered Baby Law), Board Policy No. 5.135; Contractor Employee Jury Service Program, Los Angeles County Code, Chapter 2.203; Notice to Employees Regarding the Federal Earned Income Credit (Federal Income Tax Law, Internal Revenue Service Notice 1015); Contractor Responsibility and Debarment, Los Angeles County Code, Chapter 2.202; the Los Angeles County's Child Support Compliance Program, Los Angeles County Code, Chapter 2.200; Defaulted Property Tax Reduction Program Ordinance, Los Angeles County Code, Chapter 2.206; and the standard Board-directed clauses that provide for contract termination or renegotiation.

Proof of the required Comprehensive General and Automobile Liability insurance policies, naming the County as additional insured, and evidence of Workers' Compensation insurance will be obtained from the consultant before any work is assigned. On February 10, 2016, the Request for Proposals (RFP) for this solicitation was submitted to the appropriate union for review. The union has not asked to meet with Public Works regarding this solicitation.

ENVIRONMENTAL DOCUMENTATION

The proposed project to expand the existing seawater barrier telemetry system as part of the WCBBP Phase 2B, is categorically exempt from the California Environmental Quality Act (CEQA) and is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of CEQA Guidelines and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. Phase 1B work for the WCBBP was completed on March 28, 2011. The current proposed work for Phase 2B meets the requirements of Section 15301 in that it involves minor alteration of existing public structures, facilities, mechanical equipment, and topographical features, involving negligible or no expansion of use beyond that existing at the time of the Board's consideration of this item.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk.

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CONTRACTING PROCESS

On January 21, 2016, Public Works issued a RFP. The RFP was posted on the "Doing Business with Us" website and the "Public Works Contract Opportunities" website. On February 22, 2016, two firms responded to the RFP. An evaluation committee, comprised of staff from Public Works, evaluated the proposals and determined that Leed Electric, Inc., is the highest rated, responsive, and responsible proposer for this project. The evaluation was based on criteria described in the RFP, which included the price, work plan, experience, personnel qualifications, performance history/references, and understanding of the work requirements. The evaluation was completed without regard to race, creed, color, or gender.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The WCBBP Telemetry System Phase 2B Project will expand the existing seawater barrier telemetry system to allow Public Works to monitor additional injection and observation wells in real-time to operate the WCBBP more effectively and ensure that the County's groundwater supply is protected from seawater intrusion.

CONCLUSION

Please return an adopted copy of this letter to Public Works, Water Resources Division.

Respectfully submitted,

GAIL FARBER
Director of Public Works

Reviewed by:

PETER LOO
Acting Chief Information Officer

GF:CS:vt

Enclosures

c: Chief Executive Office (Rochelle Goff)
Chief Information Office (Eric Sasaki)
County Counsel (Truc Moore)
Executive Office

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bc: Architectural Engineering
Budget/Fund Management
Flood Maintenance
Information Technology Systems and Applications (William Moore)
Watershed Management

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COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CALIFORNIA 90012
TELEPHONE: (213) 974-2101 FAX: (213) 626-1812

JOSEPH KELLY
TREASURER AND TAX COLLECTOR

HOME PAGE
TTC.LACOUNTY.GOV

PROPERTY TAX PORTAL
LACOUNTYPROPERTYTAX.COM

June 21 2016

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

Dear Supervisors:

BOND AUTHORIZATION INCREASE
PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM
(ALL DISTRICTS - 3 VOTES)

SUBJECT

The Treasurer and Tax Collector and Internal Services Department request approval to increase the bond authorization for the County's Property Assessed Clean Energy (PACE) Program. The current bond authorization of $500 million was established on November 3, 2015, and is insufficient to maintain the PACE Program beyond early October 2016. Our Department's request authorization to increase the bond issuance limit to $750 million, which should be sufficient to manage the PACE Program through the end of December 2016.

IT IS RECOMMENDED THAT YOUR BOARD:

Adopt a resolution authorizing the issuance of contractual assessment limited obligation improvement bonds (Assessment Bonds) in an aggregate principal amount not to exceed $750 million for the purpose of funding real property improvements under the County PACE Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On April 6, 2010, your Board adopted a Resolution of Intention to initiate the formation of a voluntary contractual assessment program in accordance with the provisions of Assembly Bill 811 (AB 811). On May 25, 2010, a public hearing was held in which your Board approved the formation and implementation of the Los Angeles County Energy Program

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and authorized the issuance of Assessment Bonds to finance energy efficiency, renewable energy generation, and water efficiency improvements to private property. As part of this formation, your Board authorized an initial issuance of $100 million for Assessment Bonds sold through the program. This amount was considered reasonable in 2010 and was consistent with the intent of AB 811, which sought to establish a maximum amount of contractual assessments for any PACE program. As with any contractual assessment bond, there is no recourse to the County for any repayment obligations and no impact to any County debt ratios evaluated by the credit rating agencies.

The County formally launched its residential PACE Program in May 2015. The two program administrators selected by your Board to manage the residential PACE Program are Renovate America (HERO) and Renewable Funding LLC, DBA Renew Financial (CaliforniaFIRST). As we reported to your Board in our memorandum of May 12, 2016, the County has approved $364 million of PACE program financial commitments through April 1, 2016. Given the average $8.3 million in new financial commitments each week, we estimate the current approved $500 million in bond authority could be reached in late July 2016.

In order to maintain continuity and avoid any disruption in the delivery of the PACE Program, we are seeking an increase in the combined bond authorization for commercial and residential PACE by $250 million to a total of $750 million. The increase will allow for an interim period of continuous operation of the PACE Program while our Departments work on a response to the recent motion from your Board to potentially expand the number of residential PACE Program administrators. If this request for additional authorization is approved, our Departments anticipate returning for additional bond authorization before the end of December 2016.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended action supports County Strategic Plan Goal 1, Operational Effectiveness/Fiscal Sustainability, by facilitating a program that promotes energy efficiency and conservation, and enhances sustainable practices in the County. The recommended action also supports County Strategic Plan Goal 2, Community Support and Responsiveness, by providing economic benefits to constituents and supporting greenhouse gas reductions throughout the County.

FISCAL IMPACT/FINANCING

There is no fiscal impact associated with an increase to the bond authorization for commercial and residential PACE. As with any contractual assessment bond, there is no recourse to the County for any repayment obligations and no impact to any County debt ratios evaluated by the credit rating agencies.

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FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On May 25, 2010, your Board adopted a Resolution authorizing the issuance and sale of Assessment Bonds in an aggregate principal amount not to exceed $100 million for the purpose of funding real property improvements in accordance with the provisions of AB 811 and Chapter 29 of the California Streets and Highways Code. On November 3, 2016, your Board increased the authorization by $400 million. Accordingly, the County cannot issue Assessment Bonds if the cumulative amount exceeds $500 million, and we expect to reach that threshold in early October 2016. However, ISD's ability to approve residents' Assessment Contracts for home upgrades will exceed the existing $500 million authority in late July 2016. In order for the County to continue issuing Assessment Bonds, we request that your Board authorize a bond authorization increase to $750 million. This will facilitate an uninterrupted series of bond issuances pursuant to the PACE Program.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The increase in bond authorization will enable the County to manage its commercial and residential PACE Programs in accordance with State Law and without any disruption in service.

CONCLUSION

Upon approval, we request that the Executive Officer-Clerk of the Board of Supervisors return one stamped copy of the approved Board Letter to the Director of the Internal Services Department and another to the Treasurer and Tax Collector.

Respectfully submitted,

JOSEPH KELLY
Director

DAVE CHITTENDEN
Chief Deputy Director

JK:GB:JP:pab

c: Assessor
Chief Executive Officer
Auditor-Controller
County Counsel
Executive Officer, Board of Supervisors

DRAFT

COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES

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LISA M. GARRETT
DIRECTOR OF PERSONNEL

June 14, 2016

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

Dear Supervisors:

APPROVAL OF MODEL MASTER AGREEMENT FOR INVESTIGATION SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES PERSONNEL AND EQUITY INVESTIGATIONS (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Department of Human Resources (DHR) requires the temporary services of independent contractors to provide investigation services (Investigation Services) on an as-needed basis.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Model Master Agreement (Model Agreement) for Investigation Services with a three-year term commencing the date of execution for the first Master Agreement, plus two options to extend for a one-year period, for a total agreement term not to exceed five years. Each executed Master Agreement will be effective upon the date of its execution by the Director of Personnel and will terminate on the expiration date of the first Master Agreement.

2. Delegate authority to the Director of Personnel to execute Master Agreements (Master Agreement) substantially similar to the attached Model Agreement with qualified contractors to meet the needs of DHR, provided sufficient funding is available.

3. Delegate authority to the Director of Personnel to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; modify the Master Agreement within the conditions specified in the Master Agreement, including to execute any extension options above, if it is in the best interest of the County of Los Angeles (County) and funding is available; and to include new or revised standard County contract provisions, including all applicable documents adopted by your Board during the term of the Master Agreement.

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PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow DHR to establish and maintain Master Agreements with various qualified contractors (Contractors) to provide the DHR with temporary, as-needed investigation and related services for 1) equity complaints jurisdictional to the County Policy of Equity (CPOE), which are handled by the DHR County Equity Investigations Unit (CEIU), and 2) personnel matters jurisdictional to or referred to DHR, which are handled by the DHR Human Resources Departmental Support Unit (HRDS).

Cases eligible for assignment to the Contractors include investigations which are part of the CEIU or HRDS caseload and are open more than 90 days. Additionally, cases will be assigned to Contractors when they are classified as presenting potential conflict of interest issues for DHR.

Personnel Investigation Services

The Director of Personnel (DOP) has responsibility for various personnel actions pursuant to the County Code, including but not limited to: 1) County Code section 2.09.030 - the DOP is responsible for the administration of the civil service system; 2) County Code Section 2.09.050 - the DOP is responsible for County-wide human resource programs, including but not limited to development and implementation of policies and standards, employee appraisal programs and advocacy; and 3) County Code section 5.02.060 - the DOP shall investigate the complaint of any person who believes he or she has been subjected to any retaliation action prohibited in County Code section 5.02.060 A. and B.

DHR performs investigations involving personnel matters for which the DOP is responsible, and investigations which are referred to DHR by the Board of Supervisors, the Office of County Investigations, and County departments. Contract Investigation Services will be utilized for these cases if/when temporary or intermittent increases in the HRDS caseload is experienced.

Equity Investigation Services

Pursuant to the County Code section 5.09.040(B)(3), DHR is responsible for handling complaints against the County of Los Angeles and/or its employees of potential violations of the County Policy of Equity (CPOE), federal or State law, or of County ordinance, policy, or departmental regulation. Contract Investigation Services will be utilized for these cases if/when temporary or intermittent increases in the CEIU caseload is experienced.

On January 5, 2016, your Board approved a sole source contract with Public Interest Investigations, Inc. (PII) to provide equity investigation and related services for cases which are classified as part of the temporary backlog of cases for CEIU. This contract has an initial term of one year, with two six-month option periods, for a maximum total contract term of up to two years, expiring on January 4, 2018. During the term of this Master Agreement, the County will be taking action to eliminate the current sole source vendor status of PII related to equity investigation services.

Upon execution of the Master Agreements for Investigation Services, Contractors will immediately be eligible for assignment of personnel investigations on a rotational basis, and

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upon successful completion of a training period, will be eligible for both personnel and equity-related investigations on a rotational basis.

Contractors will be provided a training period for the CPOE and equity investigations which will commence immediately upon execution of a Master Agreement and will conclude upon the County's determination that a Contractor has acquired the knowledge and skills needed to successfully and timely complete equity investigations. During the training period, Contractors will be assigned a small, appropriate number of equity-related investigations, and the County will provide hands-on training and oversight to the Contractors on CPOE, equity-related investigation processes, procedures and expectations, while also ensuring timely handling of these equity case investigations. This will develop additional Contractors with knowledge and experience in the County's CPOE and equity-related investigations processes. At the time a sufficient number of these additional Contractors have acquired the required knowledge and experience to complete equity Investigation Services, the sole source contract with PII will no longer be utilized to refer equity investigations to PII.

Implementation of Strategic Plan Goals

The services provided under this Master Agreement support the County's Strategic Plan, Goal 1, Operational Effectiveness. This Master Agreement will enable DHR to maintain a pool of Contractors to provide equity and personnel Investigation Services on a temporary, as-needed basis.

FISCAL IMPACT/FINANCING

The Model Agreement does not guarantee a minimum amount of business and the Department will only accrue an obligation when work is performed. Expenses resulting from this agreement vary each year based on department usage. Fiscal Year 16-17 Recommended Budget includes sufficient appropriation and funding for these services. Appropriation and funding for subsequent years will be included in each year's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Model Agreement has been approved as to form by County Counsel and includes all of the required terms and conditions, including requirements regarding contractor non-responsibility and debarment.

Proposition A requirements do not apply based on the temporary need for these contracted professional and technical Investigation Services. As provided under County Code section 2.121.250(B)3, Proposition A requirements do not apply to contracted services which are of an extraordinary professional or technical nature and the services are of a temporary nature. There are no departmental employee relations' issues and it will not result in a reduction of County services.

All Contractors will be required to comply with all Board and Chief Executive Office requirements, including Jury Service, Safely Surrendering Baby Law, and Defaulted Property Tax Reduction Program.

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CONTRACTING PROCESS

On April 19, 2016, DHR issued a Request for Statement of Qualifications (RFSQ) for Investigation Services. The solicitation was posted on the County's Contracting website as well as DHR's departmental website. The RFSQ is posted as an open, continuous solicitation with priority review being given to any Statements of Qualification (SOQ) received by May 25, 2016; the solicitation will remain open during the term of the Master Agreement or until a panel of investigators that meets the needs of the County has been established. Upon your Board's approval, the Director of Personnel will execute Master Agreements with all vendors who meet the minimum qualifications and are determined to be qualified.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services.

CONCLUSION

Upon approval by your Board, please return three adopted copies of this Board letter to DHR's Contracts Unit, attention Darolyn Jensen.

Should you have any questions, please contact me at (213) 974-2406, or your staff may contract Epifanio Peinado, Chief Deputy Director, at (213) 974-2451.

Respectfully submitted,

LISA M. GARRETT
Director of Personnel

LMG:EP
DJ:smh

Attachment

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

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ATTACHMENT I

MODEL MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

HUMAN RESOURCES DEPARTMENT

AND

(CONTRACTOR)

FOR

INVESTIGATION SERVICES

TABLE OF CONTENTS

PARAGRAPH	TITLE	PAGE
RECITALS		**5**
1.0	**APPLICABLE DOCUMENTS**	**5**
2.0	**DEFINITIONS**	**6**
3.0	**WORK**	**8**
4.0	**TERM OF MASTER AGREEMENT**	**11**
5.0	**CONTRACT SUM**	**11**
6.0	**ADMINISTRATION OF MASTER AGREEMENT - COUNTY**	**15**
6.1	COUNTY'S MASTER AGREEMENT PROGRAM DIRECTOR (MAPD)	16
6.2	COUNTY'S PROJECT DIRECTOR	16
6.3	COUNTY'S WORK ORDER DIRECTOR	16
6.4	COUNTY'S PROJECT MANAGER	16
7.0	**ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR**	**17**
7.1	CONTRACTOR'S PROJECT MANAGER	17
7.2	CONTRACTOR'S AUTHORIZED OFFICIAL(S)	17
7.3	APPROVAL OF CONTRACTOR'S STAFF	18
7.4	CONTRACTOR'S STAFF IDENTIFICATION	18
7.5	BACKGROUND AND SECURITY INVESTIGATIONS	19
7.6	CONFIDENTIALITY	20
8.0	**STANDARD TERMS AND CONDITIONS**	**21**
8.1	AMENDMENTS	21
8.2	ASSIGNMENT AND DELEGATION	22
8.3	AUTHORIZATION WARRANTY	22
8.4	COMPLAINTS	23
8.5	COMPLIANCE WITH APPLICABLE LAW	23
8.6	COMPLIANCE WITH CIVIL RIGHTS LAWS	24
8.7	COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM	24
8.8	CONFLICT OF INTEREST	26
8.9	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST	27
8.10	CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS	28
8.11	CONTRACTOR RESPONSIBILITY AND DEBARMENT	28

TABLE OF CONTENTS

PARAGRAPH – TITLE **PAGE**

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 31
8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: 31
8.14 COUNTY'S QUALITY ASSURANCE PLAN 31
8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS 32
8.16 EMPLOYMENT ELIGIBILITY VERIFICATION 32
8.17 FACSIMILE REPRESENTATIONS 33
8.18 FAIR LABOR STANDARDS 33
8.19 FORCE MAJEURE 33
8.20 GOVERNING LAW, JURISDICTION, AND VENUE 34
8.21 INDEPENDENT CONTRACTOR STATUS 34
8.22 INDEMNIFICATION 35
8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE 35
8.24 INSURANCE COVERAGE 39
8.25 LIQUIDATED DAMAGES 40
8.26 MOST FAVORED PUBLIC ENTITY 42
8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION 42
8.28 NON EXCLUSIVITY 43
8.29 NOTICE OF DELAYS 43
8.30 NOTICE OF DISPUTES 44
8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT 44
8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW 44
8.33 NOTICES 44
8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION 44
8.35 PUBLIC RECORDS ACT 45
8.36 PUBLICITY 45
8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT 46
8.38 RECYCLED BOND PAPER 47
8.39 SUBCONTRACTING 47

TABLE OF CONTENTS

PARAGRAPH – TITLE **PAGE**

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM....49

8.41 TERMINATION FOR CONVENIENCE....49

8.42 TERMINATION FOR DEFAULT....50

8.43 TERMINATION FOR IMPROPER CONSIDERATION....51

8.44 TERMINATION FOR INSOLVENCY....52

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE....52

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS....53

8.47 VALIDITY....53

8.48 WAIVER....53

8.49 WARRANTY AGAINST CONTINGENT FEES....53

8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM....54

8.51 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM..54

8.52 TIME OFF FOR VOTING....54

9.0 UNIQUE TERMS AND CONDITIONS....54

9.1 INFORMATION SECURITY REQUIREMENTS....54

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT....55

9.3 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION....56

SIGNATURES....57

EXHIBITS

STANDARD EXHIBITS

A **STATEMENT OF WORK**

- **Statement of Work A.1 Equity Investigations**
- **Statement of Work A.2 Personnel Investigations**

B **PRICING SCHEDULE**

C **CONTRACTOR'S CASE SCHEDULE**

D **CONTRACTOR'S EEO CERTIFICATION**

E **COUNTY'S ADMINISTRATION**

F **CONTRACTOR'S ADMINISTRATION**

G **FORMS REQUIRED AT THE TIME OF EXECUTION OF MASTER AGREEMENT AND BEFORE WORK BEGINS**

H **SAMPLE WORK ORDER AND CONTRACTOR CERTIFICATION REQUIRED BEFORE WORK ON CASE ASSIGNMENT(S) BEGIN**

I **JURY SERVICE ORDINANCE**

J **SAFELY SURRENDERED BABY LAW**

K **INFORMATION SECURITY REQUIREMENTS**

APPENDIX H

MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
HUMAN RESOURCES DEPARTMENT
AND
(CONTRACTOR)
FOR
INVESTIGATION SERVICES

This Master Agreement and Exhibits made and entered into this ___ day of _____, 2016 by and between the County of Los Angeles, Human Resources Department, hereinafter referred to as County, and (CONTRACTOR), hereinafter referred to as Contractor, to provide Investigation Services.

RECITALS

WHEREAS, the County may contract with private businesses for investigation services when certain requirements are met; and

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

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

WHEREAS, the Board of Supervisors has authorized the Director of Human Resources Department or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, and K are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other

work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B - Pricing Schedule

1.3 EXHIBIT C - Contractor's Case Schedule

1.4 EXHIBIT D - Contractor's EEO Certification

1.5 EXHIBIT E - County's Administration

1.6 EXHIBIT F - Contractor's Administration

1.7 EXHIBIT G - Forms Required at the Time of Contract Execution and Before Work Begins

1.8 EXHIBIT H - Sample Work Order and Contractor Certification Required Before Work on Case Assignment(s) Begin

1.9 EXHIBIT I – Jury Service Ordinance

1.10 EXHIBIT J – Safely Surrender Baby Law

1.11 EXHIBIT K - Information Security Requirements

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

2.0 DEFINITIONS

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

2.1 Active Contractor: Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.

2.2 **Business Days:** Monday through Friday, except for official holidays observed by the County of Los Angeles.

2.3 **Capacity:** The Contractor's ability to be assigned equity and/or personnel cases by the County, to accept the cases and to timely meet all tasks, deliverables and expectations as required and described in the Master Agreement (see RFSQ Appendix H – Sample Master Agreement.)

2.4 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.

2.5 **County Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.

2.6 **County Project Director:** Person designated by Director of Personnel with authority to approve issuance and execution of all Work Orders.

2.7 **County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.

2.8 **County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.

2.9 **Day(s):** Calendar day(s) unless otherwise specified.

2.10 **Director:** Director of Personnel, Department of Human Resources.

2.11 **Extended Term:** The optional extension periods for the term of the Master Agreement as specified in Paragraph 4.2.

2.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.13 **Initial Term:** The term of the Master Agreement as specified in Master Agreement Paragraph 4.1.

2.14 **Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.

2.15 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Human Resources.

2.16 Request For Statement of Qualifications (RFSQ): A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.

2.17 Statement of Qualifications (SOQ): A Contractor's response to an RFSQ.

2.18 Statement of Work: A written description of tasks and/or deliverables desired by County for services provided pursuant to the Master Agreement.

2.19 Training Period: A period of time that Contractor will be provided training on the County Policy of Equity, and more extensive guidance and oversight by the County on the equity investigative process for the equity investigation case(s) assigned to Contractor, including the requirements, processes, procedures standards and expectations of the County for equity investigations being conducted under this Master Agreement.

2.20 Work Order: A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in Exhibit A.1 and A.2 - Statements of Work attached to the Master Agreement. No work shall be performed by Contractors except in accordance with executed Work Orders.

3.0 WORK

3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

3.2 Each assigned Work Orders shall issue case assignment(s) to Contractor; Contractor shall provide services for the assigned case(s) as described in Exhibit A.1 and A.2 – Statements of Work attached to the Master Agreement. Payment for all work shall be based on an hourly rate as described in Sub-Paragraph 5.4 – Invoices and Payments.

3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the scope of the Work Order, and/or that is performed prior to or after the term of the executed Master Agreement, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

3.4 County procedures for issuing and executing Work Orders are as set forth in this sub-paragraph 3.4. Upon determination by County to assign case(s) to a qualified Master Agreement Contractor for investigation and related services, County shall issue a Work Order.

3.4.1 Case assignments will be made to Contractors throughout the term of the Master Agreement on a rotational basis which factors in Contractor's Capacity and completion of Training Period for equity investigations.

Personnel Investigations

3.4.2 Contractors' case assignments for personnel investigations will be rotated on an equal, rotational basis, with each Contractor receiving personnel investigation case assignments based on a rotational schedule; this rotational methodology will be applied as to each Contractor regardless of the number of investigators Contractor has had cleared/approved by the County.

3.4.3 Within two (2) business days of each case assignment, Contractors will be required to certify their ability to handle the case assignment in compliance with the expectations and requirements specified in the Master Agreement and Statement of Work; failure to so certify may result in the rescission of the particular case assignment as determined in the sole discretion of County's Project Director, and may also impact future assignment of cases to Contractor under this Master Agreement.

3.4.4 Work Orders issued by the County with case assignments which are not accepted and certified by a Contractor will be assigned to the next Contractor on the rotational schedule. This process will continue until the Work Order with case assignments has been accepted and certified by a Contractor.

3.4.5 Contractor's failure to accept and certify Work Orders with case assignments may result in the Contractor being removed from the rotational schedule by the County until such time as the Contractor and County mutually agree that Contractor has the Capacity to begin accepting case assignments under this Master Agreement.

3.4.6 Upon issuance of a work order, all Contractors must be available to commence work as of the date of issuance of the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.

3.4.7 Contractors not meeting standards and requirements on assigned cases as set forth in the Statement of Work may be removed from the rotational assignment of cases. Contractor will not be meeting standards and requirements

on assigned cases if over 50% of its Investigative Reports submitted to the County for approval require significant or extensive substantive revisions and/or additional investigative work.

Equity Investigations

3.4.8 A Training Period for the County Policy of Equity and equity investigations will be provided by the County to Contractor. The Training Period will commence immediately following execution of a Master Agreement with Contractor and shall conclude upon the County's determination, in its sole judgment, of Contractor's ability to successfully and timely complete equity investigations as described and required in this Master Agreement.

3.4.9 During the Training Period, Contractors will initially be assigned equity investigation cases outside the rotational schedule after completing the County training for equity investigations (see Appendix H, Exhibits A.1 and A.2 – Statements of Work, Paragraph 6.8 – Training). The number of equity investigation cases that will be assigned during the Training Period will be based on the County's assessment, in its sole discretion, of Contractor's ability to successfully and timely complete equity investigations as described and required in this Master Agreement. (Note: Contractors will continue to be assigned personnel investigations during the Training Period based on the rotational schedule.)

3.4.10 Upon the County determination that Contractor has the ability to successfully and timely complete equity investigations as described and required in this Master Agreement, Contractor will be eligible to receive equity investigation case assignments based on the rotational schedule. Until such time as County has made this determination, Contractor will not receive equity investigation case assignments as part of the rotational schedule.

3.4.11 If after one (1) year Contractor is unable to demonstrate to the County that it has the ability to successfully and timely complete equity investigations as described and required in this Master Agreement, the County may terminate Contractor's Training Period and Contractor will not be eligible to receive equity investigations as part of the rotational schedule for this Master Agreement.

3.5 In the event Contractor defaults three (3) times under sub-paragraph 3.4.3 during the term of the Master Agreement, then County may terminate this Master Agreement pursuant to Sub-paragraph 8.42, Termination For Default.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by Director of Personnel or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on _____, which is three (3) years from the date of execution of the first Master Agreement executed for these contracted services (hereinafter "Initial Term"), unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 At the end of the Master Agreement Initial Term, the County may, at its sole option, extend the term of this Master Agreement for up to two (2) additional one-year optional extension periods (each, hereinafter, an "Extended Term"), one (1) year at a time, for a maximum total term of this Master Agreement of five (5) years; however, if County elects not to exercise its option to extend at the end of the Initial Term or the first Extended Term, as applicable, the remaining option(s) shall lapse. County shall be deemed to have exercised each of its options automatically, without further action, unless, no later than the Initial Term or the first Extended Term, as applicable, County notifies Contractor in writing that County elects not to extend the Master Agreement pursuant to this Paragraph 4.2. The optional extensions shall be exercised at the sole discretion of the Director of Personnel or his/her designee as authorized by the Board of Supervisors.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

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

5.0 CONTRACT SUM

5.1 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. The Pricing Schedule for services performed under this Master Agreement are provided in Exhibit B – Pricing Schedule.

The Hourly Rate provided in Exhibit B – Pricing Schedule is an all-inclusive, blended rate to compensate Contractor for all services, tasks, and deliverables provided by Contractor pursuant to the terms

and requirements of the Master Agreement. The Hourly Rate is to be applied to hours worked by investigators only for time worked investigating cases, preparing or modifying reports, and, when requested by the County in writing, to appear at hearings. The Hourly Rate may also be applied with the written pre-approval of the County for investigators time in preparing for testimony at a hearing.

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

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

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

5.4 **Invoices and Payments**

5.4.1 The Contractor shall invoice the County only for providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement and specified in Exhibit A.1 and A.2 – Statements of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Master Agreement. The Contractor's payments shall be as provided in Exhibit B – Pricing Schedule, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing, no payment shall be due to the Contractor for that work.

5.4.2 The Contractor's invoices shall be priced in accordance with Exhibit B – Pricing Schedule.

The Hourly Rate provided in Exhibit B – Pricing Schedule is an all-inclusive, blended rate to compensate Contractor for all services, tasks, and deliverables provided by Contractor pursuant to the terms and requirements of the Master Agreement. The Hourly Rate is to be applied to hours worked by investigators only for time worked investigating cases, preparing or modifying reports, and, when requested by the County in writing, to appear at hearings. The Hourly Rate may also be applied with the written pre-approval of the County for investigators time in preparing for testimony at a hearing.

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

5.4.3 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Director or designee, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.4 **Invoice Submission and Content**

The following monthly billing and payment process will be utilized during the term of this Master Agreement:

Contractors are to bill for case investigative services provided under this Master Agreement only upon submission of the Investigative Report to the County and County's acceptance thereof. Subsequent to County's acceptance of the Investigative Report, Contractor may invoice all billable hours worked by Contractor's investigators from time of case assignment to time of County's acceptance of Investigative Report; these hours are to be invoiced for the billing cycle in which the Investigative Report was accepted by the County. Billable hours worked by Contractor's investigators subsequent to County's acceptance of the Investigative Report are to be invoiced for the billing cycle in which the billable hours were worked. Approved billable hours for services received will be calculated and paid at a pre-determined hourly rate as detailed in Exhibit B – Pricing Schedule.

5.4.5 **Billable Hours**

Contractor may invoice County for services provided pursuant to this Master Agreement through the following billable hours only:

- All hours worked by Contractor's investigators conducting case investigation(s) from the date a case is assigned to Contractor through the date the Investigative Report is submitted to and accepted by the County;
- All hours worked by Contractor's investigators writing reports, or providing modifications (re-writes) to previously submitted reports at the request of the County;
- All hours worked by Contractor's investigators appearing and/or providing testimony at the request of the County at the CPOE Panel, Civil Service Commission and/or various other entities or hearings;
- With prior written request of Contractor and written pre-approval of the County only, all hours worked by Contractor's investigators as preparation time for said appearance/testimony; and
- All hours worked by Contractor's investigator to appear at any other meetings as requested by the County.

5.4.6 All billable hours are to be invoiced in hourly or 15-minute increments.

5.4.7 **Billing Cycle**

Billing cycle will be from the first day of the month through the last day of each month. Contractor will submit one monthly invoice per billing cycle.

5.4.8 The Contractor shall submit the monthly invoices to the County by the 15th day of the month following the month of delivery and acceptance of Investigative Report; and, subsequent to the County's acceptance of the Investigative Report, any billable hours worked by Contractor's investigator during the subject billing cycle.

5.4.9 Invoices under this Master Agreement shall be submitted as follows:

Department of Human Resources
Attention: Fiscal Services
Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 585
Los Angeles, CA 90012

5.4.10 **Invoice Content**

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

Each invoice submitted by Contractor shall specify:

- County Work Order number(s) and Contractor's Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) and title of person(s) who performed the work;
- Invoice to be itemized in two sections, with County Equity Investigations Unit (CEIU) cases in a separate invoice section from Human Resources Departmental Support Unit (HRDS) cases. <u>All invoices will be itemized by the CEIU case number and the HRDS case numbers only, and are to contain no information disclosing the identify of any individual involved in the case</u>.
- For each case, billing is to provide a brief description of the work done during the billable hours for which payment is claimed (e.g., investigate case, prepare reports, or to appear at or prepare for hearings), the dates and number of hours worked and the hourly billing rate being applied to the itemized hours, with a total amount being billed for each case.
- The total amount of the invoice.

5.4.11 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

<u>COUNTY ADMINISTRATION</u>

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

6.1 County's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department of Human Resources and Contractor.

6.2 County's Project Director

The County's Project Director, or designee, is the approving authority for execution of individual Work Orders.

6.3 County's Work Order Director

The Work Order Director will be assigned by the County's Project Director.

6.3.1 The responsibilities of the Work Order Director include:

- Shall, at the direction of the County Project Manager, prepare and issue Work Orders and any Amendments thereto
- monitoring and tracking that the timeline requirements for investigative services and administrative tasks articulated in the Statement of Work are complied with satisfactorily; and
- coordinating with the County's Project Manager, on a regular basis, to monitor and report on Contractor performance and progress on executed Work Order(s).

6.3.2 County's Work Order Director is not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, sub-paragraph 8.1.

6.4 County's Project Manager

The County's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The County's Project Manager shall direct the preparation and issuance of Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.4.1 The responsibilities of the County's Project Manager include:

- ensuring that Contractor is provided, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;

- ensuring that the technical standards and task requirements articulated in the Statement of Work are complied with satisfactorily;
- coordinating and monitoring the work of Contractor, and for ensuring that this Master Agreement's objectives are met;
- coordinating with the County's Work Order Director, on a regular basis, to monitor and report on Contractor performance and progress on executed Work Order(s); and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.4.2 County's Project Manager is not authorized to make any changes in Work Order hourly rates or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, pursuant to sub-paragraph 8.1.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

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

7.1 Contractor's Project Manager

7.1.1 Contractor's Project Manager is designated in Exhibit F – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Work Order Directors on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit F - Contractor's Administration. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to

such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Additionally, County has the absolute right to require specific Contractor's staff be removed from specific cases.

7.4 Contractor's Staff Identification

7.4.1 All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.2 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.3 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Master Agreement.

7.4.5 Contractor is responsible to ensure that if any County ID which has been issued to a Contractor employee has been lost or stolen, Contractor's employee shall immediately file a police report and shall submit a copy of that report to the Contractor, and Contractor shall immediately provide a copy to the County's Project Director.

7.4.6 The County will issue to such person another County Contractor ID badge only upon submission of the police report and obtaining an affidavit, or declaration signed by such person under penalty of perjury, stating that the County Contractor ID badge has been lost or stolen and cannot be found.

7.4.7 Every Contractor employee to whom a County Contractor ID is issued shall agree, in writing, that he or she will return such Contractor ID badge to his or her employer upon the termination of his/her employment or other status upon which his/her right to retain such Contractor ID badge is based.

7.4.8 Contractor shall further agree, in writing, to pay $25.00 to the County for the replacement of each such Contractor ID badge if it is not returned, or if it is lost, damaged or destroyed because of Contractor employee's negligence.

7.4.9 Contractor shall be responsible for obtaining the County Contractor identification badges from the County for its employees and distributing them to its employees.

7.4.10 Contractor shall be responsible for timely obtaining each of the County Contractor identification badges from its employees and returning them to the County pursuant to the requirements in this Paragraph 7.4.

7.5 Background and Security Investigations

7.5.1 Each of Contractor's staff performing services under this Master Agreement shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice (DOJ) to include State, local, and federal-level review. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 Contractor is responsible for ensuring that all Contractor's staff have submitted their fingerprints through the DOJ Livescan system and have received clearance from DHR prior to commencing work on these contracted services. Contractor shall make arrangements for Contractor's staff to submit their fingerprints through DHR. DHR will conduct a review of the DOJ results to determine clearance for Contractor's staff.

7.5.3 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time

during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.4 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any

injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.

7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G3.

7.6.5 Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor's Employee Acknowledgment and Agreement: Confidentiality and No Conflict of Interest", Exhibit G4.

7.6.6 Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor's Employee Acknowledgment and Agreement: Confidentiality and No Conflict of Interest", Exhibit G5.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Master Agreement, an amendment to the Contract shall be prepared and executed by the Contractor and by the Board of Supervisors.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Director of Personnel or his/her designee.

8.1.3 The Director of Personnel, or his/her designee may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

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

8.3 AUTHORIZATION WARRANTY

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

8.4 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints received from the County against the Contractor and/or Contractor's staff.

8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to County complaints against the Contractor and/or Contractor's staff.

8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.4.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.

8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.4.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.4.6 When complaints against Contractor and/or Contractor's Staff cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.4.7 Written responses to complaints against Contractor and/or Contractor's Staff shall be provided to the County's Project Director within five (5) business days of receipt of complaint, unless additional time to respond is requested by Contractor in writing and approved in writing by the County's Project Director.

8.5 COMPLIANCE WITH APPLICABLE LAW

8.5.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and

against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit 3 - Contractor's EEO Certification.

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.7.1 Jury Service Program: This Master 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, a copy of which is attached as Exhibit I and incorporated by reference into and made part of this Master Agreement.

8.7.2 Written Employee Jury Service Policy

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

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition

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

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

8.8 CONFLICT OF INTEREST

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

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.8 shall be a material breach of this Master Agreement.

8.8.3 Contractor may not have in the past or during the term of this Master Agreement represent(ed) any County employee in an employment related administrative or judicial case in any matter against the County of Los Angeles. Such representation creates a conflict of interest on behalf of the Contractor.

8.8.4 Contractor and employees of Contractor may not accept employment or provide investigative services that would present a conflict of interest with their Contractor responsibilities under this Master Agreement, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the termination of this Master Agreement.

8.8.5 Every Contractor employee and non-employee performing work under this Master Agreement shall agree, in writing, prior to commencing work on these contracted services with this no conflict provision and will execute Master Agreement Exhibit G4 – Contractor's Employee Acknowledgement and Agreement: Confidentiality and No Conflict of Interest – or - Master Agreement Exhibit G5 – Contractor's Non-Employee Acknowledgment and Agreement: Confidentiality and No Conflict of Interest; Contractor is responsible for ensuring that all Contractor's employees and non-employees have submitted their written agreements to Contractor prior to commencing work on these contracted services.

8.8.6 Contractor shall retain the original employee and non-employee agreements executed pursuant to 8.8.5 for at least three (3) years following the termination of the Master Agreement, will have the original agreement(s) available for County inspection at any time during the term of the Master Agreement and three (3) years following the termination of the Master Agreement, and will produce and release the original agreement(s) to the County upon written request at any time from the County.

8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County

employees who are on a re-employment list during the life of this Master Agreement.

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor. Contractors shall report all job openings with job requirements to: GAINGROW@dpss.lacounty.gov to obtain a list of qualified GAIN/GROW job candidates.

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

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

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

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

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the

debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.13.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.13.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards.

Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

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

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

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in

connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 FACSIMILE REPRESENTATIONS

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

8.18 FAIR LABOR STANDARDS

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

8.19 FORCE MAJEURE

8.19.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case,

Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.21 INDEPENDENT CONTRACTOR STATUS

8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

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

responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.6 – Confidentiality.

8.22 INDEMNIFICATION

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

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration

dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles
Department of Human Resources
Administrative Services Division
500 W. Temple Street, Room 585
Los Angeles, CA 90012
Attention: Theresa Tran, Administrative Deputy

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

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

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

8.23.3 **Cancellation of or Changes in Insurance**

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

8.23.4 **Failure to Maintain Insurance**

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

8.23.5 **Insurer Financial Ratings**

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

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

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

8.23.7 **Waivers of Subrogation**

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

8.23.8 **Sub-Contractor Insurance Coverage Requirements**

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

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

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

8.23.10 **Claims Made Coverage**

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

8.23.11 **Application of Excess Liability Coverage**

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

8.23.12 **Separation of Insureds**

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

8.23.13 **Alternative Risk Financing Programs**

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

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

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

8.24 INSURANCE COVERAGE

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

General Aggregate:	$5 million
Products/Completed Operations Aggregate:	$2 million
Personal and Advertising Injury:	$3 million
Each Occurrence:	$3 million

8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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

8.24.4 Unique Insurance Coverage

- Professional Liability/Errors and Omissions

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

8.25 LIQUIDATED DAMAGES

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

Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

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

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

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

8.25.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.27.3 The Contractor shall take equal employment action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master

Agreement or under any project, program, or activity supported by this Master Agreement.

8.27.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.

8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

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

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit J of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.33 NOTICES

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

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party shall in any way intentionally

induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.35 PUBLIC RECORDS ACT

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

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

8.36.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.36 shall apply.

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The

County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.

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

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

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

8.39.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;

- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.39.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

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

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

8.39.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.39.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Human Resources
Administrative Services Division
500 W. Temple Street, Room 585
Los Angeles, CA 90012
Attention: Theresa Tran, Administrative Deputy

before any subcontractor employee may perform any work hereunder.

8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

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

8.41 TERMINATION FOR CONVENIENCE

8.41.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

8.42 TERMINATION FOR DEFAULT

8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the

failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

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

8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the

employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

8.44 TERMINATION FOR INSOLVENCY

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

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 VALIDITY

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

8.48 WAIVER

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

8.49 WARRANTY AGAINST CONTINGENT FEES

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

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

8.50 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "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 County under any other provision of this contract, failure of 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 Contractor, pursuant to County Code Chapter 2.206.

8.52 TIME OFF FOR VOTING

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INFORMATION SECURITY REQUIREMENTS

This Master Agreement and the work provided by Contractor under the Master Agreement are subject to the provisions of Exhibit K –

Information Security Requirements, to the extent applicable. Failure by Contractor to meet the requirements of such Exhibit K – Information Security Requirements shall constitute a material breach of the Master Agreement and shall be grounds for immediate termination of this Master Agreement for default at the sole discretion of County.

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.

9.2.2 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

9.2.3 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

9.2.4 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under sub-paragraph 9.2.3 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.2.2 or for any disclosure which County is required to make under any state or federal law or order of court.

9.2.5 All the rights and obligations of this sub-paragraph 9.2 shall survive the expiration or termination of this Master Agreement.

9.3 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

9.3.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County will inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure and shall support Contractor's defense and settlement thereof.

9.3.2 In the event product of any services provided under the Master Agreement becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such product is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of such product is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned product or any part thereof; or
- Replace the questioned product or any part thereof with a non-questioned product or part thereof; or
- Modify the questioned product or part thereof so that it is free of all claims.

9.3.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed or intended unless such use was authorized by Contractor.

/

AUTHORIZATION OF MASTER AGREEMENT FOR INVESTIGATION SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director of Personnel, Department of Human Resources or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 201_.

COUNTY OF LOS ANGELES

By_____
Lisa M. Garrett
Director of Personnel
Department of Human Resources

By_____
Contractor

Signed:_____

Printed: _____

Title: _____

APPROVED AS TO FORM:

_____
MARY C. WICKHAM
County Counsel

By_____
Deputy County Counsel

SAMPLE MASTER AGREEMENT
STATEMENTS OF WORK

Statement of Work A.1 (SOW A.1) for Equity Investigations

- SOW A.1
- SOW A.1 Exhibits:
  - Exhibit 1 Master Agreement Discrepancy Report
  - Exhibit 2 Investigative Plan Template
  - Exhibit 3 Investigative Report Template
  - Exhibit 4 Contractor's Request for Good Cause Extension
  - Exhibit 5 Monthly Status Report Template

Statement of Work A.2 (SOW A.2) for Personnel Investigations

- SOW A.2
- SOW A.2 Exhibits:
  - Exhibit 1 Master Agreement Discrepancy Report
  - Exhibit 2 Investigative Plan Template
  - Exhibit 3 Investigative Report Template
  - Exhibit 4 Contractor's Request for Good Cause Extension
  - Exhibit 5 Monthly Status Report Template

STATEMENT OF WORK A.1
FOR EQUITY INVESTIGATIONS

STATEMENT OF WORK A.1
FOR EQUITY INVESTIGATIONS

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS	1
3.0	QUALITY CONTROL	1
4.0	QUALITY ASSURANCE PLAN	1
5.0	DEFINITIONS	2
6.0	RESPONSIBILITIES	3
	COUNTY	
	6.1 Personnel	3
	6.2 Furnished Items	3
	CONTRACTOR	
	6.3 Project Manager	4
	6.4 Personnel	4
	6.5 Identification Badges	5
	6.6 Licenses	5
	6.7 Materials and Equipment	5
	6.8 Training	6
	6.9 Contractor's Office	6
7.0	SPECIFIC WORK REQUIREMENTS	7
8.0	GREEN INITIATIVES	10

STATEMENT OF WORK A.1
FOR EQUITY INVESTIGATIONS

1.0 SCOPE OF WORK

Contractor shall provide investigation services and produce an Investigative Report on equity complaints jurisdictional to the County Policy of Equity (CPOE) and which are classified as presenting potential conflict of interest issues for the County Equity Investigations Unit (CEIU) of the Department of Human Resources (DHR) and/or investigations which are part of the CEIU caseload and are open more than 90 days. The investigation information shall be utilized by the County Equity Oversight Panel (CEOP) in making recommendations regarding complaints alleging potential violation of the CPOE filed by County employees. Equity investigations shall include, but not be limited to, matters related to the CPOE as well as federal, state, and County anti-discrimination laws, regulations and policies.

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

2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Master Agreement.

3.0 QUALITY CONTROL

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

3.1 Method of monitoring to ensure that Master Agreement requirements are being met.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.14, County's Quality Assurance Plan.

4.1 As-Needed Meetings

Contractor is required to attend a meeting on an as-needed basis as requested by the County. Failure to attend may cause an assessment of one-hundred dollars ($100).

4.2 Master Agreement Discrepancy Report (SOW A.1 - Exhibit 1)

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

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

4.3 County Observations

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

5.0 DEFINITIONS

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

5.1 Calendar Month: The first day through the last day of each month.

5.2 Capacity: Contractor's ability to be assigned equity and/or personnel cases by the County, to accept the cases and to timely meet all tasks, deliverables and expectations as required and described in the Master Agreement.

5.3 Date of Case Assignment: The date of County's issuance of the "Work Order and Contractor Certification" assigning case(s) to Contractor.

5.4 Instructions for Electronic Submission of Documents: Instructions provided to Contractor after execution of Master Agreement for electronically and securely receiving documents from, and submitting documents to, the County.

5.5 Investigative Case File: An electronic file which contains case documents obtained and/or created during case investigation process, including working documents. The Investigative Case File will adhere to the Investigative Case File Template (SOW A.1 - Exhibit 3), and will contain the case documents organized with labelled section dividers.

5.6 Investigative Plan: A tool which helps the investigator navigate through the investigation, and is completed after the review of the case file. The Investigative Plan will adhere to the Investigative Plan Template, and identifies the following: the Complaining Party (CP) and the alleged protected status of the CP; the Subject of the Investigation (SOI) and the alleged prohibited conduct of the SOI; the specific allegations and act(s) of harm; the list of witnesses; the list of documents received, reviewed and/or needed; and an interview scheduling chart.

5.7 Monthly Status Report: A report provided to County by Contractor which provides the status of the investigation for all equity investigation cases assigned to and/or pending with Contractor for the prior Calendar Month. The Monthly Status Report submitted by Contractor will adhere to the Monthly Status Report Template, and identifies the following: General case information, Contractor's assigned investigator, due date and submission dates of the Investigative Plan, what has been accomplished, what remains to be accomplished, any barriers which may preclude the Case Report from being submitted to the County within 60 days of Case Assignment to Contractor, requests for County assistance needed to address the barrier(s), and the initial and any extensions to the due date for the Investigative Report.

5.8 Investigative Report: A written summary of the facts gathered during the course of the investigation. The Investigative Report will adhere to the Investigative Report Template, and include all referenced exhibits, documents, and copies of all recorded interviews.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

6.2 Furnished Items

6.2.1 Upon issuance of a work order and acceptance by Contractor, County will provide Contractor the confidential Investigative Case File for each assigned case. Confidential Investigative Case Files remain the sole property of the County and will be returned to the County, unduplicated by the Contractor, on the 1st or 15th of each month and within no more than fifteen (15) calendar days of County's acceptance of Investigative Report.

6.2.2 County will provide a County Contractor identification badge to Contractor employees as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

6.2.3 County will provide Contractor the template for the Investigative Plan to be completed for each assigned case (SOW A.1 – Exhibit 2). The County reserves the right to, in its sole discretion; revise the template to be used by Contractor.

6.2.4 County will provide Contractor a template to be followed for the organization and elements to be included in the Investigative Report (SOW A.1– Exhibit 3). The County reserves the right to, in its sole discretion; revise the template to be used by Contractor.

6.2.5 County will provide Contractor a form to request extension of time for submission of the Investigative Plan and/or Investigative Report (SOW A.1– Exhibit 4). The County reserves the right to, in its sole discretion; revise the form to be used by Contractor.

6.2.6 County will provide Contractor the template for the Monthly Status Report to be completed with information on all equity investigation cases assigned to and/or pending with Contractor for the prior Calendar Month (SOW A.1 – Exhibit 5). The County reserves the right to, in its sole discretion; revise the template to be used by Contractor.

6.2.7 County will provide Contractor with Instructions for Electronic Submission of Documents upon execution of the Master Agreement. The County reserves the right to, in its sole discretion, revise the instructions to be used by Contractor.

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a Project Manager and a designated alternate. Contractor shall provide a telephone number where the Project Manager may be reached between the hours of 8:00 a.m. and 5:00 p.m. on all Business Days.

6.3.2 Project Manager/alternate shall act as a central point of contact with the County.

6.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

6.4.1 Contractor shall assign a sufficient number of employees to cases assigned to and accepted by Contractor in order to meet all requirements for case

completion and submission of Investigative Report to the County within 60 calendar days of Case Assignment to Contractor.

6.4.2 Contractor investigators must possess the following minimum qualifications:

- Two (2) years of experience conducting employment and/or administrative investigations.

6.4.3 Contractor shall submit to County executed Confidentiality Agreement (Exhibit G) for each Contractor employee performing services covered by this Master Agreement, as set for forth in sub-paragraph 7.6.5 – Confidentiality, of the Master Agreement, and for non-employees as set forth in sub-paragraph 7.6.6.

6.4.4 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background & Security Investigations, of the Master Agreement.

6.4.5 Contractor shall ensure their employees have obtained a County Contractor Identification before they are assigned to work in a County facility, as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

6.5 Identification Badges

6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

6.5.2 Contractor shall be responsible for obtaining the County Contractor identification badges from the County for its employees and distributing them to its employees.

6.5.3 Contractor shall be responsible for timely obtaining each of the County Contractor identification badges from its employees and returning them to the County as set forth in Paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

6.6 License

Contractor shall possess a current Private Investigator license issued by the State of California.

6.7 Materials and Equipment

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

6.8 Training

COUNTY

6.8.1 County will provide an initial, mandatory training to Contractor's designated representative on the requirements, processes, procedures standards and expectations of the County for investigations being conducted under this Master Agreement, and will include training on the County Policy of Equity. This training will be provided at no cost to Contractor.

6.8.2 County will provide Contractor with up to three (3) dates to select from for the training described in 6.8.1, and will attempt to schedule the training immediately after execution of Contractor's Master Agreement.

CONTRACTOR

6.8.3 Contractor shall designate its representative to be trained by the County as described in 6.8.1. Training will be attended by Contractor's representative at no cost to the County.

6.8.4 Contractor's representative shall train any Contractor staff that will be performing equity investigation services under this Master Agreement; Contractor shall not assign equity investigations to its staff who have not completed the Contractor's equity training.

6.8.5 Contractor shall provide training programs for all its new employees within ten (10) business days of the Contractor's employee being cleared/approved by the County to perform work under this Master Agreement, and shall continue in-service training for all its employees as needed. Contractor shall include the requirements, processes, procedures, standards and expectations of the County for the investigations being conducted under this Master Agreement, and will include training on the County Policy of Equity.

6.8.6 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.9 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., during all Business Days, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Master Agreement. When the office is closed, an answering service or electronic answering machine shall be provided to receive calls. The Contractor shall answer calls received by the answering service/electronic machine by the next Business Day after receipt of the call.

7.0 SPECIFIC WORK REQUIREMENTS

Assignment of Work to Contractor:

7.1 Upon issuance of a "Work Order and Contractor Certification" (Master Agreement Exhibit H – Sample Work Order and Contractor Certification), Contractor shall execute Section II certifying its ability to accept the case assignment and to complete it pursuant to the Master Agreement requirements.

7.2 After executing Section II, Contractor shall electronically return the "Work Order and Contractor Certification" to the County Project Manager within two (2) Business Days of issuance of the work order and the original signed copy to County within fifteen (15) Business Days of the issuance of the work order.

Investigative Plan:

7.3 Utilizing the template provided by County (SOW A.1 – Exhibit 2), Contractor shall develop an appropriate Investigative Plan describing the complaint analysis and approach to guide the investigator at the onset of each investigation, including but not limited to, identification of the adverse action(s) alleged, the protected "basis" of discrimination involved, the list of initial witnesses to be interviewed, and a list of initial documents to be obtained. The Investigative Plan is completed after the review of the case file.

7.4 Within ten (10) Business Days of Case Assignment, Contractor shall electronically submit for review and approval an Investigative Plan for each assigned case to the County Project Director.

7.5 Contractor shall electronically submit revised Investigative Plans when actual performance differs substantially from planned performance. Within four (4) Business Days of determining the performance differentiation, revisions shall be submitted to the County Project Manager for review and approval.

Monthly Status Reports:

7.6 Utilizing the template provided by County (SOW A.1 – Exhibit 5), Contractor shall complete a Monthly Status Report describing the status of the equity investigation for all equity investigation cases assigned to and/or pending with Contractor for the prior Calendar Month. The Monthly Status Report includes general case information, Contractor's assigned investigator, due date and submission dates of the Investigative Plan, what has been accomplished, what remains to be accomplished, any barriers which may preclude the Case Report from being submitted to the County within 60 days of Case Assignment to Contractor, requests for County assistance needed to address the barrier(s), and the initial and any County-approved extensions to the due date for the Investigative Report.

7.7 Contractor shall electronically submit Monthly Status Reports to the County Project Manager by no later than the 10th of every month for the prior Calendar Month.

Case Investigation:

7.8 Contractor shall identify and analyze all relevant and pertinent testimonial, documentary, and/or physical evidence relevant to the allegations.

7.9 Contractor shall utilize appropriate interview techniques, credibility assessments, and conduct effective and comprehensive witness interviews. Contractor shall audio record every interview.

7.10 Contractor shall immediately notify the County Contract Director and County Contract Project Manager of other matters uncovered during the course of the investigations that may potentially violate any federal, state and/or County anti-discrimination laws, regulations or policies related to anti-discrimination, including the County Policy of Equity (CPOE).

7.11 Contractor shall communicate with designated DHR staff and any other relevant County representatives as deemed reasonable to keep the County informed of progress as necessary to obtain additional data and/or information needed to complete the investigation.

Investigative Report:

7.12 Utilizing the template provided by County (SOW A.1 – Exhibit 3), Contractor shall provide a comprehensive written Investigative Report for each investigation. The report shall include an investigative summary containing all facts and evidence relevant to the investigation, exhibits that contain relevant documentary evidence, and/or other documentation prescribed by the County. The Investigative Report shall be organized in the format provided by County in SOW A.1 - Exhibit 3, Investigative Report Template.

7.13 Contractor shall complete all equity investigations, including the specific tasks contained herein, and to submit the Investigative Report to the County no later than 60 calendar days after Case Assignment to Contractor.

7.14 Contractor shall electronically submit the Investigative Report to the County Project Director in both a Word document and a PDF document.

7.15 Contractor shall provide modifications to previously submitted reports as requested by the County.

Investigative Case File:

7.16 Contractor shall provide a comprehensive electronic Investigative Case File for each investigation. The Investigative Case File shall include all documents obtained and/or created during the investigative process, including working documents and investigator notes.

7.17 Contractor shall organize all documents and audio recordings in electronic files as described in SOW A.1 - Exhibit 3, Investigative Report Template.

7.18 Contractor shall electronically submit the Investigative Case File to the County within 10 calendar days of the County's acceptance of the Investigative Report.

7.19 Contractor shall hand-deliver any documents in the Investigative Case File to the County which cannot be electronically submitted, and any documents which are original documents. Documents will be hand-delivered only to the County Project Director and/or County Project Manager in a secured, sealed envelope or container which is clearly marked "Confidential".

Request for Extension of Time:

7.20 Contractor shall immediately advise the County Contract Director and County Contract Project Manager of any issue(s) that would preclude the timely completion of the case investigation and submission of required reports as set forth in this Master Agreement.

7.21 Contractor shall immediately electronically submit the Contractor's Request for Good Cause Extension of time on case investigation (SOW A.1 – Exhibit 4) to County if there is good cause for Contractor to request an extension to the timeline to submit the Investigative Plan (i.e., 10 calendar days from Case Assignment) and/or Investigative Report (i.e., 60 calendar days from Case Assignment). Any Request for Extension of Time shall be approved or denied at the sole discretion of County, and shall be deemed approved only in writing by the County.

Electronic Documents:

7.22 Contractor shall submit all documents to the County in an electronic PDF format, except for the Investigative Report which shall be submitted in both an electronic PDF format and a Word document format.

7.23 Contractor shall electronically submit all required documents, including but not limited to Investigative Plans, Investigative Reports, Monthly Status Reports, and Requests for Good Cause Extension, to the County Project Manager utilizing the Instructions for Electronic Submission of Documents. Contractor shall adhere to all instructions and protocols when electronically submitting documents to the County to ensure secure and confidential transmission of all documents, including but not limited to the requirements set forth in Exhibit K (Information Security Requirements) to the Master Agreement.

7.24 Contractor shall use the file naming protocol provided by the County for all electronic files submitted to the County.

7.25 Contractor shall immediately permanently delete all electronic files from its records and servers, and destroy all paper copies of documents in its possession upon receipt of written acceptance of the electronic documents by the County. Contractor shall destroy such electronic records and paper documents by (a) shredding or otherwise destroying paper, film, or other hard copy media so that the document cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging or destroying electronic files such that the information cannot be retrieved, subject to

the provisions of and as required by Exhibit K (Information Security Requirements) to the extent applicable.

Related Work:

7.26 Contractor shall attend, appear and/or testify at various hearings or entities (e.g., County Policy of Equity Panel, the Civil Service Commission) and/or other meetings as requested by the County, with payment for preparation time for said appearance/testimony only upon a prior written request of Contractor and written pre-approval of the County.

Confidentiality:

7.27 Contractor shall consider all documents, conversations, and evidence related to County investigative matters confidential and shall maintain all such documents, conversations and evidence in the strictest level of security and non-disclosure, in compliance with the Confidentiality Agreement (Master Agreement Exhibits G3, G4 and/or G5).

7.28 Contractor shall ensure that all electronic and paper copy documents and records are permanently and securely deleted and destroyed after written acceptance of the document by the County (see 7.25 above), subject to the provisions of and in accordance with Master Agreement Exhibit K (Information Security Requirements) to the extent applicable.

8.0 GREEN INITIATIVES

8.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

8.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the Master Agreement commencement.

STATEMENT OF WORK A.1
EQUITY INVESTIGATIONS

EXHIBITS

TABLE OF CONTENTS

Exhibit

1 Contract Discrepancy Report

2 Investigative Plan Template

3 Investigative Report Template

4 Contractor's Request for Good Cause Extension

5 Monthly Status Report Template

MASTER AGREEMENT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: **Prepared:** _____

Returned to Contractor: _____

Action Completed: _____

1. DISCREPANCY PROBLEMS:

_____ _____

Signature of County Representative Date

2. CONTRACTOR RESPONSE (Cause and Corrective Action):

_____ _____

Signature of Contractor Representative Date

3. COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____ _____

Signature of County Representative Date

4. COUNTY ACTIONS:

5. CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature: _____ Date: _____

Contractor Representative's Signature: _____ Date: _____

DEPARTMENT OF HUMAN RESOURCES
COUNTY EQUITY INVESTIGATIONS UNIT
Investigative Plan

CEIU Case Number: _____

Contractor Case Assigned to: _____

Date Case Assigned to Contractor: _____

Date Investigative Plan Prepared:	
Complaining Party (CP):	
Department:	
Job Title:	

Subject(s) of Investigation (SOIs)	Job Title(s)	Department(s)
1.		
2.		
3.		

A. Alleged Protected Status *(Indicate any identified by CP)*

Sex ☐ Race ☐ Color ☐ Ancestry ☐ National Origin ☐ Ethnicity ☐

Age ☐ Disability ☐ Religion ☐ Marital Status ☐ Sexual Orientation ☐ Medical Condition ☐

Retaliation ☐ If retaliation, what was the protected activity?

B. Alleged Prohibited Conduct For Each SOI

	SOI #1	SOI #2	SOI #3
• Disparate Treatment	☐	☐	☐
• Sexual Harassment	☐	☐	☐
• Harassment/Hostile Work Environment	☐	☐	☐
• Third-person bystander harassment	☐	☐	☐
• Failure to provide reasonable accommodation	☐	☐	☐
• Failure to provide religious accommodation	☐	☐	☐
• Inappropriate conduct toward others	☐	☐	☐
• Retaliation	☐	☐	☐
• Failure to Report	☐	☐	☐
• Other:	☐	☐	☐

C. Allegations/Acts of Harm:

List each allegation and the resulting act of harm for the CP:

Allegation(s)	Act(s) of Harm	Name(s) of SOI(s)	Name(s) of Witness(es)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

D. Timely Reporting:

- Date(s) of allegation(s):
- Date management notified:
- Date CEIU notified

E. Steps of the Investigation

Steps of the Investigation	Date Completed
1. Review case file.	
2. Draft initial investigative plan.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

F. List of Possible Witnesses

Type of witness	Name/Title	Connection to allegation(s)	Interview Date(s)
Complaining Party			
CP's Witnesses			
Other witnesses			
SOI(s)			
SOI witnesses			

G. List of Documents

Type of document	Date of Request	Who Request Made To	Date of Receipt
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Assigned Investigator(s)

Name:	Date Assigned:
Name:	Date Assigned:
Name:	Date Assigned:

Review Information

Completed by Investigator:	Date Completed:
Contractor's Quality Control Conducted By:	Date Conducted:
Submitted to County by Contractor Staff:	Date Submitted:
Reviewed by County Staff:	Date Reviewed:
Returned for Revision by County Staff:	Date Returned:
Re-submitted to County by Contractor Staff:	Date Re-Submitted:
Reviewed by County Staff:	Date Reviewed:

DEPARTMENT OF HUMAN RESOURCES
COUNTY EQUITY INVESTIGATIONS UNIT

Investigative Report Template

Each Investigative Report is comprised of the below required documents.

- Contractor to provide County with all documents in an electronic Case File saved as a single PDF document and all audio recordings saved as WMA file(s) at the conclusion of the case investigation.
- Required documents are to be organized and saved in the electronic Case File in the below specified order, with the Case File Cover Sheet at the top of the case file.
- Each section is to have the appropriate Section Cover page inserted at the beginning of the section *(see Pages 17 – 25 for cover sheets to be used)*
- *Note: The County may, at its sole discretion, make changes to the required document templates contractor is required to utilize for the Investigative Report.*

Required Document		Reference	Section Description
1.	Case File Cover Sheet	See Page 3 for Cover Sheet Form	Provides a confidential cover sheet for case investigation file.
2.	Table of Contents	See Pages 4 - 5 for Sample Table of Contents.	Provides a Table of Contents for Investigative Report.
3.	List of Persons Interviewed	See Page 6 for List of Persons Interviewed Form	Provides a list of all individuals interviewed for case.
4.	Summary Chart	See Page 7 for Summary Chart Form	Provides a summary of the issues and incidents related to case, to assist in following the chain of events as stated by the Charging Party, the Subject(s) of Investigation and witnesses; it is not a comprehensive list of all events related to the investigation.
5.	Investigative Summary	See Pages 8 -10 for Investigative Summary Form	Provides a summary of the allegations, parties involved, and the case investigation.
6.	Intake Information	n/a	Section comprised of documents received from County Department(s) and/or Intake Specialist Unit (CISU).

Required Document		Reference	Section Description
7.	Audio Tracking Sheet & Audio Recordings	See Page 11 for Audio Tracking Sheet Form	The Audio Tracking Sheet: Provides a list of recorded interviews. Audio Recordings: All interview recordings are to be saved in WMA file format as separate electronic files, and are to be submitted concurrently with the submission of the electronic PDF Case File. The lowest memory storage size for audio may be used.
8.	Exhibits	n/a	Section comprised of documents received and reviewed as part of case investigation.
9.	Admonition Forms	See Pages 12 -15 for Admonition Forms	Section comprised of admonition forms (Administrative Rights & Responsibilities) signed by each individual interviewed during case investigation. One of four admonition forms are to be used based on status of interviewee to case investigation: • Exhibit on Page 12: For Complaining Party • Exhibit on Page 13: For Subject of Investigation • Exhibit on Page 14: For witness that is a County employee • Exhibit on Page 15: For witness that is not a County employee
10.	DHR Class Specifications	See Page 16 for DHR Class Specifications Form	DHR Class Specifications Form (form): Provides a summary of the DHR Class Specifications for the payroll title of each Charging Party, Subject(s) of Investigation, and County employee witness. The form is to list individuals in the following order: 1) Charging Party, 2) Subject(s) of Investigation, 3) Witnesses; and, within each of the three categories, individuals should be listed in alphabetical order by their last name. Individual Class Specifications: For each payroll title listed on the form, the Class Specification is to be printed out and placed behind the form in the order they are listed on the form. Class Specifications are available on-line at http://dhrdcap.co.la.ca.us/classspec/index.cfm?fuseaction=search.search

CONFIDENTIAL

DEPARTMENT OF HUMAN RESOURCES
COUNTY EQUITY INVESTIGATIONS UNIT

CEIU CASE # *[INSERT CASE NUMBER]*

DEPARTMENT OF HUMAN RESOURCES
COUNTY EQUITY INVESTIGATIONS UNIT

TABLE OF CONTENTS
CEIU # [*INSERT CASE NUMBER*]

1. List of Persons Interviewed *(List all individuals interviewed and their title in case)*
    - CP [Insert name]
    - SOI *[Insert name]*
    - SOI *[Insert name]*
    - Witness *[Insert name]*
    - Witness *[Insert name]*
2. Summary Chart
3. Investigative Summary
4. Intake Information *(List all intake detail document)*
    - *[Insert document name, date of document]*
    - *[Insert document name, date of document]*
    - *[Insert document name, date of document]*
5. Audio Tracking Sheet and Audio CD (Departmental copy only)
   (List all individuals recorded and their title in case)
    - CP *[Insert name]*
    - SOI *[Insert name]*
    - SOI *[Insert name]*
    - Witness *[Insert name]*
    - Witness *[Insert name]*
6. Exhibits *(List all exhibit documents)*
    - *[Insert document name, date of document]*
    - *[Insert document name, date of document]*
    - S*[I[Insert document name, date of document]*
    - *[Insert document name, date of document]*
    - *[Insert document name, date of document]*

7. Admonition Forms (*List all individuals with Admonition Forms and their title in case)*
    - SOI *[Insert name]*
    - SOI *[Insert name]*
    - Witness *[Insert name]*
8. DHR Class Specifications (*List all CP and SOI's, their title in case, and their payroll title)*
    - CP *[Insert name] – [Insert Payroll Title]*
    - SOI *[Insert name] – [Insert Payroll Title]*
    - SOI *[Insert name] – [Insert Payroll Title]*

DEPARTMENT OF HUMAN RESOURCES
COUNTY EQUITY INVESTIGATIONS UNIT

LIST OF PERSONS INTERVIEWED
CEIU CASE # *[INSERT CASE NUMBER]*

CONFIDENTIAL PERSONNEL INFORMATION

	NAME	TITLE	RACE/ETHNICITY	AGE	GENDER	DATE OF HIRE
1.						
2.						
3.						
4.						
6.						
7.						
8.						
9.						
10.						
11.						

Page 1 of 1

DEPARTMENT OF HUMAN RESOURCES
COUNTY EQUITY INVESTIGATIONS UNIT

SUMMARY CHART
CEIU Case # *[INSERT CASE NUMBER]*

CONFIDENTIAL PERSONNEL INFORMATION

DATE	EVENTS/ALLEGATIONS	WITNESS – SUPPORTING/DISPUTING INFORMATION
[Insert Date]	*1. [Insert event/allegation]*	SUPPORTING: *[insert information or type "None"].* DISPUTING: *[insert information or type "None"].* OTHER: *[insert information or type "None"].*
[Insert Date]	*2. [Insert event/allegation]*	SUPPORTING: *[insert information or type "None"].* DISPUTING: *[insert information or type "None"].* OTHER: *[insert information or type "None"].*
[Insert Date]	3. *[Insert event/allegation]*	SUPPORTING: *[insert information or type "None"].* DISPUTING: *[insert information or type "None"].* OTHER: *[insert information or type "None"].*
[Insert Date]	4. *[Insert event/allegation]*	SUPPORTING: *[insert information or type "None"].* DISPUTING: *[insert information or type "None"].* OTHER: *[insert information or type "None"].*

DEPARTMENT OF HUMAN RESOURCES
COUNTY EQUITY INVESTIGATIONS UNIT

INVESTIGATIVE SUMMARY
CEIU CASE # ***[INSERT CASE NUMBER]***

COMPLAINING PARTY:	*[Insert last name, first name], (*CP *[Insert last name]*), *[Insert employee number], [Insert Payroll Title], [Insert department]*
SUBJECT(S) OF INVESTIGATION:	*[Insert last name, first name], (*SOI *[Insert last name]*), *[Insert employee number], [Insert Payroll Title], [Insert department]* *[Insert last name, first name], (*SOI *[Insert last name]*), *[Insert employee number], [Insert Payroll Title], [Insert department]*
DATE OF INCIDENT:	*[Insert start date]* to *[Insert end date]*
LOCATION:	*[Insert department/office name]* *[Insert locations' physical address]*
DATE DEPARTMENT NOTIFIED:	*[Insert date]*
DATE OF HRDS NOTIFICATION:	*[Insert date]*
DATE HRDS OPENED:	*[Insert date]*
PRIMARY INVESTIGATOR:	*[Insert name]* *[Insert title]*

INVOLVED CODES AND POLICIES:

The involved County Code and Policy section at issue in this investigation includes:

- *[List individual code or policy, with section number and name]*
-
-

ALLEGATION SUMMARY

[Provide summary of allegation made by CP]

CURRENT STATUS:

[Provide the current status of the CP and SOI(s), including their reporting relationship and physical proximity]

BACKGROUND:

Complaining Party:

[Provide brief background information on CP, including dates of employment, history of County departments worked for and dates and titles of promotions/transfers. Provide brief overview of events and dates related to case allegation(s, and any past or current disciplinary action].

Subject of Investigation *[Insert last name*]:

[Provide brief background information on SOI, including dates of employment, history of County departments worked for and dates and titles of promotions/transfers. Provide brief overview of events and dates related to case allegation(s, and any past or current disciplinary action].

Subject of Investigation *[Insert last name*]:

[Provide brief background information on SOI, including dates of employment, history of County departments worked for and dates and titles of promotions/transfers. Provide brief overview of events and dates related to case allegation(s), and any past or current disciplinary action].

SPECIFIC ALLEGATIONS:

1. *[List allegations, including events and dates of events, made by CP in chronological order where possible].*
2.
3.

INVESTIGATIVE STATEMENTS:

[Provide list of individuals making statements during case investigation in the following order: CP, SOI, Witness(es). Under each individual:

- *Provide summary of the statements made, including events, dates, witnesses, etc.*
- *Clearly label and provide any HRDS notes where applicable.*
- *Provide case investigation number when documents which are part of case file are referred to.*
- *Provide reference to audio recording location when statements made during recorded interview are referred to.]*

CP *[Insert last name]*

SOI *[Insert last name]*

SOI *[Insert last name]*

Witness *[Insert last name]*

Witness *[Insert last name]*

Witness *[Insert last name]*

DEPARTMENT OF HUMAN RESOURCES

AUDIO TRACKING SHEET

CEIU Number: *[Insert case number]*

Investigator(s) Name: [*Insert name, title]*

Total Number of Audio Files: *[Insert number of audio files (not actual number of CD's)]*

File Names:

Complaining Party

[Insert name]

Subjects of Investigation

[Insert name]

[Insert name]

[Insert name]

Witnesses

[Insert name]

[Insert name]

[Insert name]

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

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

LISA M. GARRETT
DIRECTOR OF PERSONNEL

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES

[INSERT NAME OF COMPLAINING PARTY]

I am *[Insert name and title].* I can be reached by telephone at (XXX) XXX-XXXX. Under the authority of the Director of Personnel, I have been assigned to investigate employee complaints in personnel matters that are potential violations of federal, state, and/or County laws, regulations or policies.

You are about to be interviewed as part of an official Los Angeles County administrative investigation. The Department of Human Resources, under the direction of the Director of Personnel, may conduct an investigation when a complaint on or related to personnel matters alleging potential violations of federal, state, and/or County laws, regulations or policies is filed. You are the Complaining Party in such a complaint against employee(s) of Los County *[insert department name]*. As the Complaining Party, your statement in necessary in order to initiate the investigation of the allegations made against the subject(s) named in this matter.

The interview will be tape recorded. You may also tape record the interview, if you wish.

As a County employee, you are required to participate in administrative investigations including any and all interviews deemed necessary and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to County/Department policy. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge.

Be advised that any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

The investigation, including this interview, is a confidential personnel matter. You are instructed not to discuss this matter with any staff or other personnel/individuals designated by the investigator.

The above admonition has been read to me. I understand its contents and have received a copy.

DATE_____ CASE _____

SIGNATURE_____ PRINT NAME_____

EMPLOYEE NUMBER_____

INVESTIGATOR'S SIGNATURE_____

To Enrich Lives Through Effective and Caring Service

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LISA M. GARRETT
DIRECTOR OF PERSONNEL

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES

[INSERT NAME OF SUBJECT OF INVESTIGATION]

I am *[Insert name and title].* I can be reached by telephone at (XXX) XXX-XXXX. Under the authority of the Director of Personnel, I have been assigned to investigate employee complaints in personnel matters that are potential violations of federal, state, and/or County laws, regulations or policies.

You are about to be interviewed as part of an official Los Angeles County administrative investigation. The Department of Human Resources, under the direction of the Director of Personnel, may conduct an investigation when a complaint on or related to personnel matters alleging potential violations of federal, state and/or County laws, regulations or policies is filed. You have been named as a Subject of Investigation in such a complaint filed by *[insert name of Complaining Party]*, an employee of Los Angeles County *[insert department name]*.

The complaint alleges *[insert specific charge]* based on *[insert specific basis]*.

The interview will be tape recorded. You may also tape record the interview, if you wish. As the Subject of Investigation, you have the right to have a representative of your choice, who is not involved in this investigation, present with you during the interview. If you wish to tape record or have a representative present, the interview will be suspended for a reasonable time for you to obtain a tape recorder and/or representative

As a County employee, you are required to participate in administrative investigations including any and all interviews deemed necessary and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to County/Department policy. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge.

Be advised that any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

The investigation, including this interview, is a confidential personnel matter. You are instructed not to discuss this matter with any staff or other personnel/individuals designated by the investigator.

The above admonition has been read to me. I understand its contents and have received a copy.

DATE_____ CASE _____

SIGNATURE_____ PRINT NAME_____

EMPLOYEE NUMBER_____

INVESTIGATOR'S SIGNATURE_____

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DIRECTOR OF PERSONNEL

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES

[INSERT NAME OF WITNESS – County Employee]

I am *[Insert name and title].* I can be reached by telephone at (XXX) XXX-XXXX. Under the authority of the Director of Personnel, I have been assigned to investigate employee complaints in personnel matters that are potential violations of federal, state, and/or County laws, regulations or policies.

You are about to be interviewed as part of an official Los Angeles County administrative investigation. The Department of Human Resources, under the direction of the Director of Personnel, may conduct an investigation whenever a complaint on or related to personnel matters alleging a potential violation of federal, state, and/or County laws, regulations or policies is filed. You have been named as a witness in such a filed by a Los Angeles County *[insert department name]* employee. The Complaining Party has not filed a complaint against you, and you are not under investigation in this matter.

The interview will be tape recorded. You may also tape record the interview, if you wish.

As a County employee, you are required to participate in administrative investigations including any and all interviews deemed necessary and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to County/Department policy. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge.

Be advised that any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

The investigation, including this interview, is a confidential personnel matter. You are instructed not to discuss this matter with any staff or other personnel/individuals designated by the investigator.

The above admonition has been read to me. I understand its contents and have received a copy.

DATE_____ CASE _____

SIGNATURE_____ PRINT NAME_____

EMPLOYEE NUMBER_____

INVESTIGATOR'S SIGNATURE_____

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COUNTY OF LOS ANGELES
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LISA M. GARRETT
DIRECTOR OF PERSONNEL

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES

[INSERT NAME OF WITNESS – Non-County Employee]

I am *[Insert name and title].* I can be reached by telephone at (XXX) XXX-XXXX. Under the authority of the Director of Personnel, I have been assigned to investigate employee complaints in personnel matters that are potential violations of federal, state, and/or County laws, regulations or policies.

You are about to be interviewed as part of an official Los Angeles County administrative investigation. The Department of Human Resources, under the direction of the Director of Personnel, may conduct an investigation when a complaint on or related to personnel matters alleging potential violations of federal, state, and/or County laws, regulations or policies is filed.

You have been named as a witness in such a complaint filed by a Los Angeles County *[insert department name]* employee. The Complaining Party has not filed a complaint against you, and you are not under investigation in this matter.

The interview will be tape recorded. You may also tape record the interview, if you wish.

You are not obligated to participate in the investigation; however, your cooperation would be appreciated. Because the investigation is a confidential matter, if you choose to participate, you should not discuss the matter with any Los Angeles County personnel or other individuals designated by the investigator.

The above admonition has been read to me. I understand its contents and have received a copy.

DATE_____ CASE _____

SIGNATURE_____ PRINT NAME_____

EMPLOYEE NUMBER_____

INVESTIGATOR'S SIGNATURE_____

To Enrich Lives Through Effective and Caring Service

DEPARTMENT OF HUMAN RESOURCES

DHR Classification Specifications

CEIU Number: *[Insert case number]*

Investigator(s) Name: *[Insert name and title]*

Total Number of Involved Parties: *[Insert number of involved parties listed below]*

Charging Party *[Insert name]*	*[Insert Payroll Title]*
Subject of Investigation *[Insert name]*	*[Insert Payroll Title]*
Witness *[Insert name]*	*[Insert Payroll Title]*
Witness *[Insert name]*	*[Insert Payroll Title]*
Witness *[Insert name]*	*[Insert Payroll Title]*

TABLE OF CONTENTS

INVESTIGATIVE REPORT

LIST OF PERSONS INTERVIEWED

SUMMARY CHART

INVESTIGATIVE SUMMARY

INTAKE INFORMATION

AUDIO TRACKING SHEET & AUDIO CD

EXHIBITS

ADMONITION FORMS

DHR CLASS SPECIFICATIONS

DEPARTMENT OF HUMAN RESOURCES
COUNTY EQUITY INVESTIGATIONS UNIT
Contractor's Request for Good Cause Extension

CEIU Case Number: _____

Complaining Party (CP): _____

Department: _____

Name of Contractor Case Assigned to: _____

Date Case Assigned to Contractor: _____

Contractor is hereby requesting an extension of the due date for submission of the Investigative Report, and understands that extension is only effective upon County's written approval.

To Be Completed By Contractor:		***To be Completed by County:***		
Current Due Date	Requested Extension Date	Request Is: Approved	Request Is: Not Approved	Approved Extension Date

Contractor's Justification for Request:

Contractor Submission By:	**County Review By:**
Name:	Name:
Title:	Title:
Date:	Date:

Contractor Name: [ENTER HERE]
Report for Month of: [ENTER HERE]

EQUITY INVESTIGATION SERVICES
CONTRACTOR'S MONTHLY STATUS REPORT

		CASE INFORMATION							*INVESTIGATIVE PLAN*			*INVESTIGATION STATUS*
	HRDS Case Number	Date Case Assigned to Contractor	Complaining Party	Subject(s) of Investigation	Department	Contractor's Assigned Investigator	Basic Facts of Case	Basis of Allegation(s)	Investigative Plan Due Date *(10 Days from Case Assignment)*	Date Investigative Plan Submitted to County	Date Investigative Plan Approved by County *(Enter date or "pending")*	Investigation Status: What Has Been Accomplished and What Remains to Be Accomplished
1.									-			Accomplished: [Enter here] Remaining: [Enter here]
2.									-			Accomplished: [Enter here] Remaining: [Enter here]
3.									-			Accomplished: [Enter here] Remaining: [Enter here]
4.									-			Accomplished: [Enter here] Remaining: [Enter here]
5.									-			Accomplished: [Enter here] Remaining: [Enter here]
6.									-			Accomplished: [Enter here] Remaining: [Enter here]
7.									-			Accomplished: [Enter here] Remaining: [Enter here]
8.									-			Accomplished: [Enter here] Remaining: [Enter here]
9.									-			Accomplished: [Enter here] Remaining: [Enter here]
10.									-			Accomplished: [Enter here] Remaining: [Enter here]

Contractor Name: [ENTER HERE]
Report for Month of: [ENTER HERE]

EQUITY INVESTIGATION SERVICES
CONTRACTOR'S MONTHLY STATUS REPORT

		POTENTIAL BARRIERS		*COMMENTS*	*INVESTIGATIVE REPORT*												
	HRDS Case Number	Potential Issues That May Impact Contractor's Ability to Meet Investigative Report Due Date	Date Contractor Requested Assistance From County	Contractor Comments	Initial Investigative Report Due Date *(60 Days from Case Assignment)*	1st Good Cause Extension: Date Request Submitted to County	Request Status *(Select from Dropdown List)*	If Approved, 1st Revised Due Date for Investigative Plan	2nd Good Cause Extension: Date Request Submitted to County	Request Status *(Select from Dropdown List)*	If Approved, 2nd Revised Due Date for Investigative Plan	3rd Good Cause Extension: Date Request Submitted to County	Request Status *(Select from Dropdown List)*	If Approved, 2nd Revised Due Date for Investigative Plan	Date Investigative Report Submitted to County	Date Revised Investigative Report Submitted to County	Date Investigative Report Approved by County
1.					-												
2.					-												
3.					-												
4.					-												
5.					-												
6.					-												
7.					-												
8.					-												
9.					-												
10.					-												

STATEMENT OF WORK A.2
FOR PERSONNEL INVESTIGATIONS

STATEMENT OF WORK A.2
FOR PERSONNEL INVESTIGATIONS

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK	1
2.0	ADDITION/DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS	1
3.0	QUALITY CONTROL	1
4.0	QUALITY ASSURANCE PLAN	1
5.0	DEFINITIONS	2
6.0	RESPONSIBILITIES	3
	COUNTY	
	6.1 Personnel	3
	6.2 Furnished Items	3
	CONTRACTOR	
	6.3 Project Manager	4
	6.4 Personnel	5
	6.5 Identification Badges	5
	6.6 Licenses	5
	6.7 Materials and Equipment	6
	6.8 Training	6
	6.9 Contractor’s Office	6
7.0	SPECIFIC WORK REQUIREMENTS	7
8.0	GREEN INITIATIVES	10

STATEMENT OF WORK A.2
FOR PERSONNEL INVESTIGATIONS

1.0 SCOPE OF WORK

Contractor shall provide investigation services and produce an Investigative Report on complaints on or related to personnel matters jurisdictional to the County of Los Angeles (County) Department of Human Resources (DHR) and which are classified as presenting potential conflict of interest issues for DHR and/or investigations which are part of the DHR caseload and are open more than 90 days. The investigation information shall be utilized by the County in determining recommendations that may be made to the appointing authorities of County employees for administrative action, such as discipline or plans for corrective actions, and which may be used as the basis for any such actions taken by the appointing authority. Personnel investigations shall include, but are not limited to, employment and/or administrative matters related to or governed by federal, state, and County laws, regulations and policies.

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

2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Master Agreement.

3.0 QUALITY CONTROL

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

3.1 Method of monitoring to ensure that Master Agreement requirements are being met.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.14, County's Quality Assurance Plan.

4.1 As-Needed Meetings

Contractor is required to attend a meeting on an as-needed basis as requested by the County. Failure to attend may cause an assessment of one-hundred dollars ($100).

4.2 Master Agreement Discrepancy Report (SOW A.2 - Exhibit 1)

Verbal notification of a Master Agreement discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Master Agreement discrepancy is

identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

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

4.3 County Observations

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

5.0 DEFINITIONS

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

5.1 Calendar Month: The first day through the last day of each month.

5.2 Capacity: Contractor's ability to be assigned equity and/or personnel cases by the County, to accept the cases and to timely meet all tasks, deliverables and expectations as required and described in the Master Agreement.

5.3 Date of Case Assignment: The date of County's issuance of the "Work Order and Contractor Certification" assigning case(s) to Contractor.

5.4 Instructions for Electronic Submission of Documents: Instructions provided to Contractor after execution of Master Agreement for electronically and securely receiving documents from, and submitting documents to, the County.

5.5 Investigative Case File: An electronic file which contains case documents obtained and/or created during case investigation process, including working documents. The Investigative Case File will adhere to the Investigative Case File Template (SOW A.2 - Exhibit 3), and will contain the case documents organized with labelled section dividers.

5.6 Investigative Plan: A tool which helps the investigator navigate through the investigation, and is completed after the review of the case file. The Investigative Plan will adhere to the Investigative Plan Template, and identifies the following: the Complaining Party (CP) and the alleged protected status of the CP; the Subject of the Investigation (SOI) and the alleged prohibited conduct of the SOI; the

specific allegations and act(s) of harm; the list of witnesses; the list of documents received, reviewed and/or needed; and an interview scheduling chart.

5.7 Monthly Status Report: A report provided to County by Contractor which provides the status of the investigation for all personnel investigation cases assigned to and/or pending with Contractor for the prior Calendar Month. The Monthly Status Report submitted by Contractor will adhere to the Monthly Status Report Template, and identifies the following: General case information, Contractor's assigned investigator, due date and submission dates of the Investigative Plan, what has been accomplished, what remains to be accomplished, any barriers which may preclude the Case Report from being submitted to the County within 60 days of Case Assignment to Contractor, requests for County assistance needed to address the barrier(s), and the initial and any extensions to the due date for the Investigative Report.

5.8 Investigative Report: A written summary of the facts gathered during the course of the investigation. The Investigative Report will adhere to the Investigative Report Template, and include all referenced exhibits, documents, and copies of all recorded interviews.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

The County will administer the Master Agreement according to the Master Agreement, Paragraph 6.0, Administration of Master Agreement - County. Specific duties will include:

6.1.1 Monitoring the Contractor's performance in the daily operation of this Master Agreement.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Master Agreement, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

6.2 Furnished Items

6.2.1 Upon issuance of a work order and acceptance by Contractor, County will provide Contractor the confidential Investigative Case File for each assigned case. Confidential Investigative Case Files remain the sole property of the County and will be returned to the County, unduplicated by the Contractor, on the 1st or 15th of each month and within no more than fifteen (15) calendar days of County's acceptance of Investigative Report.

6.2.2 County will provide a County Contractor identification badge to Contractor employees as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

6.2.3 County will provide Contractor the template for the Investigative Plan to be completed for each assigned case (SOW A.2 – Exhibit 2). The County reserves the right to, in its sole discretion; revise the template to be used by Contractor.

6.2.4 County will provide Contractor a template to be followed for the organization and elements to be included in the Investigative Report (SOW A.2 – Exhibit 3). The County reserves the right to, in its sole discretion; revise the template to be used by Contractor.

6.2.5 County will provide Contractor a form to request extension of time for submission of the Investigative Plan and/or Investigative Report (SOW A.2 – Exhibit 4). The County reserves the right to, in its sole discretion; revise the form to be used by Contractor.

6.2.6 County will provide Contractor the template for the Monthly Status Report to be completed with information on all personnel investigation cases assigned to and/or pending with Contractor for the prior Calendar Month (SOW A.2 – Exhibit 5). The County reserves the right to, in its sole discretion; revise the template to be used by Contractor.

6.2.7 County will provide Contractor with Instructions for Electronic Submission of Documents upon execution of the Master Agreement. The County reserves the right to, in its sole discretion, revise the instructions to be used by Contractor.

CONTRACTOR

6.3 Project Manager

6.3.1 Contractor shall provide a Project Manager and a designated alternate. Contractor shall provide a telephone number where the Project Manager may be reached between the hours of 8:00 a.m. and 5:00 p.m. on all Business Days.

6.3.2 Project Manager/alternate shall act as a central point of contact with the County.

6.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

6.4.1 Contractor shall assign a sufficient number of employees to cases assigned to and accepted by Contractor in order to meet all requirements for case

completion and submission of Investigative Report to the County within 60 calendar days of Case Assignment to Contractor.

6.4.2 Contractor investigators must possess the following minimum qualifications:

- Two (2) years of experience conducting employment and/or administrative investigations.

6.4.3 Contractor shall submit to County executed Confidentiality Agreement (Exhibit G) for each Contractor employee performing services covered by this Master Agreement, as set for forth in sub-paragraph 7.6.5 – Confidentiality, of the Master Agreement, and for non-employees as set forth in sub-paragraph 7.6.6.

6.4.4 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background & Security Investigations, of the Master Agreement.

6.4.5 Contractor shall ensure their employees have obtained a County Contractor Identification before they are assigned to work in a County facility, as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

6.5 Identification Badges

6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

6.5.2 Contractor shall be responsible for obtaining the County Contractor identification badges from the County for its employees and distributing them to its employees.

6.5.3 Contractor shall be responsible for timely obtaining each of the County Contractor identification badges from its employees and returning them to the County as set forth in Paragraph 7.4 – Contractor's Staff Identification, of the Master Agreement.

6.6 License

Contractor shall possess a current Private Investigator license issued by the State of California.

6.7 Materials and Equipment

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

6.8 Training

COUNTY

6.8.1 County will provide an initial, mandatory training to Contractor's designated representative on the requirements, processes, procedures standards and expectations of the County for investigations being conducted under this Master Agreement, and will include training on the County Policy of Equity. This training will be provided at no cost to Contractor.

6.8.2 County will provide Contractor with up to three (3) dates to select from for the training described in 6.8.1, and will attempt to schedule the training immediately after execution of Contractor's Master Agreement.

CONTRACTOR

6.8.3 Contractor shall designate its representative to be trained by the County as described in 6.8.1. Training will be attended by Contractor's representative at no cost to the County.

6.8.4 Contractor's representative shall train any Contractor staff that will be performing equity investigation services under this Master Agreement; Contractor shall not assign equity investigations to its staff who have not completed the Contractor's equity training.

6.8.5 Contractor shall provide training programs for all its new employees within ten (10) business days of the Contractor's employee being cleared/approved by the County to perform work under this Master Agreement, and shall continue in-service training for all its employees as needed. Contractor shall include the requirements, processes, procedures, standards and expectations of the County for the investigations being conducted under this Master Agreement, and will include training on the County Policy of Equity.

6.8.6 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.9 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., during all Business Days, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Master Agreement. When the office is closed, an answering service or electronic answering machine shall be provided to receive calls. The Contractor shall answer calls received by the answering service/electronic machine by the next Business Day after receipt of the call.

7.0 SPECIFIC WORK REQUIREMENTS

Assignment of Work to Contractor:

7.1 Upon issuance of a "Work Order and Contractor Certification" (Master Agreement Exhibit H – Sample Work Order and Contractor Certification), Contractor shall execute Section II certifying its ability to accept the case assignment and to complete it pursuant to the Master Agreement requirements.

7.2 After executing Section II, Contractor shall electronically return the "Work Order and Contractor Certification" to the County Project Manager within two (2) Business Days of issuance of the work order and the original signed copy to County within fifteen (15) Business Days of the issuance of the work order.

Investigative Plan:

7.3 Utilizing the template provided by County (SOW A.2 – Exhibit 2), Contractor shall develop an appropriate Investigative Plan describing the complaint analysis and approach to guide the investigator at the onset of each investigation, including but not limited to, identification of the action(s) alleged, the protected "basis" of discrimination involved, if any, the list of initial witnesses to be interviewed, and a list of initial documents to be obtained. The Investigative Plan is completed after the review of the case file.

7.4 Within ten (10) Business Days of Case Assignment, Contractor shall electronically submit for review and approval an Investigative Plan for each assigned case to the County Project Director.

7.5 Contractor shall electronically submit revised Investigative Plans when actual performance differs substantially from planned performance. Within four (4) Business Days of determining the performance differentiation, revisions shall be submitted to the County Project Manager for review and approval.

Monthly Status Reports:

7.6 Utilizing the template provided by County (SOW A.2 – Exhibit 5), Contractor shall complete a Monthly Status Report describing the status of the personnel investigation for all personnel investigation cases assigned to and/or pending with Contractor for the prior Calendar Month. The Monthly Status Report includes general case information, Contractor's assigned investigator, due date and submission dates of the Investigative Plan, what has been accomplished, what remains to be accomplished, any barriers which may preclude the Case Report from being submitted to the County within 60 days of Case Assignment to Contractor, requests for County assistance needed to address the barrier(s), and the initial and any County-approved extensions to the due date for the Investigative Report.

7.7 Contractor shall electronically submit Monthly Status Reports to the County Project Manager by no later than the 10th of every month for the prior Calendar Month.

Case Investigation:

7.8 Contractor shall identify and analyze all relevant and pertinent testimonial, documentary, and/or physical evidence relevant to the allegations.

7.9 Contractor shall utilize appropriate interview techniques, credibility assessments, and conduct effective and comprehensive witness interviews. Contractor shall audio record every interview.

7.10 Contractor shall immediately notify the County Contract Director and County Contract Project Manager of other matters uncovered during the course of the investigations that may potentially violate any federal, state and/or County anti-discrimination laws, regulations or policies related to anti-discrimination, including the County Policy of Equity (CPOE).

7.11 Contractor shall communicate with designated DHR staff and any other relevant County representatives as deemed reasonable to keep the County informed of progress as necessary to obtain additional data and/or information needed to complete the investigation.

Investigative Report:

7.12 Utilizing the template provided by County (SOW A.2 – Exhibit 3), Contractor shall provide a comprehensive written Investigative Report for each investigation. The report shall include an investigative summary containing all facts and evidence relevant to the investigation, exhibits that contain relevant documentary evidence, and/or other documentation prescribed by the County. The Investigative Report shall be organized in the format provided by County in SOW A.2 - Exhibit 3, Investigative Report Template.

7.13 Contractor shall complete all personnel investigations, including the specific tasks contained herein, and to submit the Investigative Report to the County no later than 60 calendar days after Case Assignment to Contractor.

7.14 Contractor shall electronically submit the Investigative Report to the County Project Director in both a Word document and a PDF document.

7.15 Contractor shall provide modifications to previously submitted reports as requested by the County.

Investigative Case File:

7.16 Contractor shall provide a comprehensive electronic Investigative Case File for each investigation. The Investigative Case File shall include all documents obtained and/or created during the investigative process, including working documents and investigator notes.

7.17 Contractor shall organize all documents and audio recordings in electronic files as described in SOW A.2 - Exhibit 3, Investigative Report Template.

7.18 Contractor shall electronically submit the Investigative Case File to the County within 10 calendar days of the County's acceptance of the Investigative Report.

7.19 Contractor shall hand-deliver any documents in the Investigative Case File to the County which cannot be electronically submitted, and any documents which are original documents. Documents will be hand-delivered only to the County Project Director and/or County Project Manager in a secured, sealed envelope or container which is clearly marked "Confidential".

Request for Extension of Time:

7.20 Contractor shall immediately advise the County Contract Director and County Contract Project Manager of any issue(s) that would preclude the timely completion of the case investigation and submission of required reports as set forth in this Master Agreement.

7.21 Contractor shall immediately electronically submit the Contractor's Request for Good Cause Extension of time on case investigation (SOW A.2 – Exhibit 4) to County if there is good cause for Contractor to request an extension to the timeline to submit the Investigative Plan (i.e., 10 calendar days from Case Assignment) and/or Investigative Report (i.e., 60 calendar days from Case Assignment). Any Request for Extension of Time shall be approved or denied at the sole discretion of County, and shall be deemed approved only in writing by the County.

Electronic Documents:

7.22 Contractor shall submit all documents to the County in an electronic PDF format, except for the Investigative Report which shall be submitted in both an electronic PDF format and a Word document format.

7.23 Contractor shall electronically submit all required documents, including but not limited to Investigative Plans, Investigative Reports, Monthly Status Reports, and Requests for Good Cause Extension, to the County Project Manager utilizing the Instructions for Electronic Submission of Documents. Contractor shall adhere to all instructions and protocols when electronically submitting documents to the County to ensure secure and confidential transmission of all documents, including but not limited to the requirements set forth in Exhibit K (Information Security Requirements) to the Master Agreement.

7.24 Contractor shall use the file naming protocol provided by the County for all electronic files submitted to the County.

7.25 Contractor shall immediately permanently delete all electronic files from its records and servers, and destroy all paper copies of documents in its possession upon receipt of written acceptance of the electronic documents by the County. Contractor shall destroy such electronic records and paper documents by (a) shredding or otherwise destroying paper, film, or other hard copy media so that the document cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging or destroying electronic files such that the information cannot be retrieved, subject to

the provisions of and as required by Exhibit K (Information Security Requirements) to the extent applicable.

Related Work:

7.26 Contractor shall attend, appear and/or testify at various hearings or entities (e.g. the Civil Service Commission, County Policy of Equity Panel) and/or other meetings as requested by the County, with payment for preparation time for said appearance/testimony only upon a prior written request of Contractor and written pre-approval of the County.

Confidentiality:

7.27 Contractor shall consider all documents, conversations, and evidence related to County investigative matters confidential and shall maintain all such documents, conversations and evidence in the strictest level of security and non-disclosure, in compliance with the Confidentiality Agreement (Master Agreement Exhibits G3, G4 and/or G5).

7.28 Contractor shall ensure that all electronic and paper copy documents and records are permanently and securely deleted and destroyed after written acceptance of the document by the County (see 7.25 above), subject to the provisions of and in accordance with Master Agreement Exhibit K (Information Security Requirements) to the extent applicable.

8.0 GREEN INITIATIVES

8.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

8.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the Master Agreement commencement.

STATEMENT OF WORK A.2
PERSONNEL INVESTIGATIONS

EXHIBITS

TABLE OF CONTENTS

Exhibit

1 Contract Discrepancy Report

2 Investigative Plan Template

3 Investigative Report Template

4 Contractor's Request for Good Cause Extension

5 Monthly Status Report Template

MASTER AGREEMENT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: **Prepared:** _____

Returned to Contractor: _____

Action Completed: _____

1. DISCREPANCY PROBLEMS:

_____ _____

Signature of County Representative Date

2. CONTRACTOR RESPONSE (Cause and Corrective Action):

_____ _____

Signature of Contractor Representative Date

3. COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____ _____

Signature of County Representative Date

4. COUNTY ACTIONS:

5. CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature: _____ Date: _____

Contractor Representative's Signature: _____ Date: _____

DEPARTMENT OF HUMAN RESOURCES
HUMAN RESOURCES DEPARTMENTAL SUPPORT UNIT
Investigative Plan

HRDS Case Number: _____

Contractor Case Assigned to: _____

Date Case Assigned to Contractor: _____

Date Investigative Plan Prepared:	
Complaining Party (CP):	
Department:	
Job Title:	

Subject(s) of Investigation (SOIs)	Job Title(s)	Department(s)
1.		
2.		
3.		

A. Allegation Type

	Allegation Type For Each SOI	SOI #1	SOI #2	SOI #3
1.	Improper Hiring/Promotion	☐	☐	☐
1.a.	Nepotism	☐	☐	☐
1.b.	Improper Hiring/Promotion (Favoritism)	☐	☐	☐
2.	Conflict of Interest	☐	☐	☐
3.	Payroll Issue	☐	☐	☐
4.	Bonus Issue	☐	☐	☐
5.	Examination Impropriety	☐	☐	☐
5.a.	Examination Impropriety (Favoritism)	☐	☐	☐
6.	Harassment/Hostile Environment	☐	☐	☐
7.	Return to Work/Leave Related	☐	☐	☐
8.	Transfer Request	☐	☐	☐
9.	Retaliation	☐	☐	☐
10.	Whistleblower Retaliation (County Code 5.02.060)	☐	☐	☐
11.	Performance Management	☐	☐	☐

A. Allegation Type (continued from prior page)

Allegation Type For Each SOI	SOI #1	SOI #2	SOI #3
11.a. Misconduct/Inappropriate Behavior	☐	☐	☐
11.b. Falsification of Timecard	☐	☐	☐
12. Equity	☐	☐	☐
12.a. Sex	☐	☐	☐
12.b Gender	☐	☐	☐
12.c Race	☐	☐	☐
12.d. Medical Condition	☐	☐	☐
12.e. Age	☐	☐	☐
13. Inquiry	☐	☐	☐
13.a. Exam Related	☐	☐	☐
13.b. Position Related	☐	☐	☐
14. Retirement	☐	☐	☐
14.a. Retirement (Badge)	☐	☐	☐
15. Reinstatement	☐	☐	☐
16. Resignation	☐	☐	☐
17. Procedural Error	☐	☐	☐
17.a. Eligibility List	☐	☐	☐
18. Assistance	☐	☐	☐
• Other:	☐	☐	☐

B. Complete B.1 and B.2 if CP identifies any allegation of discrimination based on a protected status:

B.1. Alleged Protected Status

Sex ☐ Race ☐ Color ☐ Ancestry ☐ National Origin ☐ Ethnicity ☐

Age ☐ Disability ☐ Religion ☐ Marital Status ☐ Sexual Orientation ☐ Medical Condition ☐

Retaliation ☐ If retaliation, what was the protected activity?

B.2 Alleged Prohibited Conduct For Each SOI	**SOI #1**	**SOI #2**	**SOI #3**
• Disparate Treatment	☐	☐	☐
• Sexual Harassment	☐	☐	☐
• Harassment/Hostile Work Environment	☐	☐	☐
• Third-person bystander harassment	☐	☐	☐
• Failure to provide reasonable accommodation	☐	☐	☐
• Failure to provide religious accommodation	☐	☐	☐
• Inappropriate conduct toward others	☐	☐	☐
• Retaliation	☐	☐	☐
• Failure to Report	☐	☐	☐
• Other:	☐	☐	☐

C. Allegations/Acts of Harm:

List each allegation and the resulting act of harm for the CP:

Allegation(s)	Act(s) of Harm	Name(s) of SOI(s)	Name(s) of Witness(es)
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

D. Timely Reporting:

- Date(s) of allegation(s):
- Date management notified:
- Date HRDS notified

E. Steps of the Investigation

Steps of the Investigation	Date Completed
1. Review case file.	
2. Draft initial investigative plan.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

F. List of Possible Witnesses

Type of witness	Name/Title	Connection to allegation(s)	Interview Date(s)
Complaining Party			
CP's Witnesses			
Other witnesses			
SOI(s)			
SOI witnesses			

G. List of Documents

Type of document	Date of Request	Who Request Made To	Date of Receipt
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Assigned Investigator(s)

Name:	Date Assigned:
Name:	Date Assigned:
Name:	Date Assigned:

Review Information

Completed by Investigator:	Date Completed:
Contractor's Quality Control Conducted By:	Date Conducted:
Submitted to County by Contractor Staff:	Date Submitted:
Reviewed by County Staff:	Date Reviewed:
Returned for Revision by County Staff:	Date Returned:
Re-submitted to County by Contractor Staff:	Date Re-Submitted:
Reviewed by County Staff:	Date Reviewed:

DEPARTMENT OF HUMAN RESOURCES
HUMAN RESOURCES DEPARTMENTAL SUPPORT UNIT

Investigative Report Template

Each Investigative Report is comprised of the below required documents.

- Contractor to provide County with all documents in an electronic Case File saved as a single PDF document and all audio recordings saved as WMA file(s) at the conclusion of the case investigation.
- Required documents are to be organized and saved in the electronic Case File in the below specified order, with the Case File Cover Sheet at the top of the case file.
- Each section is to have the appropriate Section Cover page inserted at the beginning of the section *(see Pages 17 – 25 for cover sheets to be used)*
- *Note: The County may, at its sole discretion, make changes to the required document templates contractor is required to utilize for the Investigative Report.*

Required Document		Reference	Section Description
1.	Case File Cover Sheet	See Page 3 for Cover Sheet Form	Provides a confidential cover sheet for case investigation file.
2.	Table of Contents	See Pages 4 - 5 for Sample Table of Contents.	Provides a Table of Contents for Investigative Report.
3.	List of Persons Interviewed	See Page 6 for List of Persons Interviewed Form	Provides a list of all individuals interviewed for case.
4.	Summary Chart	See Page 7 for Summary Chart Form	Provides a summary of the issues and incidents related to case, to assist in following the chain of events as stated by the Charging Party, the Subject(s) of Investigation and witnesses; it is not a comprehensive list of all events related to the investigation.
5.	Investigative Summary	See Pages 8 -10 for Investigative Summary Form	Provides a summary of the allegations, parties involved, and the case investigation.
6.	Intake Information	n/a	Section comprised of documents received from County Department(s) and/or Intake Specialist Unit (CISU).

Required Document		Reference	Section Description
7.	Audio Tracking Sheet & Audio Recordings	See Page 11 for Audio Tracking Sheet Form	The Audio Tracking Sheet: Provides a list of recorded interviews. Audio Recordings: All interview recordings are to be saved in WMA file format as separate electronic files, and are to be submitted concurrently with the submission of the electronic PDF Case File. The lowest memory storage size for audio may be used.
8.	Exhibits	n/a	Section comprised of documents received and reviewed as part of case investigation.
9.	Admonition Forms	See Pages 12 -15 for Admonition Forms	Section comprised of admonition forms (Administrative Rights & Responsibilities) signed by each individual interviewed during case investigation. One of four admonition forms are to be used based on status of interviewee to case investigation: • Exhibit on Page 12: For Complaining Party • Exhibit on Page 13: For Subject of Investigation • Exhibit on Page 14: For witness that is a County employee • Exhibit on Page 15: For witness that is not a County employee
10.	DHR Class Specifications	See Page 16 for DHR Class Specifications Form	DHR Class Specifications Form (form): Provides a summary of the DHR Class Specifications for the payroll title of each Charging Party, Subject(s) of Investigation, and County employee witness. The form is to list individuals in the following order: 1) Charging Party, 2) Subject(s) of Investigation, 3) Witnesses; and, within each of the three categories, individuals should be listed in alphabetical order by their last name. Individual Class Specifications: For each payroll title listed on the form, the Class Specification is to be printed out and placed behind the form in the order they are listed on the form. Class Specifications are available on-line at http://dhrdcap.co.la.ca.us/classspec/index.cfm?fuseaction=search.search

CONFIDENTIAL

DEPARTMENT OF HUMAN RESOURCES
HUMAN RESOURCES DEPARTMENTAL SUPPORT UNIT

HRDS CASE # *[INSERT CASE NUMBER]*

DEPARTMENT OF HUMAN RESOURCES
HUMAN RESOURCES DEPARTMENTAL SUPPORT UNIT

TABLE OF CONTENTS
HRDS # [*INSERT CASE NUMBER*]

1. List of Persons Interviewed *(List all individuals interviewed and their title in case)*
    - CP [Insert name]
    - SOI *[Insert name]*
    - SOI *[Insert name]*
    - Witness *[Insert name]*
    - Witness *[Insert name]*
2. Summary Chart
3. Investigative Summary
4. Intake Information *(List all intake detail document)*
    - *[Insert document name, date of document]*
    - *[Insert document name, date of document]*
    - *[Insert document name, date of document]*
5. Audio Tracking Sheet and Audio CD (Departmental copy only)
   (List all individuals recorded and their title in case)
    - CP *[Insert name]*
    - SOI *[Insert name]*
    - SOI *[Insert name]*
    - Witness *[Insert name]*
    - Witness *[Insert name]*
6. Exhibits *(List all exhibit documents)*
    - *[Insert document name, date of document]*
    - *[Insert document name, date of document]*
    - S*[I[Insert document name, date of document]*
    - *[Insert document name, date of document]*
    - *[Insert document name, date of document]*

7. Admonition Forms (*List all individuals with Admonition Forms and their title in case)*
    - SOI *[Insert name]*
    - SOI *[Insert name]*
    - Witness *[Insert name]*
8. DHR Class Specifications (*List all CP and SOI's, their title in case, and their payroll title)*
    - CP *[Insert name] – [Insert Payroll Title]*
    - SOI *[Insert name] – [Insert Payroll Title]*
    - SOI *[Insert name] – [Insert Payroll Title]*

DEPARTMENT OF HUMAN RESOURCES
HUMAN RESOURCES DEPARTMENTAL SUPPORT UNIT

LIST OF PERSONS INTERVIEWED
HRDS CASE # *[INSERT CASE NUMBER]*

CONFIDENTIAL PERSONNEL INFORMATION

	NAME	TITLE	RACE/ETHNICITY	AGE	GENDER	DATE OF HIRE
1.						
2.						
3.						
4.						
6.						
7.						
8.						
9.						
10.						
11.						

Page 1 of 1

DEPARTMENT OF HUMAN RESOURCES
HUMAN RESOURCES DEPARTMENTAL SUPPORT UNIT

INVESTIGATIVE SUMMARY
HRDS CASE # ***[INSERT CASE NUMBER]***

COMPLAINING PARTY:	*[Insert last name, first name], (*CP *[Insert last name]*), *[Insert employee number], [Insert Payroll Title], [Insert department]*
SUBJECT(S) OF INVESTIGATION:	*[Insert last name, first name], (*SOI *[Insert last name]*), *[Insert employee number], [Insert Payroll Title], [Insert department]* *[Insert last name, first name], (*SOI *[Insert last name]*), *[Insert employee number], [Insert Payroll Title], [Insert department]*
DATE OF INCIDENT:	*[Insert start date]* to *[Insert end date]*
LOCATION:	*[Insert department/office name]* *[Insert locations' physical address]*
DATE DEPARTMENT NOTIFIED:	*[Insert date]*
DATE OF HRDS NOTIFICATION:	*[Insert date]*
DATE HRDS OPENED:	*[Insert date]*
PRIMARY INVESTIGATOR:	*[Insert name]* *[Insert title]*

INVOLVED CODES AND POLICIES:

The involved County Code and Policy section at issue in this investigation includes:

- *[List individual code or policy, with section number and name]*
-
-

ALLEGATION SUMMARY

[Provide summary of allegation made by CP]

CURRENT STATUS:

[Provide the current status of the CP and SOI(s), including their reporting relationship and physical proximity]

BACKGROUND:

Complaining Party:

[Provide brief background information on CP, including dates of employment, history of County departments worked for and dates and titles of promotions/transfers. Provide brief overview of events and dates related to case allegation(s, and any past or current disciplinary action].

Subject of Investigation *[Insert last name*]:

[Provide brief background information on SOI, including dates of employment, history of County departments worked for and dates and titles of promotions/transfers. Provide brief overview of events and dates related to case allegation(s, and any past or current disciplinary action].

Subject of Investigation *[Insert last name*]:

[Provide brief background information on SOI, including dates of employment, history of County departments worked for and dates and titles of promotions/transfers. Provide brief overview of events and dates related to case allegation(s), and any past or current disciplinary action].

SPECIFIC ALLEGATIONS:

1. *[List allegations, including events and dates of events, made by CP in chronological order where possible].*
2.
3.

INVESTIGATIVE STATEMENTS:

[Provide list of individuals making statements during case investigation in the following order: CP, SOI, Witness(es). Under each individual:

- *Provide summary of the statements made, including events, dates, witnesses, etc.*
- *Clearly label and provide any HRDS notes where applicable.*
- *Provide case investigation number when documents which are part of case file are referred to.*
- *Provide reference to audio recording location when statements made during recorded interview are referred to.]*

CP *[Insert last name]*

SOI *[Insert last name]*

SOI *[Insert last name]*

Witness *[Insert last name]*

Witness *[Insert last name]*

Witness *[Insert last name]*

DEPARTMENT OF HUMAN RESOURCES

AUDIO TRACKING SHEET

HRDS Number: *[Insert case number]*

Investigator(s) Name: [*Insert name, title]*

Total Number of Audio Files: *[Insert number of audio files (not actual number of CD's)]*

File Names:

Complaining Party

[Insert name]

Subjects of Investigation

[Insert name]

[Insert name]

[Insert name]

Witnesses

[Insert name]

[Insert name]

[Insert name]

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

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

LISA M. GARRETT
DIRECTOR OF PERSONNEL

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES

[INSERT NAME OF COMPLAINING PARTY]

I am *[Insert name and title].* I can be reached by telephone at (XXX) XXX-XXXX. Under the authority of the Director of Personnel, I have been assigned to investigate employee complaints in personnel matters that are potential violations of federal, state, and/or County laws, regulations or policies.

You are about to be interviewed as part of an official Los Angeles County administrative investigation. The Department of Human Resources, under the direction of the Director of Personnel, may conduct an investigation when a complaint on or related to personnel matters alleging potential violations of federal, state, and/or County laws, regulations or policies is filed. You are the Complaining Party in such a complaint against employee(s) of Los County *[insert department name]*. As the Complaining Party, your statement in necessary in order to initiate the investigation of the allegations made against the subject(s) named in this matter.

The interview will be tape recorded. You may also tape record the interview, if you wish.

As a County employee, you are required to participate in administrative investigations including any and all interviews deemed necessary and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to County/Department policy. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge.

Be advised that any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

The investigation, including this interview, is a confidential personnel matter. You are instructed not to discuss this matter with any staff or other personnel/individuals designated by the investigator.

The above admonition has been read to me. I understand its contents and have received a copy.

DATE_____ CASE _____

SIGNATURE_____ PRINT NAME_____

EMPLOYEE NUMBER_____

INVESTIGATOR'S SIGNATURE_____

To Enrich Lives Through Effective and Caring Service

COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES
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LISA M. GARRETT
DIRECTOR OF PERSONNEL

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES

[INSERT NAME OF SUBJECT OF INVESTIGATION]

I am *[Insert name and title].* I can be reached by telephone at (XXX) XXX-XXXX. Under the authority of the Director of Personnel, I have been assigned to investigate employee complaints in personnel matters that are potential violations of federal, state, and/or County laws, regulations or policies.

You are about to be interviewed as part of an official Los Angeles County administrative investigation. The Department of Human Resources, under the direction of the Director of Personnel, may conduct an investigation when a complaint on or related to personnel matters alleging potential violations of federal, state and/or County laws, regulations or policies is filed. You have been named as a Subject of Investigation in such a complaint filed by *[insert name of Complaining Party]*, an employee of Los Angeles County *[insert department name]*.

The complaint alleges *[insert specific charge]* based on *[insert specific basis]*.

The interview will be tape recorded. You may also tape record the interview, if you wish. As the Subject of Investigation, you have the right to have a representative of your choice, who is not involved in this investigation, present with you during the interview. If you wish to tape record or have a representative present, the interview will be suspended for a reasonable time for you to obtain a tape recorder and/or representative

As a County employee, you are required to participate in administrative investigations including any and all interviews deemed necessary and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to County/Department policy. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge.

Be advised that any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

The investigation, including this interview, is a confidential personnel matter. You are instructed not to discuss this matter with any staff or other personnel/individuals designated by the investigator.

The above admonition has been read to me. I understand its contents and have received a copy.

DATE_____ CASE _____

SIGNATURE_____ PRINT NAME_____

EMPLOYEE NUMBER_____

INVESTIGATOR'S SIGNATURE_____

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DEPARTMENT OF HUMAN RESOURCES
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LISA M. GARRETT
DIRECTOR OF PERSONNEL

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES

[INSERT NAME OF WITNESS – County Employee]

I am *[Insert name and title].* I can be reached by telephone at (XXX) XXX-XXXX. Under the authority of the Director of Personnel, I have been assigned to investigate employee complaints in personnel matters that are potential violations of federal, state, and/or County laws, regulations or policies.

You are about to be interviewed as part of an official Los Angeles County administrative investigation. The Department of Human Resources, under the direction of the Director of Personnel, may conduct an investigation whenever a complaint on or related to personnel matters alleging a potential violation of federal, state, and/or County laws, regulations or policies is filed. You have been named as a witness in such a filed by a Los Angeles County *[insert department name]* employee. The Complaining Party has not filed a complaint against you, and you are not under investigation in this matter.

The interview will be tape recorded. You may also tape record the interview, if you wish.

As a County employee, you are required to participate in administrative investigations including any and all interviews deemed necessary and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to County/Department policy. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge.

Be advised that any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

The investigation, including this interview, is a confidential personnel matter. You are instructed not to discuss this matter with any staff or other personnel/individuals designated by the investigator.

The above admonition has been read to me. I understand its contents and have received a copy.

DATE_____ CASE _____

SIGNATURE_____ PRINT NAME_____

EMPLOYEE NUMBER_____

INVESTIGATOR'S SIGNATURE_____

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COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES
HEADQUARTERS
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LISA M. GARRETT
DIRECTOR OF PERSONNEL

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES

[INSERT NAME OF WITNESS – Non-County Employee]

I am *[Insert name and title].* I can be reached by telephone at (XXX) XXX-XXXX. Under the authority of the Director of Personnel, I have been assigned to investigate employee complaints in personnel matters that are potential violations of federal, state, and/or County laws, regulations or policies.

You are about to be interviewed as part of an official Los Angeles County administrative investigation. The Department of Human Resources, under the direction of the Director of Personnel, may conduct an investigation when a complaint on or related to personnel matters alleging potential violations of federal, state, and/or County laws, regulations or policies is filed.

You have been named as a witness in such a complaint filed by a Los Angeles County *[insert department name]* employee. The Complaining Party has not filed a complaint against you, and you are not under investigation in this matter.

The interview will be tape recorded. You may also tape record the interview, if you wish.

You are not obligated to participate in the investigation; however, your cooperation would be appreciated. Because the investigation is a confidential matter, if you choose to participate, you should not discuss the matter with any Los Angeles County personnel or other individuals designated by the investigator.

The above admonition has been read to me. I understand its contents and have received a copy.

DATE_____ CASE _____

SIGNATURE_____ PRINT NAME_____

EMPLOYEE NUMBER_____

INVESTIGATOR'S SIGNATURE_____

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DEPARTMENT OF HUMAN RESOURCES

DHR Classification Specifications

HRDS Number: *[Insert case number]*

Investigator(s) Name: *[Insert name and title]*

Total Number of Involved Parties: *[Insert number of involved parties listed below]*

Charging Party *[Insert name]*	*[Insert Payroll Title]*
Subject of Investigation *[Insert name]*	*[Insert Payroll Title]*
Witness *[Insert name]*	*[Insert Payroll Title]*
Witness *[Insert name]*	*[Insert Payroll Title]*
Witness *[Insert name]*	*[Insert Payroll Title]*

TABLE OF CONTENTS

INVESTIGATIVE REPORT

LIST OF PERSONS INTERVIEWED

SUMMARY CHART

INVESTIGATIVE SUMMARY

INTAKE INFORMATION

AUDIO TRACKING SHEET & AUDIO CD

EXHIBITS

ADMONITION FORMS

DHR CLASS SPECIFICATIONS

DEPARTMENT OF HUMAN RESOURCES
HUMAN RESOURCES DEPARTMENTAL SUPPORT UNIT
Contractor's Request for Good Cause Extension

HRDS Case Number: _____

Complaining Party (CP): _____

Department: _____

Name of Contractor Case Assigned to: _____

Date Case Assigned to Contractor: _____

Contractor is hereby requesting an extension of the due date for submission of the Investigative Report, and understands that extension is only effective upon County's written approval.

To Be Completed By Contractor:		***To be Completed by County:***		
Current Due Date	Requested Extension Date	Request Is: Approved	Request Is: Not Approved	Approved Extension Date

Contractor's Justification for Request:

Contractor Submission By:	**County Review By:**
Name:	Name:
Title:	Title:
Date:	Date:

Contractor Name: [ENTER HERE]
Report for Month of: [ENTER HERE]

PERSONNEL INVESTIGATION SERVICES
CONTRACTOR'S MONTHLY STATUS REPORT

		CASE INFORMATION							*INVESTIGATIVE PLAN*			*INVESTIGATION STATUS*
	HRDS Case Number	Date Case Assigned to Contractor	Complaining Party	Subject(s) of Investigation	Department	Contractor's Assigned Investigator	Basic Facts of Case	Type of Allegation(s)	Investigative Plan Due Date *(10 Days from Case Assignment)*	Date Investigative Plan Submitted to County	Date Investigative Plan Approved by County *(Enter date or "pending")*	Investigation Status: What Has Been Accomplished and What Remains to Be Accomplished
1.									-			Accomplished: [Enter here] Remaining: [Enter here]
2.									-			Accomplished: [Enter here] Remaining: [Enter here]
3.									-			Accomplished: [Enter here] Remaining: [Enter here]
4.									-			Accomplished: [Enter here] Remaining: [Enter here]
5.									-			Accomplished: [Enter here] Remaining: [Enter here]
6.									-			Accomplished: [Enter here] Remaining: [Enter here]
7.									-			Accomplished: [Enter here] Remaining: [Enter here]
8.									-			Accomplished: [Enter here] Remaining: [Enter here]
9.									-			Accomplished: [Enter here] Remaining: [Enter here]
10.									-			Accomplished: [Enter here] Remaining: [Enter here]

Contractor Name: [ENTER HERE]
Report for Month of: [ENTER HERE]

PERSONNEL INVESTIGATION SERVICES
CONTRACTOR'S MONTHLY STATUS REPORT

		POTENTIAL BARRIERS		*COMMENTS*	*INVESTIGATIVE REPORT*												
	HRDS Case Number	Potential Issues That May Impact Contractor's Ability to Meet Investigative Report Due Date	Date Contractor Requested Assistance From County	Contractor Comments	Initial Investigative Report Due Date *(60 Days from Case Assignment)*	1st Good Cause Extension: Date Request Submitted to County	Request Status *(Select from Dropdown List)*	If Approved, 1st Revised Due Date for Investigative Plan	2nd Good Cause Extension: Date Request Submitted to County	Request Status *(Select from Dropdown List)*	If Approved, 2nd Revised Due Date for Investigative Plan	3rd Good Cause Extension: Date Request Submitted to County	Request Status *(Select from Dropdown List)*	If Approved, 2nd Revised Due Date for Investigative Plan	Date Investigative Report Submitted to County	Date Revised Investigative Report Submitted to County	Date Investigative Report Approved by County
1.					-												
2.					-												
3.					-												
4.					-												
5.					-												
6.					-												
7.					-												
8.					-												
9.					-												
10.					-												

PRICING SCHEDULE

Billable hours are to be invoiced in no less than 15 minute increments. The below rates will be applied to approved billable hours as described in Master Agreement 5.4 – Invoice and Payments.

The Hourly Rate is an all-inclusive, blended rate to compensate Contractor for all services, tasks, and deliverables provided by Contractor pursuant to the terms and requirements of the Master Agreement. The Hourly Rate is to be applied to hours worked by investigators only for time worked investigating cases, preparing or modifying reports, and, when requested by the County in writing, to appear at hearings. The Hourly Rate may also be applied with the written pre-approval of the County for investigators time in preparing for testimony at a hearing.

SECTION A: HOURLY RATES	**Hourly Rate**
TIER 1 HOURLY RATE:	$ 170.00 Per Hour
TIER 2 HOURLY RATE:	$ 150.00 Per Hour

CASE INVESTIGATION:

Tier 1 Rate: Applied to the first 54 hours worked by investigators on a case within 60 calendar days from date of Case Assignment to Contractor.

Tier 2 Rate: Applied upon reaching either 54 hours worked by investigators – or – 61 calendar days from date of Case Assignment, whichever occurs first.

SECTION B: GOOD CAUSE EXCEPTION	**Hourly Rate**
TIER 1 HOURLY RATE IF REQUEST APPROVED:	$ 170.00 Per Hour
TIER 2 HOURLY RATE IF REQUEST APPROVED:	$ 150.00 Per Hour

GOOD CAUSE EXTENSION:

Upon Contractor requesting an extension of the 54 hours worked by investigators and/or number of calendar days from Case Assignment in which to submit an Investigative Report, the County at its sole discretion may find good cause exists, for reasons beyond the control of Contractor, to approve the requested extension and extend the number of hours paid at the Tier 1 hourly rate.

Tier 1 Rate: Applied to the first number of hours and/or days worked by investigators on a case, as specifically designated for Tier I rate as reflected in the written approval of the Request for Good Cause Extension.

Tier 2 Rate: Applied upon reaching the specifically designated number of hours and/or days worked by investigators approved in the written approval of the Request for Good Cause Extension.

CONTRACTOR'S CASE SCHEDULE

Contractor will be assigned cases for investigation services and will perform services as described in Exhibit A – Statement of Work on the following proposed schedule:

Service	Target Timeline
Contractor will be assigned a case through issuance of a Work Order	Not Applicable
Contractor will certify their capacity to accept Work Order case assignment(s) and meet standards and requirements of the Agreement and Statement of Work	Return completed Work Order to the County: o Electronically: Within two (2) Business Days of issuance of a Work Order, and o Original: Within fifteen (15) Business days of issuance of Work Order.
Contractor to provide an Investigative Plan to County	Within ten (10) Business Days of issuance of Work Order (unless otherwise requested by Contractor and approved by County in writing)
Contractor to provide Revised Investigative Plan when actual performance differs substantially from planned performance	Within four (4) business days of determining performance differentiation
Contractor to provide Monthly Status Reports to County	By the 10th of every month for all cases assigned to and/or pending with Contractor for the prior Calendar Month
Contractor to provide Investigative Report to County	Within 60 calendar days of Contractor's receipt of Work Order (unless otherwise requested by Contractor and approved by County in writing)
Contractor to provide Investigative Case File to County	Within ten (10) calendar days of County's acceptance of Investigative Report
Contractor to provide County a request for an extension to the number of days to submit Investigative Report when due date will not be met	Immediately upon Contractor becoming aware that due date for Investigative Report will not be met

CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

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

CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO: _____

COUNTY'S MASTER AGREEMENT PROGRAM DIRECTOR (MAPD):

Name:	Michael Lynd
Title:	Assistant Director
Address:	Kenneth Hahn Hall of Administration
	500 W. Temple Street, Room 555, Los Angeles, California 90012
Telephone:	(213) 974-2449
Facsimile:	(213) 626-6075
E-Mail Address:	MLynd@hr.lacounty.gov

SECTION 1: EQUITY INVESTIGATIONS

County's Project Director:

Name:	Wanda Hazel
Title:	Senior Human Resources Manager
Address:	Kenneth Hahn Hall of Administration
	500 W. Temple Street, Room 588, Los Angeles, California 90012
Telephone:	(213) 974-7891
Facsimile:	(213) 613-4789
E-Mail Address:	WHazel@hr.lacounty.gov

County's Contract Project Managers and Work Order Directors:

Name:	Stephen Stratti
Title:	Principal Analyst
Address:	Kenneth Hahn Hall of Administration
	500 W. Temple Street, Room 588, Los Angeles, California 90012
Telephone:	(213) 974-2351
Facsimile:	(213) 613-4789
E-Mail Address:	SStrati@hr.lacounty.gov

Name:	Letitia Ellison-Cooper
Title:	Principal Analyst
Address:	Kenneth Hahn Hall of Administration
	500 W. Temple Street, Room 588, Los Angeles, California 90012
Telephone:	(213) 974-1388
Facsimile:	(213) 613-4789
E-Mail Address:	LEllison-Cooper@hr.lacounty.gov

COUNTY'S ADMINISTRATION

SECTION 2: PERSONNEL INVESTIGATIONS

County's Project Director:

Name:	Marisa Lopez
Title:	Senior Human Resources Manager
Address:	3333 Wilshire Blvd., Suite 1000, Los Angeles, CA 90010
Telephone:	(213) 351-8945
Facsimile:	(213) 365-2080
E-Mail Address:	MLopez@hr.lacounty.gov

County's Contract Project Manager and Work Order Director:

Name:	Eryn Houston
Title:	Principal Analyst
Address:	3333 Wilshire Blvd., Suite 1000, Los Angeles, CA 90010
Telephone:	(213) 639-6330
Facsimile:	(213) 365-2080
E-Mail Address:	EHouston@hr.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: _____
MASTER AGREEMENT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address:_____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address:_____

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address:_____

Notices to Contractor shall be sent to the following:

Name: _____
Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail Address: _____

INVESTIGATION SERVICES
MASTER AGREEMENT

CONTRACTOR'S CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to the County reflecting the name of any Contractor employee who Contractor submits for County approval to perform work under this Master Agreement. Contractor employee(s) cannot perform any work under the Master Agreement until the County receives this executed document for the named Contractor employee(s).)

Name of Contractor: _____

County Master Agreement Number: _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the Master Agreement.

EMPLOYEES

1.	_____	9.	_____
2.	_____	10.	_____
3.	_____	11.	_____
4.	_____	12.	_____
5.	_____	13.	_____
6.	_____	14.	_____
7.	_____	15.	_____
8.	_____	16.	_____

I declare under penalty of perjury that the foregoing is true and correct.

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Title of Authorized Official

_____
Date

INVESTIGATION SERVICES
MASTER AGREEMENT

CONTRACTOR'S CERTIFICATION OF NO CONFLICT OF INTEREST
(COUNTY CODE SECTION 2.180.010.A)

(Note: This certification is to be executed and returned to the County at the time Contractor executes the Master Agreement. Contractor's cannot perform any work under the Master Agreement until the County receives this executed document.)

Name of Contractor: _____

County Master Agreement Number: _____

Los Angeles County Code Section 2.180.010.A provides as follows:

"Certain contracts prohibited.

A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
   a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
   b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders."

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the Statement of Qualifications submitted in response to the Request for Statement of Qualifications or in the execution of the Master Agreement, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

_____
Signature of Authorized Official

_____
Printed Name of Authorized Official

_____
Title of Authorized Official

_____
Date

INVESTIGATION SERVICES MASTER AGREEMENT

CONTRACTOR'S ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County at the time Contractor executes the Master Agreement. Contractor cannot perform any work under the Master Agreement until the County receives this executed document.)

Contractor Name: _____

County Master Agreement Number: _____

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

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

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

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

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

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

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

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

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR'S EMPLOYEE ACKNOWLEDGEMENT AND AGREEMENT: CONFIDENTIALITY AND NO CONFLICT OF INTEREST

County Equity and Personnel Investigations

LISA M. GARRETT
DIRECTOR OF PERSONNEL

(Note: This agreement is to be executed and returned to the County prior to any Contractor's employee being approved to perform work under this Master Agreement. Contractor's employee cannot perform any work under the Master Agreement until the County receives this executed document for the Contractor's employee.)

I, _____, pursuant to paragraphs 7.6, "Confidentiality," and 8.8, "Conflict of Interest," of the County of Los Angeles and _____ Master Agreement Number _____ for Investigation Services effective _____:

shall, in my capacity as a Contactor's employee performing equity and/or personnel investigations for the County of Los Angeles ("County"), have access to and review confidential personnel records of the County, its departments and/or its workforce, as may be material and relevant to the performance of my equity and/or personnel investigation responsibilities, including but not limited to: any and all information, data, opinions, findings, or conclusions contained in an employee's personnel file, County Intake Specialist Unit ("CISU") file, County Equity Investigation's Unit ("CEIU") file, Human Resources Departmental Support Unit ("HRDS") file, or any other document(s) relevant to the performance of my duties or when discussed by/with various entities such as the County Equity Oversight Panel ("CEOP") or at hearings such as the Civil Service Commission in the course and scope of exercising their duties (Confidential Information/Records).

1. As to such Confidential Information/Records, I understand and agree:

   a. that I will use the utmost discretion and care to maintain the integrity of such while executing all of my equity and/or personnel investigation duties;

   b. that I will exercise the utmost care to preserve all statutory and constitutional requirements of confidentiality with regard to such;

   c. that such information acquired in my capacity as a Contractor's employee performing equity and/or personnel investigations shall be considered as information acquired in confidence by a public employee in the course of his or her duty and not open, or officially disclosed, to the public within the meaning of Evidence Code Section 1040;

   d. that as a Contractor's employee with the County who is permitted to review the Confidential Information/Records, I am bound by any and all applicable confidentiality, privacy and privilege, Federal and California laws, and I agree not to disclose any such Confidential Information/Records, without the express written authorization of the County Director of Personnel or to the extent allowed by the law;

e. that any unauthorized disclosure of Confidential Information/Records will result in my immediate termination of performing any services under the above Master Agreement, and may subject me to civil and/or criminal liability.

Further, I certify and agree that I am in compliance with, and will continue to comply with all the below terms, conditions and requirements of the Master Agreement, which are to remain in effect during the term of this Master Agreement and for three (3) years after the termination of this Master Agreement:

"**8.8 CONFLICT OF INTEREST**

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

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.9 shall be a material breach of this Master Agreement.

8.8.3 Contractor may not have in the past or during the term of this Master Agreement represent(ed) any County employee in an employment related administrative or judicial case in any matter against the County of Los Angeles. Such representation creates a conflict of interest on behalf of the Contractor.

8.8.4 Contractor and employees of Contractor may not accept employment or provide investigative services that would present a conflict of interest with their Contractor responsibilities under this Master Agreement, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the termination of this Master Agreement.

Confidentiality and No Conflict of Interest Agreement

8.8.5 Every employee and non-employee of Contractor performing work under this Master Agreement shall agree, in writing, prior to commencing work on these contracted services with this no conflict provision and will execute Agreement Exhibit G4 – Contractor's Employee Acknowledgment and Agreement: Confidentiality and No Conflict of Interest or Agreement Exhibit G5 – Contractor's Non-Employee Acknowledgment and Agreement: Confidentiality and No Conflict of Interest; Contractor is responsible for ensuring that all Contractor's employees and non-employees have submitted their written agreement to Contractor prior to commencing work on these contracted services."

Signature of Contractor's Employee:_____

Title of Contractor's Employee:_____

Date:_____

LISA M. GARRETT
DIRECTOR OF PERSONNEL

CONTRACTOR'S NON-EMPLOYEE ACKNOWLEDGEMENT AND AGREEMENT: CONFIDENTIALITY AND NO CONFLICT OF INTEREST

County Equity and Personnel Investigations

(Note: This agreement is to be executed and returned to the County prior to any Contractor's non-employee being approved to perform work under this Master Agreement. Contractor's non-employee cannot perform any work under the Master Agreement until the County receives this executed document for the Contractor's non-employee.)

I, _____, pursuant to paragraphs 7.6, "Confidentiality," and 8.8, "Conflict of Interest," of the County of Los Angeles and _____ Master Agreement Number _____ for Investigation Services effective _____:

shall, in my capacity as a Contactor's non-employee performing equity and/or personnel investigations for the County of Los Angeles ("County"), have access to and review confidential personnel records of the County, its departments and/or its workforce, as may be material and relevant to the performance of my equity and/or personnel investigation responsibilities, including but not limited to: any and all information, data, opinions, findings, or conclusions contained in an employee's personnel file, County Intake Specialist Unit ("CISU") file, County Equity Investigation's Unit ("CEIU") file, Human Resources Departmental Support Unit ("HRDS") file, or any other document(s) relevant to the performance of my duties or when discussed by/with various entities such as the County Equity Oversight Panel ("CEOP") or at hearings such as the Civil Service Commission in the course and scope of exercising their duties (Confidential Information/Records).

1. As to such Confidential Information/Records, I understand and agree:

   a. that I will use the utmost discretion and care to maintain the integrity of such while executing all of my equity and/or personnel investigation duties;

   b. that I will exercise the utmost care to preserve all statutory and constitutional requirements of confidentiality with regard to such;

   c. that such information acquired in my capacity as a Contractor's non-employee performing equity and/or personnel investigations shall be considered as information acquired in confidence by a public employee in the course of his or her duty and not open, or officially disclosed, to the public within the meaning of Evidence Code Section 1040;

   d. that as a Contractor's non-employee with the County who is permitted to review the Confidential Information/Records, I am bound by any and all applicable confidentiality, privacy and privilege, Federal and California laws, and I agree not to disclose any such Confidential Information/Records, without the express written authorization of the County Director of Personnel or to the extent allowed by the law;

e. that any unauthorized disclosure of Confidential Information/Records will result in my immediate termination of performing any services under the above Master Agreement, and may subject me to civil and/or criminal liability.

Further, I certify and agree that I am in compliance with, and will continue to comply with all the below terms, conditions and requirements of the Master Agreement, which are to remain in effect during the term of this Master Agreement and for three (3) years after the termination of this Master Agreement:

"**8.8 CONFLICT OF INTEREST**

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

8.8.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph 8.9 shall be a material breach of this Master Agreement.

8.8.3 Contractor may not have in the past or during the term of this Master Agreement represent(ed) any County employee in an employment related administrative or judicial case in any matter against the County of Los Angeles. Such representation creates a conflict of interest on behalf of the Contractor.

8.8.4 Contractor and employees of Contractor may not accept employment or provide investigative services that would present a conflict of interest with their Contractor responsibilities under this Master Agreement, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving the County. This no conflict provision shall remain in effect for three (3) years after the termination of this Master Agreement.

Confidentiality and No Conflict of Interest Agreement

8.8.5 Every employee and non-employee of Contractor performing work under this Master Agreement shall agree, in writing, prior to commencing work on these contracted services with this no conflict provision and will execute Agreement Exhibit G4 – Contractor's Employee Acknowledgment and Agreement: Confidentiality and No Conflict of Interest or Agreement Exhibit G5 – Contractor's Non-Employee Acknowledgment and Agreement: Confidentiality and No Conflict of Interest; Contractor is responsible for ensuring that all Contractor's employees and non-employees have submitted their written agreement to Contractor prior to commencing work on these contracted services."

Signature of Contractor's Non-Employee:_____

Title of Contractor's Non-Employee:_____

Date:_____

WORK ORDER ATTACHMENT CONTAINS CONFIDENTIAL INFORMATION

SAMPLE INVESTIGATION SERVICES
WORK ORDER AND CONTRACTOR CERTIFICATION

Master Agreement Number:	**Contractor :**
Work Order Number:	**Work Order Issuance Date:**

1. GENERAL

Contractor shall satisfactorily perform all services and tasks and provide all the deliverables detailed in the Statement of Work attached to above Master Agreement, on a pricing schedule and in compliance with the terms and conditions of the above Agreement for all cases reflected on the attached Case Assignment List.

2. CASE ASSIGNMENT(S)

Contractor is hereby assigned the _____ cases listed on the Confidential Case Assignment List (Attachment 1) as of the above issuance date of this work order.

3. PERSONNEL

Contractor will only utilize personnel to perform work under this work order who have met all terms and conditions stated in above Master Agreement, including but not limited to, Contractor having received written notice from the County of Contractor Employee's clearance of the security and investigations background check.

4. PAYMENT

A. Contractor shall invoice the County only for work which has been assigned to the Contractor by the County in a written Work Order and that has been satisfactorily completed in compliance with the terms and conditions of the above Master Agreement.

B. Contractor shall satisfactorily provide and complete all required deliverables and services in accordance with Exhibit A (Statement of Work) to the Master Agreement.

C. Contractor shall submit all invoices under this work order in compliance with paragraph 5.0 of the Master Agreement, including requirement that cases be identified by CEIU case number only and **no names of individuals are to be included on the invoice submitted to County** (e.g., names of complaining party or subject(s) of investigation.)

5. SERVICES

In accordance with Master Agreement sub-paragraph 3.2, Contractor may not be paid for any task, deliverable, service or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that goes beyond the expiration date of the above Master Agreement.

WORK ORDER ATTACHMENT CONTAINS CONFIDENTIAL INFORMATION

6. **CONTRACTOR'S CAPACITY**

Within two (2) business days of the issuance date of this Work Order, Contractor shall execute Section II of this Work Order, certifying its ability to complete the assigned case(s) on the attached Case Assignment List and meet all standards and requirements of above Master Agreement. Contractor shall return an electronic signed copy to County within two (2) Business Days of the issuance of the work order and the original signed copy to County within fifteen (15) Business Days of the issuance of the Work o\Order.

IF CONTRACTOR DOES NOT HAVE THE CAPACITY TO ACCEPT THE CASE ASSIGNMENTS ON THE ATACHED CASE ASSIGNMENT LIST, NO WORK IS TO BE PERFORMED BY OR INVOICED BY THE CONTRACTOR UNDER THIS WORK ORDER, AND WILL RESULT IN THE RESCISSION OF THIS WORK ORDER.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

SECTION II: TO BE COMPLETED BY CONTRACTOR AND RETURNED TO COUNTY

Contractor's signature on this Work Order document:

1.) Confirms Contractor's awareness of and agreement with the provisions of sub-paragraph 3.2 of the Master Agreement, which establishes that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:
   - A. That is not specified in this Work Order, and/or
   - B. That utilizes personnel not specified in this Work Order, and/or
   - C. That goes beyond the expiration date of the Master Agreement, and/or
   - D. That is performed if the Contractor does not have the capacity to accept the case assignment and meet the standards and requirements of the above Master Agreement

   REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

2.) Certifies and confirms Contractor's ability to accept all cases on the attached Confidential Case Assignment List, and meet all standards and requirements in above Master Agreement, including but not limited to the timelines and deliverables in the Statement of Work (Exhibit A to Master Agreement).

CONTRACTOR			***COUNTY OF LOS ANGELES***	
Signature:			Signature:	
Printed Name:			Printed Name:	
Title:			Title:	
Date:			Date:	

WORK ORDER ATTACHMENT CONTAINS CONFIDENTIAL INFORMATION **ATTACHMENT 1**

CONFIDENTIAL CASE ASSIGNMENT LIST
EQUITY INVESTIGATION CASES

Master Agreement Number:			**Contractor :**	
Work Order Number:			**Work Order Issuance Date:**	
	CEIU Case Number	**Complaining Party**	**Subject(s) of Investigation (SOI)**	**County Department**
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

WORK ORDER ATTACHMENT CONTAINS CONFIDENTIAL INFORMATION **ATTACHMENT 1**

CONFIDENTIAL CASE ASSIGNMENT LIST
PERSONNEL INVESTIGATION CASES

Master Agreement Number:			**Contractor :**	
Work Order Number:			**Work Order Issuance Date:**	
	HRDS Case Number	**Complaining Party**	**Subject(s) of Investigation (SOI)**	**County Department**
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. “Contractor” means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. “Employee” means any California resident who is a full-time employee of a contractor under the laws of California.

C. “Contract” means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

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

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

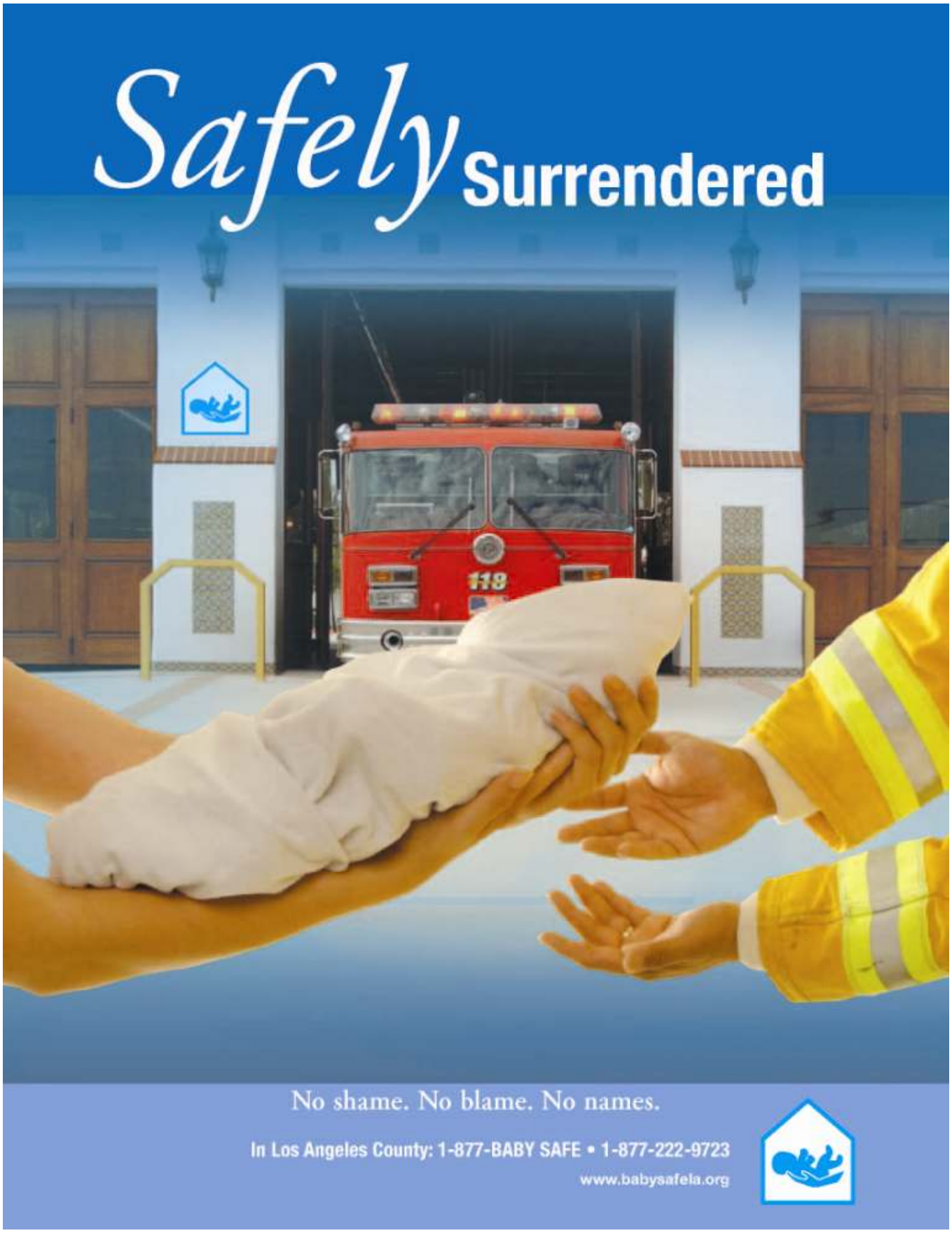
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

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

2.203.090. Severability.

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

SAFELY SURRENDERED BABY LAW


Safely Surrendered
118
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

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

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

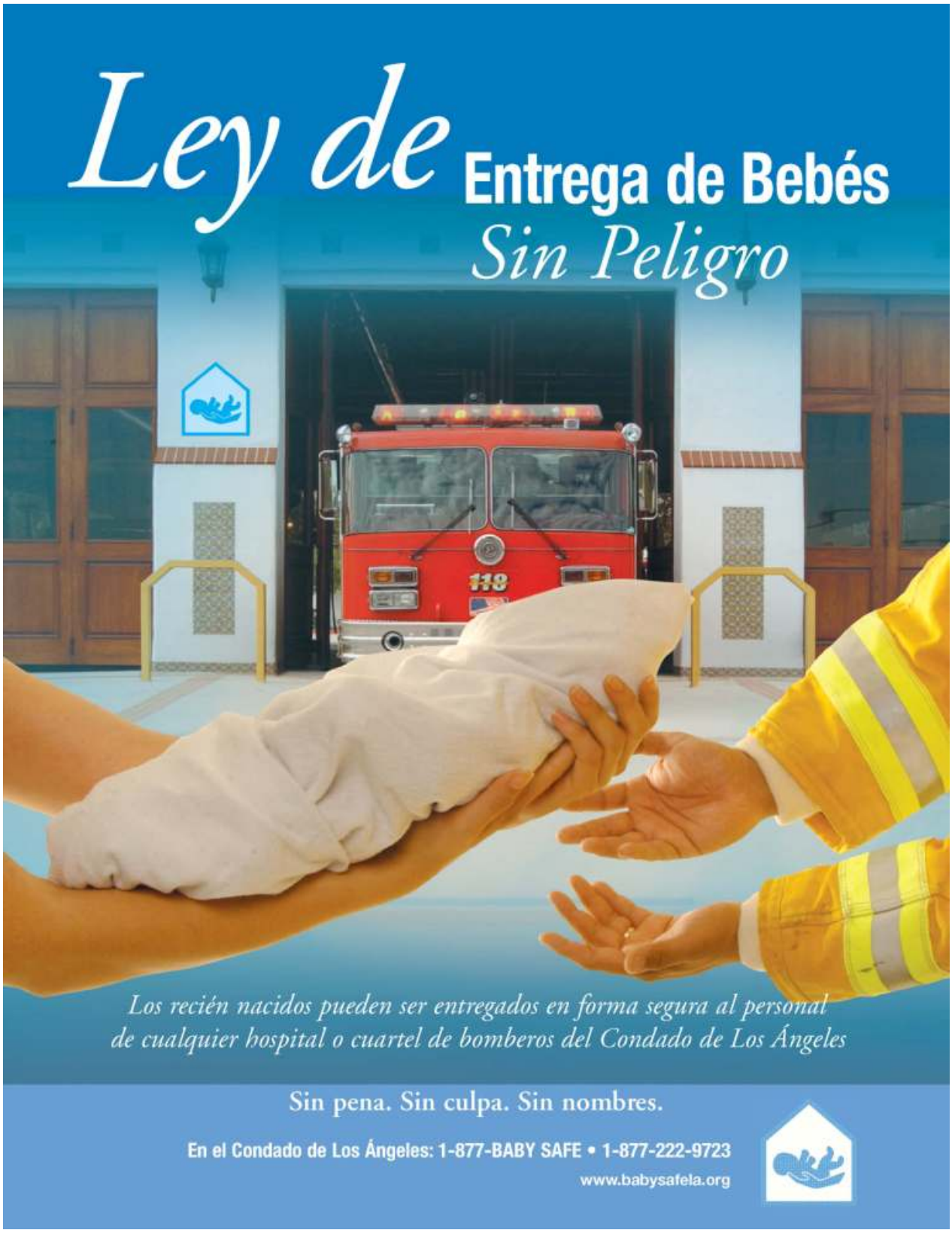
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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


Ley de Entrega de Bebés
Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

INFORMATION SECURITY REQUIREMENTS

This sets forth information security procedures to be established by Contractor before the effective date of the Contract and maintained throughout the term of the Contract. These procedures are in addition to the requirements of the Contract and the Business Associate Agreement, if any, between the Parties. They present a minimum standard only. However, it is Contractor's sole obligation to: (i) implement appropriate measures to secure its systems and data, including Personally Identifiable Information, Protected Health Information, if any, and County Confidential Information, against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum standards set forth in this Exhibit K (Information Security Requirements) will constitute a material, non-curable breach of the Contract by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Contract.

1. **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**"). The Information Security Policy will be communicated to all Contractor personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.

2. **Personnel and Contractor Protections**. Contractor shall screen and conduct background checks on all Contractor personnel contacting County Confidential Information, including Personally Identifiable Information and Protected Health Information, if any, for potential security risks and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.

3. **Removable Media**. Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict physical and logical security controls to prevent transfer of Personally Identifiable Information and Protected Health Information, if any, to any form of Removable Media. For purposes of this Exhibit (Information Security Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), SmartMedia (SM), MultiMediaCard (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.

4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information, including any Protected Health Information, shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with the applicable law, including HIPAA as amended and

supplemented by the HITECH Act, to the extent applicable. Without limiting the generality of the foregoing, Contractor will encrypt all electronic Personally Identifiable Information, including any Protected Health Information (stored and during transmission) in accordance with the applicable law including HIPAA and the HITECH Act as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information, including any Protected Health Information, is no longer required to be retained by Contractor under the Contract and applicable law, Contractor shall destroy such Personally Identifiable Information, including Protected Health Information, if any, by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information, including Protected Health Information, if any, cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information, including Protected Health Information, if any, consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization[1] such that the Personally Identifiable Information, including Protected Health Information, if any, cannot be retrieved.

5. **Data Control; Media Disposal and Servicing**. Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), Personally Identifiable Information, Protected Health Information, if any, and County Confidential Information: (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or Approved by County in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using encryption technology designated or Approved by County in writing. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, if any, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization[2]).

6. **Hardware Return**. Upon termination or expiration of the Contract or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, if any, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, if any, and County Confidential Information shall not be removed or altered in any way. The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information, Personally Identifiable Information or Protected Health Information, if any, is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Contract or at any time upon County's request. Contractor's destruction or erasure of County Confidential Information, Personal Information

[1] Available at http://www.csrc.nist.gov/
[2] Available at http://www.csrc.nist.gov/

and Protected Health Information, if any, pursuant to this Section shall be in compliance with industry Best Practices (*e.g.*, NIST Special Publication 800-88, Guidelines for Media Sanitization[3]).

7. **Physical and Environmental Security**. Contractor facilities that process Personally Identifiable Information, Protected Health Information, if any, or County Confidential Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

8. **Communications and Operational Management**. Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.

9. **Access Control**. Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:

   a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;

   b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;

   c. Applications will include access control to limit user access to information and application system functions; and

   d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.

10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.

    a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

    b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.

[3] Available at http://www.csrc.nist.gov/

c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of Personally Identifiable Information, Protected Health Information, if any, and County Confidential Information.

d. County reserves the right to view, upon request, summary results (i.e., the number of high, medium and low vulnerabilities) and related corrective action schedule for which Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these summary results and corrective action schedule will be sent to the County security contact.

11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.

(i) **External Audit –** Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.

(ii) **Internal Audit –** Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to and effectiveness of Contractor's Quality System ("**CQS**") in support of applicable regulations, standards, and requirements.

(iii) **Supplier Audit –** Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.

(iv) **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Public Interest Investigations, Inc.

b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:

(i) Audit spans a full twelve (12) months of operation and is produced annually.

(ii) The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. **Security Audits.** In addition to the audits described in Section 11 (Contractor Self Audit), during the term of this Contract, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, etc.. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

13. **Confidentiality**

a. Contractor agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); and (c) Protected Health Information (as defined under HIPAA and the HITECH Act), if any, will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential" or "proprietary" ("Confidential Information"). To be deemed "Confidential Information", trade secrets and mask works must be plainly and prominently marked with restrictive legends.

b. **County Data.** All of the County Confidential Information, data, records, and information of County to which Contractor has access, or otherwise provided to Contractor under this Purchase Order ("County Data"), shall be and remain the property of County and County shall retain exclusive rights and ownership thereto. The County Data shall not be used by Contractor for any purpose other than as required under this Contract, nor shall such data or any part of such data be disclosed, sold, assigned, leased, or otherwise disposed of to third parties by Contractor or commercially exploited or otherwise used by or on behalf of Contractor, its officers, directors, employees, or agents.

c. **Non-Exclusive Equitable Remedy.** Contractor acknowledges and agrees that due to the unique nature of Confidential Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach or threatened breach may result in irreparable harm to County, and therefore, that upon any such breach or any threat thereof, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of this Section 13 (Confidentiality) shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

d. **Personally Identifiable Information.** "Personally Identifiable Information" shall mean any information that identifies a person, including, but not limited to, name, address, email address, passwords, account numbers, social security numbers, credit card information, personal financial or healthcare information, personal preferences, demographic data, marketing data, credit data, or any other identification data. For the avoidance of doubt, Personally Identifiable Information shall include, but not be limited to, all "nonpublic personal information," as defined under the Gramm-Leach-Bliley Act (15 United States Code ("U.S.C.") §6801 et seq.), Protected Health Information, and "Personally Identifiable Information" as that term is defined in EU Data Protection Directive (Directive 95/46/EEC) on the protection of individuals with regard to processing of personal data and the free movement of such data.

i. Personally Identifiable Information. In connection with this Contract and performance of the services, Contractor may be provided or obtain, from County or otherwise, Personally Identifiable Information pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such Personally Identifiable Information and/or transfer it, all subject to the restrictions set forth in this Contract and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

ii. Treatment of Personally Identifiable Information. Without limiting any other warranty or obligations specified in this Contract, and in particular the confidential provisions of Section 13 (Confidentiality), during the Term of this Contract and thereafter in perpetuity, Contractor will not gather, store, log, archive, use, or otherwise retain any Personally Identifiable Information in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any Personally Identifiable Information to any third-party, except as expressly required to perform its obligations in this Contract or as Contractor may be expressly directed in advance in writing by County. Contractor represents and warrants that Contractor will use and process Personally Identifiable Information only in compliance with (a) this Contract, (b) County's then current privacy policy, and (c) all applicable local, state, and federal laws and regulations (including, but not limited to, current and future laws and regulations relating to spamming, privacy, confidentiality, data security, and consumer protection).

iii. Retention of Personally Identifiable Information. Contractor will not retain any Personally Identifiable Information for any period longer than necessary for Contractor to fulfill its obligations under this Contract. As soon as Contractor no longer needs to retain such Personally Identifiable Information in order to perform its duties under this Contract, Contractor will promptly return or destroy or erase all originals and copies of such Personally Identifiable Information.

e. **Return of Confidential Information.** On County's written request or upon expiration or termination of this Contract for any reason, Contractor will promptly: (a) return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's Confidential Information; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or

materials, whether in writing or in machine-readable form, prepared by Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 13(a), and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 13(a) and (b) have been delivered to County or destroyed, as requested by County. On termination or expiration of this Contract, County shall return or destroy all Contractor Confidential Information (excluding items licensed to County hereunder or that are required for use of the Deliverables and/or the Licensed Software), at Contractor's option.