



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE OPERATIONS CLUSTER

DATE: August 11, 2021
TIME: 2:00 p.m. – 4:00 p.m.
LOCATION: **TELECONFERENCE CALL-IN NUMBER: 1(323)776-6996**
TELECONFERENCE ID: 605696861#

To join via phone, dial 1(323)776-6996, then press 605696861#.

YOU CAN ALSO JOIN THIS MEETING BY CLICKING ON THE FOLLOWING LINK:

[Click here to join the meeting](#)

**DUE TO THE CLOSURE OF ALL COUNTY BUILDINGS, MEMBERS OF THE PUBLIC
WILL NEED TO CALL IN TO PARTICIPATE IN THE MEETING.**

AGENDA

Members of the Public may address the Operations Cluster on any agenda item after all Informational Items are presented.
Two (2) minutes are allowed for each item.

1. **Call to order – Tamela Omoto-Frias/Anthony Baker**
2. **INFORMATIONAL ITEM(S):**
(5 minutes)
 - A) Board Letter:
APPROVAL OF AN ORDINANCE TO AMEND LOS ANGELES COUNTY CODE TITLE 2 ADMINISTRATION TO IMPLEMENT A FILING FEE FOR ASSESSMENT APPEAL APPLICATIONS
BOS/EO – Edward Yen, Assistant Executive Officer, and
Kathy Markarian, Deputy Executive Officer
 - B) Board Letter:
APPROVAL TO UTILIZE FUNDS FROM THE COUNTY'S INFORMATION TECHNOLOGY FUND FOR THE IMPLEMENTATION OF AN LA COUNTY LIBRARY CHATBOT AND APPROVE AN APPROPRIATION ADJUSTMENT FISCAL YEAR 2021-22
LA COUNTY LIBRARY– Jesse Walker-Lanz, Assistant Director Public Services and Binh Le, Department Chief Information Officer

CONTINUED ON PAGE 2

- C) Board Letter:
REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF
EXECUTIVE OFFICER TO NEGOTIATE AND EXECUTE REAL
ESTATE AGREEMENTS AT COUNTY-OWNED COMMUNICATION
SITE: OAT MOUNTAIN NIKE, CHATSWORTH
CEO/RE – Michael Rodriguez, Section Chief, County-Owned Property
- D) Board Letter:
APPROVE THE PROPOSED EIGHT-YEAR LEASE AMENDMENT FOR
OFFICE AND PARKING SPACE OF THE DEPARTMENT OF PUBLIC
SOCIAL SERVICES AT 27233 CAMP PLENTY ROAD, CANYON
COUNTRY
CEO/RE – Michael Navarro, Section Chief, Lease Acquisition Section
- E) Board Letter:
APPROVAL OF MODEL MASTER AGREEMENT FOR INVESTIGATION
SERVICES FOR THE DEPARTMENT OF HUMAN RESOURCES
PERSONNEL AND EQUITY INVESTIGATIONS
DHR – Jeffrey Tend, Assistant Director

3. **PRESENTATION/DISCUSSION ITEMS:**

None available.

4. **Public Comment**
(2 minutes each speaker)

5. **Adjournment**

FUTURE AGENDA TOPICS

CALENDAR LOOKAHEAD:

- A) MVA – APPROVAL TO UTILIZE INFORMATION TECHNOLOGY
FUNDS FOR IMPLEMENTATION OF MILITARY AND VETERANS
AFFAIRS WEBSITE REDESIGN AND APPROVE AN APPROPRIATION
ADJUSTMENT FISCAL YEAR 2021-22
- B) RR/CC – NOTIFICATION OF INTENT TO ENTER INTO
NEGOTIATIONS FOR SOLE SOURCE CONTRACT WITH ELECTION
SYSTEMS AND SOFTWARE, INC. (ES&S) FOR INCOMING VOTE BY
MAIL (VBM) AUTOMATED SIGNATURE VERIFICATION SERVICES
- C) AUDITOR-CONTROLLER – REQUEST TO APPROVE THE ANNUAL
STATEMENT OF THE WILLIAM S. HART ENDOWMENT AND INCOME
FUNDS

CONTINUED ON PAGE 3

- D) ISD – REQUEST APPROVAL TO AWARD AND EXECUTE MASTER AGREEMENTS FOR COUNTYWIDE SMALL OFFICE EQUIPMENT REPAIRS
- E) CEO – BLUE RIBBON COMMISSION (PLACE HOLDER)

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	8/11/2021							
BOARD MEETING	8/31/2021							
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No							
SUPERVISORIAL DISTRICT AFFECTED	All Districts – 3 Votes							
DEPARTMENT	Board of Supervisors, Executive Office							
SUBJECT	Approve and adopt an ordinance amendment to implement a nonrefundable filing fee of \$46 for processing assessment appeal applications, with a fee waiver for applicants who would qualify based upon financial hardship.							
PROGRAM	Assessment Appeals Applications							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	N/A							
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: Estimated cost is fully offset by the revenue generated by the fee.</td> <td style="width: 50%;">Funding source: Funding for this request was included in the Executive Office's FY 2021-22 Final Changes Budget request.</td> </tr> <tr> <td colspan="2">TERMS (if applicable): Implement a nonrefundable filing fee of \$46 for assessment appeal applications, with a fee waiver for applicants who qualify for financial hardship.</td> </tr> <tr> <td colspan="2">Explanation: The filing fee was implemented to offset the administrative costs associated with processing assessment appeal applications and administering the filing fee and fee waiver.</td> </tr> </table>		Total cost: Estimated cost is fully offset by the revenue generated by the fee.	Funding source: Funding for this request was included in the Executive Office's FY 2021-22 Final Changes Budget request.	TERMS (if applicable): Implement a nonrefundable filing fee of \$46 for assessment appeal applications, with a fee waiver for applicants who qualify for financial hardship.		Explanation: The filing fee was implemented to offset the administrative costs associated with processing assessment appeal applications and administering the filing fee and fee waiver.	
Total cost: Estimated cost is fully offset by the revenue generated by the fee.	Funding source: Funding for this request was included in the Executive Office's FY 2021-22 Final Changes Budget request.							
TERMS (if applicable): Implement a nonrefundable filing fee of \$46 for assessment appeal applications, with a fee waiver for applicants who qualify for financial hardship.								
Explanation: The filing fee was implemented to offset the administrative costs associated with processing assessment appeal applications and administering the filing fee and fee waiver.								
PURPOSE OF REQUEST	Implement a filing fee to offset administrative cost of processing applications and implement a fee waiver to allow all constituents the ability to file an assessment appeals application regardless of their ability to pay.							
BACKGROUND (include internal/external issues that may exist)	<ul style="list-style-type: none"> •The Assessment Appeals Board holds quasi-judicial hearings to equalize property valuations when a taxpayer disagrees with the Assessor's determination of value. •On August 4, 2020 the Board instructed the Department to consider implementing filing fees. •\$46 filing fee approved by A-C, includes the required staff and supplies to process assessment appeal applications (including fee/waiver), and comparable to other counties' fees (\$30 to \$86). •To minimize impact to low income constituents, a fee waiver will be offered for those who qualify (financial hardship). Applicants must certify that they meet one of the following to qualify (1) Receives public benefit (e.g., Medi-Cal, Food Stamps, SSI, etc.); (2) Gross monthly household income is 200% or less of the current poverty guidelines; and (3) Attests that paying the fee would cause undue financial hardship. 							
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> • Edward Yen, Assistant Executive Officer, Technology, Planning and Operations, (213) 633-5598, eyen@bos.lacounty.gov • Kathy Markarian, Deputy Executive Officer, Board Operations (213) 974-0935, kmarkarian@bos.lacounty.gov 							

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORS

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 383
LOS ANGELES, CALIFORNIA 90012
(213) 974-1411 • www.bos.lacounty.gov

CELIA ZAVALA
EXECUTIVE OFFICER

MEMBERS OF THE BOARD

HILDA L. SOLIS
HOLLY J. MITCHELL
SHEILA KUEHL
JANICE HAHN
KATHRYN BARGER

August 31, 2021 **(DRAFT)**

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

Dear Supervisors:

**APPROVAL OF AN ORDINANCE TO AMEND LOS ANGELES COUNTY CODE
TITLE 2 ADMINISTRATION TO IMPLEMENT A FILING FEE FOR ASSESSMENT
APPEAL APPLICATIONS
(ALL DISTRICTS - 3 VOTES)**

SUBJECT

Recommendation to approve and adopt an ordinance amendment to implement a nonrefundable filing fee of \$46 for assessment appeal applications, with a fee waiver for applicants who would qualify based upon financial hardship as described in the proposed ordinance.

IT IS RECOMMENDED THAT THE BOARD AFTER THE PUBLIC HEARING,

Introduce, waive reading and adopt the attached ordinance amending the Los Angeles County Code Title 2 – Administration relating to the Assessment Appeals Board to:

1. Implement a nonrefundable filing fee in the amount of \$46 for assessment appeal applications;
2. Adopt a fee waiver for applicants who are receiving public benefits, low-income, or where paying the fee would cause undue financial hardship, as set forth in the ordinance; and

3. Authorize the Executive Office to adjust the fee annually based on the Consumer Price Index (CPI).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Assessment Appeals Board holds quasi-judicial hearings to equalize property valuations when a taxpayer disagrees with the Assessor's determination of value. The taxpayer, or their agent, may file the prescribed Assessment Appeal Application form (Form AAB 100) with the clerk of the Assessment Appeals Board to request a hearing.

Assessment appeal applications are filed with the clerk of the Assessment Appeals Board who is responsible for validating the timeliness and completeness of all applications in accordance with specific guidelines established by your Board and the State Board of Equalization. Once an application is determined to be valid, the clerk of the Assessment Appeals Board schedules it for hearing and sends notice to the parties. At this time, Los Angeles County does not charge a fee for filing and processing of assessment appeal applications.

On August 4, 2020, your Board instructed my office, in consultation with County Counsel, to report back regarding, among other subjects, the implementation of filing fees to offset administrative costs. On September 18, 2020, we reported back to your Board with a cost analysis and comparison of application filing fees charged by other counties. We now plan to implement a \$46 filing fee, effective October 1, 2021. This fee is based on the estimated cost to process assessment appeal applications and is comparable to other counties' filing fee which range from \$30.00 to \$86.00. The fee was calculated using standard County fee calculation procedures and is designed to recover administrative costs of processing the applications. To minimize the impact to low income constituents, a fee waiver will be offered for applications filed by taxpayers who receive public benefits, are low-income (defined as income that is 200 percent or less of the federal poverty guidelines), or where paying the fee would cause undue financial hardship, including the inability to pay for basic household needs or where mortgage-related expenses are more than 30 percent of total income

The proposed \$46 filing fee has been reviewed and approved by the Auditor-Controller.

The proposed fee ordinance also includes discretionary authority to adjust the filing fee from year to year as necessary based on the CPI to ensure that the administrative costs over time are covered by the fee. Such a fee adjustment feature is currently present in a number of existing county fee ordinances.

Implementation of Strategic Plan Goals

This ordinance is consistent with the principles of County Strategic Plan Strategy III.3 – Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

Implementation of the filing fee and waiver will require the Assessment Appeals Board to hire two additional staff to maintain the increased workload. The cost for the two additional staff is included in the Auditor-Controller's approved rate of \$46. We anticipate that the estimated cost to process assessment appeal applications and administer the filing fee will be offset by the revenue generated and would therefore be cost neutral for the County. This request will be included in the Executive Office's Fiscal Year 2021-22 Final Changes Budget submission.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 16 of Article XIII provides that a county's board of supervisors may promulgate rules for the conduct of appeals boards. In relevant part, that section provides: County boards of supervisors shall fix the compensation for members of assessment appeals boards, furnish clerical and other assistance for those boards, adopt rules of notice and procedures for those boards as may be required to facilitate their work and to insure uniformity in the processing and decision of equalization petitions, and may provide for their discontinuance.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no anticipated impact on current services as a result of these actions.

Respectfully submitted,

CELIA ZAVALA
Executive Officer, Board of Supervisors

CZ:JG:KM:EY

Enclosures

c: Chief Executive Officer
County Counsel



COUNTY OF LOS ANGELES
OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012-2713

TELEPHONE
(213) 974-1834
FACSIMILE
(213) 613-4751
TDD
(213) 633-0901

RODRIGO A. CASTRO-SILVA
County Counsel

July 20, 2021

Celia Zavala, Executive Officer
Board of Supervisors, Executive Office
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

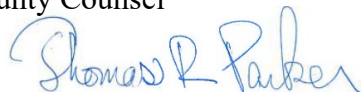
**Re: Ordinance Adding Section 2.44.130 – Assessment Appeals
Board Application Fee Ordinance of the Los Angeles County
Code**

Dear Ms. Zavala:

As requested, this office prepared Section 2.44.130 of Title 2 – Assessment Appeals Board Application Fee of the Los Angeles County Code to add and implement a filing fee of \$46 for assessment appeal applications, with a fee waiver for applications filed by applicants who are receiving public benefits, low-income, or where paying the fee would cause undue financial hardship, as set forth in the ordinance. The enclosed analysis and ordinance may be presented to the Board of Supervisors for its consideration after a duly noticed public hearing.

Very truly yours,

RODRIGO A. CASTRO-SILVA
County Counsel

By 
THOMAS R. PARKER
Deputy County Counsel
Property Division

APPROVED AND RELEASED:


NICOLE DAVIS TINKHAM
Chief Deputy

TRP:bh

Enclosures

c: Fesia Davenport, Chief Executive Officer

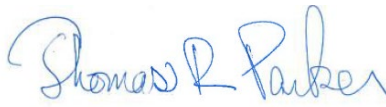
REVISED

ANALYSIS

This ordinance amends Title 2 – Administration, of the Los Angeles County Code, to implement a filing fee of \$46 for assessment appeal applications, with a fee waiver for applications filed by applicants who ~~would qualify for a waiver of court fees and costs based upon financial hardship pursuant to Government Code section 68632~~are receiving public benefits, low-income, or where paying the fee would cause undue financial hardship, as set forth in the ordinance.

Very truly yours,

RODRIGO A. CASTRO-SILVA
County Counsel

By 
THOMAS PARKER
Deputy County Counsel
Property Division

TRP:bh

Requested: 04/13/21

Revised: ~~04/16/21~~ 07/19/21

REVISED

ORDINANCE NO. _____

An ordinance amending Title 2 – Administration, of the Los Angeles County Code to implement a filing fee of \$46 for assessment appeal applications, with a fee waiver for applications filed by applicants who ~~would qualify for a waiver of court fees and costs based upon financial hardship pursuant to Government Code section 68632~~are receiving public benefits, low-income, or where paying the fee would cause undue financial hardship, as set forth in the ordinance.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 2.44.130 is hereby added to read as follows:

2.44.130 Fees for Filing Assessment Appeal Application and Fee Waiver Request.

A. Filing Fee. Effective July 2, 2021, applicants filing a property tax appeal application must pay a filing fee of \$46 per application. This fee is nonrefundable and shall be charged and collected for each application filed with the clerk of the Assessment Appeals Board.

Beginning on July 2, 2022, and thereafter on each succeeding July 1, the amount of each fee in this section may be adjusted by the lesser of (1) the increase, if any, in the Consumer Price Index ("CPI") for all urban consumers in the Los Angeles area, as published by the United States Government Bureau of Labor Statistics, from the previous calendar year to the current calendar year, or (2) the increase, if any, in the cost of providing the service for which the fee is collected, as confirmed by the auditor-controller; the adjusted fee shall be rounded to the nearest dollar; provided, however,

notwithstanding the above, no fee shall exceed the cost of providing the service for which the fee is collected.

B. Fee Waiver. Applicants ~~meeting the requirements of California Government Code section 68632~~ may request and receive a waiver of the appeal application fee from the clerk of the assessment appeals board if the applicant meets one or more of the following criteria:

1. Receives public benefits from at least one of the following programs:

a. Supplemental Security Income (SSI) and State Supplementary Payment (SSP) (Article 5 (commencing with section 12200) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code);

b. California Work Opportunity and Responsibility to Kids Act (CalWORKs) (Chapter 2 (commencing with section 11200) of Part 3 of Division 9 of the Welfare and Institutions Code) or a federal Tribal Temporary Assistance for Needy Families (Tribal TANF) grant program (section 10553.25 of the Welfare and Institutions Code);

c. Supplemental Nutrition Assistance Program (Chapter 51 (commencing with section 2011) of Title 7 of the United States Code) or the California Food Assistance Program (Chapter 10.1 (commencing with section 18930) of Part 6 of Division 9 of the Welfare and Institutions Code);

d. County Relief, General Relief (GR), or General Assistance (GA) (Part 5 (commencing with section 17000) of Division 9 of the Welfare and Institutions Code);

e. Cash Assistance Program for Aged, Blind, and Disabled Legal Immigrants (CAPI) (Chapter 10.3 (commencing with section 18937) of Part 6 of Division 9 of the Welfare and Institutions Code);

f. In-Home Supportive Services (IHSS) (Article 7 (commencing with section 12300) of Chapter 3 of Part 3 of Division 9 of the Welfare and Institutions Code); or

g. Medi-Cal (Chapter 7 (commencing with section 14000) of Part 3 of Division 9 of the Welfare and Institutions Code).

2. Monthly income is two hundred percent (200%) or less of the current poverty guidelines updated periodically in the Federal Register by the United States Department of Health and Human Services under the authority of paragraph (2) of section 9902 of Title 42 of the United States Code.

3. Attests that paying the fee would cause undue financial hardship, which includes where the applicant's mortgage-related expenses are more than thirty percent (30%) of total income, or the inability to pay for basic household needs, defined as utilities, food, clothing, mortgage-related expenses, health care expenses, transportation expenses. For the purposes of this subsection, mortgage-related expenses include principal and interest, property taxes, and home insurance.

A fee waiver request must be in writing, signed under penalty of perjury, and submitted to the clerk of the assessment appeals board on the form provided for that purpose. Documentation verifying eligibility may be requested by the clerk of the assessment appeals board at the time of application or thereafter.

[244130TPCC]

EXECUTIVE OFFICE – BOARD OF SUPERVISORS

AGENDA ENTRY

DATE OF MEETING	July 27, 2021
DEPARTMENT NAME:	ASSESSMENT APPEALS BOARD
BOARD LETTERHEAD:	ASSESSMENT APPEALS BOARD
SUPERVISORIAL DISTRICT AFFECTED:	ALL
VOTES REQUIRED:	3
CHIEF INFORMATION OFFICER'S RECOMMENDATION:	<input type="checkbox"/> APPROVE <input type="checkbox"/> APPROVE WITH MODIFICATION <input type="checkbox"/> DISAPPROVE

***** ENTRY MUST BE IN MICROSOFT WORD *****

Instructions: To comply with the Brown Act requirement, the reader should fully understand what the department is asking the Board to approve. The recommendation must describe what the action is for, with whom the action is being taken, fiscal impact, including money amounts, funding sources and effective dates. Also, include an instruction for the Chair(man) or Director to sign when such signature is required on a document.

Recommendation: Ordinance for adoption amending the Los Angeles County Code, Title 2 – Administration, to implement a filing fee of \$46 for assessment appeal applications, with a fee waiver for applications filed by applicants who are receiving public benefits, low-income, or where paying the fee would cause undue financial hardship, as set forth in the ordinance. (Assessment Appeals Board)

AAB - Cost Analysis

Fiscal Year 2020-21

		FY 2020-21 Estimate	Comments
<u>FTE</u>		5.0	2.0 FTEs new
<u>Salaries</u>			
1.0	1099A Intermediate Board Specialist	\$ 70,291	New
1.0	1100A Senior Board Specialist	\$ 78,344	New
1.0	1100A Senior Board Specialist	\$ 78,344	AAB Staff - 100%
1.0	1099A Intermediate Board Specialist	\$ 70,291	AAB Staff - 100%
1.0	1099A Intermediate Board Specialist	\$ 70,291	AAB Staff - 100%
5.0	Total Salaries	\$ 367,560	
	Top Step Variance Factor	99.9037%	Top step variance 99.9037% for 20-21 BOS
	Adjusted Total Salaries	\$ 367,206	
<u>S&S (Ongoing) (Recurring Costs)</u>			
	Office Supplies	\$ 30,000	
	Filing Fees Support	\$ 57,600	Temporary Staff
	Total S&S (Ongoing)	\$ 87,600	
	Total Salaries and S&S	\$ 454,806	

Proposed Filing Fees

Adjusted Total Salaries	\$	367,206	All based on adjusted total salaries, excluding S&S.
Total S&S (Ongoing)	\$	87,600	
Overhead Rate (AAB), including direct EBs (1)	101.204%	\$ 371,627	Adjusted total salaries x 101.204% (Group III)
Total Cost (Direct & Indirect)	\$	826,433	
E-Filed & Mailed Filings		17,823	Used Average from 2018 & 2019
Filing Cost / Fee	\$	46.37	
Final fee (rounded down):	\$	46.00	

(1) OH Rates include:

EMPLOYEE BENEFITS (direct)
 ADMINISTRATIVE OVERHEAD (includes indirect EBs)
 AEO OVERHEAD (includes indirect EBs)
 DEO OVERHEAD (includes indirect EBs)
 DIVISION OVERHEAD (includes indirect EBs)

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	8/11/2021	
BOARD MEETING	8/31/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	ALL	
DEPARTMENT	LA County Library	
SUBJECT	Develop and Implement LA County Library Chatbot	
PROGRAM		
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	IT Investment Board requires prompt use of funds.	
COST & FUNDING	Total cost: \$200,000	Funding source: County's Information Technology Infrastructure Fund (ITF)
	TERMS (if applicable):	
	Explanation: The IT Investment Board approved this use of ITF funds on June 9, 2021.	
PURPOSE OF REQUEST	Approve the use of ITF funds to acquire and implement Chatbot to answer routine, basic, and repetitive customer inquiries for 85 libraries.	
BACKGROUND (include internal/external issues that may exist)	LA County Library with its 85 community libraries provides library service to over 3.4 million residents living in unincorporated areas and to residents of 49 of the 88 incorporated cities of Los Angeles County, with a service area that extends over 3,000 square miles. LA County Library receives nearly 16,000 customer calls each week, many of the calls are for routine informational inquiries regarding library locations and hours, resetting account PINs, as well as inquiries about holds on materials and renewals. The Library is proposing the use of an automated conversational agent, otherwise known as a Chatbot, to answer hundreds of these routine inquiries. Customers will be able to communicate with the Chatbot by text, voice, mobile or messenger, 24 hours a day, 7 days a week, and in 22 languages. Using key words, phrases, application program interfaces, and locally programmed databases, the Chatbot will easily return answers for basic inquiries freeing up staff time to handle more complex customer needs and reference questions.	
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Jesse Walker-Lanz, Assistant Director Public Services, 562.940.8409, JLanz@library.lacounty.gov Binh Le, Department Chief Information Officer, 562.940.8418, BLe@library.lacounty.gov 	

August 31, 2021

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

Dear Supervisors:

**APPROVAL TO UTILIZE FUNDS FROM THE COUNTY'S INFORMATION
TECHNOLOGY FUND FOR THE IMPLEMENTATION OF AN LA COUNTY LIBRARY
CHATBOT AND APPROVE AN APPROPRIATION ADJUSTMENT
FISCAL YEAR 2021-22
(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

CIO RECOMMENDATION: APPROVE (X)

SUBJECT

The LA County Library (Library) is requesting Board approval of an appropriation adjustment and authorization to utilize \$200,000 in one-time funding from the County's Information Technology Infrastructure Fund (ITF) to acquire and implement a Chatbot to answer basic and repetitive customer inquiries received at its 85 libraries.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the use of \$200,000 from the ITF for the acquisition and implementation of a Chatbot to answer the most basic and repetitive customer inquiries at County libraries.
2. Approve a Fiscal Year 2021-22 appropriation adjustment in the ITF to reallocate \$200,000 from Services and Supplies (S&S) to Other Financing Uses, and to increase the Library's S&S budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Library provides service to over 3.4 million residents living in unincorporated areas and to residents of 49 of the 88 incorporated cities of Los Angeles County and receives

7400 E Imperial Highway, Downey, CA 90242 | 562.940.8400 | LACountyLibrary.org



COUNTY OF LOS ANGELES SUPERVISORS

HILDA L. SOLIS
1st District

HOLLY J. MITCHELL
2nd District

SHEILA KUEHL
3rd District

JANICE HAHN
4th District

KATHRYN BARGER
5th District

nearly 16,000 customer calls each week. Many of the 16,000 calls received are routine informational inquiries regarding library locations and hours, resetting account PINs, as

well as inquiries about holds on materials and renewals. The Library is proposing the use of an automated conversational agent, otherwise known as a Chatbot, to answer hundreds of these routine inquiries. Customers can communicate with the Chatbot by text, voice, mobile or messenger, 24 hours a day, 7 days a week, and in 22 languages. Using key words, phrases, application program interfaces, and locally programmed databases, the Chatbot will easily return answers for basic inquiries freeing up staff time to handle more complex customer needs and reference questions. Upon approval of the recommended action, the Library will proceed with the service development and implementation and anticipates being operational by June 2022.

The Library successfully communicates with customers by email, text, and telephone calls and is continually evaluating other methods to increase productivity while maintaining excellent customer service. Library and Information Technology Investment Board (ITIB) support an investment in modern Chatbot technology to produce the following measurable and observable results:

- A Chatbot will field at least 25% of Library's routine inquiries, freeing staff to spend more time on customer's more complex needs;
- Routine answers will be uniform and consistent throughout the service area while still routing more complex or local inquiries to staff who can best answer them;
- The Library will analyze Chatbot success, learning and adapting answering capabilities as the service is used; and
- Using machine learning technology, the Chatbot will continuously learn from customer interactions enabling it to determine the customers' intent with the key words and questions asked. As a result, the Chatbot will increase its success rate with each customer interaction.

Implementation of Strategic Plan Goals

The recommended action supports Strategy III.3, of the County's Strategic Plan: Pursue Operational Effectiveness, Fiscal Responsibility and Accountability, as well as the County's Strategic Technology Enterprise Objectives of Workforce Empowerment and Mobility.

FISCAL IMPACT/FINANCING

The ITF, governed by the ITIB, was established to fund Countywide projects that improve the delivery of services to the public, generate operational improvements, and improve interdepartmental or inter-agency collaboration.

The total cost to implement the Chatbot is not to exceed \$200,000. This includes the cost of acquiring and implementing the Chatbot to answer basic and repetitive customer inquiries, and technical support for the first year. The County's ITIB approved using the ITF to pay for this service. Approval of the enclosed appropriation adjustment will reallocate \$200,000 from S&S to other financing uses in the ITF and increase the Library's S&S budget for the purchase of the service and a service agreement. Ongoing support and maintenance costs of approximately \$24,000 annually will be absorbed by the Library, which includes language translation.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Library plans to develop and deploy the Chatbot on a cloud platform and will work with the Internal Services Department to competitively procure development services and a cloud platform that will meet all County information security requirements.

The Department will ensure that Chatbot can access information and critical systems without exposing the County to security threats due to outdated vulnerable systems. The Library will comply with Office of the Chief Information Officer (OCIO) established security standards and protocols for all departments that ensure effective informational and cybersecurity safeguards aligned with business needs, including a requirement that cloud platforms should undergo regular perimeter penetration testing to identify potential vulnerabilities and remediation measures.

In compliance with Board Policy 6.020 "Chief Information Office Board Letter Approval", the OCIO reviewed the information technology (IT) components (management, design, development, acquisition, expansion, or purchase of IT systems and/or related services) of this request and recommends approval. The OCIO reviewed and approved the ITIB project proposal and recommends approval. It determined that this recommended action is only requesting approval of an appropriation adjustment and does not constitute a technology related acquisition that would necessitate a formal written CIO Analysis.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Honorable Board of Supervisors
August 31, 2021
Page 4

The Library is committed to introducing innovations that improve services and realize efficiencies. Implementing a Chatbot aligns with this intent by improving customer service and increasing response time 24 hours, 7 days a week and in multiple languages.

CONCLUSION

Upon approval, the Executive Officer is requested to return one adopted copy of this letter to the Department and the CIO.

Respectfully submitted,

SKYE PATRICK
Library Director

PETER LOO
Acting, Chief Information Officer

SP:BL:GR

Enclosures

c: Auditor-Controller
Chief Executive Office
County Counsel
Executive Office

PINK

BA FORM 03252021

BOARD OF SUPERVISORS
OFFICIAL COPY

August 31, 2021

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICER

AUDITOR-CONTROLLER:

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HER RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFORE**FY 2021-22****4 - VOTES**

SOURCES		USES	
INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-2000-40033 SERVICES & SUPPLIES DECREASE APPROPRIATION		INFORMATION TECHNOLOGY INFRASTRUCTURE FUND B16-AO-6100-40033 OTHER FINANCING USES INCREASE APPROPRIATION	
	200,000		200,000
LA COUNTY LIBRARY B06-PL-96-9911-41200 OPERATING TRANSFERS IN INCREASE REVENUE		LA COUNTY LIBRARY B06-PL-2000-41200 SERVICES & SUPPLIES INCREASE APPROPRIATION	
	200,000		200,000
SOURCES TOTAL		USES TOTAL	
	\$ 400,000		\$ 400,000

JUSTIFICATION

This adjustment reflects a shift in appropriation from the Information Technology Infrastructure Fund to the LA County Library to acquire and implement a Chatbot.

Theresa Tran

Digitally signed by Theresa Tran
 DN: cn=Theresa Tran, o=CEO, ou=Admin Svcs - Budget & Fiscal,
 email=ttran@ceo.lacounty.gov, c=US
 Date: 2021.07.14 09:07:57 -0700

AUTHORIZED SIGNATURE

THERESA TRAN, MANAGER, CEO

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

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

AUDITOR-CONTROLLER

B.A. NO.

013

BY

DATE

Lanfan
July 27, 2021

☐ APPROVED AS REQUESTED☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY

DATE

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	8/11/2021	
BOARD MEETING	8/31/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	5th	
DEPARTMENT	CEO	
SUBJECT	Approval of a request for delegated authority to the Chief Executive Officer, or her designee, to approve and execute one proposed real estate license and two consents for two sublicense agreements (3 Agreements) at the County-owned communication site located at <i>Oat Mountain Nike</i> , Chatsworth, in order to allow the use of Oat Mountain by the following 3 government entities: the State of California Governor's Office of Emergency Office, the City of Glendale, and the City of Simi Valley.	
PROGRAM	The proposed three agreements provide the three government entities with the continued use of the County Oat Mountain Site, for vital law enforcement, emergency and disaster relief efforts and officer safety. This use will benefit the residents of the County of LA.	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	None. The proposed agreements will be effective and commence upon Board approval, CEO's execution and State's full execution of the proposed lease.	
COST & FUNDING	Total County compensation: \$882,898 total rent collectable over the 10-year term	Funding source: N/A Rent received will be 100% net County compensation to non-departmental Rent Revenue Account.
	TERMS (if applicable): The rent is subject to a 3 percent per annum escalation. The term is 10 years with two 5-year options to extend. The County has the right to terminate the proposed license at any time, with 180 days' notice.	
PURPOSE OF REQUEST	Approval of the recommended actions will allow Cal OES and the Cities of Glendale and Simi Valley to continue using the Oat Mountain County site for emergency communication purposes.	
BACKGROUND (include internal/external issues that may exist)	Since 1999, Cal OES has owned and operated a telecommunication tower and equipment shelter on the County owned property at Oat Mountain. There is no objection to this continued use.	
DEPARTMENTAL AND OTHER CONTACTS	Michael Rodriguez CEO- Real Estate Division 213-974-4246 Mgrodriguez@ceo.lacounty.gov	



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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

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HOLLY J. MITCHELL
Second District

SHEILA KUEHL
Third District

JANICE HAHN
Fourth District

KATHRYN BARGER
Fifth District

August 31, 2021

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

Dear Supervisors:

**REQUEST FOR DELEGATED AUTHORITY TO THE CHIEF EXECUTIVE OFFICER TO
NEGOTIATE AND EXECUTE REAL ESTATE AGREEMENTS AT
COUNTY-OWNED COMMUNICATION SITE: OAT MOUNTAIN NIKE, CHATSWORTH
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

This is a request for delegated authority to the Chief Executive Officer, or her designee, to approve and execute one proposed real estate license and two consents for two sublicense agreements (Three Agreements) at the County-owned communication site at Oat Mountain Nike, Chatsworth (Oat Mountain), in order to allow the use of Oat Mountain by the following three government entities: the State of California Governor's Office of Emergency Services (Cal OES), the City of Glendale (Glendale), and the City of Simi Valley (Simi Valley) for emergency communication purposes.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that entering into the Three Agreements set forth in Enclosure A for the use and occupancy by the three government entities at Oat Mountain are categorically exempt from the provisions of the California Environmental Quality Act (CEQA), pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and per Section 15301 of the State CEQA Guidelines (Existing Facilities).
2. Delegate authority to the Chief Executive Officer, or her designee, to approve and execute the Three Agreements, to allow the licensed and sublicensed use at the Oat Mountain site by the three government entities according to the Three Agreements.

3. Delegate authority to the Chief Executive Officer, or her designee, to negotiate, approve, execute and/or grant any other consents, ancillary documentation, sublicenses or future amendments, approved as to form by County Counsel, which are necessary to effectuate the Three Agreements and the activities permitted under the Three Agreements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Since 1999, Cal OES has owned and operated an existing telecommunications tower and equipment shelter on County property at Oat Mountain.

The purpose of this action is to enter into the Three Agreements. The license with Cal OES will have a ten-year initial term plus two consecutive five-year extension options at Oat Mountain and will include a six-month cancellation right by either party at any time. The two Sublicenses have similar terms. The proposed Three Agreements provide the three government entities with the continued use of the Cal OES tower and equipment located at Oat Mountain for vital law enforcement, emergency and disaster relief efforts and officer safety.

Cal OES' communication network connects the local San Fernando Valley area of Los Angeles County to the State buildings at downtown Los Angeles to report earthquakes, fires, and other natural disasters that may cause life endangerment and large scale destruction of properties.

Cal OES proposes to further sublicense part of its licensed area to the cities of Glendale and Simi Valley, per two sublicense agreements subject to the County's consent to the sublicenses. The cities will use Oat Mountain for maintaining their respective telecommunication facility and any other related equipment and appurtenances.

The proposed annual compensation of the master license rent and sublicense rents to be received by the County for Oat Mountain is approximately \$76,928 and all rent amounts have a fixed annual escalation of 3 percent, which amounts to an estimated total ten-year County compensation income of \$882,898. All rent includes a public agency discount based on the statewide Telecommunication Lease Rate Guideline published annually by the State. According to the Three Agreements, the County does not provide any equipment use, any utilities, any emergency power, or any ground maintenance.

Implementation of Strategic Plan Goals

The proposed Three Agreements support the Countywide Strategic Plan Goal of Realizing Tomorrow's Government Today, specifically by Embracing Digital Government for the Benefit of our Internal Customers and Communities (Strategy III.2) and Pursuing Operational Effectiveness (Strategy III.3). Upon entering into the proposed Three Agreements, the State will be in a position to continue to provide the County of LA region a public safety communications system that will maximize the effectiveness of processes, structure, and operations to support the timely delivery of customer-oriented and efficient public services, particularly in the areas of public safety.

FISCAL IMPACT/FINANCING

The rental revenue will be deposited in the County General Fund's Non-Departmental Revenue account for Real Properties, Rents, and Concessions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Three Agreements are necessary to license Oat Mountain for the continued communication use of the State and two cities with great benefits to the residents of the County of Los Angeles.

ENVIRONMENTAL DOCUMENTATION

The recommended action to continue licensing space at Oat Mountain is categorically exempt from the provisions of CEQA, pursuant to Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board on November 17, 1987, and per Section 15301 of the State of California CEQA Guidelines (Existing Facilities). In addition, the licenses will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended action will not affect any current services, and will not compromise public safety missions or disrupt vital, existing, communication services.

CONCLUSION

It is requested that the Executive Office of the Board return two certified copies of the Minute Order to the CEO, Real Estate Division at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012.

Respectfully submitted,

FAD:JMN:VBM
DL:JLC:MR:gw

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Internal Services

ENCLOSURE A

OAT MOUNTAIN

LICENSEE	SUBLICENSEE	RENT	DOCUMENT TO SIGN
CAL OES	-	\$5,406 per Month with 3% Annual Escalation	Oat Mountain-Nike Communications Site License
-	City of Glendale	30% of Rent Paid to Cal OES	Telecommunications Vault Sublicense Consent
-	City of Simi Valley	30% of Rent Paid to Cal OES	Telecommunications Vault Sublicense Consent

BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	8/11/2021	
BOARD MEETING	8/31/2021	
DELEGATED AUTHORITY BOARD LETTER	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SUPERVISORIAL DISTRICT AFFECTED	5 th	
DEPARTMENT	Public Social Services	
SUBJECT	Approve the proposed eight-year lease amendment for approximately 8,400 square feet of office space and 45 on-site parking spaces at 27233 Camp Plenty Road, Canyon Country.	
PROGRAM	General Relief, Greater Opportunities for Work (GROW), CalFresh, Greater Avenues for Independence (GAIN), CalWORKs.	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	This DPSS General Relief office has been in month-to-month holdover since July 2012 when the department originally considered a move. Since then, the department reconsidered. There is a 25% holdover fee but the ownership waived the holdover fee from December 2019 to present in light of its long-standing relationship with the County and County's desire to renew the lease. The holdover fee is specific to the current term but will not be applicable in the proposed new lease amendment.	
COST & FUNDING	<p>Total cost: \$2,478,000 estimated costs over 8 years, which includes base rent of \$1,491,840 plus utility and janitorial expenses.</p>	<p>Funding source: The rental costs will be funded by 82.88 percent State and Federal funding sources and 17.12 percent net County cost.</p>
	TERMS (if applicable): The lease includes a \$12 per square foot Base Tenant Improvement (TI) allowance, i.e., \$100,800 to refresh the premises. The proposed base rent is fixed for the term per the original lease and does not escalate. On-site parking for 45 spaces is included in the lease at no additional cost.	
	Explanation: Sufficient funding to cover the proposed lease costs including proposed rent, janitorial and utility costs for the first year will be appropriated in the Rent Expense Budget and will be billed back to Public Social Services. DPSS has sufficient funding in their Fiscal Year (FY) 2021-22 operating budget to cover the proposed rent and other costs for the first year. Beginning with FY 2022-23, ongoing funding for the proposed lease will be part of the budget for DPSS.	
PURPOSE OF REQUEST	Approval of the recommended action will authorize DPSS to continue to provide necessary and adequate office space for the existing ongoing DPSS programs	
BACKGROUND (include internal/external issues that may exist)	The proposed lease extension will allow DPSS the ability to continue multiple units of its GR operations in one lease, in a centrally located area of the greater Santa Clarita region. It is proximately located to the constituencies served and close to other County facilities.	
DEPARTMENTAL AND OTHER CONTACTS	Michael Navarro CEO- Real Estate Division 213-974-4364 Mnavarro@ceo.lacounty.gov	



FESIA A. DAVENPORT
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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KATHRYN BARGER
Fifth District

August 31, 2021

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

Dear Supervisors:

**EIGHT-YEAR LEASE AMENDMENT
DEPARTMENT OF PUBLIC SOCIAL SERVICES
27233 CAMP PLENTY ROAD, CANYON COUNTRY
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

Approval of a proposed eight-year lease amendment to an existing lease to provide the Department of Public Social Services (DPSS) continued use of 8,400 square feet of existing office space and 45 on-site parking spaces for its General Relief related programs within the greater Santa Clarita region.

IT IS RECOMMENDED THAT THE BOARD:

1. Find that the proposed amendment is exempt from the California Environmental Quality Act (CEQA), for the reasons stated in this Board letter and in the record of the project.
2. Authorize the Chief Executive Officer, or her designee, to execute the proposed lease amendment with Michael Mattis Taback, Trustee, Michael Mattis Taback Dynasty Trust No. 1, (Landlord), for 8,400 square feet of office space and 45 on-site parking spaces located at 27233 Camp Plenty Road, Canyon Country, CA 91351 (Premises) to be occupied by DPSS. The estimated total lease cost, including utilities and custodial services, is \$2,478,000 over the eight-year term. The rental costs will be funded with 82.88 percent State and federal funding sources and 17.12 percent net County cost.

3. Authorize and direct the Chief Executive Officer, or her designee, to execute any other ancillary documentation necessary to effectuate the proposed amendment, and to take actions necessary and appropriate to implement the proposed amendment, including, without limitation, early termination rights.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DPSS General Relief office has occupied the subject Premises since December 1978. The existing lease expired on July 2012 and is now in holdover. The base rent during holdover increases by 25 percent, however since December 2019 to present, the Landlord has agreed to waive the 25 percent increase due to the long-standing relationship with the County and the County's desire to renew the lease.

This office has been in long-term use for various DPSS programs including General Relief, Greater Opportunities for Work (GROW), CalFresh, Greater Avenues for Independence (GAIN), CalWORKS, and related programs for the surrounding Santa Clarita area. DPSS had planned to move from this location to a larger space to better accommodate potential growth of the programs and staff. However, DPSS later determined that renewal of this lease is the most cost-effective and best operational option.

DPSS administers CalFresh, CalWORKs, Medi-Cal, General Relief and GAIN employment services from this office, which serves as a sub-office to the East Valley District at 7555 Van Nuys Blvd., Van Nuys. At 8,400 square feet, the facility has the smallest public-facing footprint in the entire DPSS inventory. In addition, this location in Santa Clarita is the only DPSS public-facing operation between the Antelope Valley and the San Fernando Valley, is easily accessible to the freeway, and has plenty of public and staff parking. For several years now, DPSS has experienced challenges with high caseloads and staffing limitations given the small footprint in this storefront location, and originally desired to expand this space by 7,400 SF. However, with the use of teleworking and hoteling, DPSS is able to work with the existing space and accommodate 71 employees at this location.

Approval of the recommended actions will find that the proposed amendment is exempt from CEQA and will allow DPSS to continue operating at the subject Premises.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan Goal 1 - Make Investments That Transform Lives - provides that we aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges - one person at a time.

The proposed amendment is consistent with the Strategic Asset Management Plan Goal - Strengthen Connection between Service Priorities and Asset Decisions; and Key Objective 4 - Guide Strategic Decision-Making.

This amendment supports the above goals and objective by providing DPSS with appropriate office space that is centrally located within this Service Area, providing the existing described services in the community. The proposed amendment conforms with the Asset Management Principles outlined in Enclosure A.

FISCAL IMPACT/FINANCING

Sufficient funding to cover the proposed rent for the first year of the proposed amendment term will be included in the Fiscal Year (FY) 2021-22 Rent Expense budget and will be billed back to DPSS. DPSS will have sufficient funding in its FY 2021-22 Operating Budget to cover the proposed rent for the first year. Beginning in FY 2022-23, ongoing funding for costs associated with the proposed amendment will be part of the budget for DPSS. The rental costs will be funded with 82.88 percent State and federal funding sources and 17.12 percent net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In addition to the terms previously stated, the proposed amendment also includes the following provisions:

- Upon commencement of the extended term, the annual base rental rate will increase from \$16.80 per square foot per year to \$22.20 per square foot per year modified full-service gross, as shown on Enclosure B-1, and then remain fixed for the entire term of the proposed amendment.
- The parking for the facility will be included at no additional cost.
- The Landlord will provide the County a non-reimbursable base tenant improvement (TI) allowance of \$12 per square foot or a total of \$100,800 to refurbish and update the premises, which may include carpet, paint, or other minor improvements as needed.
- The Landlord is responsible for operating and maintenance cost of the building, except for utilities, janitorial costs, tubes and lamps (light fixtures), window coverings, exposed plumbing, fire extinguishers, and servicing of internal HVAC, which will remain the responsibility of the County per the existing lease terms.
- The aggregate cost associated with the proposed amendment over the entire term is \$2,478,000 as shown on Enclosure B-2.
- The County has the right to terminate the proposed amendment any time after the 60th month with 90 days prior written notice.
- Holdover at the proposed amendment expiration is permitted on the same terms and conditions of the existing lease including rent. The 25 percent holdover fee is applicable to the current term and will no longer apply if there is a holdover of the proposed amendment term.
- The new term and rent will be effective upon approval by the Board and full execution of the proposed amendment.
- The proposed amendment includes a right of first offer to lease additional premises.

The Chief Executive Office (CEO), conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$15 and \$27 per square foot, per year, on modified-gross basis. The base annual rental rate of \$22.20 per square foot, per year, for the proposed amendment represents a rate within the market range for the area. Due to the TIs necessary for DPSS to relocate to a new space, remaining in the proposed space is the most cost-effective choice. We recommend the proposed Premises as the most suitable to meet DPSS's space requirements.

The CEO has communicated with co-working office space companies regarding office space for the applicable programs and they have informed the CEO that their co-working office space does not have available space for long term occupancy to accommodate the required space needs. In addition, co-working office space is not financially viable in comparison to rental costs of traditional long-term office space.

Enclosure C shows County-owned or leased facilities within the surveyed area, and there are no suitable County-owned or leased facilities available for this space requirement.

The Department of Public Works inspected this Premises and found it suitable for the County's occupancy. County Counsel has reviewed the enclosed proposed amendment and approved it as to form.

The proposed amendment will provide a suitable location for these programs, which is consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012, and as outlined in Enclosure D.

ENVIRONMENTAL DOCUMENTATION

This project is exempt from CEQA, as specified in Class 1 of the Environmental Document Reporting Procedures and Guidelines adopted by the Board, and Section 15301 of the State CEQA Guidelines (Existing Facilities). The proposed amendment, which involves the leasing of existing office space with minor TIs within an existing building, with no expansion of the existing building, is within a class of projects that have been determined not to have a significant effect on the environment and meets the criteria set forth in Section 15301 of the State CEQA Guidelines (Guidelines), and Class 1 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled, pursuant to Government Code section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon the Board's approval of the recommended actions, a Notice of Exemption will be filed with the Registrar-Recorder/County Clerk in accordance with Section 21152 of the California Public Resources Code.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed amendment will adequately provide the necessary office space for this County requirement. DPSS concurs with the proposed amendment and recommendations.

CONCLUSION

It is requested that the Executive Office of the Board return one certified copy of the Minute Order and an adopted, stamped copy of this letter to the CEO Real Estate Division, at 320 West Temple Street, 7th Floor, Los Angeles, CA 90012, for further processing.

Respectfully submitted,

FAD:JMN:VBM
JLC:MN:NH:gw

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller
Public Social Services

**PUBLIC SOCIAL SERVICES
27233 CAMP PLENTY ROAD, CANYON COUNTRY
Asset Management Principles Compliance Form¹**

1.	<u>Occupancy</u>		Yes	No	N/A
	A	Does lease consolidate administrative functions?	X		
	B	Does lease co-locate with other functions to better serve clients?	X		
	C	Does this lease centralize business support functions? ²			X
	D	Does this lease meet the guideline of 200 sq. ft of space per person? ² No, 71 staff assigned to this location. 120 sf per person w/reception and meeting areas.		X	
	E	Does lease meet the 4/1000 sq. ft. parking ratio guideline? ² Ratio = 5/1000 for intake.	X		
	F	Does public parking and mass-transit exist to facilitate employee, client and visitor access to the proposed lease location? ²	X		
2.	<u>Capital</u>				
	A	Is it a substantial net County cost (NCC) program? The rental costs will be 82.88 percent funded from State and Federal funding sources and 17.12 net Count cost.		X	
	B	Is this a long-term County program?	X		
	C	If yes to 2 A or B; is it a capital lease or an operating lease with an option to buy?		X	
	D	If no, are there any suitable County-owned facilities available?		X	
	E	If yes, why is lease being recommended over occupancy in County-owned space?			X
	F	Is Building Description Report attached as Enclosure C?	X		
	G	Was build-to-suit or capital project considered? ²			X
3.	<u>Portfolio Management</u>				
	A	Did department utilize CEO Space Request Evaluation (SRE)?	X		
	B	Was the space need justified?	X		
	C	If a renewal lease, was co-location with other County departments considered?	X		
	D	Why was this program not co-located with other County departments?			
		1. ____ The program clientele requires a "stand alone" facility.			
		2. ____ No suitable County occupied properties in project area.			
		3. <u>X</u> No County-owned facilities available for the project.			
		4. ____ Could not get City clearance or approval.			
		5. ____ The Program is being co-located.			
	E	Is lease a full-service lease? ² Modified-gross lease. County pays Janitorial and utilities.		X	
	F	Has growth projection been considered in space request?			X
	G	¹ Has the Dept. of Public Works completed seismic review/approval?	X		
¹ As approved by the Board of Supervisors 11/17/98					
² If not, why not?					

COMPARISON OF THE PROPOSED LEASE AMENDMENT

	Existing Lease: 27233 Camp Plenty Road	Proposed Amendment: 27233 Camp Plenty Road	Change
Area (Square Feet)	8,400 sq. ft.	8,400 sq. ft.	None
Term (years)	2.5 years	8 years	+8 years
Annual Base Rent (Base rent includes 45 parking spaces)	\$141,120 (\$16.80 per sq. ft. annually)	\$186,480 (\$22.20 per sq. ft. annually)	+\$45,360
Janitorial/Utility/Maintenance Cost	\$113,471	\$113,471	\$0
Rental rate adjustment	None	None	Fixed for term

(1) Base rent is fixed for the term of Lease.

OVERVIEW OF THE BUDGETED LEASE AMENDMENT AND RELATED COSTS

Department of Public Social Services
27233 Camp Plenty Road, Canyon Country

Basic Lease Assumptions

Leased Area (sq.ft.)	8,400	
Term (months)	96	
Annual Rent Adjustment	N/A	
Base Rent	Cost Per RSF Per Month	Cost Per RSF Per Year
	\$1.85	\$22.20

	1 st Year	2 nd Year	3 rd Year	4 th Year	5 th Year	6 th Year	7 th Year	8 th Year	Total 8 Year Rental Costs
Annual Base Rent Costs ¹	186,480	186,480	186,480	186,480	186,480	186,480	186,480	186,480	1,492,000
Total Paid to Landlord	186,480	186,480	186,480	186,480	186,480	186,480	186,480	186,480	1,492,000
Utilities Paid Through ISD ²	29,171	29,238	29,305	29,372	29,439	29,507	29,574	29,642	236,000
Custodial ³	84,300	86,829	89,434	92,117	94,880	97,727	100,659	103,678	750,000
Total Annual Lease Costs	299,951	302,547	305,219	307,969	310,800	313,714	316,713	319,801	2,478,000

Footnotes

¹ Base Rent to remain fixed for the term of the Lease.

² Utility costs provided is an estimate based on average of costs from past two years

³ Custodial costs are an estimation based on average costs from the last two years.

***Calculation note: All numbers are rounded up to ensure sufficient funds available to pay the specified expense.**

ENCLOSURE C

**PUBLIC SOCIAL SERVICES
SPACE SEARCH – 3 MILE RADIUS FROM
27233 CAMP PLENTY ROAD, CANYON COUNTRY**

LACO	Facility Name	Address	Ownership	Property Use	Gross	Net	Vacant
4692	Fire Station 128	28450 Whites Canyon Rd. Santa Clarita 91351	Consolidated Fire Protection District	Fire Station	9518	9042	NONE
A587	Fire Station 150	19190 Golden Valley Rd. Santa Clarita 91387	Consolidated Fire Protection District	Fire Station	20130	19124	NONE
L103	Public Library Admin Office/Bookmobile	21182 Centre Pointe Pkwy. Santa Clarita 91350	Leased	Multiple Use Building - Office	4900	4655	NONE
30238	PW Flood - Santa Clara Flood Maintenance Yard	21190 Centre Pointe Pkwy. Santa Clarita 91350	Owned	Maintenance Yard	1800	1530	NONE
A341	DPSS - Santa Clarita Branch/Lancaster AP District	27233 Camp Plenty Rd. Santa Clarita 91351	Leased	Multiple Use Building - Office	8400	5496	NONE
32997	PW Flood - Santa Clara Yard Crew Quarters	21190 Centre Pointe Pkwy. Santa Clarita 91350	Owned	Temporary Shelter	297	267	NONE
4691	Fire Station 107	18239 Soledad Canyon Rd. Santa Clarita 91351	Owned	Fire Station	3892	3002	NONE
F487	PW Flood - Santa Clara Maintenance Crew Office	21190 Centre Pointe Pkwy. Santa Clarita 91350	Owned	Multiple Use Building - Office	124	112	NONE
32350	PW Flood - Santa Clara Yard Storage Building	21190 Centre Pointe Pkwy. Santa Clarita 91350	Owned	Storage Misc < 1000 SQFT	126	120	NONE
F485	PW Flood - Santa Clara Yard Storage Building	21190 Centre Pointe Pkwy. Santa Clarita 91350	Owned	Infrastructure Service Building	86	82	NONE
Y369	PW Road - Div #553 Maintenance Building	17931 Sierra Hwy. Santa Clarita 91351	Owned	Maintenance Building-Garage	11073	9966	NONE
B126	FS #104 (Temp) - Garage Relocated From Fs #126	26201 Golden Valley Rd. Santa Clarita 91355	Owned	Infrastructure Service Building	1000	900	NONE
0090	PW Road - Div #553 Maintenance Yard Office	17931 Sierra Hwy. Santa Clarita 91351	Owned	Multiple Use Building - Office	820	738	NONE
0091	PW Road - Div #553 Maintenance Yard Shop	17931 Sierra Hwy. Santa Clarita 91351	Owned	Skilled Shop	1900	1710	NONE
A200	Public Health - Environmental Health	26415 Carl Boyer Dr. Santa Clarita 91350	Leased	Multiple Use Building - Office	7253	6973	NONE

FACILITY LOCATION POLICY ANALYSIS

Proposed lease: Lease amendment for DPSS – 27233 Camp Plenty Road, Canyon Country – Fifth District.

- A. Establish Service Function Category** – Regional and local public service function.
- B. Determination of the Service Area** – The proposed lease amendment will provide a lease extension for DPSS' GR programs in Service Planning Area 2.
- C. Apply Location Selection Criteria to Service Area Data**
- Need for proximity to service area and population: Central location to serve the north County.
 - Need for proximity to existing County facilities: N/A
 - Need for proximity to Los Angeles Civic Center: N/A
 - Economic Development Potential: N/A
 - Proximity to public transportation: The location is adequately served by local transit services and is in proximity to bus service connections, light rail service and the 14 freeway.
 - Availability of affordable housing for County employees: The surrounding area provides for affordable housing and rental opportunities.
 - Use of historic buildings: N/A
 - Availability and compatibility of existing buildings: None available that meet the Department's programmatic office space needs.
 - Compatibility with local land use plans: This use is consistent with the land use plans for this location.
 - Estimated acquisition/construction and ongoing operational costs: The initial annual lease costs of \$299,951 includes utilities and custodial services. The first-year rent of \$186,480 includes parking and non-reimbursable base TI allowance.

D. Analyze results and identify location alternatives

The CEO conducted a market search of available office space for lease but was unable to identify any sites that could accommodate this requirement more economically. Based upon a review of available industry data, it has been established that the annual rental range for a comparable lease in the area is between \$15 and \$27 per square foot, per year on modified-gross basis. The base annual rental rate of \$22.20 per square foot, per year for the proposed amendment represents a rate that is in the market range for the area. Due to the TIs necessary for the Department to relocate to a new space, remaining in the proposed space is the most cost-effective choice. We recommend the proposed Premises as the most suitable to meet the County's space requirements.

E. Determine benefits and drawbacks of each alternative based upon functional needs, service area, cost, and other Location Selection Criteria

The proposed amendment will provide adequate and efficient office space for 71 employees and clients consistent with the County's Facility Location Policy, adopted by the Board on July 24, 2012. There are no available County owned buildings in the area that meet Department requirements.

**AMENDMENT NO. 3
LEASE AGREEMENT NO. 72134**

THIS AMENDMENT NO. 3 TO LEASE AGREEMENT NO. 72134 ("Amendment No. 3") made, entered and dated as of this _____ day of _____, 2021 by and between MICHAEL MATTIS TABACK, TRUSTEE, MICHAEL MATTIS TABACK DYNASTY TRUST NO. 1, hereinafter referred to as "LESSOR" and the COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "LESSEE".

RECITALS

WHEREAS, a Lease and Agreement by and between MORRIS L. TABACK AND ANNETTE TABACK as Lessor, and the County of Los Angeles as Lessee, was executed June 1, 1999 ("Original Lease"), pursuant to which Lessor leased to Lessee those certain Premises located at 27233 Camp Plenty Road, Canyon Country, more particularly described as approximately 8,400 rentable square feet of office space and 45 parking spaces.

WHEREAS, Amendment No. 1, to Lease No. 72134, executed May 18, 2004 ("First Amendment"), extended the term, transferred responsibility for all utilities to the Lessee, provided an option to extend the term for an additional five years, and provided certain improvements to the premises in compliance with the requirements of the Americans with Disabilities Act (ADA).

WHEREAS, Amendment No. 2 to Lease No. 72134, executed January 19, 2010 ("Second Amendment"), extended the term and increased the monthly rental rate.

WHEREAS, the Original Lease, First Amendment, and Second Amendment shall herein collectively be referred to as the "Lease."

WHEREAS, MICHAEL MATTIS TABACK, TRUSTEE, MICHAEL MATTIS TABACK DYNASTY TRUST NO. 1, is the successor in interest to MORRIS L. TABACK AND ANNETTE TABACK and retains all rights and responsibilities granted pursuant to Lease No. 72134 to Lessor

WHEREAS, Lessor and Lessee desire to amend the terms of the Lease to extend the term and increase the rental rate.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and the rents, covenants and agreements herein contained, and intending to be legally bound, Lessor and Lessee hereby covenant and agree as follows:

AGREEMENTS

1. **TERM**: Paragraph 2A, ORIGINAL TERM, is hereby amended such that the term of this Lease is hereby extended so that it shall end ninety-six (96) months after adoption of this Amendment No. 3, by Lessee's Board of Supervisors and full execution by the parties, unless this Lease is extended, cancelled or otherwise terminated in accordance with the provisions of the Lease.
2. **RENT**: Paragraph 3, RENT, is hereby deleted in its entirety and the following is substituted therefore:



"Lessee hereby agrees to pay as rent for said demised Premises during the term the sum of Fifteen Thousand Five Hundred and Forty Dollars (\$15,540.00) per month (i.e. \$1.85 per rentable square foot per month), payable in advance by Auditor's General Warrant. Rental payments shall be payable within 15 days after the first day of each and every month of the term hereof provided Lessor has caused a claim therefor for each such month to be filed with the Auditor of the County of Los Angeles prior to the first day of each month."

3. CANCELLATION: Paragraph 5, CANCELLATION, is hereby deleted in its entirety and the following is substituted therefor:

"Lessee shall have the right to cancel this Lease at or any time after sixty (60) months from the date of adoption of Amendment No. 3, by Lessee's Board of Supervisors (the "Amendment No. 3 Commencement Date"), by giving Lessor not less than 90 days' written notice by Chief Executive Office letter."

4. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES: The following language is hereby added to the Lease as a new Section 31 thereof:

"31. RIGHT OF FIRST OFFER TO LEASE ADDITIONAL PREMISES:

(a) Provided that no material Default has occurred and is continuing under the Lease, if at any time prior to the last twelve (12) months of the Term, Lessor intends to offer leasable space located contiguous to the Premises (the "Additional Premises") for lease to third parties or to accept an offer of a third party to lease the Additional Premises, Lessor shall first give written notice to Lessee of the rental rate and other material terms upon which Lessor is willing to lease the Additional Premises ("Lessor's Lease Notice"). Lessor's Lease Notice shall constitute an offer to lease the Additional Premises to Lessee at the rental rate and upon the terms and conditions contained in Lessor's Lease Notice and shall state the anticipated date of availability of the Additional Premises. Lessee shall have ninety (90) business days after receipt of Lessor's Lease Notice to accept such offer. Lessee shall accept such offer, if at all, only by delivery to Lessor of Lessee's irrevocable written commitment to lease the Additional Premises at the rental rate and upon the terms and conditions contained in Lessor's Lease Notice (the "Expansion Commitment").

(b) If Lessee delivers to Lessor the Expansion Commitment within such ninety (90) business day period, all (but not part) of the Additional Premises shall be leased to Lessee commencing on the earlier of (a) the date Lessee first uses the Additional Premises for the Permitted Use; or (b) thirty (30) days after Lessor provides Lessee with possession of the Additional Premises and continuing for a period of time coterminous with the remaining Term, including any options to extend the Term. Lessee shall lease the Additional Premises upon the same terms, conditions and covenants as are contained in the Lease except that (i) the Base Rent for the Additional Premises shall be at the rate set forth in Lessor's Lease



Notice, and (ii) any terms and conditions set forth in Lessor's Lease Notice that are inconsistent with the terms and conditions of the Lease shall control.

(c) Except as otherwise set forth in Lessor's Lease Notice, possession of the Additional Premises shall be delivered to Lessee on an "as-is" basis. Lessor shall prepare and Lessor and Lessee shall execute and deliver a written agreement modifying and supplementing the Lease and specifying that the Additional Premises are part of the Premises and, except as otherwise specified in Lessor's Lease Notice, subject to all of the terms and conditions of the Lease.

(d) Time is of the essence with respect to the exercise by Lessee of its rights granted hereunder. In the event Lessee fails to deliver to Lessor Lessee's Expansion Commitment within the ninety (90) business day period prescribed above, all rights of Lessee to lease the Additional Premises shall terminate and Lessor shall have no further obligation to notify Lessee of any proposed leasing of the Additional Premises, and Lessor shall thereafter have the unconditional right to lease the Additional Premises to third parties or to accept offers from third parties to lease the Additional Premises without further obligation to Lessee. The rights granted to Lessee under this Section 31 shall not apply to any sales or similar transfers of the Additional Premises."

5. TENANT IMPROVEMENTS: The following language is hereby added to the Lease as a new Section 32 thereof:

32. TENANT IMPROVEMENTS:

32.1 Lessor's TI Allowance

Within ten (10) days after receipt of a duly executed copy of this Lease and County-approved preliminary plans (as described below), Lessor shall, at its own expense, cause a licensed California architect to prepare final working drawings and specifications for the proposed interior tenant improvements which are to be provided by Lessor, up to a maximum cost of \$100,800 (\$12.00 per square foot) ("Lessor's TI Allowance"). Lessor agrees to complete the tenant improvements in accordance with the final working drawings and specifications approved by Lessee.

32.2 Code Compliance

The Premises shall meet all applicable City, County, State and Federal building codes, regulations and ordinances required for beneficial occupancy. Without limiting the generality of the foregoing, construction of the tenant improvements shall comply with all applicable laws and regulations, including but not limited to the provisions of the California Labor Code relating to the payment of prevailing wages on public works projects, unless the work is otherwise exempt therefrom pursuant to the California Labor Code. Under the provisions of the Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly wage



rate and details pertinent thereto for each craft, classification, or type of workman or mechanic needed for the construction of the tenant improvements. Particulars of the current prevailing wage scale, as approved by the Board of Supervisors, which are applicable to the work, are filed with the Clerk of the Board of Supervisors and must be posted at the site. Any work, including construction, that Lessor must undertake to obtain the necessary jurisdictional approvals for occupancy shall be at Lessor's sole cost and expense and shall not be considered as part of Lessor's TI Allowance. Any work undertaken to meet applicable code requirements necessitated by Lessee's special requirements shall be included as part of Lessor's TI Allowance.

32.3 Bidding

Lessor shall submit three (3) bids for the construction of the tenant improvements to the County for its review prior to award of the construction contract. The bids shall include an itemized list of all materials and labor and shall include all additional costs including A/E fees, permits, reasonable contractor's profit and overhead, and project management fees.

32.4 Exclusions from Total TI Costs

The Total TI Costs shall not include any costs incurred for asbestos abatement, fire sprinkler system, or conversion of air conditioning systems to eliminate use of CFC refrigerants that are harmful to the atmosphere. All work for required asbestos abatement, fire sprinkler system, or air conditioning system conversion shall be performed at the sole cost and expense of Lessor.

6. Notwithstanding anything to the contrary herein, except as specifically amended or modified herein, each and every term, covenant, and condition of the Lease, as amended, hereby is ratified and shall remain in full force and effect. Lessor represents and warrants as of the date hereof that (a) no defenses or offsets exist to the enforcement of the Lease by Lessor, (b) neither Lessee nor Lessor is in default in the performance of the Lease or any provisions contained therein, (c) neither Lessee nor Lessor has committed any breach of the Lease, nor has any default occurred which, with the passage of time or the giving of notice or both, would constitute a default or a breach by Lessee or Lessor under the Lease. In the event of a conflict between the Lease and the prior amendments to the Lease and this Amendment No. 3, the terms of this Amendment No. 3 shall control.
7. Pursuant to California Civil Code Section 1938, Lessor hereby discloses that the Premises have not undergone an inspection by a Certified Access Specialist to determine whether the Premises meet all applicable construction-related accessibility standards. A Certified Access Specialist ("CASp") can inspect the Premises and determine whether the Premises comply with all of the applicable construction-related accessibility standards under California law. Although California law does not require a CASp inspection of the Premises, Lessor may not prohibit the Lessee from obtaining a CASp inspection of the Premises for the occupancy or potential occupancy of Lessee, if requested by Lessee. Lessor and Lessee shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of



making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

8. This Amendment No. 3 and any other document necessary for the consummation of the transaction contemplated by this Amendment No. 3 may be executed in counterparts, including both counterparts that are executed on paper and counterparts that are in the form of electronic records and are executed electronically. An electronic signature means any electronic sound, symbol or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or e-mail electronic signatures. All executed counterparts shall constitute one agreement, and each counterpart shall be deemed an original. The parties hereby acknowledge and agree that electronic records and electronic signatures, as well as facsimile signatures, may be used in connection with the execution of this Amendment No. 3 and electronic signatures, facsimile signatures or signatures transmitted by electronic mail in so-called pdf format shall be legal and binding and shall have the same full force and effect as if a paper original of this Amendment No. 3 had been delivered had been signed using a handwritten signature. Landlord and Lessee (i) agree that an electronic signature, whether digital or encrypted, of a party to this Amendment No. 3 is intended to authenticate this writing and to have the same force and effect as a manual signature, (ii) intended to be bound by the signatures (whether original, faxed or electronic) on any document sent or delivered by facsimile or, electronic mail, or other electronic means, (iii) are aware that the other party will rely on such signatures, and (iv) hereby waive any defenses to the enforcement of the terms of this Amendment No. 3 based on the foregoing forms of signature. If this Amendment No. 3 has been executed by electronic signature, all parties executing this document are expressly consenting under the United States Federal Electronic Signatures in Global and National Commerce Act of 2000 ("E-SIGN") and California Uniform Electronic Transactions Act ("UETA")(Cal. Civ. Code § 1633.1, et seq.), that a signature by fax, email or other electronic means shall constitute an Electronic Signature to an Electronic Record under both E-SIGN and UETA with respect to this specific transaction.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

A handwritten signature in black ink, appearing to be a stylized 'R' or 'K' followed by a flourish.

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this document, effective as of the date written above.

LESSOR:

**MICHAEL MATTIS TABACK, TRUSTEE,
MICHAEL MATTIS TABACK DYNASTY
TRUST NO. 1**

By: 
Michael Mattis Taback, Trustee

LESSEE:

COUNTY OF LOS ANGELES,
a body corporate and politic

FESIA A. DAVENPORT
Chief Executive Officer

By: _____
Dean Lehman, Senior Manager
Real Estate Division


ATTEST:

DEAN C. LOGAN
Recorder/County Clerk
Of the county of Los Angeles

By: _____
Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By: 
Deputy



BOARD LETTER/MEMO – FACT SHEET OPERATIONS CLUSTER

☒ Board Letter

☐ Board Memo

☐ Other

OPS CLUSTER AGENDA REVIEW DATE	8/11/2021							
BOARD MEETING	8/31/2021							
DELEGATED AUTHORITY BOARD LETTER	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No							
SUPERVISORIAL DISTRICT AFFECTED	All Supervisorial Districts							
DEPARTMENT	Department of Human Resources (DHR)							
SUBJECT	Approval of Model Master Agreement for Investigation Services for The Department of Human Resources Personnel and Equity Investigations							
PROGRAM	Investigation Services							
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:							
DEADLINES/ TIME CONSTRAINTS	The current Master Agreement will expire on August 14, 2021. The initial three-year term for the new contract is through August 31, 2024 with two optional one-year extensions through August 31, 2026.							
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">Total cost: Services are utilized as needed.</td> <td style="width: 50%;">Funding source: Costs are billed to departments utilizing the services.</td> </tr> <tr> <td colspan="2">TERMS (if applicable): Agreement Term: Three years, with two one-year options for five-year total term. Contractors will be paid per case, using a two-tiered hourly-rate schedule for High-Profile/Conflict Cases and Moderate Risk Cases. There is no contract maximum expenditure as it is not known how many cases will be filed or will have conflicts of interest.</td> </tr> <tr> <td colspan="2">Explanation: Services are provided on an as-needed basis.</td> </tr> </table>		Total cost: Services are utilized as needed.	Funding source: Costs are billed to departments utilizing the services.	TERMS (if applicable): Agreement Term: Three years, with two one-year options for five-year total term. Contractors will be paid per case, using a two-tiered hourly-rate schedule for High-Profile/Conflict Cases and Moderate Risk Cases. There is no contract maximum expenditure as it is not known how many cases will be filed or will have conflicts of interest.		Explanation: Services are provided on an as-needed basis.	
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Explanation: Services are provided on an as-needed basis.								
PURPOSE OF REQUEST	The services provided under this Master Agreement are essential for the County to provide administrative services to DHR with temporary, as- needed investigation and related services for 1) equity complaints jurisdictional to the County Policy of Equity (CPOE), and 2) personnel matters jurisdictional to or referred to DHR. These Investigation services include investigations, preparing investigation plans, status reports, investigative reports and related services such as testimony/appearances at hearings. This Master Agreement is the result of a competitive solicitation.							
BACKGROUND (include internal or external issues that may exist)	Effective July 1, 2011, the Board approved the County Policy of Equity (CPOE). Contractors will provide investigation services on equity and personnel cases that are part of the DHR caseload, high profile or have a potential conflict of interest.							
DEPARTMENTAL AND OTHER CONTACTS	Name, Title, Phone # & Email: <ul style="list-style-type: none"> Jeffrey Tend, Assistant Director (213) 974-2631 jtend@hr.lacounty.gov 							



COUNTY OF LOS ANGELES

DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS
KENNETH HAHN HALL OF ADMINISTRATION
500 W. TEMPLE STREET, ROOM 579 • LOS ANGELES, CALIFORNIA 90012
(213) 974-2406 • FAX (213) 621-0387

LISA M. GARRETT
DIRECTOR OF PERSONNEL

August 31, 2021

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

Dear Supervisors:

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

SUBJECT

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

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the attached Model Master Agreement (Model Agreement) for Investigation Services for a three-year term commencing the date of execution for the first Master Agreement, plus two options to extend for a one-year period, for a total agreement term not to exceed five years. Each executed Master Agreement will be effective upon the date of its execution by the Director of Personnel (Director) or her designee and will terminate on the expiration date of the first Master Agreement.
2. Delegate authority to the Director of Personnel or her designee to execute Master Agreements (Master Agreement) substantially similar to the attached Model Agreement with qualified contractors to meet the needs of DHR, provided sufficient funding is available.
3. Delegate authority to the Director of Personnel or her designee to execute applicable documents when the original contracting entity has merged, been purchased, or otherwise changed; modify the Master Agreement within the conditions specified in the Master Agreement, including to execute any extension options above, if it is in the best interest of the County of Los Angeles (County) and funding is available; and to include new or

revised standard County contract provisions, including all applicable documents adopted by your Board during the term of the Master Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

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

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

Personnel Investigation Services

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

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

Equity Investigation Services

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

On June 21, 2016, your Board approved a Master Agreement to provide equity investigation and related services for cases which are classified as part of the temporary backlog of cases for CEIU. The contract had an initial term of three years, with two one-year option periods, for a maximum total contract term of five years, expiring on August 14, 2021. During the term of the Master Agreement, the County successfully trained and established a working relationship with Lozano Smith, LLP and Barrister Professional Services, LLC under Master Agreements #HM-2017-3 and #HM-2019-1, respectively.

Upon execution of the Master Agreements for Investigation Services, these two existing Contractors will immediately be eligible for assignment of both personnel and equity-related investigations on a rotational basis. Subsequent qualified Contractors will become eligible for assignment of personnel investigations on a rotational basis and equity-related investigations on a rotational basis upon successful completion of a training period.

Contractors will be provided a training period for CPOE and equity investigations which will commence immediately upon execution of a Master Agreement and will conclude upon the County's determination that a Contractor has acquired the knowledge and skills needed to successfully and timely complete equity investigations. During the training period, Contractors will be assigned a small, appropriate number of equity-related investigations, and the County will provide hands-on training and oversight to the Contractors on CPOE, equity-related investigation processes, procedures and expectations, while also ensuring timely handling of equity case investigations. This will develop additional Contractors with knowledge and experience in the County's CPOE and equity-related investigations processes.

Implementation of Strategic Plan Goals

The recommended action is consistent with the principles of the Countywide Strategic Plan Goal III.3 – Operational Effectiveness, Fiscal Responsibility, and Accountability to maximize and leverage resources by enabling DHR to maintain a pool of Contractors to provide equity and personnel Investigation Services on a temporary, as-needed basis.

FISCAL IMPACT/FINANCING

The annual expenditures of the Investigation Services are estimated to be approximately \$600,000. However, expenses resulting from this agreement vary each year based on department usage. The Model Agreement does not guarantee a minimum amount of business, and the Department will only accrue an obligation when work is performed. The Fiscal Year 2021-22 Recommended Budget includes sufficient appropriation and funding for these services. Appropriation and funding for subsequent years will be included in each year's budget.

For this Master Agreement, a new tiered rate structure is being implemented to incentivize vendors to complete investigations at a faster rate while also controlling costs. DHR expects the new rate structure to attract additional proposers as well as shorten the time to completion of investigations. DHR will closely monitor all Work Order Authorizations for these services. DHR will review actual data after one year and submit a Progress Report via Board notification at that time.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

Proposition A requirements do not apply to these services. As provided under County Code

section 2.121.250(B)3, Proposition A requirements do not apply to contracted services which are of an extraordinary professional or technical nature and the services are of a temporary nature. There are no departmental employee relations issues, and these contracted services will not result in a reduction of County services.

All Contractors will be required to comply with all Board and Chief Executive Office requirements, including the County of Los Angeles Policy on Doing Business with Small Business, Jury Service Ordinance, and Defaulted Property Tax Reduction Program.

CONTRACTING PROCESS

On May 18, 2021, DHR issued a Request for Statement of Qualifications (RFSQ) for Investigation Services. The solicitation was posted on the County's "Doing Business with Us" website as an open, continuous solicitation with priority review being given to any Statements of Qualification (SOQs) received by June 22, 2021; the solicitation will remain open during the term of the Master Agreement or until a panel of investigators that meets the needs of the County has been established. In addition, notifications and a link to the RFSQ were sent to 322 law firms and 140 investigative services vendors registered with the County and to five vendors that DHR researched and identified as providers of investigative services.

New proposers with at least two years of experience within the last five years conducting employment and/or administrative investigations equivalent or similar to the services stated in the RFSQ were invited to apply under "Option A." For those vendors who are parties to the current, executed Master Agreement, DHR provided an "Option B" to streamline the qualification process. DHR verifies all current business and County requirements including licensure, certifications, any pending litigation or judgments, and insurance for proposers applying under either option, but does not require current vendors to provide proof of experience. Their outside experience was already verified at the time of the current master agreement execution, and these vendors also gained experience while working under the current County agreement; therefore, there is no need for additional verification.

A Vendor's Conference was held on June 8, 2021. Fifteen companies were in attendance, including six investigation companies and nine law firms. Five SOQs were received in response to the RFSQ, two are vetted and approved existing vendors who have successfully completed the training period and are ready to transition to work under the new Master Agreement: Lozano Smith, LLP and Barrister Professional Services, LLC. Upon your Board's approval, the Director of Personnel will execute Master Agreements with these vendors and all remaining vendors who meet the minimum qualifications and are determined to be qualified.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current Department operations and services. The new Master Agreement provides for the continuation of all Investigation Services of two existing vendors.

CONCLUSION

Upon approval by the Board, please return three adopted copies of this Board letter to DHR. It is requested that the Executive Officer notify DHR's Administrative Services Division at (213) 974-1454 when the documents are available.

Respectfully submitted,

LISA M. GARRETT
Director of Personnel

LMG:PAM:JT
:WH:MA:CS:cs

Enclosures

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

Board letter for Investigation Services Master Agreement



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HUMAN RESOURCES

AND

(CONTRACTOR)

FOR

INVESTIGATION SERVICES

Master Agreement No. HM-2021-

INVESTIGATION SERVICES MASTER AGREEMENT PROVISIONS

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INVESTIGATION SERVICES MASTER AGREEMENT PROVISIONS

EXHIBITS

STANDARD EXHIBITS

- A STATEMENT OF WORK**
 - **Statement of Work A.1 Equity Investigations**
 - **Statement of Work A.2 Personnel Investigations**
- B TIERED PRICING SCHEDULE**
- C CONTRACTOR'S CASE SCHEDULE**
- D CONTRACTOR'S EEO CERTIFICATION**
- E COUNTY'S ADMINISTRATION**
- F CONTRACTOR'S ADMINISTRATION**
- G FORMS REQUIRED AT THE TIME OF EXECUTION OF MASTER AGREEMENT AND BEFORE WORK BEGINS**
- H SAMPLE WORK ORDER AND CONTRACTOR CERTIFICATION REQUIRED BEFORE WORK ON CASE ASSIGNMENT(S) BEGIN**
- I JURY SERVICE ORDINANCE**
- J INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
HUMAN RESOURCES DEPARTMENT
AND
(CONTRACTOR)**

**FOR INVESTIGATION SERVICES
Master Agreement No. HM-2021-**

This Master Agreement and Exhibits made and entered into this _____ day of _____, 2021 by and between the County of Los Angeles, Human Resources Department, hereinafter referred to as County, and _____ hereinafter referred to as Contractor, to provide Investigation Services.

RECITALS

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

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

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

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

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

1.0 APPLICABLE DOCUMENTS

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

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

Standard Exhibits:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Tiered Pricing Schedule
- 1.3 EXHIBIT C - Contractor's Case Schedule
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Forms Required at the Time of Contract Execution and Before Work Begins
- 1.8 EXHIBIT H - Sample Work Order and Contractor Certification Required Before Work on Case Assignment(s) Begin
- 1.9 EXHIBIT I – Jury Service Ordinance
- 1.10 EXHIBIT J – Information Security and Privacy Requirements

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

2.0 DEFINITIONS

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

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Business Days:** Monday through Friday, except for official holidays observed by County.

- 2.3 Capacity:** Contractor's ability to be assigned equity and/or personnel cases by County, to accept the cases and to timely meet all tasks, deliverables and expectations as required and described in the Master Agreement.
- 2.4 Contractor Project Manager:** The individual designated by Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.5 County Master Agreement Program Director ("MAPD"):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.6 County Project Director:** Person designated by Director of Personnel with authority to approve issuance and execution of all Work Orders.
- 2.7 County Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.8 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.9 Day(s):** Calendar day(s) unless otherwise specified.
- 2.10 Director:** Director of Personnel, Department of Human Resources.
- 2.11 Equity Investigations:** Work Orders assigned by the County Equity Investigations Unit ("CEIU") identified by CEIU case number to provide investigation services and produce an Investigative Report.
- 2.12 Extended Term:** The optional extension periods for the term of the Master Agreement as specified in Paragraph 4.2.
- 2.13 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.14 Initial Term:** The term of the Master Agreement as specified in Master Agreement Paragraph 4.1.
- 2.15 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.16 Personnel Investigations:** Work Orders assigned by the Human Resources Departmental Support Unit ("HRDS") identified by HRDS case number to provide investigation services and produce an Investigative Report.
- 2.17 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications ("SOQ") in response to County's Request for Statement of Qualifications ("RFSQ"); has met the minimum

qualifications listed in the RFSQ, and has an executed Master Agreement with the Department of Human Resources.

- 2.18 Request For Statement of Qualifications (“RFSQ”):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.19 Statement of Qualifications (“SOQ”):** A Contractor’s response to an RFSQ.
- 2.20 Statement of Work:** A written description of tasks and/or deliverables desired by County for services provided pursuant to the Master Agreement.
- 2.21 Training Period:** A period of time that Contractor will be provided training on the County Policy of Equity, and more extensive guidance and oversight by County on the equity investigative process for the equity investigation case(s) assigned to Contractor, including the requirements, processes, procedures standards and expectations of County for equity investigations being conducted under this Master Agreement.
- 2.22 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in Exhibits A.1 and A.2 - Statements of Work attached to the Master Agreement. No work shall be performed by Contractors except in accordance with executed Work Orders.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, Contractor shall fully perform, complete and deliver on time as specified in the Statement of Work and attached Exhibits, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Each assigned Work Order shall issue case assignment(s) to Contractor; Contractor shall provide services for the assigned case(s) as described in Exhibits A.1 and A.2 – Statements of Work attached to the Master Agreement. Payment for all work shall be based on an hourly rate as described in Paragraph 5.4 – Invoices and Payments.
- 3.3** If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the scope of the Work Order, and/or that is performed prior to or after the term of the executed Master Agreement, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.
- 3.4** County procedures for issuing and executing Work Orders are as set forth in this Paragraph 3.4. Upon determination by County to assign

case(s) to a qualified Master Agreement Contractor for investigation and related services, County shall issue a Work Order.

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

Personnel Investigations

- 3.4.2 Contractors' case assignments for Personnel Investigations will initially be assigned outside a rotational schedule. The number of personnel investigation cases that will be assigned will be based on County's assessment, in its sole discretion, of Contractor's ability to successfully and timely complete Personnel Investigations as described and required in this Master Agreement.

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

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

In the event Contractor defaults three (3) times under this Sub-paragraph 3.4.3 during the term of the Master Agreement, then County may terminate this Master Agreement in accordance with any applicable termination provision of this Master Agreement.

- 3.4.4 Work Orders issued by County with case assignments which are not accepted and certified by a Contractor will be assigned to the next Contractor on the rotational schedule. This process will continue until the Work Order with case assignments has been accepted and certified by a Contractor.
- 3.4.5 Contractor's failure to accept and certify Work Orders with case assignments may result in Contractor being removed

from the rotational schedule by County until such time as Contractor and County mutually agree that Contractor has the Capacity to begin accepting case assignments under this Master Agreement.

- 3.4.6 Upon issuance of a Work Order, all Contractors must be available to commence work as of the date of issuance of the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 3.4.7 Contractors not meeting standards and requirements on assigned cases as set forth in the Statement of Work may be removed from the rotational assignment of cases. Contractor will not be meeting standards and requirements on assigned cases if over 50% of its Investigative Reports submitted to County for approval require significant or extensive substantive revisions and/or additional investigative work.

Equity Investigations

- 3.4.8 A Training Period for the County Policy of Equity and equity investigations will be provided by County to Contractor. The Training Period will commence immediately following execution of a Master Agreement with Contractor and shall conclude upon County's determination, in its sole judgment, of Contractor's ability to successfully and timely complete equity investigations as described and required in this Master Agreement.
- 3.4.9 During the Training Period, Contractors will initially be assigned equity investigation cases outside the rotational schedule after completing the County training for equity investigations (see Appendix H, Exhibits A.1 and A.2 – Statements of Work, Paragraph 6.8 – Training). The number of equity investigation cases that will be assigned during the Training Period will be based on County's assessment, in its sole discretion, of Contractor's ability to successfully and timely complete equity investigations as described and required in this Master Agreement.
- 3.4.10 Upon County's determination that Contractor has the ability to successfully and timely complete equity investigations as described and required in this Master Agreement, Contractor will be eligible to receive equity investigation case assignments based on the rotational schedule. Until such time as County has made this determination, Contractor will not receive equity investigation case assignments as part of the rotational schedule.

3.4.11 If after one (1) year Contractor is unable to demonstrate to County that it has the ability to successfully and timely complete 75% of the equity investigation cases assigned as described and required in this Master Agreement within six (6) months or less (absent sufficient justification), County may terminate Contractor's Training Period and Contractor will not be eligible to receive equity investigations as part of the rotational schedule for this Master Agreement.

4.0 TERM OF MASTER AGREEMENT

4.1 This Master Agreement is effective upon the date of its execution by Director of Personnel ("Director") or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on August 31, 2024, which is three (3) years from the date of execution of the first Master Agreement executed for these contracted services (hereinafter "Initial Term"), unless sooner extended or terminated, in whole or in part, as provided herein.

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

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 County will exercise a contract term extension option.

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

5.0 CONTRACT SUM

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

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

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

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

5.4 **Invoices and Payments**

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

5.4.2 Contractor's invoices shall be priced in accordance with Exhibit B (Tiered Pricing Schedule).

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

5.4.4 **Invoice Submission and Content**

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

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

5.4.5 **Billable Hours**

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

- All hours worked by Contractor's investigators conducting case investigation(s) from the date a case is assigned to Contractor through the date the Investigative Report is submitted to and accepted by County;
- All hours worked by Contractor's investigators writing reports, or providing modifications (re-writes) to previously submitted reports at the written request of County;
- All hours worked by Contractor's investigators appearing and/or providing testimony at the request of County at the CPOE Panel, Civil Service Commission and/or various other entities or hearings;

- With prior written request of Contractor and written pre-approval of County only, all hours worked by Contractor's investigators as preparation time for said appearance/testimony; and
- All hours worked by Contractor's investigator to appear at any other meetings as requested in writing by County.

5.4.6 All billable hours are to be invoiced in no less than 15-minute increments.

5.4.7 Billing Cycle

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

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

5.4.9 Invoices under this Master Agreement shall be submitted via Managed File Transfer or U.S. Mail as follows:

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

5.4.10 Invoice Content

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

Each invoice submitted by Contractor shall specify:

- County Work Order number(s) and Contractor's Master Agreement number;
- Period of performance of work being invoiced;
- Name(s) and title of person(s) who performed the work;
- Invoice to be itemized in two sections, with Equity Investigations cases in a separate invoice section from Personnel Investigations cases. All invoices will be itemized by the CEIU case number and the HRDS case numbers only, and are to contain no information disclosing the identify of any individual involved in the case.

- For each case, billing is to provide a brief description of the work done during the billable hours for which payment is claimed (e.g., investigate case, prepare reports, or to appear at or prepare for hearings), the dates and number of hours worked and the hourly billing rate being applied to the itemized hours, with a total amount being billed for each case.
- The total amount of the invoice.

5.4.11 County Approval of Invoices

All invoices for allowable billable hours submitted by Contractor for payment as set forth in Exhibit B (Tiered Pricing Schedule) must have the written approval of County's Project Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Paragraphs are designated in Exhibit E (County's Administration). County shall notify Contractor in writing of any change in the names or addresses shown.

6.1 County's Master Agreement Program Director ("MAPD")

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

6.2 County's Project Director

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

6.3 County's Work Order Director

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

6.3.1 The responsibilities of the Work Order Director include:

- At the direction of County Project Manager, preparing and issuing Work Orders and any Amendments thereto
- monitoring and tracking that the timeline requirements for investigative services and administrative tasks articulated in the Statement of Work are complied with satisfactorily; and

- coordinating with County's Project Manager, on a regular basis, to monitor and report on Contractor performance and progress on executed Work Order(s).

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

6.4 County's Project Manager

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

6.4.1 The responsibilities of County's Project Manager include:

- ensuring that Contractor is provided, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- ensuring that the technical standards and task requirements articulated in the Statement of Work are complied with satisfactorily;
- coordinating and monitoring the work of Contractor, and for ensuring that this Master Agreement's objectives are met;
- coordinating with County's Work Order Director, on a regular basis, to monitor and report on Contractor performance and progress on executed Work Order(s); and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

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

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

A listing of all of Contractor's Administration referenced in the following subparagraphs are designated in Exhibit F (Contractor's Administration).

Contractor will notify County in writing of any change in the names or addresses shown.

7.1 Contractor's Project Manager

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

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

7.2 Contractor's Authorized Official(s)

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

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

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

7.4.3 Contractor shall notify County within one Business Day when staff is terminated from working under this Master Agreement. Contractor shall retrieve and return an employee's ID badge to

County on the next Business Day after the employee has terminated employment with Contractor.

- 7.4.4 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to County on the next Business Day after the employee has been removed from working on County's Master Agreement.
- 7.4.5 Contractor is responsible to ensure that if any County ID which has been issued to a Contractor employee has been lost or stolen, Contractor's employee shall immediately file a police report and shall submit a copy of that report to the Contractor, and Contractor shall immediately provide a copy to County's Project Director.
- 7.4.6 County will issue to such person another County Contractor ID badge only upon submission of the police report and obtaining an affidavit, or declaration signed by such person under penalty of perjury, stating that the County Contractor ID badge has been lost or stolen and cannot be found.
- 7.4.7 Every Contractor employee to whom a County Contractor ID is issued shall agree, in writing, that he or she will return such Contractor ID badge to his or her employer upon the termination of his/her employment or other status upon which his/her right to retain such Contractor ID badge is based.
- 7.4.8 Contractor shall further agree, in writing, to pay \$25.00 to County for the replacement of each such Contractor ID badge if it is not returned, or if it is lost, damaged or destroyed because of Contractor employee's negligence.
- 7.4.9 Contractor shall be responsible for obtaining the County Contractor identification badges from County for its employees and distributing them to its employees.
- 7.4.10 Contractor shall be responsible for timely obtaining each of the County Contractor identification badges from its employees and returning them to County pursuant to the requirements in this Paragraph 7.4.

7.5 Background and Security Investigations

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

background investigation shall be at the expense of Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

- 7.5.2 Contractor is responsible for ensuring that all Contractor's staff have submitted their fingerprints through the DOJ Livescan system and have received clearance from DHR prior to commencing work on these contracted services. Contractor shall make arrangements for Contractor's staff to submit their fingerprints through DHR. DHR will conduct a review of the DOJ results to determine clearance for Contractor's staff.
- 7.5.3 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through County's background investigation.
- 7.5.4 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.
- 7.5.5 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 CONFIDENTIALITY

- 7.6.1. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or

Sub-contractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and Sub-contractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement," Exhibit G3.
- 7.6.5 Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor's Employee Acknowledgment and Agreement: Confidentiality and No Conflict of Interest," Exhibit G4.
- 7.6.6 Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor's Employee Acknowledgment and Agreement: Confidentiality and No Conflict of Interest," Exhibit G5.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Master Agreement, an Amendment to the Contract shall be prepared and executed by Contractor and by the Board of Supervisors.
- 8.1.2 County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term

of this Master Agreement. County reserves the right to add and/or change such provisions as required by County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by Contractor and by the Director of Personnel or his/her designee.

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

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written Amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be

entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

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

8.4 COMPLAINTS

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

- 8.4.1 Within ten (10) Business Days after the Master Agreement effective date, Contractor shall provide County with Contractor's policy for receiving, investigating and responding to County complaints against Contractor and/or Contractor's staff.
- 8.4.2 County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.3 If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within ten (10) Business Days for County approval.
- 8.4.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to County for approval before implementation.
- 8.4.5 Contractor shall preliminarily investigate all complaints and notify County's Project Manager of the status of the investigation within five (5) Business Days of receiving the complaint.
- 8.4.6 When complaints against Contractor and/or Contractor's Staff cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Written responses to complaints against Contractor and/or Contractor's Staff shall be provided to County's Project Director within five (5) Business Days of receipt of complaint, unless additional time to respond is requested by Contractor in writing and approved in writing by County's Project Director.

8.5 COMPLIANCE WITH APPLICABLE LAW

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

8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS

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

8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

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

8.7.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "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: 1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 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 Sub-contractor to perform services for County under the Master Agreement, the Sub-contractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor’s violation of this sub-paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.8 CONFLICT OF INTEREST

- 8.8.1 No County employee whose position with County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County’s approval or ongoing evaluation of such work.
- 8.8.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons

implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 shall be a material breach of this Master Agreement.

- 8.8.3 Contractor may not have in the past or during the term of this Master Agreement represent(ed) any County employee in an employment related administrative or judicial case in any matter against the County of Los Angeles within the past ten (10) years. Such representation creates a conflict of interest on behalf of the Contractor.
- 8.8.4 Contractor and employees of Contractor may not accept employment or provide investigative services that would present a conflict of interest with their Contractor responsibilities under this Master Agreement, including being retained, on a paid or unpaid basis, by any future or current claimant in any suit or claim involving County. This no conflict provision shall remain in effect for three (3) years after the termination of this Master Agreement.
- 8.8.5 Every Contractor employee and non-employee performing work under this Master Agreement shall agree, in writing, prior to commencing work on these contracted services with this no conflict provision and will execute Master Agreement Exhibit G4 (Contractor's Employee Acknowledgment and Agreement: Confidentiality and No Conflict of Interest) – or - Master Agreement Exhibit G5 (Contractor's Non-Employee Acknowledgment and Agreement: Confidentiality and No Conflict of Interest); Contractor is responsible for ensuring that all Contractor's employees and non-employees have submitted their written agreements to Contractor prior to commencing work on these contracted services.
- 8.8.6 Contractor shall retain the original employee and non-employee agreements executed pursuant to 8.8.5 for at least three (3) years following the termination of the Master Agreement, will have the original agreement(s) available for County inspection at any time during the term of the Master Agreement and three (3) years following the termination of the Master Agreement, and will produce and release the original agreement(s) to County upon written request at any time from County.

8.9 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.

8.10 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS

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

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

8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

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

8.11.3 Non-responsible Contractor

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

8.11.4 Contractor Hearing Board

1. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. 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 Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years,

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

5. 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.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Sub-contractors of Contractor

These terms shall also apply to Sub-contractors of County Contractors.

8.12 INTENTIONALLY OMITTED

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

- 8.13.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through Purchase Order or Master Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.
- 8.13.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Master Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.14 COUNTY'S QUALITY ASSURANCE PLAN

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

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 County will exercise a contract term extension option.

8.15 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.15.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.16 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.16.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 Contractor shall indemnify, defend, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 COUNTERPARTS AND ELECTRONIC SIGNATURES AND REPRESENTATIONS

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

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

8.18 FAIR LABOR STANDARDS

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

8.19 FORCE MAJEURE

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

8.19.2 Notwithstanding the foregoing, a default by a Sub-contractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such Sub-contractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Sub-contractor" and "Sub-contractors" mean Sub-contractors at any tier.

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

8.20 GOVERNING LAW, JURISDICTION, AND VENUE

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

8.21 INDEPENDENT CONTRACTOR STATUS

- 8.21.1 This Master Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.
- 8.21.3 Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Master Agreement.
- 8.21.4 The Contractor shall adhere to the provisions stated in Paragraph 7.6 – Confidentiality.

8.22 INDEMNIFICATION

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

8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

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

8.23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Master Agreement. Certificates shall provide the full

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

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

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

County of Los Angeles
Department of Human Resources
Administrative Services Division
500 W. Temple Street, Room 585
Los Angeles, CA 90012
Attention: Carolyn Scott, Contract Analyst

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

8.23.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to County. The full policy limits and scope of protection also shall apply to County and its Agents as an additional

insured, even if they exceed County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Shall Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Sub-Contractor Insurance Coverage Requirements

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

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

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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.

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 INSURANCE COVERAGE

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

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

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

8.24.3 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization ("PEO"),

coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Unique Insurance Coverage

- **Professional Liability/Errors and Omissions**

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

8.25 LIQUIDATED DAMAGES

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

8.25.2 If the Director determines that there are deficiencies in the performance of this Master Agreement that the Director or his/her designee, deems are correctable by Contractor over a certain time span, the Director or his/her designee, 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, the Director may:

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

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of

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

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

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

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

8.26 MOST FAVORED PUBLIC ENTITY

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

8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

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

- 8.27.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.27.3 Contractor shall take equal employment action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.27.4 Contractor certifies and agrees that it will deal with its Sub-contractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by County.
- 8.27.7 If County finds that any provisions of this Paragraph 8.27 have been violated, such violation shall constitute a material breach of this Master Agreement upon which County may terminate or suspend this Master Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by County that

Contractor has violated the anti-discrimination provisions of this Master Agreement.

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

8.28 NON EXCLUSIVITY

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

8.29 NOTICE OF DELAYS

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

8.30 NOTICE OF DISPUTES

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

8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

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

8.32 INTENTIONALLY OMITTED

8.33 NOTICES

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

8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

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

8.35 PUBLIC RECORDS ACT

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

8.35.2 In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret," "confidential," or "proprietary,"

Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.36 PUBLICITY

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

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

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

8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

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

be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

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

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

8.38 RECYCLED BOND PAPER

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

8.39 SUBCONTRACTING

- 8.39.1 The requirements of this Master Agreement may not be subcontracted by Contractor **without the advance approval of County**. Any attempt by Contractor to subcontract without the prior consent of County may be deemed a material breach of this Master Agreement.
- 8.39.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at County's request:
- A description of the work to be performed by the Sub-contractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by County.
- 8.39.3 Contractor shall indemnify and hold County harmless with respect to the activities of each and every Sub-contractor in the same manner and to the same degree as if such Sub-contractor(s) were Contractor employees.
- 8.39.4 Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding County's approval of Contractor's proposed subcontract.
- 8.39.5 County's consent to subcontract shall not waive County's right to prior and continuing approval of any and all personnel, including Sub-contractor employees, providing services under this Master Agreement. Contractor is responsible to notify its Sub-contractors of this County right.
- 8.39.6 County's MAPD is authorized to act for and on behalf of County with respect to approval of any subcontract and Sub-contractor employees. After approval of the subcontract by County, Contractor shall forward a fully executed subcontract to County for their files.
- 8.39.7 Contractor shall be solely liable and responsible for all payments or other compensation to all Sub-contractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding County's consent to subcontract.
- 8.39.8 Contractor shall obtain certificates of insurance, which establish that the Sub-contractor maintains all the programs of insurance required by County from each approved Sub-

contractor. Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Department of Human Resources
Administrative Services Division
500 W. Temple Street, Room 585
Los Angeles, CA 90012
Attention: Carolyn Scott, Contract Analyst

before any Sub-contractor employee may perform any work hereunder.

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

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

8.41 TERMINATION FOR CONVENIENCE

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

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

- Stop work under the Work Order or under this Master Agreement, as identified in such notice;
- Transfer title and deliver to County all completed work and work in process; and

- Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or Work Order shall be maintained by Contractor in accordance with Paragraph 8.37, Record Retention AND Inspection/Audit Settlement.

8.42 TERMINATION FOR DEFAULT

- 8.42.1 County may, by written notice to Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as County may authorize in writing) after receipt of written notice from County specifying such failure.
- 8.42.2 In the event that County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.42.1, 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 sub-paragraph.
- 8.42.3 Except with respect to defaults of any Sub-contractor, Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.42.2 if its failure to perform this Master Agreement, including any Work Order issued hereunder, arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public

enemy, acts of County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a Sub-contractor, and if such default arises out of causes beyond the control of both Contractor and Sub-contractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Sub-contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.42.3, the terms "Sub-contractor" and "Sub-contractors" mean Sub-contractor(s) at any tier.

- 8.42.4 If, after County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 - Termination for Convenience.
- 8.42.5 The rights and remedies of County provided in this Paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 TERMINATION FOR IMPROPER CONSIDERATION

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

- 8.43.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.44 TERMINATION FOR INSOLVENCY

- 8.44.1 County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
 - The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
 - The appointment of a Receiver or Trustee for Contractor; or
 - The execution by Contractor of a general assignment for the benefit of creditors.
- 8.44.2 The rights and remedies of County provided in this Paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

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

8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS

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

8.47 VALIDITY

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

8.48 WAIVER

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

8.49 WARRANTY AGAINST CONTINGENT FEES

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.52 TIME OFF FOR VOTING

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

8.53 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING

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

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

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

8.54 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT PRACTICES

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

8.55 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY

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

8.56 PROHIBITION FROM PARTICIPATION IN FUTURE SOLICITATION(S)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 INFORMATION SECURITY REQUIREMENTS

This Master Agreement and the work provided by Contractor under the Master Agreement are subject to the provisions of Exhibit J (Information Security and Privacy Requirements), to the extent applicable. Failure by Contractor to meet the requirements of such Exhibit J (Information Security and Privacy Requirements) shall constitute a material breach of the Master Agreement and shall be grounds for immediate termination of this Master Agreement for default at the sole discretion of County.

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

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

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

9.2.3 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute

or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.

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

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

9.3 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

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

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

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

9.3.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the

[illegible]

**AUTHORIZATION OF MASTER AGREEMENT FOR
INVESTIGATION SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director of Personnel, Department of Human Resources or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2021.

COUNTY OF LOS ANGELES

By _____

Lisa M. Garrett
Director of Personnel

By _____
Contractor

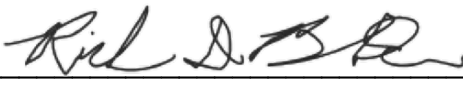
Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By  _____
Richard D. Bloom
Principal Deputy County Counsel

MASTER AGREEMENT

STATEMENTS OF WORK

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

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

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

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

STATEMENT OF WORK

A.1

FOR EQUITY INVESTIGATIONS

STATEMENT OF WORK A.1 FOR EQUITY INVESTIGATIONS

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STATEMENT OF WORK A.1 FOR EQUITY INVESTIGATIONS

1.0 SCOPE OF WORK

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

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

2.1 All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Master Agreement.

3.0 QUALITY CONTROL

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

3.1 Method of monitoring to ensure that Master Agreement requirements are being met, which includes, but may not be limited to, at least one lead investigator for every 10 investigators. The lead investigator is tasked with, among other things, ensuring the quality of Contractor's investigations are consistent with County format and content requirements, as set forth in this Master Agreement. No additional payment will be made for lead investigator's time.

4.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Section 8.0 (Standard Terms and Conditions), Paragraph 8.14 (County's Quality Assurance Plan).

4.1 As-Needed Meetings

Contractor is required to attend a meeting on an as-needed basis as requested by the County. Failure to attend may cause an assessment of One Hundred Dollars (\$100).

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

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

The County's Project Manager will determine whether a formal Master Agreement Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County's Project Manager within five (5) 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's Project Manager within five (5) Business Days.

4.3 County Observations

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

5.0 DEFINITIONS

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

- 5.1 **Calendar Month:** The first day through the last day of each month.
- 5.2 **Capacity:** Contractor's ability to be assigned equity and/or personnel cases by County, to accept the cases and to timely meet all tasks, deliverables and expectations as required and described in the Master Agreement.
- 5.3 **Date of Case Assignment:** The date of County's issuance of the "Work Order and Contractor Certification" assigning case(s) to Contractor.
- 5.4 **Instructions for Electronic Submission of Documents:** Instructions provided to Contractor after execution of Master Agreement for electronically and securely receiving documents from, and submitting documents to, County.
- 5.5 **Investigative Case File:** An electronic file which contains case documents obtained and/or created during case investigation process, including working documents. The Investigative Case File will adhere to the Investigative Report Template (Exhibit A [SOW A.1], Exhibit 3) and will contain the case documents organized with labelled section dividers.
- 5.6 **Investigative Plan:** A tool which helps the investigator navigate through the investigation and is completed after the review of the case file. The Investigative Plan will adhere to the Investigative Plan Template, and identifies the following:

the Complaining Party (“CP”) and the alleged protected status of the CP; the Subject of the Investigation (“SOI”) and the alleged prohibited conduct of the SOI; the specific allegations and act(s) of harm; the list of witnesses; the list of documents received, reviewed and/or needed; and an interview scheduling chart.

- 5.7 Investigative Report:** The final work product, which includes a written summary of the facts gathered during the course of the investigation, referenced exhibits, documents, and copies of all recorded interviews contained in the completed Investigative Case File.
- 5.8 Investigative Summary:** A summary of the allegations, parties involved, and relevant information gathered from the parties, witnesses and documentation during the course of the investigation. The Investigative Summary will adhere to the CEIU Investigative Report Template (Exhibit A, SOW A.1., Exhibit 3, Item #4).
- 5.9 Monthly Status Report:** A report provided to County by Contractor which provides the status of the investigation for all equity investigation cases assigned to and/or pending with Contractor for the prior Calendar Month. The Monthly Status Report submitted by Contractor will adhere to the Monthly Status Report Template, and identifies the following: General case information, Contractor’s assigned investigator, due date and submission dates of the Investigative Plan, what has been accomplished, what remains to be accomplished, any barriers which may preclude the Case Report from being submitted to County within 90 days of Case Assignment to Contractor, requests for County assistance needed to address the barrier(s), and the initial and any extensions to the due date for the Investigative Report.

6.0 RESPONSIBILITIES

County and Contractor’s responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Master Agreement according to the Master Agreement, Section 6.0 (Administration of Master Agreement – County). Specific duties will include:

- 6.1.1 Monitoring Contractor’s performance in the daily operation of this Master Agreement.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Master Agreement, Section 8.0 (Standard Terms and Conditions), Paragraph 8.1 (Amendments).

6.2 Furnished Items

- 6.2.1 Upon issuance of a work order and acceptance by Contractor, County will provide Contractor the confidential Investigative Case File for each assigned case. Confidential Investigative Case Files remain the sole property of County and will be returned to County, unduplicated by Contractor, on the 1st or 15th of each month and within no more than fifteen (15) calendar days of County's acceptance of Investigative Report.
- 6.2.2 County will provide a County Contractor identification badge to Contractor employees as set forth in Paragraph 7.4 (Contractor's Staff Identification) of the Master Agreement.
- 6.2.3 County will provide Contractor the template for the Investigative Plan to be completed for each assigned case (Exhibit A [SOW A.1], Exhibit 2). County reserves the right to, in its sole discretion; revise the template to be used by Contractor.
- 6.2.4 County will provide Contractor a template to be followed for the organization and elements to be included in the Investigative Report (Exhibit A [SOW A.1], Exhibit 3). County reserves the right to, in its sole discretion; revise the template to be used by Contractor.
- 6.2.5 County will provide Contractor a form to request extension of time for submission of the Investigative Plan and/or Investigative Report (Exhibit A [SOW A.1], Exhibit 4). County reserves the right to, in its sole discretion; revise the form to be used by Contractor.
- 6.2.6 County will provide Contractor the template for the Monthly Status Report to be completed with information on all equity investigation cases assigned to and/or pending with Contractor for the prior Calendar Month (Exhibit A [SOW A.1], Exhibit 5). County reserves the right to, in its sole discretion; revise the template to be used by Contractor.
- 6.2.7 County will provide Contractor with Instructions for Electronic Submission of Documents upon execution of the Master Agreement. County reserves the right to, in its sole discretion, revise the instructions to be used by Contractor.

CONTRACTOR

6.3 Project Manager

- 6.3.1 Contractor shall provide a Project Manager and a designated alternate. Contractor shall provide a telephone number where the Project Manager may be reached between the hours of 8:00 a.m. and 5:00 p.m. on all Business Days.
- 6.3.2 Project Manager/alternate shall act as a central point of contact with County.
- 6.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project

Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

- 6.4.1 Contractor shall assign a sufficient number of employees to cases assigned to and accepted by Contractor in order to meet all requirements for case completion and submission of Investigative Report to County within 90 calendar days of Case Assignment to Contractor.
- 6.4.2 Contractor investigators must possess the following minimum qualifications:
 - Two (2) years of experience conducting employment and/or administrative investigations.
- 6.4.3 Contractor shall submit to County executed Confidentiality Agreement (Exhibit G) for each Contractor employee performing services covered by this Master Agreement, as set forth in Sub-paragraph 7.6.5 (Confidentiality) of the Master Agreement, and for non-employees as set forth in Sub-paragraph 7.6.6 of this SOW.
- 6.4.4 Contractor shall be required to background check their employees as set forth in Paragraph 7.5 (Background & Security Investigations) of the Master Agreement.
- 6.4.5 Contractor shall ensure their employees have obtained a County Contractor Identification before they are assigned to work in a County facility, as set forth in Paragraph 7.4 (Contractor's Staff Identification) of the Master Agreement.

6.5 Identification Badges

- 6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification) of the Master Agreement.
- 6.5.2 Contractor shall be responsible for obtaining the County Contractor identification badges from County for its employees and distributing them to its employees.
- 6.5.3 Contractor shall be responsible for timely obtaining each of the County Contractor identification badges from its employees and returning them to County as set forth in Paragraph 7.4 (Contractor's Staff Identification) of the Master Agreement.

6.6 License

Contractor shall possess a current Private Investigator license issued by the State of California and/or be an active member of the California State Bar.

6.7 Materials and Equipment

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

6.8 Training

COUNTY

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

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

CONTRACTOR

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

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

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

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

6.9 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8:00

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

7.0 SPECIFIC WORK REQUIREMENTS

Assignment of Work to Contractor:

- 7.1 Upon issuance of a "Work Order and Contractor Certification" (Master Agreement, Exhibit H [Sample Work Order and Contractor Certification]), Contractor shall execute Section II certifying its ability to accept the case assignment and to complete it pursuant to the Master Agreement requirements.
- 7.2 After executing Section II, Contractor shall electronically return the "Work Order and Contractor Certification" to the County Project Manager within two (2) Business Days of issuance of the Work Order and the original signed copy to County within fifteen (15) Business Days of the issuance of the Work Order.

Investigative Plan:

- 7.3 Utilizing the template provided by County (Exhibit A [SOW A.1], Exhibit 2), Contractor shall develop an appropriate Investigative Plan describing the complaint analysis and approach to guide the investigator at the onset of each investigation, including but not limited to, identification of the adverse action(s) alleged, the protected "basis" of discrimination involved, the list of initial witnesses to be interviewed, and a list of initial documents to be obtained. The Investigative Plan is completed after the review of the case file.
- 7.4 Within ten (10) Business Days of Case Assignment, Contractor shall electronically submit for review and approval an Investigative Plan for each assigned case to the County Project Director.
- 7.5 Contractor shall electronically submit revised Investigative Plans when actual performance differs substantially from planned performance. Within four (4) Business Days of determining the performance differentiation, revisions shall be submitted to the County Project Manager for review and approval.

Monthly Status Reports:

- 7.6 Utilizing the template provided by County (Exhibit A [SOW A.1], Exhibit 5), Contractor shall complete a Monthly Status Report describing the status of the equity investigation for all equity investigation cases assigned to and/or pending with Contractor for the prior Calendar Month. The Monthly Status Report includes general case information, Contractor's assigned investigator, due date and submission dates of the Investigative Plan, what has been accomplished, what remains to be accomplished, any barriers which may preclude the Case Report

from being submitted to County within 90 days of Case Assignment to Contractor, requests for County assistance needed to address the barrier(s), and the initial and any County-approved extensions to the due date for the Investigative Report.

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

Case Investigation:

- 7.8 Contractor shall identify and analyze all relevant and pertinent testimonial, documentary, and/or physical evidence relevant to the allegations.
- 7.9 Contractor shall utilize appropriate interview techniques, credibility assessments, and conduct effective and comprehensive witness interviews. Contractor shall audio record every interview. Contractor shall provide notification that the interview will be audio recorded.
- 7.10 Contractor shall immediately notify the County Project Director and County Project Manager of other matters uncovered during the course of the investigations that may potentially violate any federal, state and/or County anti-discrimination laws, regulations or policies related to anti-discrimination, including the CPOE.
- 7.11 Contractor shall communicate with designated DHR staff and any other relevant County representatives as deemed reasonable to keep County informed of progress as necessary to obtain additional data and/or information needed to complete the investigation.

Investigative Report:

- 7.12 Utilizing the template provided by County (Exhibit 3 [Investigative Report Template] of Exhibit A [SOW A.1]), Contractor shall provide a comprehensive written Investigative Report for each investigation. The report shall include an investigative summary containing all facts and evidence relevant to the investigation, exhibits that contain relevant documentary evidence, and/or other documentation prescribed by County. The Investigative Report shall be organized in the format provided by County in Exhibit 3 (Investigative Report Template) of Exhibit A (SOW A.1).
- 7.13 To be compensated at the highest rate in accordance with Exhibit B (Tiered Pricing Schedule), Contractor shall complete all equity investigations, including the specific tasks contained herein, and submit the Investigative Report to County no later than 90 calendar days or within 81 billable hours, whichever occurs first, after Case Assignment to Contractor.
- 7.14 Contractor shall electronically submit the Investigative Report to the County Project Director in both a Word document and a PDF document.
- 7.15 Contractor shall provide modifications to previously submitted reports as requested by County.

Investigative Case File:

- 7.16 Contractor shall provide a comprehensive electronic Investigative Case File for each investigation. The Investigative Case File shall include all documents obtained and/or created during the investigative process, including working documents and investigator notes.
- 7.17 Contractor shall organize all documents and audio recordings in electronic files as described in Exhibit 3 (Investigative Report Template) of Exhibit A (SOW A.1).
- 7.18 Contractor shall electronically submit the Investigative Case File to County concurrently with the Investigative Report.
- 7.19 Contractor shall hand-deliver any documents in the Investigative Case File to County which cannot be electronically submitted, and any documents which are original documents. Documents will be hand-delivered only to the County Project Director and/or County Project Manager in a secured, sealed envelope or container which is clearly marked "Confidential."

Request for Extension of Time:

- 7.20 Contractor shall immediately advise the County Project Director and County Project Manager of any issue(s) that would preclude the timely completion of the case investigation and submission of required reports as set forth in this Master Agreement.
- 7.21 Contractor shall immediately electronically submit Contractor's Request for Good Cause Extension of time on case investigation (Exhibit A [SOW A.1], Exhibit 4) to County if there is good cause for Contractor to request an extension to the timeline to submit the Investigative Plan (i.e., 10 calendar days from Case Assignment) and/or Investigative Report (i.e., 90 calendar days from Case Assignment). Any Request for Extension of Time shall be approved or denied at the sole discretion of County and shall be deemed approved only in writing by County.

Electronic Documents:

- 7.22 Contractor shall submit all documents to County in an electronic PDF format, except for the Investigative Summary which shall be submitted in both an electronic PDF format and a Word document format.
- 7.23 Contractor shall electronically submit all required documents, including but not limited to, Investigative Plans, Investigative Reports, Monthly Status Reports, and Requests for Good Cause Extension, to the County Project Manager utilizing the Instructions for Electronic Submission of Documents. Contractor shall adhere to all instructions and protocols when electronically submitting documents to County to ensure secure and confidential transmission of all documents, including but not limited to, the requirements set forth in Exhibit J (Information Security and Privacy Requirements) to the Master Agreement.

- 7.24 Contractor shall use the file naming protocol provided by County for all electronic files submitted to County.
- 7.25 Contractor shall immediately permanently delete all electronic files from its records and servers and destroy all paper copies of documents in its possession upon receipt of written acceptance of the electronic documents by County. Contractor shall destroy such electronic records and paper documents by (a) shredding or otherwise destroying paper, film, or other hard copy media so that the document cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging or destroying electronic files such that the information cannot be retrieved, subject to the provisions of and as required by Exhibit J (Information Security and Privacy Requirements) to the extent applicable.

Related Work:

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

Confidentiality:

- 7.27 Contractor shall consider all documents, conversations, and evidence related to County investigative matters confidential and shall maintain all such documents, conversations and evidence in the strictest level of security and non-disclosure, in compliance with the Confidentiality Agreement (Master Agreement, Exhibits G3, G4 and/or G5).
- 7.28 Contractor shall ensure that all electronic and paper copy documents and records are permanently and securely deleted and destroyed after written acceptance of the document by County (see Paragraph 7.25 above), subject to the provisions of and in accordance with Master Agreement Exhibit J (Information Security and Privacy Requirements) to the extent applicable.

8.0 GREEN INITIATIVES

- 8.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 8.2 Contractor shall notify the County Project Manager of Contractor’s new green initiatives prior to the Master Agreement commencement.

STATEMENT OF WORK A.1

EQUITY INVESTIGATIONS

EXHIBITS

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Exhibit

- 1 Master Agreement Discrepancy Report
- 2 Investigative Plan
- 3 Investigative Report Template
- 4 Contractor's Request for Good Cause Extension
- 5 Monthly Status Report Template

MASTER AGREEMENT DISCREPANCY REPORT

TO: _____
 FROM: _____
 DATES: Prepared: _____
 Returned to Contractor: _____
 Action Completed: _____

1. DISCREPANCY PROBLEMS:

 Signature of County Representative

 Date

2. CONTRACTOR RESPONSE (Cause and Corrective Action):

 Signature of Contractor Representative

 Date

3. COUNTY EVALUATION OF CONTRACTOR RESPONSE:

 Signature of County Representative

 Date

4. COUNTY ACTIONS:

5. CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature: _____ Date: _____

Contractor Representative's Signature: _____ Date: _____



COUNTY EQUITY INVESTIGATIONS UNIT Investigative Plan

Case Number(s): _____

Contractor Case Assigned to: _____

Date Case Assigned to Contractor: _____

Date Investigative Plan Prepared: _____

Complaining Party (CP):

CP Name/Employee #	Job Title(s)	Department(s)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Subject of Investigation (SOI)

SOI Name/Employee #	Job Title(s)	Department(s)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

A. Alleged Protected Status (Check all identified)

Hold CTRL button on keyboard to select multiple lines in each box. Clicking on blank line resets selection.

B. Involved County Policy of Equity (CPOE) Provision(s)

Check the applicable CPOE Provisions for each identified SOI in the complaint:

	Section 1: Discrimination	Section 2: Sexual Harassment	Section 3: Harassment	Section 4: Third Party Harassment	Section 5: Inappropriate Conduct Towards Others (ICTO)**	Section 6: Retaliation	Section 11: Duty of Supervisors & Managers to Report	Section 12: Additional Duties of Supervisors & Managers
SOI #1								
SOI #2								
SOI #3								
SOI #4								
SOI #5								
SOI #6								
SOI #7								
SOI #8								
SOI #9								
SOI #10								

****Note:** ICTO is a lesser included charge and should always be marked in conjunction with one or more of the following other charges: Section 1. Discrimination, Section 2. Sexual Harassment, Section 3. Harassment, Section 4. Third Party Harassment, and Section 6. Retaliation.

C. Specific Allegations – Act(s) of Harm + Protected Basis:**List each allegation by SOI:****SOI #1. – [Include SOI Name, Employee #]**

Specific Allegation(s)	CPOE Section #	Name(s) of Potential Witness(es)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

SOI #2. – [Include SOI Name, Employee #]

Specific Allegation(s)	CPOE Section #	Name(s) of Potential Witness(es)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

SOI #3. – [Include SOI Name, Employee #]

Specific Allegation(s)	CPOE Section #	Name(s) of Potential Witness(es)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

SOI #4. – [Include SOI Name, Employee #]

Specific Allegation(s)	CPOE Section #	Name(s) of Potential Witness(es)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

SOI #5. – [Include SOI Name, Employee #]

Specific Allegation(s)	CPOE Section #	Name(s) of Potential Witness(es)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

SOI #6. – [Include SOI Name, Employee #]

Specific Allegation(s)	CPOE Section #	Name(s) of Potential Witness(es)
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

D. Timely Reporting:

- Date(s) allegation(s) occurred:
- Date supervisor/manager notified:
- Date complaint filed with CISU:

E. Steps of the Investigation**Date Completed**

1. Review case file.	
2. Draft initial investigative plan.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

Projected Completion/Submission Date to CEIU:**G. List of Potential Witnesses**

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

H. List of Documents

Type of document	Date of Request	Date of Receipt	Explain how document relates to allegation
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Notes/Additional Sheets:**Assigned Investigator(s)**

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

Review Information

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



DEPARTMENT OF HUMAN RESOURCES COUNTY EQUITY INVESTIGATIONS UNIT

Investigative Report Template

Each Investigative Report is comprised of the below required documents.

- Contractor to provide County with all documents in an electronic Case File saved as a single PDF document and all audio recordings saved as WMA file(s) at the conclusion of the case investigation.
- Required documents are to be organized and saved in the electronic Case File in the below specified order, with the Case File Cover Sheet at the top of the case file.
- Each section is to have the appropriate Section Cover page inserted at the beginning of the section (see *number 2 for cover sheets to be used*)
- *Note: The County may, at its sole discretion, make changes to the required document templates contractor is required to utilize for the Investigative Report.*

Elements to be included in Investigative Report		Reference	Section Description
1.	Case File Cover Sheet	1 Page	Provides a confidential cover sheet for case investigation file.
2.	Section Cover Page	5 Pages	Provides confidential divider sheets for separation of case investigation file documentation. <ul style="list-style-type: none"> • Table of Contents – Investigative Report • Investigative Summary • Intake Information • Exhibits • Admonition Forms
3.	Table of Contents	1 Page	Provides a Table of Contents for Investigative Report.
4.	Investigative Summary	5 Pages	Document created using the formatted CEIU template to provide a summary of the allegations, parties involved, and the case investigation.
5.	Intake Information	n/a	Section comprised of documents received from County Department(s) and/or the County Intake Specialist Unit (CISU).
6.	Exhibits	n/a	Section comprised of documents received and reviewed as part of case investigation.
7.	Admonition Forms	8 Pages	Section comprised of admonition forms (Administrative Rights & Responsibilities) signed by each individual interviewed during case investigation. One of four admonition forms are to be used based on status of interviewee to case investigation: <ul style="list-style-type: none"> • <u>Exhibit 7.1</u>: For Complaining Party - County Employee • <u>Exhibit 7.2</u>: For Complaining Party - Non-County Employee • <u>Exhibit 7.3</u>: For Subject of Investigation • <u>Exhibit 7.4</u>: For Witness - County Employee • <u>Exhibit 7.5</u>: For Witness - Non-County Employee

Elements to be included in Investigative Report		Reference	Section Description
8.	Audio Tracking Sheet & Audio Recordings	1 Page	<u>The Audio Tracking Sheet</u> : Provides a list of recorded interviews. <u>Audio Recordings</u> : All interview recordings are to be saved in WMA file format as separate electronic files, and are to be submitted concurrently with the submission of the electronic PDF Case File. The lowest memory storage size for audio may be used.
Instructional Document		Reference	Section Description
9.	Contractor Investigative Summary Template Instructions	12 Pages	Provides detailed navigation instructions for generating and utilizing the Investigative Summary.



CONFIDENTIAL

DEPARTMENT OF HUMAN RESOURCES
COUNTY EQUITY INVESTIGATIONS UNIT

CASE # [INSERT CASE NUMBER]

TABLE OF CONTENTS

INVESTIGATIVE REPORT

INVESTIGATIVE SUMMARY

INTAKE INFORMATION

EXHIBITS

ADMONITION FORMS

**DEPARTMENT OF HUMAN RESOURCES
COUNTY EQUITY INVESTIGATIONS UNIT**

TABLE OF CONTENTS
CASE # [INSERT CASE NUMBER]

1. Investigative Summary
2. Intake Information (*List all intake detail document*)
 - *[Insert document name, date of document]*
 - *[Insert document name, date of document]*
 - *[Insert document name, date of document]*
3. Exhibits (*List all exhibit documents*)
 - *[Insert document name, date of document]*
 - *[Insert document name, date of document]*
 - *[Insert document name, date of document]*
 - *[Insert document name, date of document]*
 - *[Insert document name, date of document]*
4. Admonition Forms (*List all individuals with Admonition Forms and their title in case*)
 - CP *[Insert name]*
 - SOI *[Insert name]*
 - Witness *[Insert name]*



(Monitored Department)

INVESTIGATIVE REPORT

CEIU AND EXTERNAL CASE NUMBERS.

CONFIDENTIAL

ADMINISTRATIVE PROCESS DISCLAIMER:

The standards of proof and rules that govern administrative investigatory and disciplinary processes are different from those used in legal proceedings in courts of law. Consequently, no legal conclusions can or should be drawn from recommendations and/or decisions associated with this administrative process.

CASE SUMMARY

PRIMARY INVESTIGATOR	SECONDARY INVESTIGATOR
CEIU SENIOR REVIEWER	INVESTIGATION COMPLETED

CASE PARTIES

COMPLAINING PARTY		
CP FIRST & LAST NAME	EMP. #	DEPARTMENT
CURRENT JOB TITLE	CURRENT UNIT OF ASSIGNMENT	CURRENT SUPERVISOR/MANAGER
DEMOGRAPHICS/REPORTING RELATION:		
APPLICABLE TRAINING <small>(See Training Records for details)</small> CURRENT TRAINING: DATE: OTHER RELATED: DATE:		
DISCIPLINE:	CEIU "A" COMPLAINTS:	
INTERVIEW STATUS		
DATE: AUDIO:	ADMIN RIGHTS:	

SUBJECT OF INVESTIGATION		
SOI FIRST & LAST NAME	EMP. #	DEPARTMENT
CURRENT JOB TITLE	CURRENT UNIT OF ASSIGNMENT	CURRENT SUPERVISOR/MANAGER
DEMOGRAPHICS/REPORTING RELATION:		
APPLICABLE TRAINING <small>(See Training Records for details)</small> CURRENT TRAINING: DATE: OTHER RELATED: DATE:		
DISCIPLINE:	CEIU "A" COMPLAINTS:	
INTERVIEW STATUS		
DATE: AUDIO:	ADMIN RIGHTS:	SOI STATUS:

WITNESSES		
WITNESS FIRST & LAST NAME	EMP. #	DEPARTMENT
CURRENT JOB TITLE	CURRENT UNIT OF ASSIGNMENT	CURRENT SUPERVISOR/MANAGER
DEMOGRAPHICS/REPORTING RELATION:		
INTERVIEW STATUS		
DATE: AUDIO:	ADMIN RIGHTS:	

BACKGROUND INFORMATION

COMPLAINT INFORMATION			
DATE DEPARTMENT NOTIFIED	INTAKE NOTIFICATION DATE	DATE CEIU OPENED	MEDIATION STATUS
INCIDENT DATE	CISU INTAKE NUMBERS		POBOR/FBOR EMPLOYEE STATUS: STATUTE DATE:

INVOLVED CODES AND POLICIES	
SOI LAST NAME	COUNTY POLICY OF EQUITY – PPG 812 SECTION OR LOS ANGELES COUNTY CODE

INVESTIGATOR NOTES

INVESTIGATIVE ALLEGATIONS AND SUMMARY

SPECIFIC ALLEGATIONS
1.
INVESTIGATIVE STATEMENTS



**COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES**

**ADMINISTRATIVE RIGHTS & RESPONSIBILITIES
COMPLAINING PARTY
(COUNTY/VICARIOUS EMPLOYEE)**

I am _____, with
I can be reached by telephone at _____.

You are about to be questioned as part of an official Los Angeles County administrative investigation. DHR is required to conduct an investigation whenever a complaint of employment discrimination has been given an "A" designation by the County Intake Specialist Unit (CISU). As the Complaining Party, your statement is necessary in the investigation of the following allegation(s): A

made against _____ a _____ employee(s), identified in this matter.

The interview will be recorded.

To ensure a full, fair and effective investigation of this matter, and in order to preserve public confidence in the County's ability to operate effectively, during the pendency of the investigation, you are directed not to discuss this investigation or its subject matter with anyone other than the investigator, your union representative(s) and/or legal counsel. This directive is not intended to prevent or discourage you from forming, joining, participating and/or refusing to join or participate in the activities of employee organizations for the purpose of representation on employee relations matters.

You may continue to engage in protected activity under the Employee Relations Ordinance (County Code Section 5.04 is provided, in part, on reverse side) including but not limited to discussing any other aspects of your employment and working conditions with others, including co-workers. If you are unsure whether discussing certain issues with others would violate this order, you may consult with your union representative(s) and/or legal counsel, who may advise you.

This matter must remain confidential for the following reasons: (check applicable): for accurate collection of information from individuals, to safeguard against the destruction of evidence, to protect witnesses, or to prevent the disclosure or sharing of names or other sensitive information. This directive shall automatically be lifted when these factors no longer exist.

As a County/Vicarious employee, you are required to participate in administrative investigations including any and all interviews deemed necessary and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to the County's Policies, Procedures and Guidelines, PPG 910. You are expected to be honest, forthcoming, and accurate in your responses. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge.

Be advised that the information you provide may be used as a basis for disciplinary action, and if such action is taken, the employee(s) receiving discipline may be given such information. Additionally, any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

Should you have any questions regarding any part of this admonishment, or the investigation, you may contact me at the number above.

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

DATE:

EMPLOYEE #:

SIGNATURE:

PRINT NAME:

INVESTIGATOR'S SIGNATURE:

Chapter 5.04 EMPLOYEE RELATIONS

5.04.010 Title of Provisions.

The ordinance codified in this chapter shall be known as the "employee relations ordinance of the County of Los Angeles." (Ord. 9646 § 1, 1968)

5.04.020 Policy Statement.

The Board of Supervisors of the County of Los Angeles declares that it is the public policy of the County and the purpose of the ordinance codified in this chapter to promote the improvement of personnel management and relations between the County of Los Angeles and its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and services of County government. This policy is supplemented by provisions:

- A. Recognizing and defining the rights of employees to join organizations of their own choosing for the purpose of representation on matters affecting employee relations or to represent themselves individually in dealing with the County;
- B. Establishing formal rules and procedures to provide for the orderly and systematic presentation, consideration and resolution of employee relations matters; and
- C. Creating an independent employee relations commission to ensure that all County employees and their representatives are fairly treated, that their rights are maintained, and that their requests are fairly heard, considered and resolved. (Ord. 9646 § 2, 1968.)

5.04.070 Employee Rights.

Employees of the County shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employee relations. Employees of the County also shall have the right to refuse to join, or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the County. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his exercise of these rights. (Ord. 9646 § 4, 1968.)



**COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES**

**ADMINISTRATIVE RIGHTS & RESPONSIBILITIES
(COMPLAINING PARTY- NON-COUNTY)**

I am _____, R. _____, with
I can be reached by telephone at _____.

You are about to be questioned as part of an official Los Angeles County administrative investigation. DHR is required to conduct an investigation whenever a complaint of employment discrimination has been given an "A" designation by the County Intake Specialist Unit (CISU). As the Complaining Party, your statement is necessary in the investigation of the following allegation(s): A

made against _____ a _____ employee(s), identified in this matter.

The interview will be recorded.

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

Be advised that the information you provide may be used as a basis for disciplinary action, and if such action is taken, the employee(s) receiving discipline may be given such information. Additionally, any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/ Department policy and could result in disciplinary action, up to and including discharge.

Should you have any questions regarding any part of this admonishment, or the investigation, you may contact me at the number above.

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

DATE:

EMPLOYEE #:

SIGNATURE:

PRINT NAME:

INVESTIGATOR'S SIGNATURE:

APPLICABLE TO:

- *Former employee(s) and Former temp(s)*



**COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES**

Admonition Form

**ADMINISTRATIVE RIGHTS & RESPONSIBILITIES
SUBJECT OF INVESTIGATION**

I am _____, RI _____, with _____
I can be reached by telephone at _____.

You are about to be questioned as part of an official Los Angeles County administrative investigation. DHR is required to conduct an investigation whenever a complaint of employment discrimination has been given an "A" designation by the County Intake Specialist Unit (CISU). You have been identified as a Subject of Investigation in a complaint alleging: A _____

As the Subject of Investigation, you have the right to have a representative of your choice, who is not involved in this investigation, present with you during the interview

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

To ensure a full, fair and effective investigation of this matter, and in order preserve public confidence in the County's ability to operate effectively, during the pendency of the investigation, you are directed not to discuss this investigation or its subject matter with anyone other than the investigator, your union representative(s) and/or legal counsel. This directive is not intended to prevent or discourage you from forming, joining, participating and/or refusing to join or participate in the activities of employee organizations for the purpose of representation on employee relations matters.

You may continue to engage in protected activity under the Employee Relations Ordinance (County Code Section 5.04 is provided, in part, on reverse side) including but not limited to discussing any other aspects of your employment and working conditions with others, including co-workers. If you are unsure whether discussing certain issues with others would violate this order, you may consult with your union representative(s) and/or legal counsel, who may advise you.

This matter must remain confidential for the following reasons: (check applicable): for accurate collection of information from individuals, to safeguard against the destruction of evidence, to protect witnesses, or to prevent the disclosure or sharing of names or other sensitive information. This directive shall automatically be lifted when these factors no longer exist.

As a County employee, you are required to participate in administrative investigations including any and all interviews deemed necessary and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to the County's Policies, Procedures and Guidelines, PPG 910. You are expected to be honest, forthcoming, and accurate in your responses. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge. Please know your administrative interview statements may not be used against you in a subsequent criminal proceeding.

Be advised that the information you provide may be used as a basis for disciplinary action, and if such action is taken, the employee(s) receiving discipline may be given such information. Additionally, any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/ Department policy and could result in disciplinary action, up to and including discharge.

Should you have any questions regarding any part of this admonishment, or the investigation, you may contact me at the number above.

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

DATE:

EMPLOYEE #:

SIGNATURE:

PRINT NAME:

INVESTIGATOR'S SIGNATURE:

Chapter 5.04 EMPLOYEE RELATIONS

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5.04.020 Policy Statement.

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- A. Recognizing and defining the rights of employees to join organizations of their own choosing for the purpose of representation on matters affecting employee relations or to represent themselves individually in dealing with the County;
- B. Establishing formal rules and procedures to provide for the orderly and systematic presentation, consideration and resolution of employee relations matters; and
- C. Creating an independent employee relations commission to ensure that all County employees and their representatives are fairly treated, that their rights are maintained, and that their requests are fairly heard, considered and resolved. (Ord. 9646 § 2, 1968.)

5.04.070 Employee Rights.

Employees of the County shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employee relations. Employees of the County also shall have the right to refuse to join, or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the County. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his exercise of these rights. (Ord. 9646 § 4, 1968.)



**COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES**

Admonition Form

**ADMINISTRATIVE RIGHTS & RESPONSIBILITIES
(WITNESS – COUNTY/VICARIOUS EMPLOYEE)**

I am _____, Re _____, with
I can be reached by telephone _____.

You are about to be questioned as part of an official Los Angeles County administrative investigation. DHR is required to conduct an investigation whenever a complaint of employment discrimination has been given an "A" designation by the County Intake Specialist Unit (CISU). You have been identified as a Witness in an employment discrimination complaint alleging the following: A

The interview will be recorded.

To ensure a full, fair and effective investigation of this matter, and in order to preserve public confidence in the County's ability to operate effectively, during the pendency of the investigation, you are directed not to discuss this investigation or its subject matter with anyone other than the investigator, your union representative(s) and/or legal counsel. This directive is not intended to prevent or discourage you from forming, joining, participating and/or refusing to join or participate in the activities of employee organizations for the purpose of representation on employee relations matters.

You may continue to engage in protected activity under the Employee Relations Ordinance (County Code Section 5.04 is provided, in part, on reverse side) including but not limited to discussing any other aspects of your employment and working conditions with others, including co-workers. If you are unsure whether discussing certain issues with others would violate this order, you may consult with your union representative(s) and/or legal counsel, who may advise you.

This matter must remain confidential for the following reasons: (check applicable): for accurate collection of information from individuals, to safeguard against the destruction of evidence, to protect witnesses, or to prevent the disclosure or sharing of names or other sensitive information. This directive shall automatically be lifted when these factors no longer exist.

As a County/Vicarious employee, you are required to participate in administrative investigations including any and all interviews deemed necessary and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to the County's Policies, Procedures and Guidelines, PPG 910. You are expected to be honest, forthcoming, and accurate in your responses. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge.

Be advised that the information you provide may be used as a basis for disciplinary action, and if such action is taken, the employee(s) receiving discipline may be given such information. Additionally, any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

Should you have any questions regarding any part of this admonishment, or the investigation, you may contact me at the number above.

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

DATE:

EMPLOYEE #:

SIGNATURE:

PRINT NAME:

INVESTIGATOR'S SIGNATURE:

Chapter 5.04 EMPLOYEE RELATIONS

5.04.010 Title of Provisions.

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5.04.020 Policy Statement.

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- A. Recognizing and defining the rights of employees to join organizations of their own choosing for the purpose of representation on matters affecting employee relations or to represent themselves individually in dealing with the County;
- B. Establishing formal rules and procedures to provide for the orderly and systematic presentation, consideration and resolution of employee relations matters; and
- C. Creating an independent employee relations commission to ensure that all County employees and their representatives are fairly treated, that their rights are maintained, and that their requests are fairly heard, considered and resolved. (Ord. 9646 § 2, 1968.)

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**COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES**

Admonition Form

**ADMINISTRATIVE RIGHTS & RESPONSIBILITIES
(WITNESS NON-COUNTY)**

I am _____, with
I can be reached by telephone at _____.

You are about to be questioned as part of an official Los Angeles County administrative investigation. DHR is required to conduct an investigation whenever a complaint of employment discrimination has been given an "A" designation by the County Intake Specialist Unit (CISU).

You have been identified as a witness in an employment discrimination complaint filed by a Los Angeles County employee. The Complaining Party has not filed a complaint against you, and you are not under investigation as a subject in this matter.

The interview will be recorded.

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

Be advised that the information you provide may be used as a basis for disciplinary action, and if such action is taken, the employee(s) receiving discipline may be given such information. Additionally, any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

Should you have any questions regarding any part of this admonishment, or the investigation, you may contact me at the number above.

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

DATE:

EMPLOYEE #:

SIGNATURE:

PRINT NAME:

INVESTIGATOR'S SIGNATURE:

APPLICABLE TO:

- ***Member(s) of the public, Vendor(s), Former employee(s) or Former temp(s)***

DEPARTMENT OF HUMAN RESOURCES

AUDIO TRACKING SHEET

CEIU Number: *[Insert case number]*

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

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

File Names:

Complaining Party

[Insert name]

Subjects of Investigation

[Insert name]

[Insert name]

[Insert name]

Witnesses

[Insert name]

[Insert name]

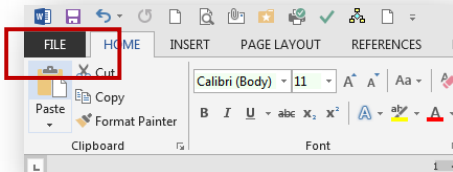
[Insert name]

Contractor Investigative Summary Template Instructions

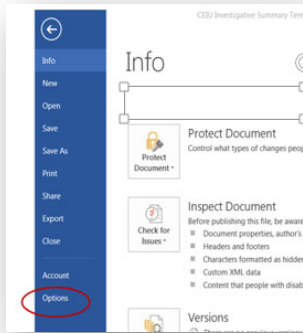
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Step 2. Select **FILE** from the menu

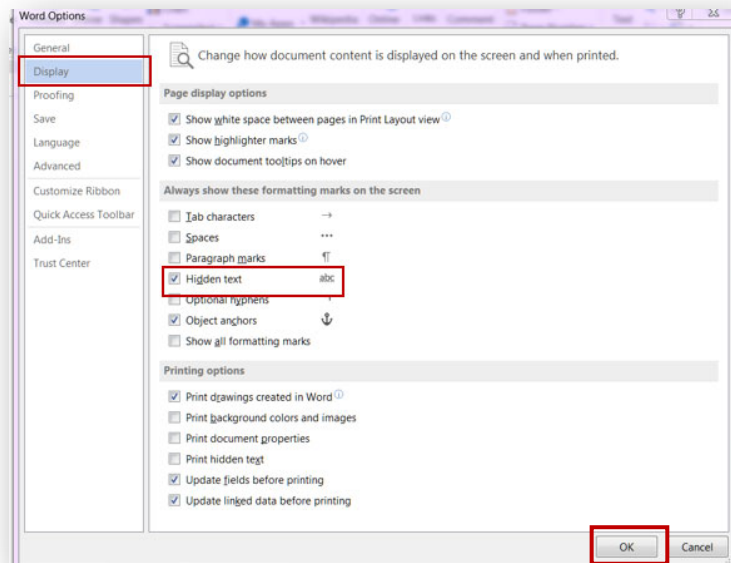


Step 3. Select **OPTIONS**

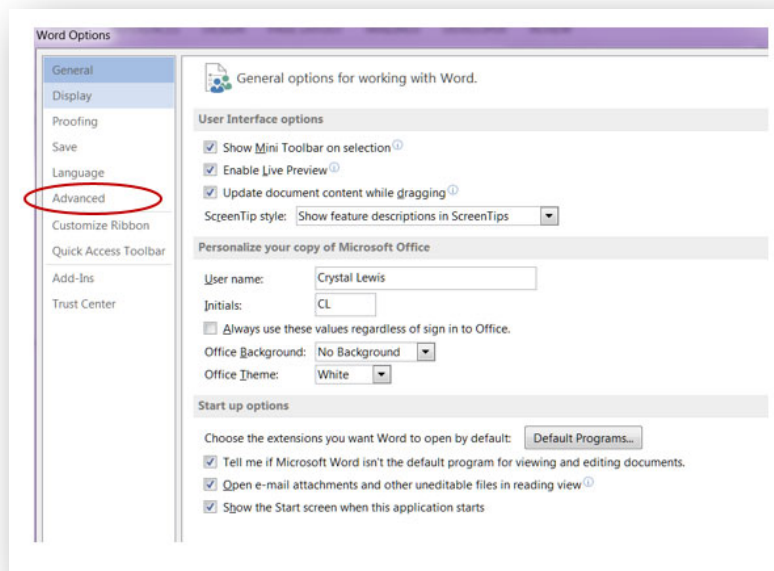


Contractor Investigative Summary Template Instructions

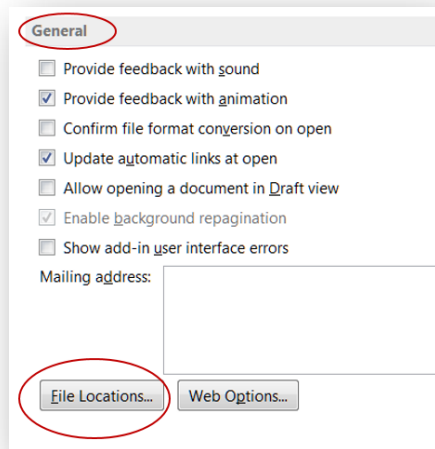
Step 4. Select **DISPLAY** and select **HIDDEN TEXT** so that templates instructions are displayed



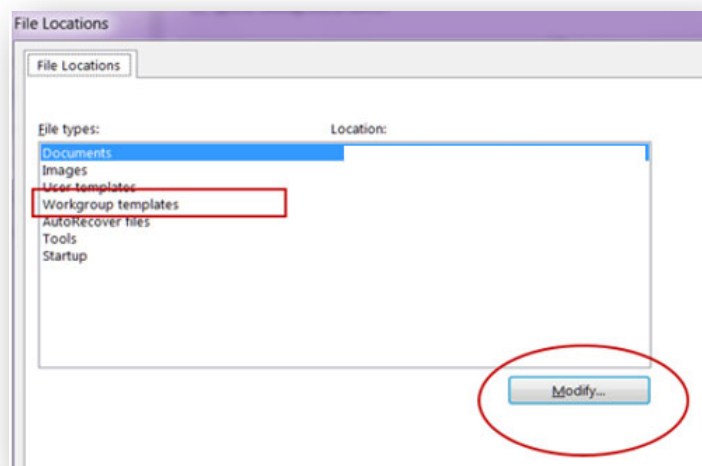
Step 5. Select **ADVANCED**



Step 6. Scroll down to the *GENERAL* Section and click on *FILE LOCATIONS...*

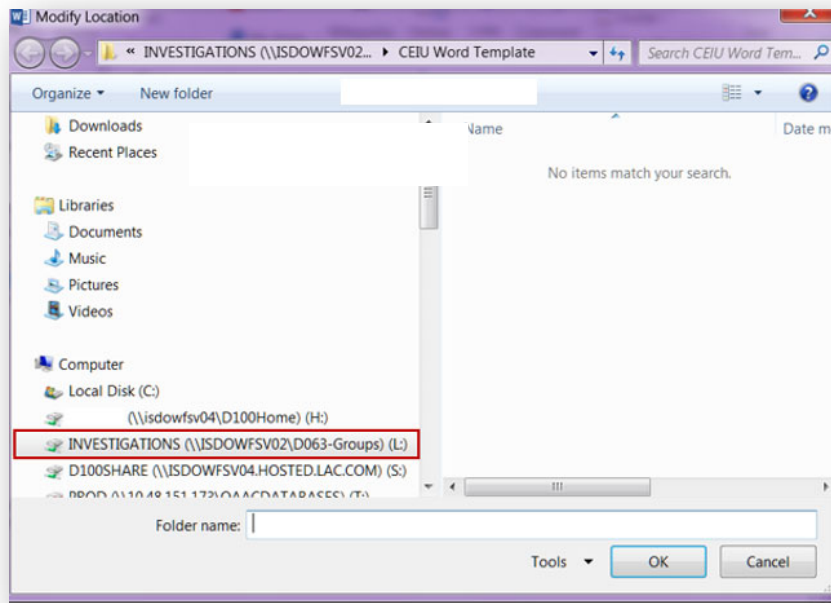


Step 7. Select *WORKGROUP TEMPLATES* - Click on *MODIFY*

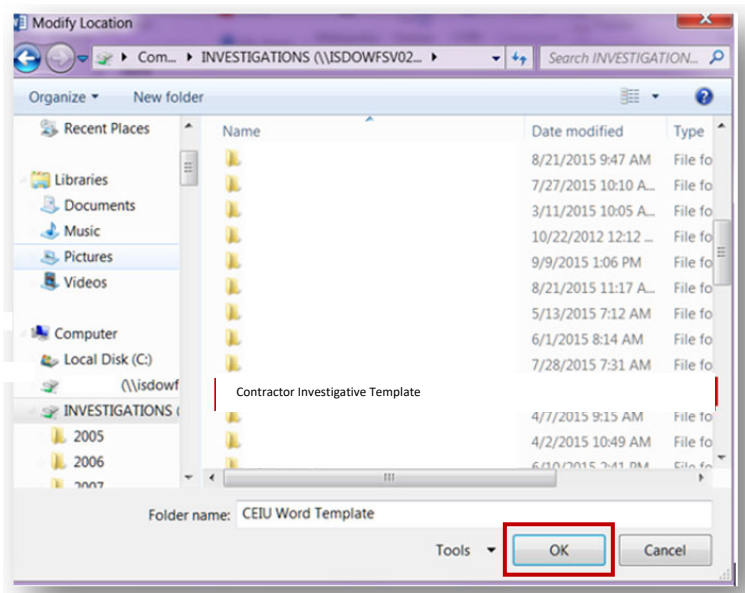


Contractor Investigative Summary Template Instructions

Step 8. Select *the shared drive* where the template is saved: See the below example:

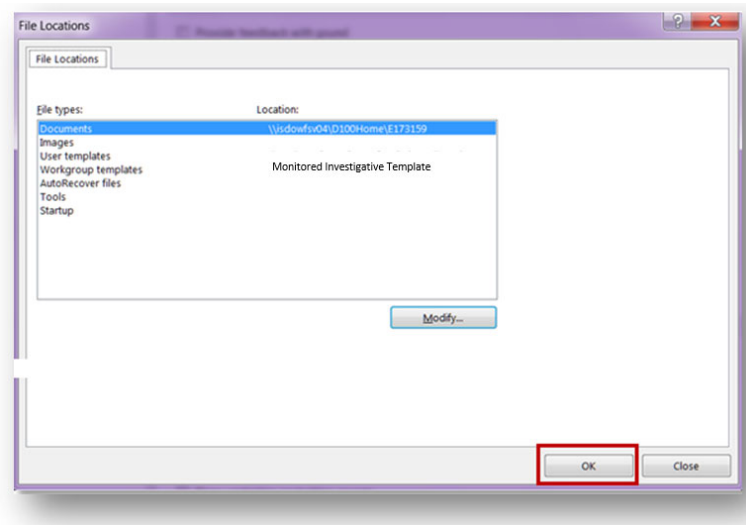


Step 9. Select the *Contractor Investigative Template* folder and Click *OK*

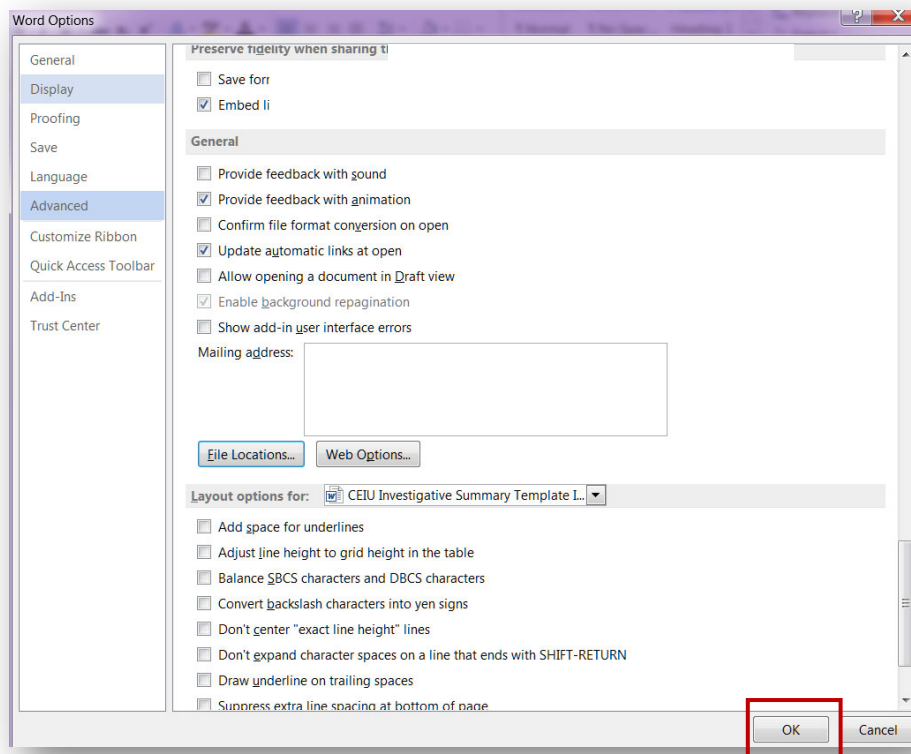


Contractor Investigative Summary Template Instructions

Step 10. Click **OK** – (screen is returned to File Locations menu)

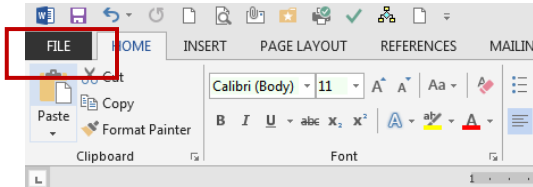


Step 11. Click **OK** – (screen is returned to Word Options menu) to close menu.

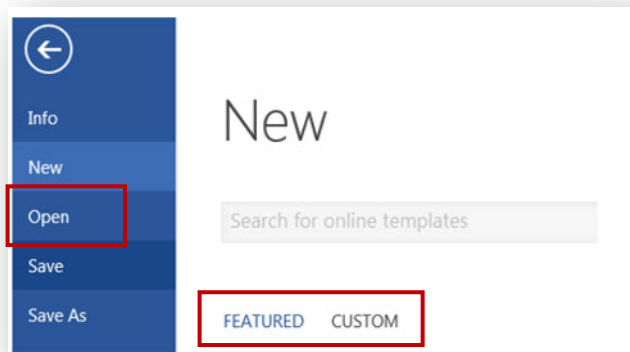


Contractor Investigative Summary Template Instructions

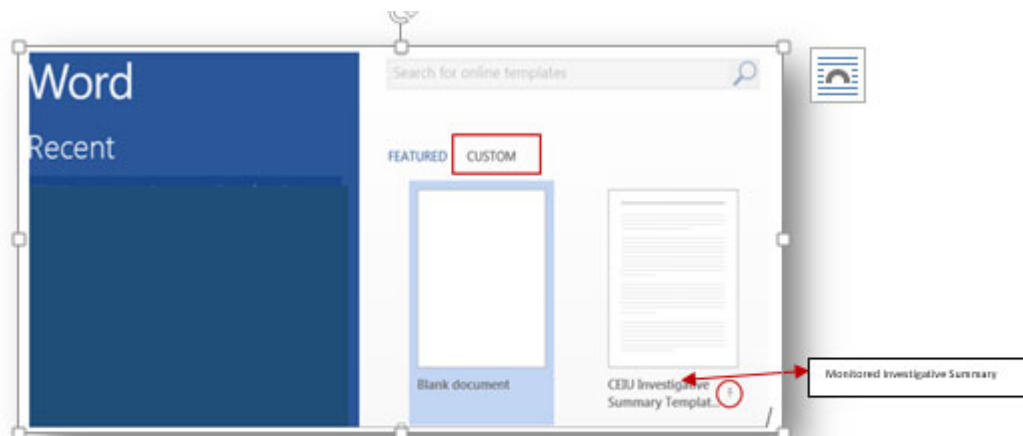
Step 12. Select [FILE](#)



Step 13. Select [NEW](#) and you will see [FEATURED](#) as well as [CUSTOM](#) or [SHARED](#)

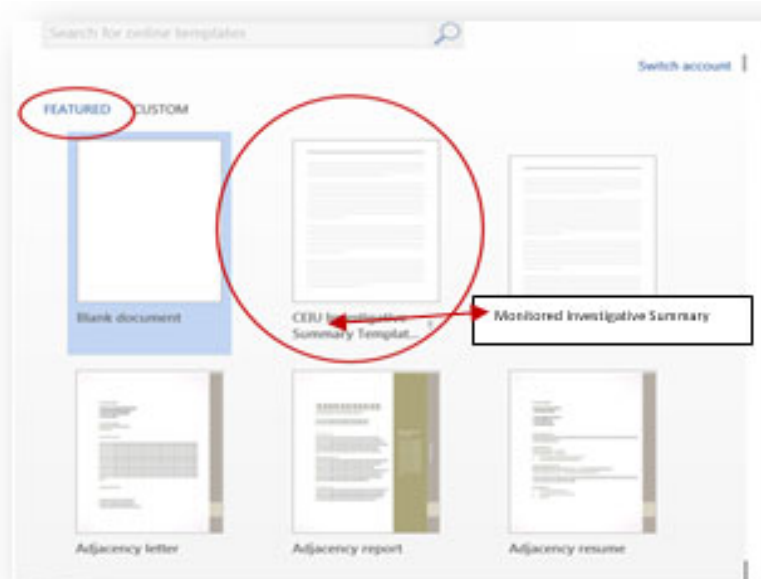


Step 14. Click on [CUSTOM](#) or [SHARED](#) and hover cursor on Contractor Investigative Summary – Click on the pushpin to the right to pin template to the Featured templates



Contractor Investigative Summary Template Instructions

Step 15. Click on *FEATURED*. The *Contractor Investigative Summary Template* is now pinned and ready to use.



Contractor Investigative Summary Template

1. Click on [FILE](#), then [NEW](#) and select Contractor Investigative Summary Template from the Featured Templates. Each time the template is selected a new Word document will open.
2. **MOVING THROUGH DOCUMENT:** After opening a new document, you can [CLICK](#) or [TAB](#) to move to each section starting with the CEIU Case Number.
3. **SAVING REPORT DOCUMENT:** Save document with a new name and as a Word document in order to prevent saving over the template. I.E. CP Last Name, First Name, CEIU Case Number.
4. **DEPARTMENT NAME AND CASE NUMBER:** Select Department Name or type in name. Enter all CEIU and External case numbers. This field auto populates the Footer case numbers. *(If you don't see the case number – go to print preview and the field will auto populate)*

1

CHOOSE A DEPARTMENT OR ENTER EMPLOYER
(Monitored Department)

INVESTIGATIVE REPORT

CEIU AND EXTERNAL CASE NUMBERS.

CONFIDENTIAL

Administrative Process 8.0 (1/1/17)
The contents of this report and the administrative process are not to be used in legal proceedings in courts of law. Consequently, no legal conclusions can or should be drawn from recommendations and/or decisions associated with this administrative process.

5. **CASE SUMMARY:** This section is for a brief overview of the allegations and information disclosed. To enter another paragraph – use [Shift+Enter](#)

CASE SUMMARY

This section replaces the summary chart and is an executive summary which provides an overview of CP's allegations, SOI's denial or admission and witness corroboration or disputing information in brief (i.e. 5 lines, 1 paragraph or 2). Example: CP Joe alleged SOI Jane subjected her to inappropriate racial comments or numerous occasions. SOI Jane denied the allegations and stated he and CP Joe were friends and frequently made racial comments to each other. All the witnesses stated they did not hear any of the comments.

Contractor Investigative Summary Template Instructions

6. CASE PARTIES:

CASE PARTIES		
COMPLAINING PARTY		
CP FIRST & LAST NAME Click here to enter text	EMP. # Click here to enter text	DEPARTMENT Choose a department or enter employer
CURRENT JOB TITLE Click here to enter text	CURRENT UNIT OF ASSIGNMENT Click here to enter text	CURRENT SUPERVISOR/MANAGER Click here to enter text
DEMOGRAPHICS/REPORTING RELATION: Click here to enter sex/race/age, involved protected characteristic & relation to CP/SOIs		
APPLICABLE TRAINING: (See Training Records for details) CURRENT TRAINING: Choose most current Training DATE: Select date OTHER RELATED: Click here to enter other relevant training on or before date of alleged incident DATE: Select date		
DISCIPLINE: Choose an item		CEIU "A" COMPLAINTS: Choose an item
INTERVIEW STATUS DATE: Select Date AUDIO: Choose audio ADMIN RIGHTS: Choose an item		
SUBJECT OF INVESTIGATION		
SOI FIRST & LAST NAME Click here to enter text	EMP. # Click here to enter text	DEPARTMENT Choose a department or enter employer
CURRENT JOB TITLE Click here to enter text	CURRENT UNIT OF ASSIGNMENT Click here to enter text	CURRENT SUPERVISOR/MANAGER Click here to enter text
DEMOGRAPHICS/REPORTING RELATION: Click here to enter sex/race/age, involved protected characteristic & relation to CP/SOIs		
APPLICABLE TRAINING: (See Training Records for details) CURRENT TRAINING: Choose most current Training DATE: Select date OTHER RELATED: Click here to enter other relevant training on or before date of alleged incident DATE: Select date		
DISCIPLINE: Choose an item		CEIU "A" COMPLAINTS: Choose an item
INTERVIEW STATUS DATE: Select Date AUDIO: Choose audio ADMIN RIGHTS: Choose an item SOI STATUS: Choose an item, if applicable		
WITNESSES		
WITNESS FIRST & LAST NAME Click here to enter text	EMP. # Click here to enter text	DEPARTMENT Choose a department or enter employer
CURRENT JOB TITLE Click here to enter text	CURRENT UNIT OF ASSIGNMENT Click here to enter text	CURRENT SUPERVISOR/MANAGER Click here to enter text
DEMOGRAPHICS/REPORTING RELATION: Click here to enter sex/race/age, involved protected characteristic & relation to CP/SOIs		
INTERVIEW STATUS DATE: Select Date AUDIO: Choose audio ADMIN RIGHTS: Choose an item		

- Type in name, employee # and select assigned Department or enter employer for CP, SOI & Witnesses, Current Unit of Assignment and Current Supervisor/Manager fields
- DEMOGRAPHICS/REPORTING RELATION TO - includes – sex/race/age/ and/or other protected status – Religion, etc. and the working relationship to the CP. For example:
Male/African American/23 – CP's co-worker, SOI's former subordinate, etc. Use the space bar to adjust spacing.
- Select from drop down menus –
 - Applicable Training to Case (CPOE, Sexual Harassment)

Sexual Harassment
County Policy of Equity for Line Staff
County Policy of Equity for Supervisors
No Record of Training
Signed Acknowledgement of the CPOE
Signed Acknowledgement of Sexual H

- Or Identify Other Applicable Training - Type in any other most relevant applicable training such as Return to Work, ADA Training, Cultural Diversity, etc. and the date.

Contractor Investigative Summary Template Instructions

- e. Discipline – Select applicable item (Formal or Informal, No Discipline (Use the Discipline/Administrative History table to list all applicable items)

DISCIPLINE/ADMINISTRATIVE HISTORY

CEIU CASE #: Click here to enter text.		
EMPLOYEE NAME: Click here to enter text.		
ACTION	DATE ISSUED	DETAILS
1. Choose an item.	Click here to enter a date.	Click here to enter text.

TO ENTER ADDITIONAL DOCUMENTS, CLICK ON THE PLUS (+) SIGN LOCATED AT THE END OF THE SECOND ROW.

The County of Los Angeles Countywide Discipline Guidelines states the following:

Formal Discipline - becomes part of the employee's personnel record pursuant to the Department of Human Resources PPG No. 210 (<http://dhr.mylacounty.info/>)

- Written Warning
- Written Reprimand
- Suspension
- Reduction
- Discharge

Informal Discipline - does not get inserted into the employee's official personnel record, but may be part of the employee's area file.

- Discussion/Coaching
- Verbal Counseling
- Written Notice of Expectations or Counseling

- f. CEIU "A" Complaints, Audio, Admin Rights
- g. SOI Status – **"if the SOI was not originally identified in the Intake Assessment"** and Added as SOI (add reason under Investigator Notes or Added as SOI for Failure to Report

Contractor Investigative Summary Template Instructions

7. BACKGROUND INFORMATION:

BACKGROUND INFORMATION

COMPLAINT INFORMATION				TO ADD MULTIPLE CASE INFORMATION CLICK THE PLUS (+) SIGN ON THE RIGHT OF THE LAST ROW	
DATE DEPARTMENT NOTIFIED Select Date	INTAKE NOTIFICATION DATE Select Date	DATE CEIU OPENED Select Date	MEDIATION STATUS Choose an item. Select date		
INCIDENT DATE Click here to enter date or range		CISU INTAKE NUMBERS Click here to enter Intake Numbers		POBOR/FBOR EMPLOYEE STATUS: Select Status. STATUTE DATE: Select Date	

INVOLVED CODES AND POLICIES		TO ADD ADDITIONAL SOIs CLICK ON THE PLUS (+) SIGN ON THE RIGHT OF THE LAST ROW					
SOI LAST NAME	COUNTY POLICY OF EQUITY – PPG 812 SECTION OR LOS ANGELES COUNTY CODE						
Click here to enter text.	Select Policy	Select Basis	Select Basis	Select Basis	Select Basis	Select Basis	Select Basis
	Select Policy	Select Basis	Select Basis	Select Basis	Select Basis	Select Basis	Select Basis
	Select Policy	Select Basis	Select Basis	Select Basis	Select Basis	Select Basis	Select Basis
	Select Policy	Select Basis	Select Basis	Select Basis	Select Basis	Select Basis	Select Basis
	Select Policy	Select Basis	Select Basis	Select Basis	Select Basis	Select Basis	Select Basis
	Select Policy	Select Basis	Select Basis	Select Basis	Select Basis	Select Basis	Select Basis

CEIU NOTES	ENTER INFORMATION REGARDING CASE PARTIES INVOLVED, SOIs ADDED OR REMOVED, ALLEGATIONS ADDED/REMOVED, COMPANION CASE INFORMATION, COMPLAINT BACKSTORY, ETC.,
Click here to enter text.	
SELECT CHRONOLOGY IF NEEDED.	

- MEDIATION STATUS: Select *Not Applicable* for Anonymous cases that were not sent to Mediation.
- POBOR/FBOR **EMPLOYEE STATUS**: Identify employee status for by selecting their status (i.e. Peace Officer, Fire FBOR, Non-Peace Officer or Not Applicable)

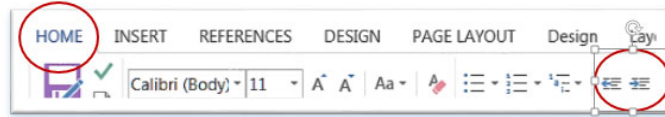
***To enter multiple cases if combined in one report - click on the plus sign on the right of the last row to add additional Sections*

- INVOLVED CODES AND POLICIES**: Hover mouse over choose a policy or Select Basis for the arrow and drop down list. Click on the appropriate policy and protected basis.
- CEIU (Investigator) Notes**: This section is used to add investigative note upfront regarding the Case Parties, allegations, mediation etc.
- INVESTIGATIVE ALLEGATIONS AND SUMMARY SECTIONS**: **Recommended Font - Calibri - size 11, Sentence Case and Justified.** All editing features are available in these two sections.

INVESTIGATIVE ALLEGATIONS AND SUMMARY

SPECIFIC ALLEGATIONS	ENUMERATE THE ALLEGATIONS AND CLEARLY STATE THE ALLEGED DATE OF INCIDENT, SPECIFIC SOI INVOLVED, ACT OF HARM AND PROTECTED BASIS.
1. Click here to enter allegations.	
INVESTIGATIVE STATEMENTS	ENTER STATEMENTS BY ALLEGATIONS IN THE ORDER OF CP, SOI AND WITNESS(ES). INCLUDE INVESTIGATOR NOTES AS NEEDED.
Click here to start investigative statements.	

In this section CEIU (Investigator) Notes are indented 5 spaces - Use the Indent feature in Word – Click on the [right arrow](#) and it will automatically indent 5 spaces.



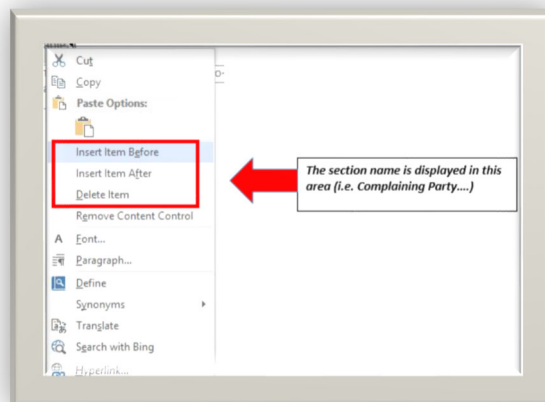
11. **CHRONOLOGIES OR TIMELINES:** Add a Chronology/Timeline for document driven, disability, FMLA and reasonable accommodation investigations.

<u>CHRONOLOGY</u>	
Use for Return-to-Work issues (Reasonable Accommodation, Ergo Assessment, and Family Medical Leave) or if a timeline of events is needed. In cases where a department created a Return-to-Work Chronology add a CEIU note referring to the Chronology as an Exhibit.	
TIME PERIOD COVERED:	
Date of Event	Actions/Details
Enter a date.	To add a new event, click on the plus sign (+) at the end of this row

12. **ADDING OR DELETING SECTIONS:** – Click on the plus sign at the end of the row - for Case Parties (CP, SOI and Witnesses), Complaint Information and Involved Codes & Policies

Step 1. Move cursor to the section you want to add or delete and click to see the

Step 2. Right Click on the mouse to see the option to delete





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

Case Number: _____
Complaining Party (CP): _____
Department: _____
Name of Contractor Case Assigned to: _____
Date Case Assigned to Contractor: _____

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

To Be Completed By Contractor:

To be Completed by County:

Current Due Date	Requested Extension Date	Request Is:		Approved Extension Date
		Approved	Not Approved	

Contractor's Justification for Request:

--

Contractor Submission By:

County Review By:

Name:	Name:
Title:	Title:
Signature:	Signature:
Date:	Date:

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

SOW A.1 - EXHIBIT 5

EQUITY INVESTIGATION SERVICES
 CONTRACTOR'S MONTHLY STATUS REPORT

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

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

SOW A.1 - EXHIBIT 5

EQUITY INVESTIGATION SERVICES
 CONTRACTOR'S MONTHLY STATUS REPORT

Case Number	POTENTIAL BARRIERS		COMMENTS	INVESTIGATIVE REPORT												
	Potential Issues That May Impact Contractor's Ability to Meet Investigative Report Due Date	Date Contractor Requested Assistance From County		Contractor Comments	Initial Investigative Report Due Date <small>(90 Days from Case Assignment)</small>	1st Good Cause Extension: Date Request Submitted to County	Request Status <small>(Select from Dropdown List)</small>	If Approved, 1st Revised Due Date for Investigative Plan	2nd Good Cause Extension: Date Request Submitted to County	Request Status <small>(Select from Dropdown List)</small>	If Approved, 2nd Revised Due Date for Investigative Plan	3rd Good Cause Extension: Date Request Submitted to County	Request Status <small>(Select from Dropdown List)</small>	If Approved, 2nd Revised Due Date for Investigative Plan	Date Investigative Report Submitted to County	Date Revised Investigative Report Submitted to County
1.				-												
2.				-												
3.				-												
4.				-												
5.				-												
6.				-												
7.				-												
8.				-												
9.				-												
10.				-												

STATEMENT OF WORK

A.2

FOR PERSONNEL INVESTIGATIONS

STATEMENT OF WORK A.2 FOR PERSONNEL INVESTIGATIONS

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STATEMENT OF WORK A.2 FOR PERSONNEL INVESTIGATIONS

1.0 SCOPE OF WORK

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

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

2.1 All changes must be made in accordance with Paragraph 8.1 (Amendments) of the Master Agreement.

3.0 QUALITY CONTROL

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

3.1 Method of monitoring to ensure that Master Agreement requirements are being met, which includes, but may not be limited to, at least one lead investigator. The lead investigator is tasked with, among other things, ensuring the quality of Contractor's investigations are consistent with County format and content requirements, as set forth in this Master Agreement. No additional payment will be made for the lead investigator's time.

4.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under this Master Agreement using the quality assurance procedures as defined in this Master Agreement, Section 8.0 (Standard Terms and Conditions), Paragraph 8.14 (County's Quality Assurance Plan).

4.1 As-Needed Meetings

Contractor is required to attend meetings on an as-needed basis as requested by the County. Failure to attend may cause an assessment of One Hundred Dollars (\$100).

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

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

The County Project Manager will determine whether a formal Master Agreement Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County Project Manager within five (5) 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 Manager within five (5) Business Days.

4.3 County Observations

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

5.0 DEFINITIONS

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

- 5.1 Calendar Month:** The first day through the last day of each month.
- 5.2 Capacity:** Contractor's ability to be assigned equity and/or personnel cases by County, to accept the cases and to timely meet all tasks, deliverables and expectations as required and described in the Master Agreement.
- 5.3 Date of Case Assignment:** The date of County's issuance of the "Work Order and Contractor Certification" assigning case(s) to Contractor.
- 5.4 Instructions for Electronic Submission of Documents:** Instructions provided to Contractor after execution of Master Agreement for electronically and securely receiving documents from, and submitting documents to, County.
- 5.5 Investigative Case File:** An electronic file which contains case documents obtained and/or created during case investigation process, including working documents. The Investigative Case File will adhere to the Investigative Case File Template (Exhibit A [SOW A.2], Exhibit 3) and will contain the case documents organized with labelled section dividers.
- 5.6 Investigative Plan:** A tool which helps the investigator navigate through the investigation and is completed after the review of the case file. The Investigative Plan will adhere to the Investigative Plan Template, and identifies the following: the Complaining Party ("CP"); the Subject of the Investigation ("SOI") and the alleged prohibited conduct of the SOI; the specific allegations and act(s) of harm; the list of

witnesses; the list of documents received, reviewed and/or needed; and an interview scheduling chart.

- 5.7 Investigative Report:** A written summary of the facts gathered during the course of the investigation with findings and analysis for each allegation. The Investigative Report will adhere to the Investigative Report Template, and include all referenced exhibits, documents, and copies of all recorded interviews.
- 5.8 Monthly Status Report:** A report provided to County by Contractor which provides the status of the investigation for all personnel investigation cases assigned to and/or pending with Contractor for the prior Calendar Month. The Monthly Status Report submitted by Contractor will adhere to the Monthly Status Report Template, and identifies the following: General case information, Contractor's assigned investigator, due date and submission dates of the Investigative Plan, what has been accomplished, what remains to be accomplished, any barriers which may preclude the Case Report from being submitted to County within 90 days of Case Assignment to Contractor, requests for County assistance needed to address the barrier(s), and the initial and any extensions to the due date for the Investigative Report.

6.0 RESPONSIBILITIES

County and Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

County will administer the Master Agreement according to the Master Agreement, Section 6.0 (Administration of Master Agreement – County). Specific duties will include:

- 6.1.1 Monitoring Contractor's performance in the daily operation of this Master Agreement.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Master Agreement, Section 8.0 (Standard Terms and Conditions), Paragraph 8.1 (Amendments).

6.2 Furnished Items

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

- 6.2.2 County will provide a County Contractor identification badge to Contractor employees as set forth in Paragraph 7.4 (Contractor's Staff Identification) of the Master Agreement.
- 6.2.3 County will provide Contractor the template for the Investigative Plan to be completed for each assigned case (Exhibit A [SOW A.2], Exhibit 2). County reserves the right to, in its sole discretion; revise the template to be used by Contractor.
- 6.2.4 County will provide Contractor a template to be followed for the organization and elements to be included in the Investigative Report (Exhibit A [SOW A.2], Exhibit 3). County reserves the right to, in its sole discretion; revise the template to be used by Contractor.
- 6.2.5 County will provide Contractor a form to request extension of time for submission of the Investigative Plan and/or Investigative Report (Exhibit A [SOW A.2], Exhibit 4). County reserves the right to, in its sole discretion; revise the form to be used by Contractor.
- 6.2.6 County will provide Contractor the template for the Monthly Status Report to be completed with information on all personnel investigation cases assigned to and/or pending with Contractor for the prior Calendar Month (Exhibit A [SOW A.2], Exhibit 5). County reserves the right to, in its sole discretion; revise the template to be used by Contractor.
- 6.2.7 County will provide Contractor with Instructions for Electronic Submission of Documents upon execution of the Master Agreement. County reserves the right to, in its sole discretion, revise the instructions to be used by Contractor.

CONTRACTOR

6.3 Project Manager

- 6.3.1 Contractor shall provide a Project Manager and a designated alternate. Contractor shall provide a telephone number where the Project Manager may be reached between the hours of 8:00 a.m. and 5:00 p.m. on all Business Days.
- 6.3.2 Project Manager/alternate shall act as a central point of contact with County.
- 6.3.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Master Agreement. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.4 Personnel

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

completion and submission of Investigative Report to County within 90 calendar days of Case Assignment to Contractor.

6.4.2 Contractor investigators must possess the following minimum qualifications:

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

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

6.4.4 Contractor shall be required to background check their employees as set forth in Paragraph 7.5 (Background & Security Investigations) of the Master Agreement.

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

6.5 Identification Badges

6.5.1 Contractor shall ensure their employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification) of the Master Agreement.

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

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

6.6 License

Contractor shall possess a current Private Investigator license issued by the State of California and/or be an active member of the California State Bar.

6.7 Materials and Equipment

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

6.8 Training

COUNTY

- 6.8.1 County will provide an initial, mandatory training to Contractor's designated representative on the requirements, processes, procedures standards and expectations of County for investigations being conducted under this Master Agreement, and will include training on the County Policy of Equity. This training will be provided at no cost to Contractor.
- 6.8.2 County will provide Contractor with up to three (3) dates to select from for the training described above in Sub-paragraph 6.8.1 and will attempt to schedule the training immediately after execution of Contractor's Master Agreement.

CONTRACTOR

- 6.8.3 Contractor shall designate its representative to be trained by County as described in 6.8.1. Training will be attended by Contractor's representative at no cost to County.
- 6.8.4 Contractor's representative shall train any Contractor staff that will be performing equity investigation services under this Master Agreement; Contractor shall not assign equity investigations to its staff that have not completed Contractor's equity training.
- 6.8.5 Contractor shall provide training programs for all its new employees within ten (10) business days of Contractor's employee being cleared/approved by County to perform work under this Master Agreement and shall continue in-service training for all its employees as needed. Contractor shall include the requirements, processes, procedures, standards and expectations of County for the investigations being conducted under this Master Agreement and will include training on the CPOE.
- 6.8.6 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

6.9 Contractor's Office

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

7.0 SPECIFIC WORK REQUIREMENTS

Assignment of Work to Contractor:

- 7.1 Upon issuance of a “Work Order and Contractor Certification” (Master Agreement Exhibit H [Sample Work Order and Contractor Certification]), Contractor shall execute Section II certifying its ability to accept the case assignment and to complete it pursuant to the Master Agreement requirements.
- 7.2 After executing Section II, Contractor shall electronically return the “Work Order and Contractor Certification” to the County Project Manager within two (2) Business Days of issuance of the Work Order and the original signed copy to County within fifteen (15) Business Days of the issuance of the Work Order.

Investigative Plan:

- 7.3 Utilizing the template provided by County (Exhibit A [SOW A.2], Exhibit 2), Contractor shall develop an appropriate Investigative Plan describing the complaint analysis and approach to guide the investigator at the onset of each investigation, including but not limited to, identification of the action(s) alleged, the list of initial witnesses to be interviewed, and a list of initial documents to be obtained. The Investigative Plan is completed after the review of the case file.
- 7.4 Within ten (10) Business Days of Case Assignment, Contractor shall electronically submit for review and approval an Investigative Plan for each assigned case to the County Project Director.
- 7.5 Contractor shall electronically submit revised Investigative Plans when actual performance differs substantially from planned performance. Within four (4) Business Days of determining the performance differentiation, revisions shall be submitted to the County Project Manager for review and approval.

Monthly Status Reports:

- 7.6 Utilizing the template provided by County (Exhibit A [SOW A.2], Exhibit 5), Contractor shall complete a Monthly Status Report describing the status of the personnel investigation for all personnel investigation cases assigned to and/or pending with Contractor for the prior Calendar Month. The Monthly Status Report includes general case information, Contractor's assigned investigator, due date and submission dates of the Investigative Plan, what has been accomplished, what remains to be accomplished, any barriers which may preclude the Case Report from being submitted to County within 90 days of Case Assignment to Contractor, requests for County assistance needed to address the barrier(s), and the initial and any County-approved extensions to the due date for the Investigative Report.
- 7.7 Contractor shall electronically submit Monthly Status Reports to the County Project Manager by no later than the 10th of every month for the prior Calendar Month.

Case Investigation:

- 7.8 Contractor shall identify and analyze all relevant and pertinent testimonial, documentary, and/or physical evidence relevant to the allegations.
- 7.9 Contractor shall utilize appropriate interview techniques, credibility assessments, and conduct effective and comprehensive witness interviews. Contractor shall audio record every interview. Contractor shall provide notification that the interview will be audio recorded.
- 7.10 Contractor shall immediately notify the County Project Director and County Project Manager of other matters uncovered during the course of the investigations that may potentially violate any federal, state and/or County anti-discrimination laws, regulations or policies related to anti-discrimination, including the CPOE.
- 7.11 Contractor shall communicate with designated DHR staff and any other relevant County representatives as deemed reasonable to keep County informed of progress as necessary to obtain additional data and/or information needed to complete the investigation.

Investigative Report:

- 7.12 Utilizing the template provided by County (Exhibit 3 [Investigative Report Template] of Exhibit A [SOW A.2]), Contractor shall provide a comprehensive written Investigative Report for each investigation. The report shall include an investigative summary containing all facts and evidence relevant to the investigation with analysis and findings for each allegation, exhibits that contain relevant documentary evidence, and/or other documentation prescribed by County. The Investigative Report shall be organized in the format provided by County in Exhibit 3 (Investigative Report Template) of Exhibit A (SOW A.2).
- 7.13 To be compensated at the highest rate in accordance with Exhibit B (Tiered Pricing Schedule), Contractor shall complete all personnel investigations, including the specific tasks contained herein, and submit the Investigative Report to County no later than 90 calendar days or within 81 billed hours, whichever occurs first, after Case Assignment to Contractor.
- 7.14 Contractor shall electronically submit the Investigative Report to the County Project Director in both a Word document and a PDF document.
- 7.15 Contractor shall provide modifications to previously submitted reports as requested by County.

Investigative Case File:

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

- 7.17 Contractor shall organize all documents and audio recordings in electronic files as described in Exhibit 3 (Investigative Report Template) of Exhibit A (SOW A.2).
- 7.18 Contractor shall electronically submit the Investigative Case File to County within ten (10) calendar days of County's acceptance of the Investigative Report.
- 7.19 Contractor shall hand-deliver any documents in the Investigative Case File to the County which cannot be electronically submitted, and any documents which are original documents. Documents will be hand-delivered only to the County Project Director and/or County Project Manager in a secured, sealed envelope or container which is clearly marked "Confidential."

Request for Extension of Time:

- 7.20 Contractor shall immediately advise the County Project Director and County Contract Project Manager of any issue(s) that would preclude the timely completion of the case investigation and submission of required reports as set forth in this Master Agreement.
- 7.21 Contractor shall immediately electronically submit Contractor's Request for Good Cause Extension of time on case investigation (Exhibit A [SOW A.2], Exhibit 4) to County if there is good cause for Contractor to request an extension to the timeline to submit the Investigative Plan (i.e., 10 calendar days from Case Assignment) and/or Investigative Report (i.e., 90 calendar days from Case Assignment). Any Request for Extension of Time shall be approved or denied at the sole discretion of County and shall be deemed approved only in writing by County.

Electronic Documents:

- 7.22 Contractor shall submit all documents to County in an electronic PDF format, except for the Investigative Report which shall be submitted in both an electronic PDF format and a Word document format.
- 7.23 Contractor shall electronically submit all required documents, including but not limited to Investigative Plans, Investigative Reports, Monthly Status Reports, and Requests for Good Cause Extension, to the County Project Manager utilizing the Instructions for Electronic Submission of Documents. Contractor shall adhere to all instructions and protocols when electronically submitting documents to County to ensure secure and confidential transmission of all documents, including but not limited to the requirements set forth in Exhibit J (Information Security and Privacy Requirements) to the Master Agreement.
- 7.24 Contractor shall use the file naming protocol provided by County for all electronic files submitted to County.
- 7.25 Contractor shall immediately permanently delete all electronic files from its records and servers and destroy all paper copies of documents in its possession upon receipt of written acceptance of the electronic documents by County. Contractor shall

destroy such electronic records and paper documents by (a) shredding or otherwise destroying paper, film, or other hard copy media so that the document cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging or destroying electronic files such that the information cannot be retrieved, subject to the provisions of and as required by Exhibit J (Information Security and Privacy Requirements) to the extent applicable.

Related Work:

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

Confidentiality:

- 7.27 Contractor shall consider all documents, conversations, and evidence related to County investigative matters confidential and shall maintain all such documents, conversations and evidence in the strictest level of security and non-disclosure, in compliance with the Confidentiality Agreement (Master Agreement, Exhibits G3, G4 and/or G5).
- 7.28 Contractor shall ensure that all electronic and paper copy documents and records are permanently and securely deleted and destroyed after written acceptance of the document by County (see Paragraph 7.25 above), subject to the provisions of and in accordance with Master Agreement Exhibit J (Information Security and Privacy Requirements) to the extent applicable.

8.0 GREEN INITIATIVES

- 8.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 8.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the Master Agreement commencement.

STATEMENT OF WORK A.2
PERSONNEL INVESTIGATIONS
EXHIBITS

TABLE OF CONTENTS

Exhibit

- 1 Master Agreement Discrepancy Report
- 2 Investigative Plan
- 3 Investigative Summary
- 4 Contractor's Request for Good Cause Extension
- 5 Monthly Status Report Template

MASTER AGREEMENT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: Prepared: _____

Returned to Contractor: _____

Action Completed: _____

1. DISCREPANCY PROBLEMS:_____
Signature of County Representative_____
Date**2. CONTRACTOR RESPONSE (Cause and Corrective Action):**_____
Signature of Contractor Representative_____
Date**3. COUNTY EVALUATION OF CONTRACTOR RESPONSE:**_____
Signature of County Representative_____
Date**4. COUNTY ACTIONS:****5. CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature: _____ Date: _____

Contractor Representative's Signature: _____ Date: _____



DEPARTMENT OF HUMAN RESOURCES
HUMAN RESOURCES DEPARTMENTAL SUPPORT UNIT
Investigative Plan

HRDS Case Number: _____

Contractor Case Assigned to: _____

Date Case Assigned to Contractor: _____

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

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

A. Allegation Type

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

A. Allegation Type (continued from prior page)

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

B. Acts of Harm:

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

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

C. Timely Reporting:

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

D. Steps of the Investigation**Date Completed**

1. Review case file.	
2. Draft initial investigative plan.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	

E. List of Possible Witnesses

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

F. List of Documents

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

Assigned Investigator(s)

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

Review Information

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

**DEPARTMENT OF HUMAN RESOURCES
HUMAN RESOURCES DEPARTMENTAL SUPPORT UNIT**

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

COMPLAINING PARTY: *[Insert last name, first name], (CP [Insert last name]), [Insert employee number], [Insert Payroll Title], [Insert department]*

SUBJECT(S) OF INVESTIGATION: *[Insert last name, first name], (SOI [Insert last name]), [Insert employee number], [Insert Payroll Title], [Insert department]*

[Insert last name, first name], (SOI [Insert last name]), [Insert employee number], [Insert Payroll Title], [Insert department]

DATE OF INCIDENT: *[Insert start date] to [Insert end date]*

LOCATION: *[Insert department/office name]
[Insert locations' physical address]*

DATE DEPARTMENT NOTIFIED: *[Insert date]*

DATE OF HRDS NOTIFICATION: *[Insert date]*

DATE HRDS OPENED: *[Insert date]*

PRIMARY INVESTIGATOR: *[Insert name]
[Insert title]*

INVOLVED CODES AND POLICIES:

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

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

HRDS # *[Insert case number]*

Page 1

INVESTIGATIVE SUMMARY

ALLEGATION SUMMARY

[Provide summary of allegation made by CP]

[Provide a brief statement of the findings – whether substantiated or unsubstantiated]

CURRENT STATUS:

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

BACKGROUND:**Complaining Party:**

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

Subject of Investigation *[Insert last name]*:

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

Subject of Investigation *[Insert last name]*:

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

SPECIFIC ALLEGATIONS:

1. Allegation 1 *[List allegations, including events and dates of events, made by CP in chronological order where possible].*
 - a. Facts *[Provide facts obtained from witness statements, documents, and other relevant evidence.*
 - b. Findings and Analysis *[Provide investigator's determination as to whether the allegation is substantiated or unsubstantiated, including a detailed analysis/explanation as to the supporting rationale.*
2. Allegation 2 *[List allegations, including events and dates of events, made by CP in chronological order where possible].*

- a. Facts *[Provide facts obtained from witness statements, documents, and other relevant evidence.*
- b. Findings and Analysis *[Provide investigator’s determination as to whether the allegation is substantiated or unsubstantiated, including a detailed analysis/explanation as to the supporting rationale.*

HRDS # *[Insert case number]*

Page 2

INVESTIGATIVE SUMMARY

INVESTIGATIVE STATEMENTS:

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

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

CP [Insert last name]

SOI [Insert last name]

SOI [Insert last name]

Witness [Insert last name]

Witness [Insert last name]

Witness [Insert last name]

HRDS # [Insert case number]

Page 3

INVESTIGATIVE SUMMARY



ADMINISTRATIVE RIGHTS & RESPONSIBILITIES (COMPLAINING PARTY)

I am _____, (Title), with the Department of _____. I can be reached by telephone at _____. You are about to be questioned ["in a recorded interview" - if applicable] as part of an official Los Angeles County administrative investigation. As the Complaining Party, your statement is necessary in order to initiate the investigation of the allegations made against the subject(s) named in this matter.

To ensure a full, fair and effective investigation of this matter, and in order preserve public confidence in the County's ability to operate effectively, during the pendency of the investigation, you are directed not to discuss this investigation or its subject matter with anyone other than the investigator, your union representative(s) and/or legal counsel. This directive is not intended to prevent or discourage you from forming, joining, participating and/or refusing to join or participate in the activities of employee organizations for the purpose of representation on employee relations matters.

You may continue to engage in protected activity under the Employee Relations Ordinance (County Code Section 5.04 is provided, in part, on reverse side) including but not limited to discussing any other aspects of your employment and working conditions with others, including co-workers. If you are unsure whether discussing certain issues with others would violate this order, you may consult with your union representative(s) and/or legal counsel, who may advise you.

This matter must remain confidential for the following reasons: (check applicable): ___ for accurate collection of information from individuals, ___ to safeguard against the destruction of evidence, ___ to protect witnesses, or ___ to prevent the disclosure or sharing of names or other sensitive information. This directive shall automatically be lifted when these factors no longer exist.

As a County employee, you are required to participate in administrative investigations, including any and all interviews deemed necessary, and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to the County's Policies, Procedures and Guidelines, PPG 910. You are expected to be honest, forthcoming, and accurate in your responses. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge. Please know your administrative interview statements may not be used against you in a subsequent criminal proceeding.

Be advised the information you provide may be used as a basis for disciplinary action, and if such action is taken, the employee(s) receiving discipline may be given such information. Additionally, any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

Should you have any questions regarding any part of this admonishment, or the investigation, you may contact me at the number above.

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

DATE _____ EMPLOYEE NUMBER _____

SIGNATURE _____ PRINT NAME _____

INVESTIGATOR'S SIGNATURE _____

Chapter 5.04 EMPLOYEE RELATIONS

5.04.010 Title of Provisions.

The ordinance codified in this chapter shall be known as the "employee relations ordinance of the county of Los Angeles." (Ord. 9646 § 1, 1968)

5.04.020 Policy Statement.

The board of supervisors of the county of Los Angeles declares that it is the public policy of the county and the purpose of the ordinance codified in this chapter to promote the improvement of personnel management and relations between the county of Los Angeles and its employees and to protect the public by assuring, at all times, the orderly and uninterrupted operations and services of county government. This policy is supplemented by provisions:

A. Recognizing and defining the rights of employees to join organizations of their own choosing for the purpose of representation on matters affecting employee relations or to represent themselves individually in dealing with the county;

B. Establishing formal rules and procedures to provide for the orderly and systematic presentation, consideration and resolution of employee relations matters; and

C. Creating an independent employee relations commission to ensure that all county employees and their representatives are fairly treated, that their rights are maintained, and that their requests are fairly heard, considered and resolved. (Ord. 9646 § 2, 1968.)

5.04.070 Employee Rights.

Employees of the county shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employee relations. Employees of the county also shall have the right to refuse to join, or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the county. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his exercise of these rights. (Ord. 9646 § 4, 1968.)



COUNTY OF LOS ANGELES

DEPARTMENT OF HUMAN RESOURCES

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BRANCH OFFICE
3333 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90010
(213) 738-2211 FAX (213) 365-2080

LISA M. GARRETT
DIRECTOR OF PERSONNEL

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES (SUBJECT OF INVESTIGATION)

I am _____ (Title) with the Department of XXXX. I can be reached by telephone at _____. You are about to be questioned in a recorded interview as part of an official Los Angeles County administrative investigation. The Department of XXXX is required to conduct an investigation whenever a complaint related to XXXX is filed. You have been named as a Subject of Investigation in a complaint. As the Subject of Investigation, you have the right to have a representative of your choice, who is not involved in this investigation, present with you during the interview.

To ensure a full, fair and effective investigation of this matter, and in order preserve public confidence in the County's ability to operate effectively, during the pendency of the investigation, you are directed not to discuss this investigation or its subject matter with anyone other than the investigator, your union representative(s) and/or legal counsel. This directive is not intended to prevent or discourage you from forming, joining, participating and/or refusing to join or participate in the activities of employee organizations for the purpose of representation on employee relations matters.

You may continue to engage in protected activity under the Employee Relations Ordinance (County Code Section 5.04 is provided, in part, on reverse side) including but not limited to discussing any other aspects of your employment and working conditions with others, including co-workers. If you are unsure whether discussing certain issues with others would violate this order, you may consult with your union representative(s) and/or legal counsel, who may advise you.

This matter must remain confidential for the following reasons: (check applicable): ___ for accurate collection of information from individuals, ___ to safeguard against the destruction of evidence, ___ to protect witnesses, or ___ to prevent the disclosure or sharing of names or other sensitive information. This directive shall automatically be lifted when these factors no longer exist.

As a County employee, you are required to participate in administrative investigations, including any and all interviews deemed necessary, and to answer the interview questions truthfully to the best of your knowledge and belief pursuant to the County's Policies, Procedures and Guidelines, PPG 910. You are expected to be honest, forthcoming, and accurate in your responses. Failure to cooperate, failure or refusal to answer questions, or providing false statements or answers in the interview or during the course of the investigation may subject you to disciplinary action, up to and including discharge. Please know your administrative interview statements may not be used against you in a subsequent criminal proceeding.

Be advised the information you provide may be used as a basis for disciplinary action, and if such action is taken, the employee(s) receiving discipline may be given such information. Additionally, any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

Should you have any questions regarding any part of this admonishment, or the investigation, you may contact me at the number above.

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

DATE _____

EMPLOYEE NUMBER _____

SIGNATURE _____

PRINT NAME _____

INVESTIGATOR'S SIGNATURE _____

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- A. Recognizing and defining the rights of employees to join organizations of their own choosing for the purpose of representation on matters affecting employee relations or to represent themselves individually in dealing with the county;
- B. Establishing formal rules and procedures to provide for the orderly and systematic presentation, consideration and resolution of employee relations matters; and
- C. Creating an independent employee relations commission to ensure that all county employees and their representatives are fairly treated, that their rights are maintained, and that their requests are fairly heard, considered and resolved. (Ord. 9646 § 2, 1968.)

5.04.070 Employee Rights.

Employees of the county shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employee relations. Employees of the county also shall have the right to refuse to join, or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the county. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against because of his exercise of these rights. (Ord. 9646 § 4, 1968.)



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LISA M. GARRETT
DIRECTOR OF PERSONNEL

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES (WITNESS)

I am _____, (Title), with the Department of XXXX. I can be reached by telephone at _____. You are about to be questioned in a recorded interview as part of an official Los Angeles County administrative investigation. You have been identified as a witness for a complaint regarding _____.

To ensure a full, fair and effective investigation of this matter, and in order preserve public confidence in the County's ability to operate effectively, during the pendency of the investigation, you are directed not to discuss this investigation or its subject matter with anyone other than the investigator, your union representative(s) and/or legal counsel. This directive is not intended to prevent or discourage you from forming, joining, participating and/or refusing to join or participate in the activities of employee organizations for the purpose of representation on employee relations matters.

You may continue to engage in protected activity under the Employee Relations Ordinance (County Code Section 5.04 is provided, in part, on reverse side) including but not limited to discussing any other aspects of your employment and working conditions with others, including co-workers. If you are unsure whether discussing certain issues with others would violate this order, you may consult with your union representative(s) and/or legal counsel, who may advise you.

This matter must remain confidential for the following reasons: (check applicable): ___ for accurate collection of information from individuals, ___ to safeguard against the destruction of evidence, ___ to protect witnesses, or ___ to prevent the disclosure or sharing of names or other sensitive information. This directive shall automatically be lifted when these factors no longer exist.

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Be advised the information you provide may be used as a basis for disciplinary action, and if such action is taken, the employee(s) receiving discipline may be given such information. Additionally, any act(s) of retaliation, interference, and/or discrimination against any individual(s) involved in this investigation is a violation of County/Department policy and could result in disciplinary action, up to and including discharge.

Should you have any questions regarding any part of this admonishment, or the investigation, you may contact me at the number above.

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

DATE _____

EMPLOYEE NUMBER _____

SIGNATURE _____

PRINT NAME _____

INVESTIGATOR'S SIGNATURE _____

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LISA M. GARRETT
DIRECTOR OF PERSONNEL

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES (NON-COUNTY WITNESS)

I am _____, (Title), with the Department of XXXX. I can be reached by telephone at _____. You are about to be questioned in a recorded interview as part of an official Los Angeles County administrative investigation. You may also tape record the interview, if you wish.

The Department of Human Resources, under the Director of Personnel, may conduct an investigation when a complaint related to personnel matters alleging potential violations of federal, state, and/or County laws, regulations or policies is filed.

You have been identified as a witness in a complaint filed by a Los Angeles County _____ employee. The Complaining Party has not filed a complaint against you, and you are not under investigation in this matter.

You are not obligated to participate in the investigation; however, your cooperation would be appreciated. Because the investigation is a confidential matter, if you choose to participate, you should not discuss the matter with any Los Angeles County personnel or other individuals designated by the investigator. Please know your administrative interview statements may not be used against you in a subsequent criminal proceeding.

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

DATE _____

EMPLOYEE NUMBER _____

SIGNATURE _____

PRINT NAME _____

INVESTIGATOR'S SIGNATURE _____



DEPARTMENT OF HUMAN RESOURCES
PERSONNEL INVESTIGATIONS
Contractor's Request for Good Cause Extension

Case Number: _____
Complaining Party (CP): _____
Department: _____
Name of Contractor Case Assigned to: _____
Date Case Assigned to Contractor: _____

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

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

Contractor's Justification for Request:

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

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

SOW A.2 - EXHIBIT 5

PERSONNEL INVESTIGATION SERVICES
 CONTRACTOR'S MONTHLY STATUS REPORT

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

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

SOW A.2 - EXHIBIT 5

PERSONNEL INVESTIGATION SERVICES
 CONTRACTOR'S MONTHLY STATUS REPORT

Case Number	POTENTIAL BARRIERS		COMMENTS	INVESTIGATIVE REPORT												
	Potential Issues That May Impact Contractor's Ability to Meet Investigative Report Due Date	Date Contractor Requested Assistance From County		Contractor Comments	Initial Investigative Report Due Date <small>(90 Days from Case Assignment)</small>	1st Good Cause Extension: Date Request Submitted to County	Request Status <small>(Select from Dropdown List)</small>	If Approved, 1st Revised Due Date for Investigative Plan	2nd Good Cause Extension: Date Request Submitted to County	Request Status <small>(Select from Dropdown List)</small>	If Approved, 2nd Revised Due Date for Investigative Plan	3rd Good Cause Extension: Date Request Submitted to County	Request Status <small>(Select from Dropdown List)</small>	If Approved, 2nd Revised Due Date for Investigative Plan	Date Investigative Report Submitted to County	Date Revised Investigative Report Submitted to County
1.				-												
2.				-												
3.				-												
4.				-												
5.				-												
6.				-												
7.				-												
8.				-												
9.				-												
10.				-												

TIERED PRICING SCHEDULE

TIERED PRICING SCHEDULE

TIER 1: HIGH-PROFILE/CONFLICT CASES		
May involve a conflict of interest, high-level management, high-risk allegations, a high priority, or allegations that potentially violate the County's Policy of Equity.		
SUB-TIER	HOURLY RATE (applies to all hours worked on case)	CASE COMPLETION REQUIREMENT
TIER 1A	\$250	Investigative Report submitted within the first 81 billed hours or within 90 calendar days from date of Case Assignment, whichever occurs first.
TIER 1B	\$200	Investigative Report submitted within 82 to 108 billed hours or 91 to 120 calendar days from date of Case Assignment, whichever occurs first.
TIER 1C	\$150	Investigative Report submitted more than 109 billed hours or 121 calendar days from date of Case Assignment, whichever occurs first.

TIER 2: MODERATE RISK CASES		
May involve allegations that potentially violate the County's Policy of Equity.		
SUB-TIER	HOURLY RATE (applies to all hours worked on case)	CASE COMPLETION REQUIREMENT
TIER 2A	\$200	Investigative Report submitted within the first 81 billed hours or within 90 calendar days from date of Case Assignment, whichever occurs first.
TIER 2B	\$150	Investigative Report submitted within 82 to 108 billed hours or 91 to 120 calendar days from date of Case Assignment, whichever occurs first.
TIER 2C	\$100	Investigative Report submitted more than 109 billed hours or 121 calendar days from date of Case Assignment, whichever occurs first.

Tier Level Assignment

Tier Level 1 or 2 will be determined by the County, in its sole discretion, upon case assignment.

Billable Hours

Billable hours are to be invoiced in no less than 15-minute increments. Rates will be applied to approved billable hours as described in Master Agreement, Paragraph 5.4 (Invoice and Payments).

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

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

Approved Good Cause Exception

Contractor may request an extension of the number of hours worked and/or the number of calendar days from Case Assignment to submission of the Investigative Report (SOW A1, SOW A2 - Exhibit 4). If the County at its sole discretion finds that a good cause exists, for reasons beyond the control of Contractor, the County may approve the requested extension and extend the number of hours paid at the applicable hourly rate.

Work Orders Accepted Under 2016 Master Agreement

Work Orders accepted pursuant to the terms listed in the Request for Statement of Qualifications for Investigation Services by the County of Los Angeles Department of Human Resources in April 2016 are not eligible for hourly rates designated in this Tiered Pricing Schedule.

CONTRACTOR'S CASE SCHEDULE

CONTRACTOR'S CASE SCHEDULE

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

Service	Target Timeline
Contractor will be assigned a case through issuance of a Work Order	Not Applicable
Contractor will certify their capacity to accept Work Order case assignment(s) and meet standards and requirements of the Agreement and Statement of Work	Return completed Work Order to the County: <ul style="list-style-type: none"> ○ Electronically: Within two (2) Business Days of issuance of a Work Order, and ○ Original: Within fifteen (15) Business days of issuance of Work Order.
Contractor to provide an Investigative Plan to County	Within ten (10) Business Days of issuance of Work Order (unless otherwise requested by Contractor and approved by County in writing)
Contractor to provide Revised Investigative Plan when actual performance differs substantially from planned performance	Within four (4) business days of determining performance differentiation
Contractor to provide Monthly Status Reports to County	By the 10 th of every month for all cases assigned to and/or pending with Contractor for the prior Calendar Month
Contractor to provide Investigative Report to County	Within 60 calendar days of Contractor's receipt of Work Order (unless otherwise requested by Contractor and approved by County in writing)
Contractor to provide Investigative Case File to County	Concurrently with the submission of Investigative Report
Contractor to provide County a request for an extension to the number of days to submit Investigative Report when due date will not be met	Immediately upon Contractor becoming aware that due date for Investigative Report will not be met

CONTRACTOR'S EEO CERTIFICATION

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

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION**MASTER AGREEMENT NO: HM-2021-****COUNTY'S MASTER AGREEMENT PROGRAM DIRECTOR (MAPD):**

Name: Jeffrey Tend
Title: Assistant Director
Address: Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 555, Los Angeles, California 90012
Telephone: (213) 974-2631
Facsimile: (213) 626-6075
E-Mail Address: JTend@hr.lacounty.gov

SECTION 1: EQUITY INVESTIGATIONS**County's Project Director:**

Name: Wanda Hazel
Title: Senior Human Resources Manager
Address: 222 South Hill Street, Suite 600
Los Angeles, CA 90012
Telephone: (213) 974-0669
Facsimile: (213) 680-0058
E-Mail Address: WHazel@hr.lacounty.gov

County's Contract Project Managers and Work Order Directors:

Name: Stephen Stratti
Title: Principal Analyst
Address: 222 South Hill Street, Suite 600
Los Angeles, CA 90012
Telephone: (213) 974-5113
Facsimile: (213) 680-0058
E-Mail Address: SStratti@hr.lacounty.gov

Name: Letitia Ellison-Cooper
Title: Principal Analyst
Address: Kenneth Hahn Hall of Administration
500 W. Temple Street, Room 588, Los Angeles, California 90012
Telephone: (213) 974-1388
Facsimile: (213) 613-4789
E-Mail Address: LEllison-Cooper@hr.lacounty.gov

COUNTY'S ADMINISTRATION**SECTION 2: PERSONNEL INVESTIGATIONS****County's Project Director:**

Name:	Marisa Lopez
Title:	Senior Human Resources Manager
Address:	3333 Wilshire Blvd., Suite 1000, Los Angeles, CA 90010
Telephone:	(213) 351-8945
Facsimile:	(213) 365-2080
E-Mail Address:	MLopez@hr.lacounty.gov

County's Contract Project Manager and Work Order Director:

Name:	Eryn Houston
Title:	Principal Analyst
Address:	3333 Wilshire Blvd., Suite 1000, Los Angeles, CA 90010
Telephone:	(213) 639-6330
Facsimile:	(213) 365-2080
E-Mail Address:	EHouston@hr.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

MASTER AGREEMENT NO: HM-2021-**CONTRACTOR'S PROJECT DIRECTOR:**

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

REQUIRED FORMS

G1 CERTIFICATION OF EMPLOYEE STATUS

G2 CERTIFICATION OF NO CONFLICT OF INTEREST

G3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

OR

G4 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

G5 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT

SERVICES
MASTER AGREEMENT WORK ORDER

CERTIFICATION OF EMPLOYEE STATUS

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

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

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

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

Work Order No. _____ County Master Agreement No. _____

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Work Order No. _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____

Non-Employee Name _____

Work Order No. _____

County Master Agreement No. _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

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

WORK ORDER ATTACHMENT CONTAINS CONFIDENTIAL INFORMATION

**SAMPLE INVESTIGATION SERVICES
WORK ORDER AND CONTRACTOR CERTIFICATION**

Master Agreement Number:	Contractor :
Work Order Number:	Work Order Issuance Date:

1. GENERAL

Contractor shall satisfactorily perform all services and tasks and provide all the deliverables detailed in the Statement of Work attached to above Master Agreement, on a pricing schedule and in compliance with the terms and conditions of the above Agreement for all cases reflected on the attached Case Assignment List.

2. CASE ASSIGNMENT(S)

Contractor is hereby assigned the _____ cases listed on the Confidential Case Assignment List (Attachment 1) as of the above issuance date of this work order.

3. PERSONNEL

Contractor will only utilize personnel to perform work under this work order who have met all terms and conditions stated in above Master Agreement, including but not limited to, Contractor having received written notice from the County of Contractor Employee's clearance of the security and investigations background check.

4. PAYMENT

A. Contractor shall invoice the County only for work which has been assigned to the Contractor by the County in a written Work Order and that has been satisfactorily completed in compliance with the terms and conditions of the above Master Agreement.

B. Contractor shall satisfactorily provide and complete all required deliverables and services in accordance with Exhibit A (Statement of Work) to the Master Agreement.

C. Contractor shall submit all invoices under this work order in compliance with paragraph 5.0 of the Master Agreement, including requirement that cases be identified by CEIU case number only and **no names of individuals are to be included on the invoice submitted to County** (e.g., names of complaining party or subject(s) of investigation.)

5. SERVICES

In accordance with Master Agreement sub-paragraph 3.2, Contractor may not be paid for any task, deliverable, service or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that goes beyond the expiration date of the above Master Agreement.

WORK ORDER ATTACHMENT CONTAINS CONFIDENTIAL INFORMATION**6. CONTRACTOR'S CAPACITY**

Within two (2) business days of the issuance date of this Work Order, Contractor shall execute Section II of this Work Order, certifying its ability to complete the assigned case(s) on the attached Case Assignment List and meet all standards and requirements of above Master Agreement. Contractor shall return an electronic signed copy to County within two (2) Business Days of the issuance of the work order and the original signed copy to County within fifteen (15) Business Days of the issuance of the Work o\Order.

IF CONTRACTOR DOES NOT HAVE THE CAPACITY TO ACCEPT THE CASE ASSIGNMENTS ON THE ATTACHED CASE ASSIGNMENT LIST, NO WORK IS TO BE PERFORMED BY OR INVOICED BY THE CONTRACTOR UNDER THIS WORK ORDER, AND WILL RESULT IN THE RESCISSION OF THIS WORK ORDER.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

SECTION II: TO BE COMPLETED BY CONTRACTOR AND RETURNED TO COUNTY

Contractor's signature on this Work Order document:

- 1.) Confirms Contractor's awareness of and agreement with the provisions of sub-paragraph 3.2 of the Master Agreement, which establishes that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:
 - A. That is not specified in this Work Order, and/or
 - B. That utilizes personnel not specified in this Work Order, and/or
 - C. That goes beyond the expiration date of the Master Agreement, and/or
 - D. That is performed if the Contractor does not have the capacity to accept the case assignment and meet the standards and requirements of the above Master Agreement

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.
- 2.) Certifies and confirms Contractor's ability to accept all cases on the attached Confidential Case Assignment List, and meet all standards and requirements in above Master Agreement, including but not limited to the timelines and deliverables in the Statement of Work (Exhibit A to Master Agreement).

CONTRACTOR		COUNTY OF LOS ANGELES	
Signature:		Signature:	
Printed Name:		Printed Name:	
Title:		Title:	
Date:		Date:	

WORK ORDER ATTACHMENT CONTAINS CONFIDENTIAL INFORMATION**ATTACHMENT 1**

**CONFIDENTIAL CASE ASSIGNMENT LIST
EQUITY INVESTIGATION CASES**

Master Agreement Number:			Contractor :	
Work Order Number:			Work Order Issuance Date:	
	CEIU Case Number	Complaining Party	Subject(s) of Investigation (SOI)	County Department
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

WORK ORDER ATTACHMENT CONTAINS CONFIDENTIAL INFORMATION**ATTACHMENT 1**

**CONFIDENTIAL CASE ASSIGNMENT LIST
PERSONNEL INVESTIGATION CASES**

Master Agreement Number:			Contractor :	
Work Order Number:			Work Order Issuance Date:	
	HRDS Case Number	Complaining Party	Subject(s) of Investigation (SOI)	County Department
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

JURY SERVICE ORDINANCE

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)

INFORMATION SECURITY AND PRIVACY REQUIREMENTS

INFORMATION SECURITY AND PRIVACY REQUIREMENTS EXHIBIT

The County of Los Angeles ("County") is committed to safeguarding the Integrity of the County systems, Data, Information and protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit ("Exhibit") sets forth the County and the Contractor's commitment and agreement to fulfill each of their obligations under applicable state or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, Data protections, Information Security, Confidentiality, Availability, and Integrity of such Information. The Information Security and privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the "Contract") and any other agreements between the parties. However, it is the Contractor's sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County, in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract, to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit shall prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this exhibit.

- a. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (Workforce Member or process).
- b. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.
- c. **County Information:** all Data and Information belonging to the County.
- d. **Data:** a subset of Information comprised of qualitative or quantitative values.
- e. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; interference with Information Technology operations; or significant violation of County policy.
- f. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- g. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- h. **Information Security Program:** formalized and implemented Information Security Policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.

- i. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- j. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- k. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- l. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- m. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- n. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- o. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- p. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- q. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor shall maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program shall include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security Policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor shall exercise the same degree of care in safeguarding and protecting County Information that the Contractor exercises with respect to its own Information and Data, but in no event less than a reasonable degree of care. The Contractor will implement,

maintain, and use appropriate administrative, technical, and physical security measures to preserve the Confidentiality, Integrity, and Availability of County Information.

The Contractor's Information Security Program shall:

- Protect the Confidentiality, Integrity, and Availability of County Information in the Contractor's possession or control;
- Protect against any anticipated Threats or hazards to the Confidentiality, Integrity, and Availability of County Information;
- Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- Protect against accidental loss or destruction of, or damage to, County Information; and
- Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.

- b. **Privacy Program.** The Contractor shall establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program shall include the development of, and ongoing reviews and updates to Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures shall be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program shall perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor shall exercise the same degree of care in safeguarding the privacy of County Information that the Contractor exercises with respect to its own Information, but in no event less than a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program shall include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County shall retain exclusive rights and ownership thereto. County Information shall not be used by the Contractor for any purpose other than as required under this Contract, nor shall such or any part of such be

disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County, any County Information it receives from, receives addressed to, or stores on behalf of, the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under this Contract. The Contractor shall collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, state, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information, including, but not limited to, (i) any state and federal law governing the protection of personal Information, (ii) any state and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor shall not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Confidentiality of County Information.** The Contractor agrees that all County Information is Confidential and proprietary to the County regardless of whether such Information was disclosed intentionally or unintentionally, or marked as "confidential".
- b. **Disclosure of County Information.** The Contractor may disclose County Information only as necessary to carry out its obligations under this Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent jurisdiction or an administrative body to disclose County Information, the Contractor shall notify the County's contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.
- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Contract, including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in [Board of Supervisors Policy 6.104 – Information Classification Policy](#) as NPI. The Contractor shall not disclose or publish any County NPI and material received or used in performance of this Contract. This obligation is perpetual.

- d. **Individual Requests.** The Contractor shall acknowledge any request or instructions from the County regarding the exercise of any individual's privacy rights provided under applicable federal or state laws. The Contractor shall have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven (7) calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor shall notify the County within five (5) calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor shall notify the County as described in Section 14 SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor shall not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor shall perform background and security investigation procedures in the manner prescribed in this section unless the Contract prescribes procedures for conducting background and security investigations and those procedures are no less stringent than the procedures described in this section.

To the extent permitted by applicable law, the Contractor shall screen and conduct background investigations on all Contractor employees and Subcontractors as appropriate to their role, with access to County Information for potential security Risks. Such background investigations must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review and conducted in accordance with the law, may include criminal and financial history to the extent permitted under the law, and will be repeated on a regular basis. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of the Contractor's staff passes or fails the background investigation. The Contractor, in compliance with its legal obligations, shall conduct an individualized assessment of their employees, agents, and volunteers regarding the nature and gravity of a criminal offense or conduct; the time that has passed since a criminal offense or conduct and completion of the sentence; and the nature of the access to County Information to ensure that no individual accesses County Information whose past criminal conduct poses a risk or threat to County Information.

The Contractor shall require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Contract, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor shall supply each of its employees with appropriate, annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a) **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b) **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.
- c) **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.

- d) **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e) **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f) **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b. Privacy Program.

The Contractor shall have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit shall also apply to all Subcontractors and third parties. The Contractor or third party shall be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor shall be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under this Contract.

The Contractor shall obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County Information shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, the Contractor will encrypt all workstations, portable devices (such as mobile, wearables, tablets,) and removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County Information in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with Transport Layer Security (TLS) or Internet Protocol Security (IPSec), at a minimum cipher strength of 128 bit or an equivalent secure transmission protocol or method approved by County's Chief Information Security Officer.

In addition, the Contractor shall not store County Information in the cloud or in any other online storage provider without written authorization from the County's Chief Information Security Officer. All mobile devices storing County Information shall be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the County's Chief Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor shall return or destroy County Information in the manner prescribed in this section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this section.

- a. **Return or Destruction.** Upon County's written request, or upon expiration or termination of this Contract for any reason, Contractor shall (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of this Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor shall provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor shall provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor shall return all hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.
- b. **Method of Destruction.** The Contractor shall destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within ten (10) days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder), at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor shall: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 SECURITY AND PRIVACY INCIDENTS; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups shall be encrypted in compliance with the encryption requirements noted above in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to and without limiting the requirements under Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by the Contractor at off-site facilities.

The Contractor shall implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

1. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
2. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
3. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
4. Applications will include access control to limit user access to County Information and application system functions;
5. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor shall record, review and act upon all events in

accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and

6. In the event any hardware, storage media, or removable media (as described in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be disposed of or sent off-site for servicing, the Contractor shall ensure all County Information, has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor shall:

- a. Promptly notify the County's Chief Information Security Officer, the Departmental Information Security Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within twenty-four (24) hours of detection of the Incident. All notifications shall be submitted via encrypted email and telephone.

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

Chief Information Security Officer:

Ralph Johnson
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 253-5600

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
(213) 351-5363

Departmental Information Security Officer:

Sally Foong
Departmental Information Security Officer
Kenneth Hahn Hall of Administration
500 W Temple Street- IT Division
Los Angeles, CA 90012
(626) 293-1402
SFoong@hr.lacounty.gov

- b. Include the following Information in all notices:
 - i. The date and time of discovery of the Incident,
 - ii. The approximate date and time of the Incident,
 - iii. A description of the type of County Information involved in the reported Incident, and
 - iv. A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified.

- v. The name and contact information for the organizations official representative(s), with relevant business and technical information relating to the incident.
- c. Cooperate with the County to investigate the Incident and seek to identify the specific County Information involved in the Incident upon the County's written request, without charge, unless the Incident was caused by the acts or omissions of the County. As Information about the Incident is collected or otherwise becomes available to the Contractor, and unless prohibited by law, the Contractor shall provide Information regarding the nature and consequences of the Incident that are reasonably requested by the County to allow the County to notify affected individuals, government agencies, and/or credit bureaus.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County or its third-party designee at the County's election to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in this Contract and Exhibit, The Contractor shall be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 CONFIDENTIALITY shall constitute a material breach of this Contract and be grounds for immediate termination of this Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor shall periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor shall have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor shall provide the audit results and any corrective action

documentation to the County promptly upon its completion at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor shall promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section shall be provided at no additional charge to the County.

- b. **County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, shall have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request the Contractor shall complete a questionnaire regarding Contractor's Information Security and/or program. The County shall pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor shall bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights underneath the Contract.

Such audit shall be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor shall cooperate with the County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. This right of access shall extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective actions or modifications, if any, the Contractor will implement in response to such audits.

17. CYBER LIABILITY INSURANCE

The Contractor shall secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor shall secure and maintain cyber liability insurance coverage with limits of at least **\$3 million** per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer

systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor shall add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, shall not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to :

- The Contractor's violation of any federal and state laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of this Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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 to 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.