County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

LEROY D. BACA, SHERIFF

A Tradition of Service

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
53 December 17, 2013
SACHI A. HAMAI
EXECUTIVE OFFICER

December 17, 2013

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

Dear Supervisors:

APPROVE MODEL MASTER AGREEMENT FOR WORKERS' COMPENSATION FRAUD INVESTIGATION SERVICES (ALL DISTRICTS) (3 VOTES)

SUBJECT

The Los Angeles County Sheriff's Department (Department) requires the services of independent contractors to provide Workers' Compensation Fraud Investigation Services (Services) to assist the Department's Internal Criminal Investigations Bureau (ICIB) on an as-needed basis.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached Model Master Agreement (Model Agreement) for Services for the term from January 1, 2014, through December 31, 2014, with an option to extend for four additional one-year periods, for a total term not to exceed seven years, with a fixed rate of $60 per hour for service.

2. Delegate authority to the Sheriff to execute Master Agreement(s) substantially similar to the attached Model Agreement with qualified contractors, commencing upon execution by the Sheriff, to meet the needs of Department, provided sufficient funding is available and Los Angeles County (County) Counsel approval is obtained.

3. Delegate authority to the Sheriff or his designee to execute Change Orders and Amendments to the Master Agreement(s) as set forth throughout the Model Agreement, including to: (1) approve assignment of the Master Agreement(s) to a new contracting entity upon determining that such assignment is in the best interest of the County and execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; (2) modify the Master Agreement(s) to include new or revised standard County contract provisions adopted by the Board as required from time to time, including all applicable documents; and (3) execute the extension options if it is in the best interest of the County.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to allow the Department to maintain a pool of readily available, qualified contractors to assist the Department's ICIB with confidential investigations of County employees suspected of Workers' Compensation fraud. The need for these Services is often sporadic and on an as-needed basis.

All Workers' Compensation Fraud Investigators are trained and certified under the laws of the State of California and licensed as private investigators under California Business and Professions Code section 7521.

Implementation of Strategic Plan Goals

The recommended Services support the County's Strategic Plan, Goal 1, Operational Effectiveness, by ensuring that the Department maintains qualified contractors who best meet the needs of the Department's integrity standards in its workforce associated with fraudulent Workers' Compensation claims.

FISCAL IMPACT/FINANCING

The annual expenditures of these Services are estimated to be approximately $80,000. Over the term of the Master Agreement(s), appropriate allocations will be established in the Department's annual budget to meet the anticipated need each fiscal year.

The total amount paid under this Master Agreement is dependent on the level of Services required by the Department. Actual expenditures will be incurred on an as-needed basis. Payment for work is based on a fixed rate of $60 per hour. The fixed rate will remain constant throughout the term of this Master Agreement. When applicable, mileage will be paid at the rate established by the County Auditor-Controller, which is currently $.53 per mile.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, there is an active Model Master Agreement for Services that was approved by the Board on July 1, 2008, which expires December 31, 2013.

The Sheriff seeks delegated authority to execute Master Agreements substantially similar to the attached Model Agreement with qualified contractors throughout the term of the Model Agreement, commencing upon execution by the Sheriff, to meet the needs of the Department.

This is not a Proposition A Agreement because the Service(s) are highly specialized in nature and will be used on an as-needed, intermittent basis. The Living Wage Program (Los Angeles County Code Chapter 2.2001) does not apply to the recommended Agreement.

The solicitation document does not have a cost component in the review of responses; therefore, the Local Small Business Preference Program and the Transitional Job Opportunities Preference Program are not applicable.

The Model Agreement contains all County required provisions, including Jury Service, Safely Surrendered Baby Law, and Defaulted Property Tax Reduction Program.

The attached Model Agreement has been approved by County Counsel.

CONTRACTING PROCESS

On October 2, 2013, the Department issued a Request for Statement of Qualifications (RFSQ) for Services. The Department posted the solicitation on the County and Department websites with an initial closing date of October 29, 2013. The solicitation will remain open until the needs of the Department are met.

The Department has received one Statement of Qualifications (SOQ) to date. Of the SOQs received, one contractor met the minimum mandatory requirements and has been determined to be qualified. Upon the Board's approval of this action, the Sheriff will execute Master Agreement(s) with the qualified contractors.

Work Orders will not be issued based on a competitive bid process because the contract rate is fixed at $60 per hour. Rather, the Department will issue Work Orders to qualified contractors on a rotational basis.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of this action will allow the Department to continue to receive uninterrupted Services. The nature and continuity of these investigations would be compromised if the Services were not continued.

CONCLUSION

Upon Board approval, please return two adopted copies of the Board letter to the Department's Contracts Unit. If you have any questions, please contact Manager Angelo Faiella, Contracts Unit at (323) 526-5183.

Sincerely,

LEROY D. BACA
Sheriff

LDB:WKS:ws

Enclosures

MODEL MASTER AGREEMENT

MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

[_____]

FOR

WORKERS COMPENSATION FRAUD INVESTIGATION SERVICES

MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[ ]
FOR
WORKERS COMPENSATION FRAUD INVESTIGATION SERVICES

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MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[ ]
FOR
WORKERS COMPENSATION FRAUD INVESTIGATION SERVICES

THIS MASTER AGREEMENT is entered into as of the _____ day of _____, 2013 by and between the County of Los Angeles ("County") and [_____], a [_____] organized under the laws of [_____], located at [_____] ("Contractor"), to provide Workers Compensation Fraud Investigation Services for the Los Angeles County Sheriff's Department ("Department").

WHEREAS, Contractor is in the business of providing Workers Compensation Fraud Investigation Services; and

WHEREAS, County, through the Department, desires to contract with Contractor for as-needed Workers Compensation Fraud Investigation Services for the Department's Internal Criminal Investigations Bureau; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge, and technical competence to provide such Workers Compensation Fraud Investigation Services as further described herein; and

WHEREAS, this Master Agreement (as defined below) is authorized pursuant to California Government Code Section 31000 and otherwise; and

WHEREAS, the County Board of Supervisors has authorized the Sheriff of the County of Los Angeles to execute this Master Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree as follows:

1. MASTER AGREEMENT AND INTERPRETATION

1.1 Master Agreement. This base document along with Exhibits A through J, attached hereto, and Exhibit K, not attached hereto but incorporated herein by this reference, any Attachments attached hereto or thereto, and any fully executed Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are

constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Master Agreement.

1.2 Interpretation. 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, subtask, deliverable, goods, service, or other Work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any Attachments thereto, according to the following descending priority:

1.2.1 Exhibit A – Additional Terms and Conditions
1.2.2 Exhibit B – Statement of Work
Attachment I – Work Order
Attachment II – Invoice
Attachment III – Activity Log
Attachment IV – Contract Discrepancy Report
1.2.3 Exhibit C – Compensation Rates
1.2.4 Exhibit D - Invoice Discrepancy Report
1.2.5 Exhibit K - Subsequent Executed Work Orders (incorporated herein by reference)
1.2.6 Exhibit E - Contractor's Employee Acknowledgement and Confidentiality Agreement
1.2.7 Exhibit F - Contractor's EEO Certification
1.2.8 Exhibit G - Jury Service Ordinance
1.2.9 Exhibit H - Defaulted Property Tax Reduction Program
1.2.10 Exhibit I - IRS Notice 1015
1.2.11 Exhibit J - Safely Surrendered Baby Law

1.3 Additional Terms and Conditions. Without limiting the generality of Paragraph 1.1 (Master Agreement), attached hereto as Exhibit A (Additional Terms and Conditions), and incorporated by reference herein, are additional terms and conditions to this Master Agreement. Contractor acknowledges and agrees that it shall be bound by the additional terms and conditions enumerated in Exhibit A (Additional Terms and Conditions) of this Master Agreement as if such terms and conditions were enumerated in the body of this base document.

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Master Agreement refer to this Master Agreement, including all annexes, Attachments, Exhibits, and schedules as the context may require. Wherever from the context it appears

appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Master Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Section headings used in the Master Agreement are for convenience only and are not a part of the Master Agreement and shall not be used in construing the Master Agreement. References in this Master Agreement to Federal, State and/or other governmental statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies, including those copies of which are attached to this Master Agreement, shall mean and shall be to such statutes, codes, rules, regulations, ordinances, guidelines, directives and/or policies as amended from time to time.

2. DEFINITIONS

The following terms and phrases shall have the following specific meaning when used in this Master Agreement.

2.1 "Amendment" has the meaning set forth in Section 6 (Change Orders and Amendments) of this Master Agreement

2.2 "Board" means the Los Angeles County Board of Supervisors.

2.3 "Business Day" means Monday through Friday, excluding County observed holidays.

2.4 "Change Order" has the meaning set forth in Section 6 (Change Orders and Amendments) of this Master Agreement.

2.5 "Contractor" has the meaning set forth in the preamble.

2.6 "Contractor Project Manager" has the meaning set forth in Paragraph 4.1 (Contractor Project Manager) of this Master Agreement.

2.7 "County" has the meaning set forth in the preamble.

2.8 "County Contract Program Monitor" has the meaning set forth in Subparagraph 2.2.3 (County Contract Program Monitor) of Exhibit B (Statement of Work) of this Master Agreement.

2.9 "County Counsel" means County's Office of the County Counsel.

2.10 "County Indemnitees" means the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers.

2.11 "County Project Director" has the meaning set forth in Paragraph 3.1 (County Project Director) of this Master Agreement.

2.12 "County Project Manager" has the meaning set forth in Paragraph 3.2 (County Project Manager) of this Master Agreement.

2.13 "Department" has the meaning set forth in the preamble.

2.14 "Dispute Resolution Procedure" has the meaning set forth in Section 2.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions) of this Master Agreement.

2.15 "Hourly Rate" has the meaning set forth in Subparagraph 8.2.1 of this Master Agreement.

2.16 "Infringement Claims" has the meaning set forth in Section 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions) of this Master Agreement.

2.17 "Initial Term" has the meaning set forth in Section 7 (Term) of this Master Agreement.

2.18 "Jury Service Program" has the meaning set forth in Section 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions) of this Master Agreement.

2.19 "Master Agreement" means generally County's standard agreement executed between County and individual contractors, which sets forth the terms and conditions for the performance of all services provided under the agreement. Specifically, Master Agreement has the meaning set forth in Paragraph 1.1 (Master Agreement) of this Master Agreement.

2.20 "Maximum Contract Sum" has the meaning set forth in Section 8 (Prices and Fees) of this Master Agreement.

2.21 "Option Term" has the meaning set forth in Section 7 (Term) of this Master Agreement.

2.22 "Qualified Contractor" means a contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ) Number 514-SH, has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement for Workers Compensation Fraud Investigation Services with County.

2.23 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.

2.24 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B (Statement of Work) to this Master Agreement, together with all Attachments thereto, as the same may be amended by any fully executed Change Order or Amendment.

2.25 "Sub-rosa surveillance" means secret surveillance.

2.26 "Term" has the meaning set forth in Section 7 (Term) of this Master Agreement.

2.27 "Work" means any and all tasks, subtasks, deliverables, goods, and other services performed by or on behalf of Contractor required pursuant to this Master Agreement, including Exhibit B (Statement of Work) and all other Exhibits, and any and all fully executed Change Orders and Amendments hereto.

2.28 "Work Order" means a subordinate agreement in the form of Attachment I (Work Order) of Exhibit B (Statement of Work) of this Master 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 the Work Order and in accordance with Exhibit B (Statement of Work) of this Master Agreement. No Work shall be performed by Contractor except in accordance with fully executed Work Order. All fully executed Work Orders under this Master Agreement are incorporated herein as Exhibit J (Subsequent Work Orders) and made a part of this Master Agreement.

3. ADMINISTRATION OF MASTER AGREEMENT – COUNTY

3.1 County Project Director

3.1.1 "County Project Director" for this Master Agreement shall be the following person:

Captain/Unit Commander or designee
Internal Criminal Investigations Bureau
4900 S. Eastern Avenue
Commerce, California 90040
(323) 890-5451

3.1.2 County shall notify Contractor in writing of any change in the name or address of County Project Director.

3.1.3 Except as set forth in Section 6 (Change Orders and Amendments) of this Master Agreement, County Project Director is not authorized to make any changes in any of the terms and

conditions of this Master Agreement and is not authorized to further obligate County in any respect whatsoever.

3.1.4 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor and to issue Work Or.

3.2 County Project Manager

3.2.1 "County Project Manager" for this Master Agreement shall be the following person:

Sergeant – Workers' Compensation Fraud Unit
Internal Criminal Investigations Bureau
4900 S. Eastern Avenue
Commerce, California 90040
(323) 890-5451

3.2.2 Unless otherwise specifically noted, whenever this Master Agreement calls for a notice, report, or other delivery to be made by Contractor (or any representative thereof) to County Project Manager, such notice, report, or other delivery shall be made to County Project Manager in accordance with the notice information set forth above or in accordance with such other notice information as County may notify Contractor from time to time pursuant to this Paragraph 3.2 (County Project Manager).

3.2.3 County shall notify Contractor in writing of any change in the name or address of County Project Manager.

3.2.4 County Project Manager shall be a resource for addressing the technical standards and requirements of this Master Agreement, shall have the authority to issue and approve Work Orders, shall interface regularly with Contractor, and further shall have the duties from time to time given to such person by County.

3.2.5 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement, nor obligate County in any respect whatsoever except as otherwise provided in this Master Agreement.

3.2.6 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.3 Consolidation of Duties. County reserves the right to consolidate the duties of County Project Director, which duties are enumerated in Paragraph 3.1 (County Project Director) of this Master Agreement, and the duties of County Project Manager, which duties are enumerated in Paragraph 3.2 (County Project Manager) of this Master Agreement, into one County position, and to assign all such duties to one individual who will act as County's liaison in all matters relating to this Master Agreement. County will notify Contractor no later than five (5) calendar days prior to exercising its rights pursuant to this Paragraph 3.3.

3.4 County Contract Program Monitor. The County Contract Program Monitor shall have the duties set forth in Subparagraph 2.2.3 of Exhibit B (Statement of Work) of this Master Agreement.

3.5 County Personnel. All County personnel assigned to this Master Agreement shall be under the exclusive supervision of County. Contractor understands and agrees that all such County personnel are assigned only for the convenience of County.

4. ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

4.1 Contractor Project Manager

4.1.1 "Contractor Project Manager" shall be the following person, who shall be a full-time employee of Contractor:

[_____]

4.1.2 Contractor Project Manager shall be responsible for Contractor's day-to-day activities as related to this Master Agreement.

4.1.3 During the Term of this Master Agreement, Contractor Project Manager shall be available to meet and confer with County, as necessary, in person or by phone.

4.1.4 Contractor Project Manager shall notify County in writing of any change in the name or address of Contractor Project Manager.

4.1.5 Contractor Project Manager shall provide County Project Manager with emergency contact information in the event of an emergency.

4.2 Approval of Contractor's Staff

4.2.1 County Project Director has the right to approve or disapprove any proposed replacement for Contractor Project Manager. If Contractor desires to replace, or if County, at its discretion, requires removal of, Contractor Project Manager, Contractor shall

provide County with a resume of such proposed replacement, and an opportunity to interview such person prior to such person performing any Work hereunder. County shall not unreasonably delay its approval of a replacement of Contractor Project Manager.

4.2.2 All staff employed by and on behalf of Contractor shall be adults, 18 years of age and older, who are legally eligible to work under the laws of the United States of America and the State of California. Contractor's staff having direct contact with County (either by telephone, electronic or written correspondence, or in person) shall be fully fluent in both spoken and written English.

5. WORK

5.1 Contractor shall fully perform all Work in accordance with terms and conditions of this Master Agreement and any Work Order issued by County.

5.2 County shall issue Work Orders to Qualified Contractors on a rotational basis, as needed by the Department. The Work Order shall be in the form of Attachment I (Work Order) of Exhibit B (Statement of Work) of this Master Agreement.

5.3 Contractor acknowledges that, subject to this Section 5 (Work), all Work performed under this Master Agreement, including pursuant to a fully executed Work Order, is payable monthly in arrears, in accordance with the terms and conditions of this Master Agreement, including this Section 5 (Work), Section 8 (Prices and Fees), and Section 10 (Invoices and Payments).

5.4 Contractor shall be authorized to perform Work only after receipt of a Work Order executed by the County Project Manager. A copy of the fully executed Work Order, together with other documentation specified in Paragraph 10.2 (Invoice and Payments) of this Master Agreement, shall be submitted to County in order to qualify for payment. In no event shall County be liable or responsible for payment of Contractor's invoice prior to approval from County Project Manager or his/her designee of such Work.

5.5 If Contractor provides any task, deliverable, service, or other work to County (1) other than as specified in this Master Agreement, and/or (2) that goes beyond the scope of Work authorized in the Work Order, and/or (3) after the expiration or termination of this Master Agreement, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

6. CHANGE ORDERS AND AMENDMENTS

No representative of either County or Contractor, including those named in this Master Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Master Agreement, except through the procedures set forth in this Section 6 (Change Orders and Amendments). County reserves the right to change any portion of the Work required under this Master Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

6.1 For any change which does not materially affect the scope of Work, period of performance, amount of payments, or any other term or condition included under this Master Agreement, a Change Order shall be executed by County Project Director and Contractor Project Manager.

6.2 The Board or County's 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. County reserves the right to add and/or change such provisions as required by the Board or County's Chief Executive Officer. To implement such changes, an Amendment to the Master Agreement shall be executed by Sheriff and Contractor.

6.3 For any change that materially affects the scope of Work, Term, period of performance, amount of payments, or any other term or condition included under this Master Agreement, an Amendment to this Master Agreement shall be executed by the Board and Contractor.

6.4 Notwithstanding Paragraph 6.3 above, for (1) any Option Term extension of the Master Agreement pursuant to Paragraph 7.2 below, (2) any mileage reimbursement rate modification as directed by the County Auditor-Controller, and (3) any assignment of rights or delegation of duties pursuant to Section 39.0 (Assignment by Contractor) of Exhibit A (Additional Terms and Conditions) of this Master Agreement, an Amendment to this Master Agreement shall be executed by Sheriff and Contractor.

7. TERM

7.1 The Term of this Master Agreement shall commence upon the date of execution of this Master Agreement by the Sheriff and shall terminate on December 16, 2016 (the "Initial Term"), unless sooner extended or terminated, in whole or in part, as provided in this Master Agreement.

7.2 The County has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the current period of the Term of this Master

Agreement, to extend the Term of this Master Agreement for four (4) additional one (1) one year periods ("each an Option Term"), for a total Term of the Master Agreement not to exceed seven (7) years. As used herein, the "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised in accordance with Paragraph 6.4 above.

7.3 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 an Option Term extension of this Master Agreement.

7.4 Contractor shall notify the Department when this Master Agreement is within six (6) months from the expiration of the Term of this Master Agreement as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to County Project Director at the address herein provided in Subparagraph 3.1.1 of this Master Agreement.

8. PRICES AND FEES

8.1 General

The prices and fees for this Master Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other Work required under this Master Agreement and any fully executed Work Order as set forth in Exhibit C (Compensation Rates) of this Master Agreement. Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other Work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Master Agreement and pursuant to any fully executed Work Order.

8.2 Rates

8.2.1 Hourly Rate

Contractor shall be paid on an hourly basis for Work performed pursuant to a fully executed Work Order at the Hourly Rate set forth in Exhibit C (Compensation Rates) of this Master Agreement. The Hourly Rate shall be firm and fixed for the Term of this Master Agreement. Overtime compensation shall not be paid under this Master Agreement.

8.2.2 Mileage

Mileage shall be reimbursed at the rate in effect on the date such mileage was incurred, and as established from time to time by the County Auditor-Controller, pursuant to County Code Section 5.40.190 and as set forth in Exhibit C (Compensation Rates) of this Master Agreement. The Department shall notify Contractor by written notice of any change to the mileage rate, at which time an Amendment to this Master Agreement shall be executed by Contractor and Sheriff in accordance with Paragraph 6.4 above.

8.2.3 Parking

Parking shall be reimbursed by County only when accompanied by a valid parking receipt.

8.2.4 Training

Contractor shall be paid at the Hourly Rate set forth in Exhibit C (Compensation Rates) of this Master Agreement, and shall be reimbursed for mileage as set forth in Subparagraph 8.2.2 above, for Contractor's attendance at any Department-required training.

8.2.5 Court Testimony

When subpoenaed or otherwise required by the County to testify about observations/actions on investigation cases, Contractor shall be compensated at the Hourly Rate set forth in Exhibit C (Compensation Rate) of this Master Agreement.

8.3 Maximum Contract Sum

In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures"), either expressly or by implication, shall not exceed the sum allocated in that fiscal year's budget. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such maximum annual expenditures for the Term of the Master Agreement is the "Maximum Contract Sum."

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

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master

Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Master Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Master Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Master Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Section 6.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions) of this Master Agreement. County shall endeavor to notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 Approval of Invoices

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

10.2 Detail

Each invoice submitted by Contractor shall include but shall not be limited to the following as specified on the Invoice (Attachment II) of Exhibit B (Statement of Work) of this Master Agreement:

- Invoice Date
- Invoice Number
- Investigator's name, address and telephone number
- County Master Agreement Number

- Period of Performance Dates
- Total Hours Worked and Amount Due
- Total Mileage Claimed, Dates Mileage incurred and Amount Due
- Parking Receipt and Amount Due
- Total Amount Due
- Copy of the Work Order
- Copy of the Activity Log
- Copy of Subpoena (if applicable)

10.3 No Out-of-Pocket Expenses

Except as specifically authorized in Paragraph 8.2 (Rates) of this Master Agreement, Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include such out-of-pocket expenses.

10.4 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to County. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor. Contractor's failure to submit the required documents will delay processing of the invoice.

10.5 Submission of Invoices

Contractor shall submit an original invoice and a copy, together with all documentation required under Paragraph 10.2 (Detail) of this Master Agreement, to the following address:

ORIGINAL TO:

Internal Criminal Investigations Bureau
Sergeant - Workers' Compensation Fraud Unit
4900 S. Eastern Avenue
Commerce, California 90040

COPY TO:

Los Angeles County Sheriff's Department
Fiscal Administration – Accounts Payable
4700 Ramona Boulevard
Monterey Park, California 91754

10.6 County's Right to Withhold

In addition to any rights of County provided in this Master Agreement, or at law or in equity, County may, upon notice to Contractor, withhold payment for any Work while Contractor is in default hereunder, or at any time that Contractor has not provided County approved Work.

10.7 Invoice Discrepancy Report

The County Project Manager or designee shall review all invoices for any discrepancies and issue an Invoice Discrepancy Report ("IDR") to Contractor within ten (10) calendar days of receipt of invoice if payment amounts are disputed. Contractor shall review the disputed charges and submit to the County Project Manager a written explanation detailing the basis for the charges within ten (10) calendar days of receipt of the IDR from the County Project Manager. If the County Project Manager does not receive a written response from Contractor within ten (10) calendar days of County's notice to Contractor of an IDR, then County payment will be made, less the disputed charges. A sample of the IDR form is attached as Exhibit D (Invoice Discrepancy Report) of this Master Agreement.

11. LIQUIDATED DAMAGES

11.1 If, in the judgment of County Project Director, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, County Project Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment or deduct pro rata from Contractor's invoice for Work not performed. Information regarding the Work not performed and the amount to be withheld or deducted from payments to Contractor from County will be forwarded to Contractor by County Project Director in a written notice describing the reasons for said action.

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

11.2.1 Deduct from Contractor's payment, pro rata, those applicable portions; and/or

11.2.2 Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is $50 dollars per day per infraction; and/or

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

11.3 The action noted in Paragraph 11.2 shall not be construed as a penalty, but as an adjustment of payment to Contractor to recover County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.

11.4 This Section 11 (Liquidated Damages) shall not, in any manner, restrict or limit County's right to damages for any breach of this Master Agreement provided by law , and shall not, in any manner, restrict or limit County's right to terminate the Master Agreement as agreed to herein.

12. NOTICES

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (a) by hand with signed receipt; (b) by first-class registered or certified mail, postage prepaid; (c) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid; or (d) by overnight commercial carrier, with signed receipt. Notice is deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing, or on the date of signature receipt by the receiving part of any overnight commercial carrier delivery. Addresses may be changed by either party giving ten (10) days prior notice in accordance with the procedures set forth above, to the other party.

To County: (1) Internal Criminal Investigation's Bureau
Sergeant – Worker's Compensation Fraud Unit
4900 S. Eastern Avenue
Commerce, CA 90040
Facsimile:
Email:
with a copy to:

(2) Los Angeles County Sheriff's Department
4700 Ramona Boulevard, Room 214
Monterey Park, CA 91754-2169
Attention: Assistant Director, Contracts Unit
Facsimile: (323) 415-1069
Email: scousin@lasd.org

To Contractor: Contractor
Attention: [_____]
Facsimile: [_____]

County Project Director shall have the authority to issue all notices or demands, which are required or permitted by County under this Master Agreement.

13. ARM'S LENGTH NEGOTIATIONS

This Master Agreement is the product of an arm's length negotiation between Contractor and County. Each party has had at all times the opportunity to receive advice from independent counsel of its own choosing, Accordingly, this Master Agreement is to be interpreted fairly as between the parties, and not strictly construed as against either party as drafter or creator.

14. NO GUARANTY OF WORK

This Master Agreement is intended to provide County with Workers Compensation Fraud Investigation Services on an as-needed basis. As such, County does not promise, guaranty, or warrant that it will utilize any particular level of Contractor services or any services at all during the Term of this Master Agreement. The determination as to the need for such services shall rest solely within the discretion of County.

15. 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. The Department reserves the right to add Qualified Contractors during the Term of this Master Agreement.

16. SURVIVAL

The following Sections of this Master Agreement shall survive its expiration or termination for any reason: 1. (Master Agreement and Interpretation), 2. (Definitions), Section 8 (Prices and Fees), Section 10 (Invoices and Payments), Section 12 (Notices), Section 13 (Arm's Length Negotiations), Section 16 (Survival), and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
[ ]
FOR
WORKERS COMPENSATION FRAUD INVESTIGATION SERVICES

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

COUNTY OF LOS ANGELES

By _____
Leroy D. Baca, Sheriff

Date: _____

CONTRACTOR

Signature: _____

Title: _____

Date: _____

APPROVED AS TO FORM:
JOHN F. KRATTLI
COUNTY COUNSEL

By _____
Senior Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

WORKERS COMPENSATION FRAUD INVESTIGATION SERVICES

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

The following additional terms and conditions are applicable to, and form a part of, the Master Agreement. Capitalized terms not otherwise defined in this Exhibit A (Additional Terms and Conditions) as used herein (this "Exhibit") have the meanings given to such terms in the Section 2 (Definitions) of the Master Agreement.

1.0 SUBCONTRACTING

1.1 General

County has relied, in entering into the Master Agreement, on the reputation of and on obtaining the personal performance of Contractor itself. Consequently, no performance of the Master Agreement, or any portion thereof, shall be subcontracted by Contractor except in accordance with the procedures set forth in this Section 1.0 (Subcontracting). Any attempt by Contractor to subcontract any performance, obligation, or responsibility under the Master Agreement, except in accordance with the procedures set forth in this Section 1.0 (Subcontracting), shall be null and void and shall constitute a material breach of the Master Agreement, upon which County may immediately terminate the Master Agreement.

1.2 Procedure for Subcontracting

If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under the Master Agreement to any subcontractor, Contractor shall adhere to the following procedures.

1.2.1 Contractor shall notify the County Project Director of its desire to subcontract a portion of the Work, which notice shall include the reason for the proposed subcontract, and a description of the Work to be performed under the proposed subcontract.

1.2.2 The identity of such subcontractor and why such subcontractor was selected.

1.2.3 A certificate of insurance from the proposed subcontractor which establishes that the subcontractor maintains all the programs of insurance required by the Master Agreement.

1.2.4 If the proposed Work is to be performed by a subcontractor, then in addition to the foregoing, Contractor shall provide:

i. A draft copy of the proposed subcontract. The material provisions of any approved subcontract between Contractor and a third party may be changed or amended, as applicable, only with the prior written approval of the County Project Director, which approval shall not be unreasonably withheld; and

ii. Any other information and/or certifications reasonably requested by County.

The County Project Director will review Contractor's request to subcontract and determine, in his discretion, whether or not to consent to such request on an individual basis. Without limiting in any way County's prior approval rights, Contractor shall deliver to the County Project Director a fully executed copy of each subcontract entered into by Contractor pursuant to this Subparagraph 1.2.4, on or immediately after the effective date of the subcontract but in no event later than the date any Work is performed under the subcontract.

1.2.5 Contractor shall obtain an executed Exhibit E2 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of this Master Agreement for each of subcontractor's employees performing Work under the subcontract. Such Master Agreements shall be delivered to the County Project Director on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee commences performing Work under the subcontract.

1.3 Contractor Responsibilities

1.3.1 Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under the Master Agreement, including the obligation to properly supervise, coordinate, and perform all Work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities to County.

1.3.2 In the event that County consents to any subcontracting, such consent shall be subject to County's right to reject any and all subcontractor personnel providing services under such subcontract.

1.3.3 In the event that County consents to any subcontracting, Contractor shall cause the subcontractor, on behalf of itself, its successors and administrators, to assume and be bound by, and shall be deemed to have assumed and agreed to be bound by, each and all of the provisions of the Master Agreement and any fully executed Change Order or

Amendment hereto as it relates to or affects the Work performed by subcontractor hereunder.

1.3.4 Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

2.0 DISPUTE RESOLUTION PROCEDURE

2.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Master Agreement. All such disputes shall be subject to the provisions of this Section 2.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

2.2 Continued Work

Contractor and County agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance, other than payment by County for approved Work, which the parties mutually determine should be delayed as a result of such dispute.

2.2.1 If Contractor fails to continue without delay its performance hereunder that County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs which may be incurred by Contractor or County as a result of Contractor's failure to continue to so perform shall be borne by Contractor, and Contractor shall make no claim whatsoever against County for such costs. Contractor shall promptly reimburse County for such County costs, as determined by the County, or County may deduct or offset all such additional costs from any amounts due to Contractor from County.

2.2.2 If County fails to continue without delay to perform its responsibilities under the Master Agreement which County, in its discretion, determines should not be delayed as a result of such dispute, then any additional costs incurred by Contractor or County as a result of County's failure to continue to so perform shall be borne by County, and County shall make no claim whatsoever against Contractor for such costs. County shall promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

2.3 Dispute Resolution Procedures

In the event of any dispute between the parties with respect to the Master Agreement, Contractor and County shall submit the matter as follows:

2.3.1 Contractor and County shall first submit the matter to the County Project Manager and Contractor Project Manager for the purpose of endeavoring to resolve such dispute.

2.3.2 If the County Project Manager and Contractor Project Manager are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the County Project Director for further consideration and discussion to attempt to resolve the dispute.

2.3.3 If the County Project Manager and Contractor Project Manager are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff. These persons shall have five (5) Business Days to attempt to resolve the dispute.

2.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Master Agreement and its rights and remedies as provided by law.

2.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Paragraph 2.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

2.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Master Agreement, County's right to terminate the Master Agreement pursuant to Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), or Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, or any other termination provision under this Master Agreement, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or

Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

3.0 CONFIDENTIALITY

3.1 General

3.1.1 Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Master Agreement, in accordance with all applicable Federal, State, and local laws, rules, regulations, ordinances, guidelines, policies and procedures, and directives relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

3.1.2 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 Section 3.0 (Confidentiality), as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Section 3.0 (Confidentiality) shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

3.1.3 Contractor shall inform all of its directors, officers, shareholders, employees, subcontractors and agents providing services hereunder of the confidentiality provisions of this Master Agreement. Contractor shall provide to County an executed Exhibit E1 (Contractor Employee Acknowledgement and Confidentiality Agreement) of the Master Agreement for each of its employees performing Work under the Master Agreement, and an executed Exhibit E2 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement) of the Master Agreement for each of its employees performing Work under the Master Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges

and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person, or entity to which Contractor discloses such confidential information.

3.2 Disclosure of Information

3.2.1 With respect to any confidential information obtained by Contractor pursuant to the Master Agreement, Contractor shall: (a) not use any such records or information for any purpose whatsoever other than carrying out the express terms of the Master Agreement; (b) promptly transmit to County all requests for disclosure of any such records or information; (c) not disclose, except as otherwise specifically permitted by the Master Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and (d) at the expiration or termination of the Master Agreement, return all such records and information to County or maintain such records and information according to the written procedures sent to Contractor by County for this purpose.

3.2.2 Without limiting the generality of Subparagraph 3.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

3.3 Contractor Information

Any and all confidential or proprietary information which is developed or was 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 the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Master Agreement, County shall not be obligated in any way under this Master Agreement for:

3.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;

3.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and

3.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Section 24.0 (Re-solicitation of Bids, Proposals, or Information).

3.4 Use of County Name

In recognizing Contractor's need to identify its services and related clients to sustain itself, County shall not inhibit Contractor from publishing its role under the Master Agreement within the following conditions:

3.4.1 Contractor shall develop all publicity material in a professional manner.

3.4.2 During the Term of the Master Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.

3.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Master Agreement with County, provided that the requirements of this Paragraph 3.4 (Use of County Name) (other than the requirements set forth in Subparagraph 3.4.2 above) shall apply.

3.4.4 Notwithstanding anything herein to the contrary, County reserves the right to object to any use of County's name and Contractor shall cure promptly and prospectively any use of County's name that has been objected to by County.

3.5 Injunctive Relief

Contractor acknowledges that a breach by Contractor of this Section 3.0 (Confidentiality) may result in irreparable injury to County that may not be adequately compensated by monetary damages and that, in addition to County's other rights under the Master Agreement and at law and in equity, County shall have the right to injunctive relief to enforce the provisions of this Section 3.0 (Confidentiality).

4.0 TERMINATION FOR INSOLVENCY

4.1 County may terminate the Master Agreement immediately at any time following the occurrence of any of the following:

4.1.1 Contractor has ceased to pay or has admitted in writing its inability to pay its debts for at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the United States Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the United States Bankruptcy Code, provided that Contractor shall not be deemed insolvent if it has ceased in the normal course of business to pay debts that Contractor disputes in good faith;

4.1.2 The filing of a voluntary or involuntary petition (which involuntary petition is not dismissed within sixty (60) calendar days) regarding Contractor under the United States Bankruptcy Code;

4.1.3 The appointment of a receiver or trustee for Contractor; or

4.1.4 The execution by Contractor of a general assignment for the benefit of creditors other than in the course of arranging financial lines of credit.

4.2 The rights and remedies of County provided in this Section 4.0 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided at law or in equity, or under the Master Agreement.

4.3 Contractor agrees that if Contractor as a debtor-in-possession, or if a trustee in bankruptcy, rejects the Master Agreement, County may elect to retain its rights under the Master Agreement, as provided under Section 365(n) of the United States Bankruptcy Code (11 U.S.C. Section 365(n)). Upon written request by County to Contractor or the trustee in bankruptcy, as applicable, Contractor or such trustee shall allow County to exercise all of its rights and benefits under the Master Agreement. The foregoing shall survive the termination or expiration of the Master Agreement for any reason whatsoever.

5.0 TERMINATION FOR DEFAULT

5.1 County may, by written notice to 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; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) Business days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

5.2 In the event that County terminates this Master Agreement in whole or in part as provided in Paragraph 5.1 above, County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Section 5.0 (Termination for Default).

5.3 If, after County has given notice of termination under the provisions of this Section 5.0 (Termination for Default), it is determined by County that Contractor was not in default under the provisions of this Section 5.0 (Termination for Default), the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 6.0 (Termination for Convenience) of this Exhibit.

5.4 The rights and remedies of County provided in this Section 5.0 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

6.0 TERMINATION FOR CONVENIENCE

6.1 Termination for Convenience

The Master Agreement may be terminated, in whole or in part from time to time, by County in its sole discretion for any reason. Termination of Work hereunder shall be effected by delivery to Contractor of a notice of termination 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 thirty (30) calendar days after notice.

6.2 No Prejudice; Sole Remedy

Nothing in this Section 6.0 (Termination for Convenience) is deemed to prejudice any right of Contractor to make a claim against the County in accordance with this Master Agreement and applicable law and County procedures for payment for Work through the effective date of termination. Contractor, however, acknowledges that the rights and remedies set forth in this Paragraph 6.2 (No Prejudice; Sole Remedy) shall be the only remedy available to Contractor in the

event of a termination or suspension pursuant to this Section 6.0 (Termination for Convenience) by County.

7.0 TERMINATION FOR IMPROPER CONSIDERATION

7.1 County may, upon written notice to Contractor, immediately terminate the right of Contractor to proceed under the Master Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Master Agreement or securing favorable treatment with respect to the award, amendment or extension of the Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to the 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.

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

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

8.0 EFFECT OF TERMINATION

8.1 Remedies

In the event that County terminates the Master Agreement in whole or in part as provided in Section 4.0 (Termination for Insolvency), Section 5.0 (Termination for Default), Section 6.0 (Termination for Convenience), Section 7.0 (Termination for Improper Consideration), in each case, of this Exhibit, then:

8.1.1 Contractor shall (a) stop performing Work under the Master Agreement on the date and to the extent specified in such notice, (b) promptly transfer and deliver to County copies of all completed Work and Work that is in process, in a media reasonably requested by County, (c) promptly transfer and deliver all items previously paid for by County, and (d) complete performance of such part of the Work as shall not have been terminated by such notice;

8.1.2 Unless County has terminated the Master Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit, County shall have the right to procure, upon such terms and in such a manner as County may determine appropriate, goods, services, and other Work, similar and competitive to those so terminated, and Contractor shall be liable to County for, and shall promptly pay to County by cash payment,

any and all excess costs reasonably incurred by County, as determined by County, to procure and furnish such similar goods, services, and other Work;

8.1.3 Contractor shall promptly return to County any and all of County's confidential information that relates to that portion of the Master Agreement or Work terminated by County;

8.1.4 Contractor shall tender promptly payment to County, and shall continue to tender payment for the duration of any liquidated damages levied pursuant to Section 11.0 (Liquidated Damages) of the Master Agreement, to the extent applicable; and

8.1.5 Contractor and County shall continue the performance of the Master Agreement to the extent not otherwise terminated.

8.2 Transition Services

Contractor agrees that in the event of any termination of the Master Agreement, as a result of the breach hereof by either party, or for any other reason, including expiration, Contractor shall fully cooperate with County in the transition by County to a new contractor, so that there shall be no interruption of the County's day to day operations due to the unavailability of the Work during such transition. Contractor agrees that if County terminates the Master Agreement pursuant to Section 6.0 (Termination for Convenience) of this Exhibit or Paragraph 5.3 of this Exhibit, Contractor shall perform transition services, and shall invoice County for such transition services determined in accordance with the rates specified in Exhibit C (Compensation Rates) of the Master Agreement, and the agreed upon maximum amount in accordance with a transition plan to be agreed upon, in advance, by the County Project Director and the Contractor Project Manager. Contractor further agrees that in the event that County terminates the Master Agreement for any other breach by Contractor, Contractor shall perform transition services at no cost to County. In connection with the provision of any transition services pursuant to this Paragraph 8.2 (Transition Services), Contractor shall provide to the County Project Director, upon request by the County Project Director, documentation that reasonably details the source and amount of the expenses Contractor purports to have incurred in the provision of such transition services.

8.3 Remedies Not Exclusive

The rights and remedies of County set forth in this Section 8.0 (Effect of Termination) are not exclusive of any other rights and remedies available to County at law or in equity, or under the Master Agreement.

9.0 WARRANTY AGAINST CONTINGENT FEES

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

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

10.0 AUTHORIZATION WARRANTY

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

11.0 FURTHER WARRANTIES

In addition to the warranties elsewhere in this Master Agreement, Contractor represents, warrants and further covenants and agrees to the following:

11.1 Contractor bears the full risk of loss due to total or partial destruction of all or any part of any goods acquired from Contractor, as applicable, until acceptance by the County.

11.2 At the time of delivery to and acceptance by County, all goods shall be new, in good working order, in conformity with manufacturer's published specifications and descriptions, and free from defects in workmanship and materials, as determined by County.

11.3 Contractor shall, in the performance of all Work, strictly comply with the descriptions and representations (including, accuracy, completeness, standards, and requirements) as set forth in this Master Agreement, including the Statement of Work.

11.4 All Work shall be performed in a timely and professional manner by qualified personnel.

11.5 Contractor and each of its personnel performing Work hereunder have all permits, licenses, and certifications necessary to perform Contractor's obligations under the Master Agreement.

12.0 INDEMNIFICATION AND INSURANCE

12.1 Indemnification

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

12.2 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 Paragraphs 12.2 (General Provisions for All Insurance Coverage) and 12.3 (Insurance Coverage) of this Exhibit. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

12.2.1 **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 Master Agreement.

- Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or subcontractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full name of each

insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

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

Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard, Room 214
Monterey Park, California 91754
Attention: Contract Compliance Manager

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.

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

12.2.3 **Cancellation of or Changes in Insurance**

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

12.2.4 **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. Alternately, 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.

12.2.5 **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.

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

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

12.2.7 **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.

12.2.8 **Subcontractor Insurance Coverage Requirements**

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

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

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

12.2.10 **Claims Made Coverage**

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

12.2.11 **Application of Excess Liability Coverage**

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

12.2.12 **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.

12.2.13 **Alternative Risk Financing Programs**

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. County and its Agents shall be designated as an Additional Covered Party under any approved program.

12.2.14 **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.

12.3 Insurance Coverage

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

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

12.3.2 **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.

12.3.3 **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) calendar 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.

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

13.0 INTELLECTUAL PROPERTY INDEMNIFICATION

13.1 **Indemnification Obligation.** Contractor shall indemnify, hold harmless and defend County Indemnitees from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees and attorney's fees, as such are incurred, 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 or misappropriation, arising from or related to the services or other work acquired hereunder or the utilization of Contractor's Work under this Master Agreement (collectively in this Section 13.0 [Intellectual Property Indemnification] "Infringement Claim(s)"). Any legal defense pursuant to Contractor's indemnification obligations under this Section 13.0 (Intellectual Property Indemnification) shall be conducted by Contractor and performed by counsel selected by Contractor and approved in writing by County (which approval shall not be unreasonably withheld). 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 required by law or this Master Agreement, County shall be entitled to reimbursement for all such costs and expenses.

13.2 **Procedures.** County shall notify Contractor, in writing, as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure. Upon such notice, Contractor shall, at no cost to County, as remedial measures, either: (i) procure the right, by license or otherwise, for County to continue to use the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, to the same extent of County's license or ownership rights under this Master Agreement; or (ii) to the extent Contractor is unable to procure such right, replace or modify the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder, or part(s) or component(s) thereof, with another software or product of services, or part(s) or component(s) thereof, of at least equivalent quality and performance capabilities, in County's determination, until it is determined by County that the software or other tasks, deliverables, goods, services or other work licensed or acquired hereunder and all parts and components become non-infringing, non-misappropriating and non-disclosing.

13.3 **Remedial Acts.** If Contractor fails to complete the remedial measures in Paragraph 13.2 (Procedures) above within forty-five (45) calendar days of the date of the written notice from County or County has not approved in writing (such approval not to be unreasonably withheld) Contractor's plan of completing such remediation, then, County shall have the right to take such remedial acts as County determines to be reasonable to mitigate any impairment of its use of the software or damages or other costs or expenses (in this Paragraph 13.3, "County's Remedial Acts"). Contractor shall indemnify County under Paragraph 13.1 (Indemnification Obligation) above for all amounts paid and all direct and indirect costs associated with County's Remedial Acts. Failure by Contractor to pay such amounts within ten (10) calendar days of invoice by County shall, in addition to, and cumulative to all other remedies, entitle County to immediately withhold payments due to Contractor under this Master Agreement up to the total of the amounts paid in connection with County's Remedial Acts.

14.0 BUDGET REDUCTIONS

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

15.0 FORCE MAJEURE

Except with respect to defaults of any subcontractors, Contractor shall not be liable for any such excess costs, if its failure to perform the Master Agreement arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by Contractor or any of Contractor's subcontractors), freight embargoes, or other similar acts 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 Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. Contractor agrees to use commercially reasonable best efforts to obtain such goods or services from other sources, and to mitigate the damages and reduce the delay caused by any of the above mentioned *force majeure* events. As used in this Section 15.0 (Force

Majeure), the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

16.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

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

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

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

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

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

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

the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

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

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

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

16.9 These terms shall also apply to subcontractors of County Contractors.

17.0 COMPLIANCE WITH APPLICABLE LAW

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

17.2 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 Section 17.0 (Compliance with Applicable Law) 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.

18.0 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees and agents from any and all liability, including damages, losses, wages, overtime pay, liquidated damages, penalties, court costs, fees and other expenses (including attorneys' fees) arising under any wage and hour law, including the Federal Fair Labor Standards Act for Work performed by Contractor's employees.

19.0 NONDISCRIMINATION, AFFIRMATIVE ACTION, AND ASSURANCES

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, or physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

19.1 Contractor shall certify to, and comply with, the provisions of Contractor's EEO Certification, attached as Exhibit F (Contractor's EEO Certification) of the Master Agreement.

19.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, or 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.

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

19.4 Contractor certifies and agrees that it, its affiliates, subsidiaries or holding companies, shall comply with all applicable Federal and State laws and regulations, including but not limited to:

19.4.1 Title VII, Civil Rights Act of 1964;

19.4.2 Section 504, Rehabilitation Act of 1973;

19.4.3 Age Discrimination Act of 1975;

19.4.4. Title IX, Education Amendments of 1973, as applicable; and

19.4.5 Title 43, part 17, Code of Federal Regulations, subparts a & b;

19.4.6 Fair Employment and Housing Act (California Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated hereunder (California Code of Regulations, Title 2, Section 7285 et seq.)

And that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, or 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 the Master Agreement, or under any project, program, or activity supported by the Master Agreement.

19.5 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) when so requested by County; provided that County's access to such employment records of Contractor shall be limited to access that does not constitute an unlawful invasion of the privacy rights of any such employee. If County finds that any of the provisions of this Section 19.0 (Nondiscrimination, Affirmative Action, and Assurances) have been violated, such violation shall, at the election of County, constitute a material breach of the Master Agreement upon which County may immediately terminate or suspend the Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of the Master Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations such determination shall constitute a finding by County that Contractor has

violated the anti-discrimination provisions of the Master Agreement. All determinations of violations made pursuant to this Paragraph 19.5 shall be appealable by Contractor in accordance with applicable laws and regulations, and separately pursuant to Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit.

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

20.0 NONDISCRIMINATION IN SERVICES

Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with all applicable requirements of Federal and State law. For the purpose of this Section 20.0 (Nondiscrimination in Services), discrimination in the provision of services may include the following: (a) denying any person any service or benefit or the availability of the facility, (b) providing any service or benefit to any person which is not equivalent or is not provided in an equivalent manner or at an equivalent time to that provided to others, (c) subjecting any person to segregation or separate treatment in any manner related to the receipt of any service, (d) restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit, and (e) treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit.

21.0 EMPLOYMENT ELIGIBILITY VERIFICATION

21.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing Work under the Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing Work hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law.

21.2 Contractor shall indemnify, defend, and hold harmless County Indemnitees pursuant to Paragraph 13.1 (Indemnification) of this Exhibit from and against any and all liability (alleged or actual), including damages, losses, fees, costs, and expenses (including defense costs and legal, accounting and other expert witness, consulting or professional fees) arising out of or in connection with any employer sanctions and any other liability which may be assessed against

Contractor or County 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 hereunder.

22.0 HIRING OF EMPLOYEES

Contractor and County agree that, during the Term of the Master Agreement and for a period of one (1) year thereafter, except with the prior written consent of the other party, neither party shall in any way intentionally induce or solicit any Project Director, Project Manager or other employee, of one party to become an employee or agent of the other party. Notwithstanding the foregoing, County shall be entitled to make offers of employment to employees of Contractor necessary or desirable to perform Work described in the Master Agreement, in the event that: (a) County has the right to terminate the Master Agreement pursuant to Section 4.0 (Termination for Insolvency) of this Exhibit, (b) the Master Agreement is terminated by County due to Contractor's default pursuant to Section 5.0 (Termination for Default) of this Exhibit, (c) without resolution acceptable to both parties, Contractor and County have followed Paragraph 2.3 (Dispute Resolution Procedures) of this Exhibit, or (d) Contractor either announces the withdrawal of support of, or otherwise no longer provides services County deems essential to, the ongoing support of the Work as applicable.

23.0 CONFLICT OF INTEREST

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

23.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the Term of this Master Agreement. Contractor warrants that it is not now aware of any facts that do or could create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Section 23.0 (Conflict of Interest) shall be a material breach of this Master Agreement.

24.0 RESOLICITATION OF BIDS, PROPOSALS, OR INFORMATION

24.1 Contractor acknowledges that, prior to the expiration or earlier termination of the Master Agreement, County, in its discretion, may exercise its right to invite bids, request information, or request proposals for the continued provision of the goods and services delivered or contemplated under the Master Agreement. County shall make the determination to re-solicit bids, request information, or request proposals in accordance with applicable County policies.

24.2 Contractor acknowledges that County, in its discretion, may enter into a contract for the future provision of goods and services, based upon the bids, information, or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids, request for information, or request for proposals by virtue of its present status as Contractor.

25.0 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE

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

26.0 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor shall give consideration for any such employment openings to participants in County's Department of Public Social Services' Greater Avenues for Independence (in this Section, "GAIN") or General Relief Opportunity for Work (in this Section, "GROW") programs who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first opportunity.

27.0 STAFF PERFORMANCE WHILE UNDER THE INFLUENCE

Subject to all applicable laws and regulations, Contractor shall use reasonable efforts to ensure that no employee will perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic, or other substance, which might reasonably, or have been observed to, impair such person's physical or mental performance.

28.0 CONTRACTOR PERFORMANCE DURING CIVIL UNREST

Contractor recognizes that County provides services essential to the residents of the communities it serves, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster or similar event. Notwithstanding any other provision of this Exhibit or the Master Agreement, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible without related danger to Contractor's employees or suppliers. During any such event in which the health or safety of any of Contractor's staff members would be endangered by performing their services on-site, such staff members may perform any or all of their services remotely. Failure to comply with this requirement shall be considered a material breach of this Master Agreement by Contractor, for which County may immediately terminate this Master Agreement.

29.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

29.1 Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "L. A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's Child Support Services Department (CSSD) will supply Contractor with the poster to be used.

29.2 The CSSD will maintain and periodically update the "L.A.'s Most Wanted: Delinquent Parents" list on the Internet. The list may be televised before and after Board meetings.

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

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

30.2 As required by County's Child Support Compliance Program (Los Angeles County Code chapter 2.200) and without limiting Contractor's duty under the Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the Term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653a) and California Unemployment Insurance Code Section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or County's CSSD Notices of Wage and Earnings Assignment for Child, Family, or Spousal

Support, pursuant to California Code of Civil Procedure Section 706.031 and California Family Code Section 5246(b).

30.3 Failure of Contractor to maintain compliance with the requirements set forth in this Section 30.0 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Master Agreement pursuant to Section 5.0 (Termination for Default) of this Exhibit and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31.0 RECYCLED-CONTENT PAPER

Consistent with the Board's policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible in Contractor's provision of Work pursuant to the Master Agreement.

32.0 COMPLIANCE WITH JURY SERVICE PROGRAM

32.1 Jury Service Program

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

32.2 Written Employee Jury Service Policy.

32.2.1 Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employees' regular pay the fees received for jury service.

32.2.2 For purposes of this Section 32.0 (Compliance with Jury Service Program), "Contractor" means a person, partnership, corporation or other entity which has a contract with County or a subcontract with a County contractor and has received or will receive an aggregate sum of

$50,000 or more in any 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: (a) the lesser number is a recognized industry standard as determined by County, or (b) 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 County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Section 32.0 (Compliance with Jury Service Program). The provisions of this Section 32.0 (Compliance with Jury Service Program) shall be inserted into any such subcontract Master Agreement and a copy of the Jury Service Program shall be attached to the Master Agreement.

32.2.3 If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Term and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" or that Contractor continues to qualify for an exception to the Jury Service Program.

32.2.4 Contractor's violation of this Section 32.0 (Compliance with Jury Service Program) of this Exhibit 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 or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

33.0 BACKGROUND AND SECURITY INVESTIGATIONS

33.1 Each of Contractor's staff performing services under this 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 Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be

limited to criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

33.2 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.

33.3 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.

33.4 Disqualification of any member of Contractor's staff pursuant to this Section 33.0 (Background and Security Investigations) shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

34.0 ACCESS TO COUNTY FACILITIES

Contractor, its employees, and agents will be granted access to County facilities, subject to Contractor's prior notification to and approval by the County Project Director, for the purpose of executing Contractor's obligations hereunder. Contractor shall have no tenancy, or any other property or other rights in County facilities. While present at County facilities, Contractor's personnel shall be accompanied by County personnel at all times, unless this requirement is waived in writing prior to such event by the County Project Director.

35.0 COUNTY FACILITY OFFICE SPACE

In order for Contractor to perform services hereunder and only for the performance of such services, County may elect, subject to County's standard administrative and security requirements, to provide Contractor with office space and equipment, as determined at the discretion of the County Project Director, at County facilities, on a non-exclusive use basis. County shall also provide Contractor with reasonable telephone service and network connections in such office space for use only for purposes of the Master Agreement. County disclaims any and all responsibility for the loss, theft or damage of any property or material left at such County office space by Contractor.

36.0 DAMAGE TO COUNTY FACILITIES, BUILDINGS, OR GROUNDS

36.1 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 promptly after Contractor has become aware of such damage, but in no event later than thirty (30) calendar days after the occurrence.

36.2 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, or without limitation of all County's other rights and remedies provided at law or equity, or under the Master Agreement, County may deduct such costs from any amounts due to Contractor from County under the Master Agreement.

37.0 PHYSICAL ALTERATIONS

Contractor shall not in any way physically alter or improve any County facility without the prior written approval of the County Project Director and County's Director of Internal Services Department, in their discretion.

38.0 FEDERAL EARNED INCOME TAX CREDIT

Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015, which is attached as Exhibit I (IRS Notice 1015) of the Master Agreement. Additional copies of Internal Revenue Service Notice 1015 can be obtained by calling 1-800-829-3676 or from the IRS website at www.irs.gov.

39.0 ASSIGNMENT BY CONTRACTOR

39.1 Contractor shall not assign its rights or delegate its duties under the Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Paragraph 39.1, County consent shall require a written Amendment to the Master Agreement, which is formally approved and executed by the parties, and which may be executed by the Sheriff, on behalf of the County with the written concurrence of County Counsel. Any payments by County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's discretion, against claims which Contractor may have against County.

39.2 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, 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 Paragraph 39.1 of this Exhibit.

39.3 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 the 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.

40.0 INDEPENDENT CONTRACTOR STATUS

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

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

40.3 Contractor understands and agrees that all persons performing Work pursuant to the Master Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. County shall have no obligation to furnish, or liability for, workers' compensation benefits to any person as a result of any injuries arising from or connected with any Work performed by or on behalf of Contractor pursuant to the Master Agreement.

40.4 Contractor shall adhere to the provisions stated in Section 3.0 (Confidentiality) of this Exhibit.

41.0 RECORDS AND AUDITS

41.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to the Master Agreement, including any termination

hereof, in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of the Master Agreement. Contractor agrees that County, or its authorized representatives, shall, with reasonable notice and during regular business hours, have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records of Contractor relating to the Master Agreement. Should the examination and audit be performed by a non-County entity or should a non-County entity be requested by County to review information received pursuant to an audit or examination under this Section 41.0 (Records and Audits), Contractor may require the non-County examiner or auditor, as the case may be, to execute a nondisclosure contract prior to any disclosure. The nondisclosure Master Agreement shall limit the non-County entity's use of information received or reviewed in connection with the examination and audit to work performed specifically for the benefit of County. All such material, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets, and other time and employment records, shall be kept and maintained by Contractor and shall be made available to County during the Term of this Master Agreement and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then at Contractor's option, Contractor shall either (a) provide County with access to such material at a mutually agreed upon location inside Los Angeles County, or (b) pay County for travel, per diem, and other costs and expenses incurred by County to examine, audit, excerpt, copy or transcribe such material at such outside location.

41.2 If an audit is conducted of Contractor specifically regarding the Master Agreement by any Federal or State auditor, or by an auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor Controller and the County Project Director within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided by applicable federal or state law or under the Master Agreement.

41.3 If, at any time during or after the Term of the Master Agreement, representatives of County conduct an audit of Contractor, as and to the extent permitted hereunder, regarding the Work performed under the Master Agreement, the results of such audit, including any final determination in respect of an underpayment or overpayment, if any by County under the Master Agreement, shall be provided in writing to Contractor. Contractor shall have thirty (30) calendar days to review the findings contained in such audit and notify County of any objection to the same. Such notice must include, in reasonable detail, the basis for Contractor's objection and any supporting documentation and analysis for Contractor's objection. If the parties cannot agree, within fifteen (15) calendar days of receipt of Contractor's objection to the findings contained in County's

audit, on the amount of underpayment or overpayment, if any, by County to Contractor hereunder, then either party may submit such matter to the Dispute Resolution Procedure, provided such matter shall be submitted initially, directly to the County Project Director and the Contractor Project Manager. If Contractor fails to notify County of any objection it has to the findings of County's audit within the thirty (30) day period set forth above, Contractor waives any right to object to the findings of such audit, including any determination of overpayment by County. If such audit, whether initially following a waiver by Contractor of its right of objection or upon final determination pursuant to the Dispute Resolution Procedure, finds that County's dollar liability for any such Work is less than payments made by County to Contractor, then the difference, together with County's reasonable costs of audit, shall be either repaid by Contractor to County by cash payment upon demand or, at the discretion of the County Project Director, deducted from any amounts due to Contractor from County. If such audit finds that County's dollar liability for such Work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County, but in no event shall County's payments to Contractor exceed the Maximum Contract Sum.

41.4 Failure on the part of Contractor to comply with any of the provisions of this Section 41.0 (Records and Audits) shall constitute a material breach upon which County may terminate or suspend this Master Agreement.

42.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES

Contractor shall obtain, and maintain in effect during the Term of the Master Agreement, all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, and regulations, which are applicable to Contractor's services under the Master Agreement. Contractor shall further ensure that all of its officers, employees, and agents who perform services hereunder, shall obtain and maintain in effect during the Term of the Master Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. If and to the extent requested by County, Contractor shall provide copy of each such license, permit, registration, accreditation, and certificate, in duplicate, to Contracts Manager, Sheriff's Department - Contracts Unit, 4700 Ramona Boulevard, Room 214, Monterey Park, CA 91754-2169.

43.0 NO THIRD PARTY BENEFICIARIES

Notwithstanding any other provision of the Master Agreement, Contractor and County do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of the Master Agreement, except that this Section 43.0 (No Third Party Beneficiaries) shall not be construed to diminish Contractor's indemnification obligations hereunder.

44.0 MOST FAVORED PUBLIC ENTITY

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

45.0 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate Contractor's performance under the Master Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with the terms and conditions and performance standards of the Master Agreement. Contractor deficiencies which 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 County Board of Supervisors. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Master Agreement or impose other penalties as specified in the Master Agreement.

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

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

47.0 CONTRACTOR TO NOTIFY COUNTY WHEN IT HAS REACHED 75% OF MAXIMUM CONTRACT SUM

If applicable, Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the Maximum Contract Sum. Upon occurrence of this event, Contractor shall send written notification to the County Project Director and the County Project Manager.

48.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION OR 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 under the Master Agreement, 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 or 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.

49.0 SAFELY SURRENDERED BABY LAW

49.1 Notice to Employees

Contractor shall notify and provide to its employees and shall require each subcontractor performing Work under this Master Agreement 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 (Safely Surrendered Baby Law) of this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

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

50.0 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Contractor and County agree that, during the term of this Master Agreement and for a period of one (1) 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.

51.0 PUBLIC RECORDS ACT

51.1 Any documents submitted by Contractor, all information obtained in connection with County's right to audit and inspect Contractor's documents, books, and accounting records, pursuant to Section 41.0 (Records and Audits) of this Exhibit; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are

marked "Trade Secret," "Confidential," or "Proprietary." County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

51.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid/proposal marked "Trade Secret," "Confidential," or "Proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

52.0 TRANSITIONAL JOB OPPORTUNITES PREFERENCE PROGRAM

52.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

52.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

52.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

52.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subjected to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

53.0 WAIVER

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

54.0 GOVERNING LAW, JURISDICTION, AND VENUE

The Master Agreement shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California applicable to contracts made and to be performed within that state. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California (except with respect to claims that are subject to exclusive Federal subject matter jurisdiction, as to which Contractor agrees and consents to the exclusive jurisdiction of the United States District Court of the Central District of California) for all purposes regarding the Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the Central District of the Superior Court for the County of Los Angeles, California.

55.0 SEVERABILITY

If any provision of the Master Agreement is adjudged void or invalid for any reason whatsoever, but would be valid if part of the wording thereof were deleted or changed, then such provision shall apply with such modifications as may be necessary to make it valid and effective. In the event that one or more of the provisions of the Master Agreement is found to be invalid, illegal or unenforceable in any respect, such provision shall be deleted here from and the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless the Master Agreement fails of its essential purpose because of such deletion.

56.0 RIGHTS AND REMEDIES

The rights and remedies of County provided in any given Section of this Exhibit, as well as throughout the Master Agreement, are non-exclusive and cumulative with any and all other rights and remedies under this Master Agreement, at law, or in equity.

57.0 NON EXCLUSIVITY

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

58.0 FACSIMILE

Except for the parties initial signatures to the Master Agreement, which must be provided in "original" form, and not by facsimile, County and Contractor hereby agree to regard facsimile representations of original signatures of authorized officials of each party, when appearing in appropriate places on change notices or in other correspondence, notices, etc. requiring signatures, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed thereto, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

59.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

59.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

59.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

59.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

59.4 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to County any difference between the Master Agreement amount and what County's costs would have been if the Master Agreement had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the Master Agreement; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

60.0 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PROMPT PAYMENT PROGRAM

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

61.0 TERMINATION FOR NON APPROPRIATION OF FUNDS

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

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

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

62.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206, which is attached as Exhibit H (Defaulted Property Tax Reduction Reduction Program) of the Master Agreement.

63.0 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 Section 62.0 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) above shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) calendar days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

EXHIBIT B

STATEMENT OF WORK

WORKERS COMPENSATION FRAUD INVESTIGATION SERVICES

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ATTACHMENT I – WORK ORDER

ATTACHMENT II – INVOICE

ATTACHMENT III – ACTIVITY LOG

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EXHIBIT B

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Sheriff's Department's Internal Criminal Investigations Bureau (ICIB), through its Workers' Compensation Fraud Unit, requires the as-needed services of Qualified Contractors to conduct confidential investigations and Sub-rosa surveillance of County employees suspected of workers' compensation fraud.

2.0 COUNTY RESPONSIBILITIES

2.1 WORK ORDERS

Upon determination by the Department to request as-needed Workers Compensation Fraud Investigation Services, the County Project Manager shall issue Work Orders to Qualified Contractors on a rotational basis, as needed by the Department.

2.1.1 Work Orders shall generally conform to Attachment I (Work Order) of this Exhibit B (Statement of Work) of the Master Agreement. Each Work Order shall include a service summary outline, which shall describe the particular project and the Work required for the performance thereof.

2.1.2 If Contractor is assigned to perform Work under a Work Order, Contractor shall be available to meet with County on the start date specified in the Work Order. Inability of Contractor to comply with such start date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of the County Project Director.

2.1.3 In the event Contractor defaults three (3) times under Subparagraph 2.1.2 above within a given County fiscal year, then County may terminate this Master Agreement pursuant to Section 5.0 (Termination for Default) of Exhibit A (Additional Terms and Conditions) of the Master Agreement.

2.1.4 Contractor shall not commence any Work prior to receipt of a Work Order executed by County Project Manager or designee.

2.1.5 Upon receipt of a Work Order issued and executed by the County Project Manager or designee, Contractor shall execute the Work Order and complete the Certification of Employee Status and the Declaration/Conflict of Interest forms attached to the Work Order. Work shall not begin on the case until County receives the fully executed documents.

2.2 PERSONNEL

The County shall administer the Master Agreement in accordance with Section 3 (Administration of Master Agreement – County) of the Master Agreement. As further described in Section 3 (Administration of Master Agreement – County) of the Master Agreement, specific duties of County personnel shall include but shall not be limited to:

2.2.1 County Project Director

2.2.1.1 Provide direction to the Contractor in areas relating to policy, information, and procedural requirements.

2.2.1.2 Approve and executed Change Orders in accordance with the Section 6 (Change Orders and Amendments) of the Master Agreement.

2.2.2 County Project Manager

2.2.2.1 Interface regularly with Contractor and be a resource for addressing the technical standards and requirements.

2.2.3 County Contract Program Monitor

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

2.2.3.2 Review and evaluate the employment history of the Contractor to ensure that Contractor continues to meet the standards necessary to successfully perform the Work required pursuant to this Master Agreement.

2.2.3.3 Conduct periodic reviews to ensure that Contractor's Work is performed in a professional manner consistent with the Department's standards and in compliance with Section 5.0 (Specific Work Requirements) of this Exhibit B (Statement of Work).

3.0 CONTRACTOR RESPONSIBILITIES

The Contractor shall administer the Master Agreement in accordance with Section 4.0 (Administration of Master Agreement – Contractor) of the Master Agreement and shall provide to County Project Manager the name of the investigator assigned to Work under this Master Agreement prior to performing services. As further described in Section 4 (Administration of Master Agreement – Contractor) of the Master Agreement, specific duties of Contract Project Manager shall include but shall not be limited to:

3.1 Contractor Project Manager

3.1.1 Contractor Project Manager shall have and maintain in good operating order a business telephone and cellular telephone number

where he or she may be reached on a twenty-four (24) hour per day basis. The access numbers shall be maintained and provided to the County Project Manager during the Term of this Master Agreement.

3.1.2 Contractor Project Manager shall be able to effectively communicate, in English, both verbally and in writing.

3.2 Identification Badges
Contractor's investigator shall wear a visible photo identification badge, identifying investigator by name and physical description. Such badge shall be displayed on the investigator's person at all times when he/she is on County designated property.

3.3 Materials and Equipment
The purchase of all materials and equipment to provide the needed services shall be the responsibility of Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the Contractor's investigators.

4.0 HOURS/DAYS OF WORK

Contractor's work days and hours will vary, depending on the need of the Department's ICIB, Workers' Compensation Fraud Unit.

5.0 SPECIFIC WORK REQUIREMENTS

5.1 Contractor shall provide and conduct confidential investigations of suspected fraudulent workers' compensation claims made by Department employees.

5.2 Contractor shall conduct thorough workers' compensation fraud investigations as directed by the County Project Director (ICIB Unit Commander), County Project Manager (Supervising Program Sergeant), and/or their designee.

5.3 Contractor's investigators shall be trained and certified under the laws of the State of California as private investigators and shall possess private investigator licenses as required by the California Business and Professions Code section 7521.

5.4 Contractor agrees to conduct investigations centered in the areas of Los Angeles, Kern, Orange, Riverside, San Bernardino, Ventura, and San Diego Counties and other areas as directed by the County Project Director and/or County Project Manager.

5.5 Contractor shall gather all available facts regarding the workers' compensation abuse and fraud. In doing so, Contractor must be objective and thorough, and Contractor's opinions, conclusions, and personality shall not be interjected into the investigation.

5.6 Contractor shall seek and document all available evidence during the course of Contractor's investigation. The Contractor shall immediately notify the County Project Manager or his designee concerning the evidence so efforts can be taken to lawfully seize the evidence in a timely manner.

5.7 All workers' compensation fraud investigations shall be considered confidential, and findings shall only be discussed with the County Project Director, County Project Manager, and/or their designee.

5.8 Contractor shall respond to a Work Order issued and executed by County Project Manager within 24 hours from the start date specified on the Work Order.

5.9 Prior to conducting any interview, Contractor shall review all available reports and documents contained in the ICIB investigation case file. An investigation case file, if available, will be provided to Contractor by County Project Manager at the time a Worker Order is issued to Contractor.

5.10 Contractor shall attend case briefings to review the assigned case, as requested by the County Project Director, County Project Manager, and/or their designee.

5.11 Contractor shall conduct face-to-face interviews of employee witness(es), non-employee witness(es), medical providers, and others as directed by the County Project Director, County Project Manager and/or their designee.

5.12 Contractor shall accurately identify all persons interviewed by name, employee number if applicable, date of birth, home address, telephone number, business address and telephone number, and California driver's license number.

5.13 Contractor shall be guided by prudent investigation techniques, current legislation, legal decisions, and Department policy and procedures, while striving for the highest quality investigation possible.

5.14 All interviews shall be audio recorded (digitally). The interviews shall be administered in a professional manner.

5.15 Upon completion of the investigation, Contractor shall deliver to the County Project Manager all original audiotapes and video tapes/recordings, photographs, supporting notes, and all documentation regarding the workers' compensation investigation. All information shall be the property of the Department and shall not be released verbally or in writing without explicit written authorization from the County Project Manager. Duplicate copies of any of the material are not to be made or retained by Contractor.

5.16 Contractor shall maintain all the information related to the investigation in a separate file for each investigation. Such file shall be kept in a safe and secure location that will assure confidentiality.

5.17 When subpoenaed or otherwise required by County, Contractor's investigators shall testify in court related to investigations conducted by Contractor.

5.18 Contractor shall, with County Project Manager's prior written approval, attend continuing investigator training, as necessary, to facilitate his/her performance in conducting complex workers' compensation fraud investigations. Contractor shall be compensated for all approved training at the Hourly Rate set forth in Exhibit C (Compensation Rates) of the Master Agreement for the exact hours the training is conducted. Contractor's mileage for attending training is not reimbursable.

5.19 The Department's ICIB and/or the Sheriff shall have the option to cancel any surveillance and any/all unfinished workers' compensation fraud investigations.

5.20 Contractor shall brief the County Project Director, County Project Manager, or their designee, within 24 hours on the results of interviews/surveillances, and receive further direction regarding the investigation.

5.21 Contractor shall conduct Sub-Rosa surveillance as directed by the County Project Director, County Project Manager, and/or their designee.

5.22 Contractor shall possess the ability to capture surveillance with video tape recording (digital and compact disc video formats) and/or photographic camera (digital or 35mm still camera).

5.23 Contractor shall <u>not</u> be armed with a weapon while in the performance of services for the County.

5.24 Contractor shall maintain an email address for electronic transfer of reports and other documents.

5.25 Contractor shall prepare all written documents with an acceptable word processing computer program consistent with the Department's standards, which presently utilizes Microsoft Word.

5.26 Contractor agrees that failure to respond to a Work Order, repeated failure to respond to County's inquiries regarding a Work Order, and/or Contractor's violations of the law or Department policy, may result in the termination of the Master Agreement.

6.0 CONTRACTOR REPORTING REQUIREMENTS

6.1 Contractor shall provide Workers' Compensation Fraud Investigation reports of interviews or detailed activity to the County Project Manager within seven (7) calendar days of a completed investigation.

6.2 Upon request, the Contractor shall provide a verbal status report to an authorized representative of the Department's Workers' Compensation Fraud Unit.

6.3 Contractor shall submit all completed reports to the County Project Manager for review and approval. The County Project Manager shall review the reports and note any issues that require further investigation or clarification. The County Project Manager shall return any reports, which require modification, to the Contractor for completion.

7.0 CONTRACT DISCREPANCY REPORT

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

7.2 The County Project Director will determine whether a formal Contract Discrepancy Report ("CDR") shall be issued. Upon receipt of a CDR, the Contractor is required to respond in writing to the County Project Director within ten (10) Business Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Director within twenty (20) Business Days. A sample of the CDR form is attached as Attachment IV (Contract Discrepancy Report) of this Exhibit B (Statement of Work).

ATTACHMENT I

WORK ORDER

WORKERS COMPENSATION FRAUD INVESTIGATION SERVICES
WORK ORDER

_____
CONTRACTOR

Work Order No. _____ County Master Agreement No. _____

☐ County Project Director ☐ County Project Manager

Issued By _____ Start Date _____

Signature: _____

I. GENERAL

Contractor shall conduct confidential investigations and Sub-rosa surveillance of County employees suspected of workers' compensation fraud as needed by the Sheriff's Department. Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in this Work Order and shall comply with all the terms and conditions of Contractor's Master Agreement, including Exhibit B (Statement of Work). In the event that Contractor, during the course of this investigation, discovers that Contractor or its assigned investigator may have a potential conflict of interest with the subject(s) named herein or other involved persons, Contractor shall immediately notify County Project Manager either verbally or in writing . In such event that Contractor is required by County to disqualify Contractor from completing the Work Order, Contractor shall be compensated only for those hours worked prior to the discovery date of the conflict.

II. EMPLOYEE INFORMATION

Employee Name _____Employee No._____Phone No. _____

Primary Address _____

DOB: _____ ☐ Photo Attached or Physical Description

Male ___ Race _____ Ht. _____ Wt. _____

Female ___ Hair _____ Eyes _____

Unit of Assignment _____

Job Title_____ Date of Hire _____

Work Order No. _____ County Master Agreement No. _____

III. INJURY INFORMATION

Date of Injury _____

Location of Occurrence _____

Nature and Circumstances of Reported Injury _____

Nature of Total Temporary Disability/Work _____

IV. INVESTIGATIVE ACTIVITIES

Interview/Statement	Obtain	Photo(s)
Mark Applicable	Mark Applicable	
☐ Employee Witness(es)	☐ WCAB Records**	☐ Sub-rosa*
☐ Co-Workers	☐ Medical Records	☐ Stills
☐ Non-Employee Witness(es)	☐ Other	
☐ Supervisor	☐ Other _____	
☐ Doctor(s)		
☐ Other		
☐ Other		
☐ Other _____		

* Requires Prior Approval by County Project Director or County Project Manager

** Worker's Compensation Appeal Board (WCAB)

Work Order No. _____ County Master Agreement No. _____

Special Instructions:

- Please conduct ___ hours of surveillance over a __ day period. Please vary hours of surveillance (8 a.m. to 5 p.m. and noon to 8 p.m.)
- Provide video of claimant's general daily activities.
- Submit written report of results of Sub-rosa surveillance investigation.
- Please contact Sergeant _____ at _____ for further direction after establishing initial surveillance.
- Please code video with date and time stamp.
- Each hour of surveillance obtain video tape of location.
- Make handwritten notes during surveillance as appropriate. Turn off audio to video recording. Do not narrate the video.

V. PAYMENT

Contractor shall submit all invoices under this Work Order as set forth in Section 10.0 (Invoices and Payments) of the Master Agreement.

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.

Contractor's signature on this Work Order confirms Contractor's awareness of, and agreement with, the provisions of Paragraph 5.5 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work provided to County (1) other than as specified in the Master Agreement, and/or (2) that goes beyond the scope of work authorized in this Work Order, and/or (3) that extends beyond the termination or expiration of the Master Agreement, REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR	**COUNTY OF LOS ANGELES**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Work Order No. _____ County Master Agreement No. _____

WORKERS COMPENSATION FRAUD INVESTIGATION SERVICES
CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County with Contractor's fully executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

_____
CONTRACTOR

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's self-employed/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 this Work Order.

SELF-EMPLOYED/EMPLOYEE(S)

1. _____

2. _____

3. _____

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

Work Order No. _____ County Master Agreement No. _____

WORKERS COMPENSATION FRAUD INVESTIGATION SERVICES DECLARATION

(Note: This certification is to be executed and returned to County with Contractor's fully executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONFLICT OF INTEREST

I hereby certify and warrant that I have no direct or indirect interest in any persons outlined in the Work Order who may be subject to investigation. I further warrant that I am not now aware of any facts which create a conflict of interest. If I hereafter become aware of any facts which might reasonably be expected to create a conflict of interest, I shall immediately make full written disclosure of such facts to the County's Project Director. Full written disclosure shall include, but not be limited to, identification of all persons who may be subject to investigation, and a complete description of all relevant circumstances creating a conflict of interest. If the Sheriff's Department determines that a conflict of interest exists, I shall disqualify myself from executing the Work Order.

CONFIDENTIALITY

I hereby agree not to divulge to any unauthorized person any data, information, or materials obtained, disclosed or related to this Work Order. I agree to promptly execute and return to the Sheriff's Department's representative all papers, instruments, and other documents related to the Work of this Work Order Number _____.

I further warrant and represent that all statements/declarations made herein are truthful and factual and I accept full, sole, and legal responsibility for such.

Signed: _____ Date: _____

Printed Name: _____

ATTACHMENT II

INVOICE

WORKERS' COMPENSATION FRAUD INVESTIGATION SERVICES

INVOICE

CONTRACTOR: _____ **MASTER AGREEMENT#**_____

INVESTIGATOR'S NAME: _____

ADDRESS: _____ **TELEPHONE#** _____

PERIOD OF PERFORMANCE DATES: _____

Work Order Number	Total Hours Worked	Rate per Hour	Total Hourly Amount Due
		$60.00	

Work Order Number	Total Mileage	Rate per Mile	Total Mileage Amount Due
		.53*	

Work Order Number	Total Parking Amount	Total Parking Expense Due

***NOTE: MILEAGE WILL BE PAID AT THE RATE ESTABLISHED BY THE COUNTY AUDITOR CONTROLLER PURSUANT TO LOS ANGELES COUNTY CODE, SECTION 5.40.190-5.40.290.**

PARKING CLAIMS WILL ONLY BE PAID WHEN ACCOMPANIED BY A PARKING RECEIPT. HOURS WORKED, MILEAGE, AND PARKING CLAIMS SHALL BE DOCUMENTED ON THE ACTIVITY LOG AND ATTACHED TO THE INVOICE.

_____ _____

CONTRACTOR DATE COUNTY PROJECT MANAGER DATE

ATTACHMENT III

ACTIVITY LOG

WORKERS COMPENSATION FRAUD INVESTIGATOR SERVICES

ACTIVITY LOG

Contractor Investigator Name: _____ Master Agreement Number: _____

Month: _____ Year: _____

Date	Hours Start/End	Total Hours	Mileage Start/End	Total Mileage	Total Parking	Work Order No.	Status

ATTACHMENT IV

CONTRACT DISCREPANCY REPORT

WORKERS' COMPENSATION FRAUD INVESTIGATION SERVICES
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES: **Prepared:** _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

_____ _____

Signature of County Representative Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

_____

_____

_____ _____

Signature of Contractor Representative Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

_____

_____

_____ _____

Signature of County Representative Date

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date: _____

Contractor Representative's Signature and Date: _____

EXHIBIT C

COMPENSATION RATES

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT
WORKERS' COMPENSATION FRAUD INVESTIGATION SERVICES

Compensation Rates

CONTRACTOR: _____

HOURLY RATE: $60.00 per hour

NOTE: MILEAGE WILL BE PAID AT THE RATE ESTABLISHED BY THE COUNTY AUDITOR CONTROLLER. PURSUANT TO LOS ANGELES COUNTY CODE, SECTION 5.40.190-5.40.290. PARKING WILL BE PAID WHEN ACCOMPANIED WITH A PARKING RECEIPT. HOURS WORKED, MILEAGE AND PARKING CLAIMS SHALL BE SUBMITTED ON THE ACTIVITY LOG (ATTACHMENT III), AND ATTACHED TO THE INVOICE.

_____ _____

CONTRACTOR'S SIGNATURE **DATE**

_____

CONTRACTOR'S TITLE

EXHIBIT D

INVOICE DISCREPANCY REPORT (IDR)

INVOICE DISCREPANCY REPORT

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

   Today's Date: _____

   Contractor: _____

   Phone Number: _____

   Date of Subject Invoice: _____

   Description of Issues with Subject Invoice:

   _____

   _____

   _____

   Signed: _____ Date: _____
   County Project Manager

2. **REVIEWED**:

   Signed: _____ Date: _____
   County Project Director

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

   Date received from County Project Manager: _____

   Explanation regarding Issues with Subject Invoice: _____

   _____

   _____

   Corrective Action Taken: _____

   _____

   _____

   Signed: _____ Date: _____
   Contractor Project Director

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

   _____

   _____

   _____

5. **Approved by COUNTY**:

   _____ Date: _____

   _____ Date: _____

6. **Contractor Notified on**_____ (Date)

INSTRUCTIONS
County Project Manager: Forward IDR to the Contractor for investigation and response.
Contractor: Must respond to County Project Manager in writing within ten (10) days of receipt of IDR.
County Project Manager: Forward completed IDR to Contracts Unit.

EXHIBIT E

Contractor's Employee Acknowledgement and Confidentiality Agreement

CONTRACT FOR

WORKER'S COMPENSATION FRAUD INVESTIGATION SERVICES

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____

Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

Initials of Signer _____

EXHIBIT F

CONTRACTOR'S EEO CERTIFICATION

WORKERS COMPENSATION FRAUD INVESTIGATION SERVICES
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: _____

EXHIBIT G

CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

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).

EXHIBIT I

IRS NOTICE 1015

Exhibit I

IRS NOTICE 1015
(Obtain latest version from IRS website)
http://www.irs.gov/pub/irs-pdf/n1015.pdf

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than $39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at *www.irs.gov* or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of $825, he or she must file a 2007 tax return to get the $825 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

EXHIBIT H

DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Title 2 ADMINISTRATION
Chapter 2.206.010 through 2.206.080
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

2.206.010 Findings and declarations.
2.206.020 Definitions.
2.206.030 Applicability.
2.206.040 Required solicitation and contract language.
2.206.050 Administration and compliance certification.
2.206.060 Exclusions/Exemptions.
2.206.070 Enforcement and remedies.
2.206.080 Severability.

2.206.010 Findings and declarations.

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.020 Definitions.

The following definitions shall be applicable to this chapter:
A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.030 Applicability.

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.040 Required solicitation and contract language.

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:
A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.050 Administration and compliance certification.

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County

Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.060 Exclusions/Exemptions.

A. This chapter shall not apply to the following contracts:
1. Chief Executive Office delegated authority agreements under $50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under $100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth 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
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

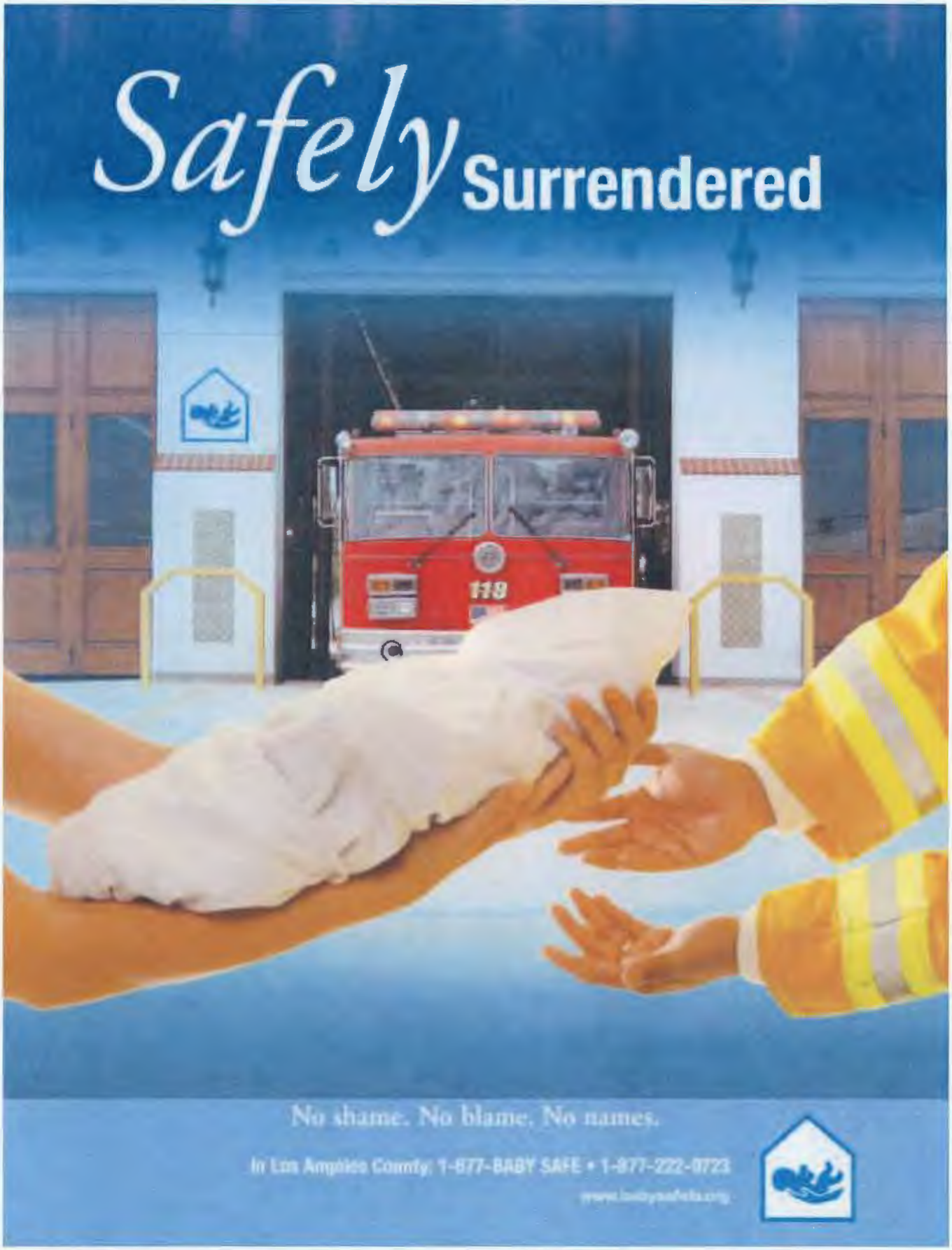
2.206.070 Enforcement and remedies.

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For 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; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

2.206.080 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. No. 2009-0026 § 1 (part), 2009.)


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

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
119
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

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.

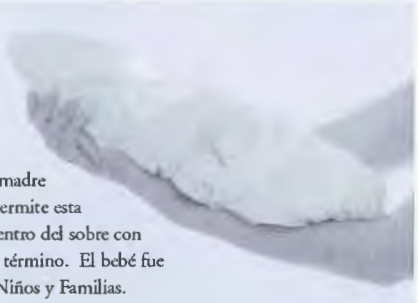
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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.

EXHIBIT K

SUBSEQUENT EXECUTED WORK ORDERS INCORPORATED BY REFERENCE