



COUNTY OF LOS ANGELES DEPARTMENT OF HUMAN RESOURCES

HEADQUARTERS

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LISA M. GARRETT
DIRECTOR OF PERSONNEL

August 04, 2026

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 EQUITY AND PERSONNEL INVESTIGATIONS (ALL DISTRICTS – 3 VOTES)

SUBJECT

The Department of Human Resources (DHR) requires the temporary or intermittent 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 with a three-year term commencing the date of execution of the first Master Agreement, plus two (2) options to extend for a one-year period, for a total agreement term not to exceed five (5) years. Each executed Master Agreement will be effective upon the date of its execution by the Director of Personnel (DOP) and will terminate on the expiration date of the first Master Agreement.
2. Delegate authority to the DOP to execute Master Agreements 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 DOP to modify or amend 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; allow for Cost of Living Adjustments at the sole discretion of the County and in accordance with County policy and the Master Agreement terms; execute applicable documents when the original contracting entity has

merged, been purchased, or otherwise changed; and to include new or revised standard County contract provisions, including all applicable documents adopted by the Board of Supervisors (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 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 Personnel Investigation Unit.

Cases eligible for assignment to the Contractors include investigations that are part of the CEIU or Personnel Investigations Unit caseload. Additionally, cases will be assigned to Contractors when: (i) potential conflict of interest issues for DHR exist; or (ii) cases have been open more than 90 days (backlog cases). Potential conflict of interest issues may include cases involving members of the Board, DHR executive management, County elected officials, department heads, and other high-level executives as subjects of investigation. This also includes cases involving DHR CEIU or Personnel Investigations staff as a Complaining Party or Subject of Investigation; cases which may present an appearance or perception of bias, including but not limited to cases where, although not a Subject of Investigation, DHR executive management had significant involvement; and cases involving family, friends, or other close relationships of DHR CEIU or Personnel Investigations staff.

Equity Investigation Services

Pursuant to the County Code Section 5.09.040(B)(3), DHR is responsible for handling complaints against the County and its employees of potential violations of the CPOE, federal or State law, or of County ordinance, policy, or departmental regulation. Contracted Investigation Services will be utilized for these cases if/when temporary or intermittent increases in the CEIU caseload are experienced to prevent cases less than 90 days old from becoming backlog cases as well as cases more than 90 days old from further case aging.

Personnel Investigation Services

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

DHR performs investigations involving personnel matters for which the DOP is responsible, and investigations that are referred to DHR by the Board, the Auditor-Controller's Office of County Investigations, and County departments. Contracted Investigation Services will be utilized for these cases if/when temporary or intermittent increases in the Personnel Investigations Unit caseload are experienced.

On August 31, 2021, the Board approved a master agreement to provide equity investigation and

related services for cases that are classified as part of the temporary backlog of cases for CEIU. Additionally, the master agreement is critical in ensuring that cases that cannot be handled by DHR's CEIU due to conflict-of-interest issues can be handled by contracted entities. The current contract covers six (6) Contractors with an initial term of three (3) years and two (2) one-year option periods, for a maximum total contract term of five (5) years, expiring on August 31, 2026.

Upon execution of the new Master Agreements, three (3) of the six (6) previous Contractors will immediately be eligible for assignment of both personnel and equity-related investigations on a rotational basis. Subsequent approved Contractors will immediately 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 the CPOE and equity investigations, which will commence immediately upon execution of a Master Agreement and will conclude upon the County's determination that a Contractor has acquired the knowledge and skills needed to successfully and timely complete equity investigations. During the training period, Contractors will be assigned a small, appropriate number of equity-related investigations, and the County will provide hands-on training and oversight to the Contractors on CPOE, equity-related investigation processes, procedures, and expectations, while also ensuring timely handling of these equity case investigations.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan North Star 3 – Realize Tomorrow's Government Today, Focus Area C – Equity-Centered Policies and Practices, Strategy 2 Remediate Biased Policies and Practices, to promote a more diverse and inclusive County workforce 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 Model Agreement does not guarantee a minimum amount of business, and DHR will only incur an obligation when work is performed. Expenses resulting from this agreement vary each year based on department usage. DHR's Fiscal Year 2026-27 Adopted Budget includes sufficient appropriation and funding for these services. Appropriation and funding for subsequent years will be included in each fiscal year's budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

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

DHR has evaluated and determined that this is not a Proposition A contract. Therefore, the Living Wage Program (County Code Section 2.121) does not apply based on the need for these contracted professional and technical Investigation Services, which are temporary or intermittent. As provided under County Code Section 2.121.250(B)3&4, Proposition A requirements do not apply to contracted services that are of an extraordinary professional or technical nature, and the services are of a temporary nature and are needed on a part-time or intermittent basis. Furthermore, DHR must contract out these services on occasions when DHR employees cannot utilize its staff due to: (i) cases that are potential conflicts of interest; or (ii) have been open more than 90 days (backlog

cases). There are no departmental employee relations issues, and it will not result in a reduction of County services.

CONTRACTING PROCESS

A Request for Statement of Qualifications (RFSQ) was released on February 25, 2026, for Investigation Services. The solicitation is 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 (SOQ) received by April 1, 2026. 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. This will enable DHR to expand its vendor pool to develop additional Contractors with knowledge and experience in the County's CPOE and equity-related investigations processes.

In addition, notifications and a link to the RFSQ were sent to 609 law firms and 65 investigative services vendors registered with the County and to five (5) vendors that DHR researched and identified as providers of investigative services. A Vendor's Conference was held on March 18, 2026. Six (6) companies were in attendance, which included four (4) investigation companies and two (2) law firms.

Four (4) SOQs were received in response to the RFSQ, three (3) of which 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: (i) Thomas McNamara; (ii) Barrister Professional Services, LLC; and (iii) Batza & Associates, Inc. The fourth SOQ received is from a new vendor, Salek Law Group, and has been evaluated and qualified to provide these services. Upon Board approval, the DOP will execute Master Agreements with any other vendors that meet the minimum qualifications and are deemed qualified.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The approval of this Master Agreement will not have any significant impact on DHR's service delivery. The new Master Agreement provides for the continuation of all Investigation Services with the four (4) vendors.

The Honorable Board of Supervisors

8/4/2026

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Respectfully submitted,

A handwritten signature in black ink, appearing to read "Lisa M. Garrett". The signature is fluid and cursive, with a long horizontal stroke at the end.

LISA M. GARRETT

Director of Personnel

LMG:RC:WH

JAB:HK:WM

Enclosures

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

APPENDIX A



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF HUMAN RESOURCES

AND

(CONTRACTOR)

**FOR
INVESTIGATION SERVICES**

Master Agreement No. HM-INV-2026-XX

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MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF HUMAN RESOURCES
AND
(CONTRACTOR)
FOR
INVESTIGATION SERVICES
MASTER AGREEMENT NO. HM-2026-

This Master Agreement and Exhibits made and entered into on this _____ day of _____, 2026 ("Execution Date") by and between the County of Los Angeles ("County") and [CONTRACTOR] ("Contractor").

RECITALS

WHEREAS, the 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 authorized under California Government Code Section 31000 which authorizes the County's Board of Supervisors to contract for special services; and

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

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 through H 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 will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

Exhibit A	Statement of Work
Exhibit B	Tiered Pricing Schedule
Exhibit C	Contractor's Case Schedule
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Forms Required at the Time of Execution and Before Work Begins
Exhibit G	Sample Work Order and Contractor Execution Required Before Work On Case Assignment(s) Begin

Unique Exhibits:

Exhibit H	Information Security and Privacy Requirements
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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 will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard 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 will be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1 Contractor: The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into

an agreement with the County to perform or execute the work covered by this Master Agreement.

- 2.1.2 Capacity:** Contractor's ability to be assigned equity and/or personnel cases by the County, to accept cases and to timely meet all tasks, deliverables, and expectations as required and described in the Master Agreement (see RFSQ Appendix A (Sample Master Agreement)).
- 2.1.3 Contractor's Project Manager:** The person designated by Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.4 County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Master Agreement.
- 2.1.5 County's Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.1.6 County's Project Director:** Person designated by Director with authority to approve all Work Order solicitations and executions.
- 2.1.7 County's Project Manager:** Person designated by Director as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.8 County's Work Order Directors:** Responsible for coordinating and monitoring the Work Order.
- 2.1.9 Day(s):** Monday through Friday, except for official holidays observed by the County.
- 2.1.10 Director:** Director of Personnel of the Department.
- 2.1.11 Department:** The County of Los Angeles Department of Human Resources, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.12 Effective Date:** The date of execution of this Master Agreement by the Board of Supervisors or its delegate.
- 2.1.13 Equity Investigations:** Work Orders assigned by the Department of Human Resources Equity Investigations Unit identified by case assignment(s) to provide investigation services and produce an investigative report.
- 2.1.14 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

- 2.1.15 Managed File Transfer:** A secure portal that allows the Department of Human Resources to transfer files to an entity/contractor outside of the county.
- 2.1.16 Master Agreement:** County's standard agreement executed between Department and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.1.17 Personnel Investigations:** Work Orders assigned by the Department of Human Resources Personnel Investigations Unit identified by case assignment(s) to provide investigation services and produce an investigative report.
- 2.1.18 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.1.19 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.1.20 Statement of Work:** A written description of tasks and deliverables desired by County for a specific Work Order from Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.21 Training Period:** Contractor will be provided training on the County Policy of Equity and Personnel Investigations, and more extensive guidance and oversight by County on the equity and personnel investigative process for the Equity Investigation and Personnel Investigation cases(s) assigned to Contractor, including the requirements, processes, procedures, standards, and expectations of County for Equity Investigations being conducted under this Master Agreement.
- 2.1.22 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and deliverables as described in Exhibit A (Statement of Work) attached to the Master Agreement. No work will be performed by Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2** Each assigned Work Order will issue case assignment(s) to Contractor; Contractor will provide services for the assigned case(s) as described in

Exhibit A (Statement of Work), as applicable, 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 using other than approved Contractor personnel, or that goes beyond the scope of the Work Order or Statement of Work, or that is performed prior to or after the term of the 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. Upon determination by County to assign case(s) to a Contractor for investigation and related services, County shall issue a Work Order.
- 3.5** Work Orders will be made to Contractors throughout the term of the Master Agreement on a rotational basis based upon Contractor's Capacity, completion of Training Period, and any other factors the County may consider in its sole discretion.

Personnel Investigations

- 3.5.1** A Training Period for Personnel 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 Personnel Investigations as described and required in this Master Agreement.
- 3.5.2** Work Orders 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 continue receiving Personnel Investigation work orders based on the rotational schedule. Until such time as County has made this determination, Contractor will not receive Personnel Investigation Work Orders as part of a rotational schedule.

- 3.5.3** Within two (2) Days of each Work Order, 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.

If the Contractor is unable to accept three (3) assigned Work Orders, the County may terminate this Master Agreement as provided herein.

- 3.5.4** Work Orders which are not accepted and certified by a Contractor will be reassigned. Contractor's failure to accept and certify Work Orders may result in Contractor being removed from the rotational schedule until County determines that Contractor has the capacity to begin accepting Work Orders.
- 3.5.5** Upon issuance of a Work Order, Contractor 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 Work Order as determined in the sole discretion of County's Project Director.
- 3.5.6** 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

- 3.5.7** 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.
- 3.5.8** 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, Exhibit A (Statement 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.
- 3.5.9** 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.

3.5.10 If in the County's sole determination after one (1) year Contractor is unable to successfully and timely complete seventy-five percent (75%) of assigned Equity Investigation cases within six (6) months or less without sufficient justification, Contractor will not be eligible to receive Equity Investigations as part of the rotational schedule.

4.0 TERM OF MASTER AGREEMENT

4.1 The term of this Master Agreement will be effective upon the date of its execution by the Director, or designee, as authorized by the Board of Supervisors (Effective Date). This Master Agreement will expire on _____, unless sooner extended or terminated, in whole or in part, as provided herein.

4.2 The County will have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods, for a maximum total Master Agreement term of five (5) years. Each such option and extension will be exercised at the sole discretion of the Director or their designee.

The County maintains a database that tracks/monitors contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

4.3 Contractor must notify the Department 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 must send written notification to the Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

Contractor will 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 Written Approval for Reimbursement

Contractor will 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, will occur only with the County's express prior written approval.

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

Contractor will 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 will immediately notify County and must immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement will not constitute a waiver of County's right to recover such payment from Contractor.

5.4 Invoices and Payments

- 5.4.1 Contractor will invoice County only for providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement and specified in Exhibit A (Statement 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 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses.
- 5.4.4 All work performed and invoices submitted by Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Work Order Director, who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.
- 5.4.5 Invoices under this Master Agreement must be submitted to the address(es) set forth in the Work Order.

5.5 Invoice Submission and Content

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

Contractors are to bill for investigation services provided under this Master Agreement only upon submission of the investigative report to the County and County's approval thereof. Subsequent to County's

approval 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 approval of Investigative Report; these hours are to be invoiced for the billing cycle in which the Investigative Report was approved by County. Billable hours worked by Contractor's investigators subsequent to County's approval 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).

5.5.2 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 investigations 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 at the request of County at the CPOE Panel, Civil Service Commission or various other entities or hearings;
- Upon prior written request of Contractor and written pre-approval of County only, all hours worked by Contractor's investigators as preparation time for such appearance; and
- All hours worked by Contractor's investigators to appear at any other meetings as requested in writing by County.

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

5.6 Billing Cycle

5.6.1 Contractor must submit invoices to County by the 15th day of the month following delivery and acceptance of Investigative Report; and, by the 15th of the month following any additional billable hours worked by Contractor's investigator after the County's approval of the Investigative Report as described under Exhibit A (Statement of Work), Paragraph 7.26 (Related Work).

5.6.2 Invoices under this Master Agreement shall be submitted via Managed File Transfer.

5.7 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 Investigation cases. All invoices will be itemized by the CEIU case number and the Personnel Investigation case numbers only, and are to contain no information disclosing the identity 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.

5.8 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.

5.9 Preference Program Enterprises – Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.10 Cost of Living Adjustment (COLA)

If requested by the Contractor, the Contract amount (hourly) may at the sole discretion of the County be increased annually (for the additional option year periods identified in Paragraph 4.2) based on the most recent published percentage change in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for Urban Consumers (CPI-U) for the Los

Angeles-Long Beach-Anaheim Area for the twelve (12) month period preceding the Master Agreement commencement anniversary date, which will be the effective date for any Cost of Living Adjustment (COLA). However, any increase must not exceed the general salary movement granted to County employees as determined by the Chief Executive Officer as of each July 1 for the prior twelve (12) month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries, no COLA will be granted.

Where the County decides to grant a COLA pursuant to this paragraph for living wage contracts, it may, in its sole discretion, exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this Contract) from the base upon which a COLA is calculated, unless the Contractor can show that their labor cost will actually increase.

Further, before any COLA increase will take effect and become part of this Contract, it will require a written amendment to this Contract first, that has been formally approved and executed by the parties. To request a COLA, Contractor must submit a written request along with appropriate justification to the Contract Analyst 60 days prior to exercising the additional option year periods identified in Paragraph 4.2.

5.11 Default Method of Payment: Direct Deposit or Electronic Funds Transfer.

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

5.11.2 Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.11.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.

5.11.4 At any time during the duration of the agreement or contract, Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting

department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following paragraphs are designated in Exhibit D (County's Administration). The County will notify Contractor in writing of any change in the names or addresses shown.

6.2 County's Master Agreement Program Director (MAPD)

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

6.3 County's Project Director

The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.4 County's Work Order Director

A Work Order Director will be assigned for each Work Order by County's Project Director.

6.4.1 The responsibilities of the Work Order Director include:

- ensuring that the timeline requirements for investigative services and administrative task requirements articulated in the Statement of Work are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific cases, and ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating, and reporting Contractor performance and progress on the Work Order;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel in each particular case;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.4.2 County's Work Order Directors are 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.

6.5 County's Project Manager

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

6.6 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

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

7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will 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 E (Contractor's Administration). Contractor must 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. Contractor must provide County with a résumé of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

- 7.4.1 All Contractor 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 expenses for the badges.
- 7.4.2 Contractor must ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel without a proper County ID badge may be barred or removed from a County facility.
- 7.4.3 Contractor must notify the County within one (1) business day after a Contractor employee is terminated from working under this Master Agreement. Contractor must retrieve and return the County ID badge to the County on the next business day after such termination.
- 7.4.4 If County requests the removal of a Contractor employee, Contractor must retrieve and return the County ID badge to the County on the next business day after employee has been removed from working on the County's Master Agreement.
- 7.4.5 Contractor must ensure that if any County ID badge issued to a Contractor employee has been lost or stolen, Contractor employee will immediately file a police report and submit a copy of that report to Contractor, and Contractor shall immediately provide a copy to County's Project Director.
- 7.4.6 County will issue another County Contractor ID badge only upon submission of the police report and obtaining an affidavit, or declaration under penalty of perjury 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 badge is issued must agree, in writing, to return such Contractor ID badge to Contractor upon the termination of employment or other status upon which the 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 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 is responsible for obtaining the County Contractor ID badges from County and distributing them to its employees.
- 7.4.10 Contractor shall be responsible for timely obtaining each County Contractor ID 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 Contractor employee performing services under this Master Agreement must 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 must be obtained through fingerprints submitted to the California Department of Justice (DOJ) to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of Contractor, regardless if the Contractor employee passes or fails the background investigation.
- 7.5.2 Contractor is responsible for ensuring that all Contractor employees have submitted fingerprints through the DOJ Livescan system and have received clearance from the Department prior to commencing work on these contracted services. Contractor shall make arrangements for its employees to submit fingerprints through the Department or an outside agency. The Department will conduct a review of the DOJ results to determine clearance for Contractor employees.
- 7.5.3 If a Contractor employee does not pass the background investigation, County may request that Contractor employees 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 Contractor employees any information obtained through the County's background investigation.
- 7.5.4 County, in its sole discretion, may immediately deny or terminate facility access to any Contractor employee who does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.5 Disqualification of any Contractor employee pursuant to this Paragraph 7.5 will 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 must 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 must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- Contractor will cause each employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit F3 (Contractor Employee Acknowledgment and Confidentiality Agreement). Additionally, Contractor will cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit F4 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 For any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director or designee.
- 8.1.2 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief

Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by Contractor and by the Director, or their designee.

- 8.1.3 The Director, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by Contractor and by the Director, or their designee.
- 8.1.4 The County reserves the right, in its sole discretion, to make changes to the Master Agreement that do not materially affect scope, term, contract sum, or payments. Such changes will be accomplished with a Change Notice executed by the County's Project Director and which must be signed by Contractor, or either of their designees.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will 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 will be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or 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, will 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 will 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 must develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in Contractor's policy, Contractor must 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 must submit proposed changes to the County for approval before implementation.
- 8.4.5 Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.4.7 Copies of all written responses must be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.5 Compliance with Applicable Laws

- 8.5.1 In the performance of this Master Agreement, Contractor must 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 must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will 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 will 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 will 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 will, 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. Additionally, Contractor certifies to the County:

- 8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include the establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

8.7.1 **Jury Service Program:** This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

8.7.2 Written Employee Jury Service Policy

- Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), Contractor must have and adhere to a written policy that provides that its Employees will 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.
- For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.
- If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the

applicability of its “exception status” from the Jury Service Program, and Contractor must 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 must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.

- Contractor’s violation of this 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 Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will 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 will in any way participate in the County’s approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County’s approval or ongoing evaluation of such work.
- 8.8.2 Contractor must 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must 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 will 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 within the past ten (10) years. Such representation creates a conflict of interest on behalf of 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 F3 (Contractor's Employee Acknowledgement and Agreement: Confidentiality and No Conflict of Interest) – or - Master Agreement Exhibit F4 (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 this Paragraph 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 Layoffs or are on a County 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 must 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/START Participants

- 8.10.1 Should Contractor require additional or replacement personnel after the effective date of this Master Agreement, Contractor will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.
- 8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 Responsible Contractor

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

8.11.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of Contractor on this or other Master Agreements which indicates that Contractor is not responsible, the 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing agreements and contracts Contractor may have with the County.

8.11.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: (1) violated a term of a Master Agreement with the County or a nonprofit corporation created by the County, (2)

committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 **Contractor Hearing Board**

- 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 Contractor Hearing Board.
- The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and Contractor's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

- 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Contractor Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board will present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement and Notice to its Employees of the Safely Surrendered Baby Law

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor must notify and provide to its employees, and will require each Subcontractor to notify and provide to its employees, a [Fact Sheet](#) regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and information on where and how to safely surrender a baby. Additionally, Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "[Safely Surrendered Baby Law Poster](#)" (available in [English/Spanish/Chinese/Korean](#)) in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

Contractor, and its subcontractor(s), can access posters and other program material at www.babysafela.org.

8.13 Contractor's Warranty of Adherence to County's Child Support Compliance Program

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

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

- 8.15.1 Contractor will 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 must 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 must 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 must 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 must retain all such documentation for all covered employees for the period prescribed by law.
- 8.16.2 Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or the County or both in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

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

The County and 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 must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour

law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which the County may be found jointly or solely liable.

8.19 Force Majeure

- 8.19.1 Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Paragraph as "force majeure events").
- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor will not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.19.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement will 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 will be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

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

or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will 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 the County. Contractor will 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 Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Master Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County 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 must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraph 8.24 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Master Agreement.

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, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.

- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Subcontractor insurance policies at any time.
- Certificates must 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 must match the name of Contractor identified as the contracting party in this Master Agreement. Certificates must provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to contractsadmin@hr.lacounty.gov, Subject: Master Agreement – Investigation Services - Insurance Certificates.
- Contractor also must 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 must promptly notify County of any third party claim or suit filed against Contractor or any of its Subcontractors 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, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) must be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status must 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 the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.23.3 Cancellation of or Changes in Insurance

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

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, must be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage must 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 must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effectuate such waiver.

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must 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 will precede the effective date of this Master Agreement. Contractor understands and agrees it will maintain such coverage for a period of not less than three (3)

years following Master Agreement 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 (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

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

8.23.14 County Review and Approval of Insurance Requirements

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

8.24 Insurance Coverage

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

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

8.24.2 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must 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 must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must 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. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 8.24.4 Professional Liability/Errors and Omissions
- Insurance covering Contractor's liability arising from or related to this Master Agreement, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it must maintain such coverage for a period of not less than three (3) years following this Master Agreement's expiration, termination or cancellation.
- 8.24.5 Cyber Liability Insurance
- Contractor must secure and maintain cyber liability insurance coverage with limits of \$3.0 million per occurrence and in the aggregate during the term of the Master Agreement, 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 Master Agreement. Contractor must 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, will not be construed as a limitation upon 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.

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 their designee, at their 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 the County, will be forwarded to Contractor by the Director, or their 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 their designee, deems are correctable by Contractor over a certain time span, the Director or their 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 will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to Contractor; and/or
 - (c) Upon giving five (5) days' notice to Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to Contractor from the County, as determined by the County.
- 8.25.3 The action noted in Paragraph 8.25.2 will not be construed as a penalty, but as adjustment of payment to Contractor to recover the County cost due to the failure of Contractor to complete or comply with the provisions of this Master Agreement.
- 8.25.4 This Paragraph will not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Paragraph 8.25.2, and will not, in any manner, restrict or limit the

County's right to terminate this Master Agreement as agreed to herein.

8.26 Most Favored Public Entity

If 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 will be immediately extended to the 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 will 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 certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.27.3 Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action must 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 subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

- 8.27.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and state laws and regulations to the end that no person will, 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 will 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 the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Civil Rights Department or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the 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, the County will, 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 will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will 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 must, 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 must bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and Contractor regarding the performance of services as stated in this Master Agreement. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director or designee will resolve it.

8.31 Notice to Employees Regarding the Federal Earned Income Credit

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

8.32 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will 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 D (County's Administration) and E (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.33 Prohibition Against Inducement or Persuasion

Notwithstanding the above, Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will 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.

8.34 Public Records Act

8.34.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.36 (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 the County. All such documents become a matter of public record and will be regarded as public records except for those documents determined to be non-disclosable or exempt pursuant to [California Government Code sections 7921.000 et seq.](#) and which are marked "trade secret", "confidential", or "proprietary". The County will 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.

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

8.35 Publicity

- 8.35.1 Contractor must 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, the County will not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

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

- 8.35.2 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 8.35 (Publicity) will apply.

8.36 Record Retention and Inspection-Audit Settlement

Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. Contractor agrees that the County, or its authorized representatives, will 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, will be kept and maintained by

Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must 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 the County's option, Contractor will pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.36.1 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 must file a copy of such audit report with the 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. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.36.2 Failure on the part of Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.36.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to Contractor, then the difference will be either: a) repaid by Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to Contractor, then the difference will be paid to Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.37 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.

8.38 Subcontracting

- 8.38.1 The requirements of this Master Agreement may not be subcontracted by Contractor **without the advance approval of the County**. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.
- 8.38.2 If Contractor desires to subcontract, Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.38.3 Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.
- 8.38.4 Contractor will remain fully responsible for all performances required of it under this Master Agreement, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.
- 8.38.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. Contractor is responsible to notify its subcontractors of this County right.
- 8.38.6 The County's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.38.7 Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.38.8 Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Contractor must ensure delivery of all such documents to contractsadmin@hr.lacounty.gov, Subject: Master Agreement – Investigation Services - Insurance Certificates, before any subcontractor employee may perform any work hereunder.

8.39 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), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.41 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.40 Termination for Convenience

8.40.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effectuated 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 will be no less than ten (10) days after the notice is sent.

8.40.2 Upon receipt of a notice of termination and except as otherwise directed by the County, Contractor must 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 would not have been terminated by such notice.

8.40.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Master Agreement or Work Order must be maintained by Contractor in accordance with Paragraph 8.36 (Record Retention and Inspection/Audit Settlement).

8.41 Termination for Default

8.41.1 The 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 the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- Contractor fails to accept three (3) or more assigned Work Orders.

8.41.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.41.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor will be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Contractor will continue the performance of this Master Agreement to the extent not terminated under the provisions of this Paragraph.

8.41.3 Except with respect to defaults of any subcontractor, Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.41.2 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 the County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Paragraph 8.41.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

- 8.41.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.41, it is determined by the County that Contractor was not in default under the provisions of this Paragraph 8.41, or that the default was excusable under the provisions of Paragraph 8.41.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.40 (Termination for Convenience).
- 8.41.5 The rights and remedies of the County provided in this Paragraph 8.41 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.42 Termination for Improper Consideration

- 8.42.1 The 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 the Master Agreement or the making of any determinations with respect to Contractor's performance pursuant to the Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 8.42.2 Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.42.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.43 Termination for Insolvency

- 8.43.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:
- Insolvency of Contractor. Contractor will 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.

8.43.2 The rights and remedies of the County provided in this Paragraph 8.43 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 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, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.45 Termination for Non-Appropriation of Funds

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

8.46 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 will not be affected thereby.

8.47 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.47 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.48 Warranty Against Contingent Fees

8.48.1 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.

- 8.48.2 For breach of this warranty, the County will 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.

8.49 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 Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.50 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 8.49 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.51 Time Off For Voting

Contractor must notify its employees, and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every Contractor and subcontractors must 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](#).

8.52 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 will require that 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 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

8.53 Intentionally Omitted

8.54 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#) and [Chapter 8.300 of the Los Angeles County Code \(Fair Chance Ordinance for Employers\)](#). Contractor's violation of this 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.

8.55 Compliance with the County Policy of Equity

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/>). 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. Contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of 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 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 will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.57 Injury and Illness Prevention Program

Contractor will be required to comply with the State of California's Cal OSHA's regulations. [California Code of Regulations Title 8 Section 3203](#) requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

8.58 Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$500 to a County officer for twelve (12) months after the date of the final decision in the proceeding involving this Master Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Master Agreement as determined in the sole discretion of the County.

8.59 Budget Reductions

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

9.0 UNIQUE TERMS AND CONDITIONS

9.1 Intentionally Omitted

9.2 Intentionally Omitted

9.3 Intentionally Omitted

9.4 Patent, Copyright and Trade Secret Indemnification

- 9.4.1 Contractor must 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 will support Contractor's defense and settlement thereof.
- 9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, will either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.4.3 Contractor will have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

9.5 Intentionally Omitted

9.6 Information Security and Privacy Requirements

Contractor must comply with the requirements set forth in Exhibit H (Information Security and Privacy Requirements).

9.7 Local Small Business Enterprise (LSBE) Preference Program

- 9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).
- 9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid

another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.7.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.7.4 If Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, will:

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

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

9.8 Social Enterprise (SE) Preference Program

9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).

9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.

9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.

9.8.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

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

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

9.9 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.9.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

9.9.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.9.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report,

or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.9.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

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

Notwithstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Economic Opportunity of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Intentionally Omitted

9.13 Intentionally Omitted

9.14 Intentionally Omitted

9.15 Intentionally Omitted

9.16 Intentionally Omitted

9.17 Intentionally Omitted

9.18 Intentionally Omitted

10.0 Survival

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	(Applicable Documents)
Paragraph 2.0	(Definitions)
Paragraph 3.0	(Work)
Paragraph 5.3	(No Payment for Services Provided Following Expiration/Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.18	(Fair Labor Standards)
Paragraph 8.19	(Force Majeure)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage)
Paragraph 8.25	(Liquidated Damages)
Paragraph 8.32	(Notices)
Paragraph 8.36	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.40	(Termination for Convenience)
Paragraph 8.41	(Termination for Default)
Paragraph 8.46	(Validity)
Paragraph 8.47	(Waiver)
Paragraph 8.56	(Prohibition from Participation in Future Solicitation(s))
Paragraph 8.58	Campaign Contribution Prohibition Following Final Decision in Master Agreement Proceeding
Paragraph 9.4	(Patent, Copyright and Trade Secret Indemnification)
Paragraph 10.0	(Survival)

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 _____, 20____.

COUNTY OF LOS ANGELES

By_____

LISA M. GARRETT
Director of Personnel
Department of Human Resources

By_____

Contractor

Signed:_____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By:_____

Graeme E. Sharpe
Senior Deputy County Counsel

**MASTER AGREEMENT FOR
INVESTIGATION SERVICES**

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor will provide Equity Investigations and Personnel Investigations as set forth in this SOW.

1.1 Equity Investigations

Contractor must 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") or investigations that are part of the CEIU caseload. The Investigative Report will be utilized by the County Equity Oversight Panel ("CEOP") in making recommendations regarding complaints alleging potential violation of the CPOE. Equity Investigations include, but are not be limited to, matters related to the CPOE as well as federal, state, and County anti-discrimination laws, regulations, and policies.

1.2 Personnel Investigations

Contractor must provide investigation services and produce an Investigative Report on complaints related to personnel matters jurisdictional to the Department of Human Resources ("DHR") and that are classified as presenting potential conflict of interest issues for the Human Resources Personnel Investigations Unit of DHR or investigations which are part of the Human Resources Personnel Investigations Unit caseload. The Investigative Report will 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 may be used as the basis for any such actions taken by the appointing authority. Personnel Investigations include, but are not limited to, employment or administrative matters related to or governed by County authorities (including departmental rules, regulations, and policies).

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

2.1 All changes to this SOW must be made in accordance with the Master Agreement, Paragraph 8.1 (Amendments).

3.0 QUALITY CONTROL

Contractor must establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Master Agreement. The QCP must be submitted to the County's Project Monitor for review. The QCP must 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 (1) lead investigator for every ten (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 the lead investigator's time; and

- 3.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action must be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

County will evaluate Contractor's performance under this Master Agreement using the quality assurance procedures set forth in the Master Agreement, 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 will cause an assessment of One Hundred Dollars (\$100) per missed mandatory meeting.

4.2 Master Agreement Discrepancy Report

Verbal notification of a Master Agreement discrepancy will be made to the County's Project Monitor as soon as possible whenever a Master Agreement discrepancy is identified. Contractor must thereafter e-mail notice to the County's Project Monitor within twenty-four (24) hours of the identified discrepancy. The problem must be resolved within ten (10) Days.

The County's Project Monitor will determine whether a formal Master Agreement Discrepancy Report (Attachment 1 SOW) will be issued. Upon receipt of such document, Contractor is required to respond in writing to the County's Project Monitor within five (5) Days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Master Agreement Discrepancy Report must be submitted to the County's Project Monitor within ten (10) 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. Such 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, 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 **Case Assignment:** The date of County's issuance of the "Work Order and Contractor Certification" assigning case(s) to Contractor.
- 5.3 **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.
- 5.4 **Investigative Case File:** A confidential electronic file, which contains case documents obtained and created by County, will be sent to Contractor. Contractor must include working documents in the completed Investigative Case File, including as required in Attachment 4 (CEIU Investigative Report) and 5 (DHR Report of Findings) to this SOW, and contain the table of contents and the case documents organized with labelled section dividers.
- 5.5 **Investigative Plan:** A tool that helps the investigator navigate through the investigation and is completed after the review of the case file. Investigative Plans will adhere to the appropriate Investigative Plan Template in Attachment 3A (Equity Investigations) and Attachment 3B (Personnel Investigations) to this SOW and identify the following, as required:
- Complaining Party ("CP");
 - Alleged protected status of the CP, if applicable;
 - Subject of the Investigation ("SOI");
 - Alleged prohibited conduct of the SOI;
 - Specific allegations and acts of harm;
 - List of witnesses;
 - List of documents received, reviewed and/or needed; and
 - Interview scheduling chart.
- 5.6 **Investigative Report**
- 5.6.1 Equity Investigations: The final work product, which includes a written summary of the facts gathered during the investigation, with findings and analysis for each allegation. The Investigative Report for Equity Investigations will adhere to the CEIU Investigative Report Template in Attachment 4 to this SOW, and include referenced exhibits, documents, and copies of all recorded interviews contained in the completed Investigative Case File. Case completion and submission of this Investigative Report to County is due within ninety (90) calendar days of Case Assignment to Contractor.
- 5.6.2 Personnel Investigations: The final work product, which includes a written summary of the facts gathered during the investigation, with findings and analysis for each allegation. The Investigative Report for Personnel Investigations will adhere to the DHR Report of Findings Template in Attachment 5 to this SOW, and include all referenced exhibits, documents, and copies of all recorded interviews contained in the completed Investigative Case File. Case completion and submission of

this Investigative Report to County is due within ninety (90) calendar days of Case Assignment to Contractor.

- 5.7 **Investigative Summary:** Equity Investigations only must include a summary of the allegations, parties involved, and relevant information gathered from the parties, witnesses and documentation during the investigation. Such Investigative Summary will adhere to the CEIU Investigative Report Template in this Attachment 4.3 to this SOW.
- 5.8 **Monthly Status Report:** A report provided to County by Contractor will be submitted no later than the tenth calendar day of each month, which provides the status of the investigation for all equity or 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 identify 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 Investigative Report from being submitted to County within ninety (90) days of Date of Case Assignment to Contractor, requests for County assistance needed to address the barriers, and the initial and any extensions to the due date for the Investigative Report.

6.0 RESPONSIBILITIES

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

COUNTY

6.1 Personnel

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

- 6.1.1 Monitoring 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, Paragraph 8.1 (Amendments).

6.2 County-Furnished Items

- 6.2.1 County will provide Contractor with Instructions for Electronic Submission of Documents. County reserves the right to, in its sole discretion, revise the instructions.
- 6.2.2 County will provide a County Contractor ID badge to Contractor employees as set forth in the Master Agreement, Paragraph 7.4 (Contractor's Staff Identification).
- 6.2.3 Upon issuance of a Work Order and acceptance by Contractor, County will provide Contractor the confidential Investigative Case File.

- 6.2.4 Contactor acknowledges and agrees that the receipt of the following documents, which the County may change from time to time in its sole discretion, and which are attached hereto:
 - 6.2.4.1 Template for the Investigative Plan to be completed for each assigned case pursuant (Attachment 3).
 - 6.2.4.2 CEIU Investigative Report template to be used for Equity Investigations and followed for organization and its elements (Attachment 4).
 - 6.2.4.3 DHR Report of Findings template to be used for Personnel Investigations and followed for organization and its elements (Attachment 5).
 - 6.2.4.4 Contractor's Request for Good Cause Extension form to request extension of time for submission of the Investigative Plan, CEIU Investigative Report, or DHR Report of Findings (Attachment 6).
 - 6.2.4.5 Template for the Monthly Status Report to be completed with information on all equity or personnel investigation cases assigned to and pending with Contractor for the prior Calendar Month (Attachment 7).

CONTRACTOR

6.3 Contractor's Project Manager

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

6.4 Personnel

- 6.4.1 Contractor will 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 Reports to County. At least one (1) staff on site must be authorized to act for Contractor in every detail and must speak and understand English.
- 6.4.2 Contractor investigators must have two (2) years of experience conducting employment or administrative investigations.
- 6.4.3 Contractor must submit to County an executed Contractor Employee Acknowledgement and Confidentiality Agreement (Master Agreement, Exhibit F3) for each Contractor employee performing services covered

in the Master Agreement, as set forth in Sub-paragraph 7.6.3 (Confidentiality).

- 6.4.4 Contractor must submit to County an executed Contractor Non-Employee Acknowledgement and Confidentiality Agreement (Master Agreement, Exhibit F4) for each Contractor non-employee performing services covered in the Master Agreement, as set forth in Sub-paragraph 7.6.3 (Confidentiality).
- 6.4.5 Contractor will be required to background check their staff as set forth in Paragraph 7.5 (Background and Security Investigations) of the Master Agreement.
- 6.5 **Uniforms/Identification Badges**
 - 6.5.1 Contractor must ensure its employees are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification) of the Master Agreement.
 - 6.5.2 Contractor is responsible for obtaining County Contractor ID badges from the County for its employees and distributing them to its employees 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.
 - 6.5.3 Contractor is responsible for timely obtaining each of the County Contractor ID 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 must possess a current private investigator license issued by the State of California or be an active member of the California State Bar at the time of execution of the Master Agreement and maintain this status while performing work for the County under this Master Agreement.
- 6.7 **Materials and Equipment**
 - 6.7.1 The purchase of all materials and equipment to provide the needed services is the responsibility of Contractor. Contractor must 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 session(s), to Contractor's designated representative on the requirements, processes, procedures, standards and expectations of County for investigations being conducted under this Master Agreement, including 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 must 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 must train any Contractor staff that will be performing Equity Investigations and Personnel Investigations under this Master Agreement; Contractor must not assign Equity or Personnel Investigations to its staff that have not completed Contractor's training.
- 6.8.5 Contractor must provide training programs for all its new employees within ten (10) business days of employee being approved by County to perform work under this Master Agreement and must continue in-service training for all its employees as needed. Such training must 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 County Policy of Equity (CPOE).

6.9 Contractor's Office

Contractor must maintain an office with a telephone in the company's name where Contractor conducts business. The office must be staffed during the hours of 8:00 a.m. to 5:00 p.m., during all Days, by at least one employee who can respond to inquiries and complaints about Contractor's performance of the Master Agreement. Contractor's Administration (Master Agreement, Exhibit E) must be available during these hours. When the office is closed, an answering service must be provided to receive calls. Contractor must answer calls received by the answering service by the next 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 G), Contractor must execute Section II certifying its ability to accept the Case Assignment and to complete it pursuant to Master Agreement requirements.
- 7.2 After executing Section II, Contractor must electronically return the "Work Order and Contractor Certification" to the County Project Manager within two (2) Days of issuance of the Work Order and the original signed copy to County within fifteen (15) Days of the issuance of the Work Order.

Investigative Plan:

- 7.3 Utilizing the appropriate template for either Equity Investigations or Personnel Investigations (Attachment 3A or 3B), Contractor's Investigative Plan must describe the complaint analysis and approach to guide the investigator at the onset of each investigation, including, but not limited to, identification of the prohibited action(s) alleged, protected status if applicable, specific allegations and alleged harm, the list

of witnesses to be interviewed, and a list of documents to be obtained. The Investigative Plan is completed after the review of the case file.

- 7.4 Within ten (10) Days of Case Assignment, Contractor must electronically submit an Investigative Plan for review and approval to the County Project Director.
- 7.5 Contractor must electronically submit revised Investigative Plans when the investigation varies substantially from the current Investigative Plan. Within four (4) Days of determining the performance differentiation, revisions must be submitted to the County Project Manager for review and approval.

Monthly Status Reports:

- 7.6 Utilizing the template provided by County in Attachment 7 hereto, Contractor must complete a Monthly Status Report describing the status of all Equity Investigation and Personnel Investigation cases 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, requests for County assistance needed to address the barrier(s), and any County-approved extensions to the due date for the Investigative Report.
- 7.7 Contractor must electronically submit Monthly Status Reports to the County Project Manager no later than the 10th calendar day of every month for the prior Calendar Month.

Case Investigation:

- 7.8 Contractor must identify and analyze all relevant and pertinent testimonial, documentary, and/or physical evidence relevant to the allegations.
- 7.9 Contractor must utilize appropriate interview techniques, credibility assessments, and conduct effective and comprehensive witness interviews. Contractor must audio record every interview. Contractor must provide notification that the interview will be audio recorded.
- 7.10 Contractor must immediately notify the County Project Director and County Project Manager of other matters uncovered during an investigation that may potentially violate any federal, state, or County anti-discrimination laws, regulations or policies, including the CPOE, or any other County policy, rule, or practice.
- 7.11 Contractor must 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 or information needed to complete the investigation.

Investigative Report:

- 7.12 Utilizing the CEIU Investigative Report or DHR Report of Findings Template (Attachment 4 and Attachment 5), Contractor must provide a comprehensive written Investigative Report for each assigned investigation organized in the format provided in the applicable template.
- 7.13 An Investigation Report for Equity Investigations must 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, or other documentation prescribed by County.

- 7.14 To be compensated at the highest rate in accordance with Exhibit B (Tiered Pricing Schedule), Contractor must complete all assigned Equity Investigations and Personnel Investigations, including the specific tasks contained herein, and submit the Investigative Report to County no later than ninety (90) calendar days or within eighty-one (81) billable hours, whichever occurs first, after Case Assignment to Contractor.
- 7.15 Contractor must electronically submit the Investigative Report to the County Project Director as both a Word document and a PDF document.
- 7.16 Contractor must provide modifications to previously submitted reports as requested by County.

Investigative Case File:

- 7.17 Contractor must provide a comprehensive electronic Investigative Case File for each investigation. The Investigative Case File must include all documents obtained or created during the investigative process, including working documents and investigator notes.
- 7.18 Contractor must organize all documents and audio recordings in electronic files as described in the CEIU Investigative Report or DHR Report of Findings Template of the Master Agreement, Exhibit A (SOW), Attachment 4 or 5, respectively.
- 7.19 Contractor must electronically submit the Investigative Case File to County's Project Director within ten (10) calendar days of County's approval of the Investigative Report.
- 7.20 Contractor must hand-deliver to County any documents in the Investigative Case File which cannot be electronically submitted, and any documents which are original documents. Documents will be hand-delivered only to the County Project Director or County Project Manager in a secured, sealed envelope or container which is clearly marked "Confidential."

Request for Extension of Time:

- 7.21 Contractor must 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 reports required in this Master Agreement.
- 7.22 Contractor must immediately electronically submit Contractor's Request for Good Cause Extension of time (Attachment 6) to County if there is good cause for request an extension to the timeline to submit the Investigative Plan (i.e., ten (10) calendar days from Case Assignment) or Investigative Report (i.e., ninety (90) calendar days from Case Assignment). Any Request for Extension of Time will be approved or denied only in writing in the sole discretion of the County. Contractor must submit this form within ninety (90) calendar days from the date of Case Assignment and receive County approval to bill at the sub-tier, Tier 1A, or 2A hourly rate.

Electronic Documents:

- 7.23 Contractor must submit all documents to County in an electronic PDF format, except for the Investigative Report or, if applicable, the Investigative Summary, which must be submitted in both an electronic PDF format and a Word document format.
- 7.24 Contractor must 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 will 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 H (Information Security and Privacy Requirements).
- 7.25 Contractor must use the file naming protocol provided by County for all electronic files submitted to County.
- 7.26 Investigative Case Files remain the sole property of County and will be returned to County, unduplicated by Contractor, on the first or fifteenth of each month and no later than fifteen (15) calendar days after County's approval of the Investigative Report or immediately upon request by the County.

Related Work:

- 7.27 Contractor will attend, appear and testify at various hearings (e.g., the CEOP, Civil Service Commission), and 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:

- 7.28 Contractor will consider all documents, conversations, and evidence related to County investigative matters confidential and must 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 F3 and F4).
- 7.29 Contractor must immediately and permanently delete all electronic files from its records and servers and destroy all paper copies of documents in its possession upon receipt of written approval of the electronic documents by County. Contractor will 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 H (Information Security and Privacy Requirements) to the extent applicable.

8.0 GREEN INITIATIVES

- 8.1 Contractor will use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.
- 8.2 Contractor will notify County's Project Manager of Contractor's new green initiatives prior to Contract commencement.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart, Attachment 2 of this Exhibit A, listing required services and deliverables that will be monitored by the County during the term of this Master Agreement is an important monitoring tool for the County.

All listings of services and deliverables referenced in the PRS Chart are intended to be completely consistent with the Master Agreement and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Master Agreement and the SOW. In any case of apparent inconsistency between services or deliverables as stated in the Master Agreement and the SOW and this PRS, the meaning apparent in the Master Agreement and the SOW will prevail. If any service or deliverable seems to be created in this PRS which is not clearly and forthrightly set forth in the Master Agreement and this SOW, that apparent service will be null and void and place no requirement on Contractor.

CONTRACT DISCREPANCY REPORT

TO: _____

FROM: _____

DATES: _____

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of Contractor Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

INVESTIGATION SERVICES

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES MAY BE ASSESSED
Master Agreement: Paragraph 7.0 - Administration of Master Agreement -Contractor	Contractor must notify the County in writing of any changes to information on Exhibit E, Contractor's Administration	Inspection & Observation	\$50 per occurrence
Master Agreement: Sub-paragraph 8.36 - Record Retention & Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.36	Inspection of files	\$50 per occurrence
Master Agreement: Sub-paragraph 8.38 - Subcontracting	Contractor must obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
SOW: Paragraph 3.0 – Quality Control	Contractor must establish and utilize a Quality Control Plan to assure requirements of Contract are met.	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 4.1 – As-Needed Meetings	Contractor's representative to attend as-needed meetings as requested.	Attendance	\$100 per occurrence

SOW: Sub-paragraph 4.2 – Master Agreement Discrepancy Report	Upon receipt of a MA Discrepancy Report, Contractor must respond in writing within 5 Days and submit correction plan within 10 Days.	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 6.3 – Contractor's Project Manager	Contractor's Project Manager must be reachable by telephone and email Monday – Friday 8 a.m. to 5 p.m. on all Day(s).	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 6.9 – Contractor's Office	Contractor's office must be staffed from 8 a.m. to 5 p.m., during all Days, by at least one employee who can respond to inquiries and complaints regarding Contract performance. Key personnel must also be available during these hours.	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 7.3 – Specific Work Requirements	Contractor must develop an appropriate Investigative Plan as outlined in this section.	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 7.6 – Specific Work Requirements	Contractor must complete a Monthly Status Report as outlined in this section.	Information received from Contractor and County Observation	\$100 per occurrence
SOW: Sub-paragraph 7.8 – Specific Work Requirements	Contractor must conduct a Case Investigation as outlined in this section.	Inspection and Observation	\$100 per occurrence
SOW: Sub-paragraph 7.12 – Specific Work Requirements	Contractor must provide a comprehensive written Investigative Report for each investigation as outlined in this section.	Information received from Contractor and County Observation	\$100 per occurrence

SOW: Sub-paragraph 7.16 – Specific Work Requirements	Contractor must provide a comprehensive electronic Investigative Case File as outlined in this section.	Information received from Contractor and County Observation	\$100 per occurrence
SOW: Sub-paragraph 7.21 – Specific Work Requirements	Contractor must immediately electronically submit Contractor's Request for Good Cause Extension of Time as outlined in this section.	Information received from Contractor and County Observation and Approval	\$100 per occurrence
SOW: Sub-paragraph 7.22 – Specific Work Requirements	Contractor must submit all documents to County in an electronic PDF format and/or Word format as outlined in this section.	Information received from Contractor and County Observation and Approval	\$100 per occurrence
SOW: Sub-paragraph 7.26 – Specific Work Requirements	Contractor must attend, appear and/or testify at various hearings as outlined in this section.	Attendance	\$100 per occurrence
SOW: Sub-paragraph 7.27 – Specific Work Requirements	Contractor must consider all documents, conversation, and evidence related to County investigative matters confidential as outlined in this section.	Inspection and Observation	\$100 per occurrence

INVESTIGATIVE PLAN

ATTACHMENT 3A

EQUITY INVESTIGATIONS



COUNTY EQUITY INVESTIGATIONS UNIT

INVESTIGATIVE PLAN 3A



Case Number(s):

Department(s):

Contractor Case Assigned to:

Date Assigned to Contractor:

Date Investigative Plan Prepared:

Projected Completion/Submission

Date to CEIU:

ASSIGNED INVESTIGATOR(S)

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

ASSIGNED CEIU REVIEWER

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:
Returned for Revision by County Staff:	Date Returned:
Re-submitted to County by Contractor Staff:	Date Re-Submitted:
Approved by County Staff:	Date Reviewed:

STEPS OF THE INVESTIGATION

TIMELY REPORTING

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

STEPS OF THE INVESTIGATION

STEPS		PROJECTED DATE	DATE COMPLETED
1.	Review case file		
2.	Draft initial investigative plan		
3.	Conduct Personnel file review		
4.	Conduct Discipline file review		
5.	Conduct RTW/Time/Exam file review as needed		
6.	Interview CP(s)		
7.	Interview any potential witness(es)		
8.	Interview SOI(s)		
9.	Follow up on all requested/pending information		
10.	Draft Investigative Summary		
11.	Submit case for review		
12.			

LIST OF DOCUMENTS

TYPE OF DOCUMENT		DATE OF REQUEST	DATE OF RECEIPT	EXPLAIN HOW DOCUMENT RELATES TO ALLEGATION
1.	Administrative Investigation			
2.				

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 (See Training Records for details) MOST RECENT TRAINING: DATE: TRAINING PRIOR TO INCIDENT DATE: DATE: OTHER RELATED TRAINING: DATE:		
DISCIPLINE:		OTHER "A" COMPLAINTS:
INTERVIEW STATUS DATE: AUDIO: ADMIN RIGHTS:		

SUBJECT OF INVESTIGATION		
SOI FIRST & LAST NAME	EMP. #	DEPARTMENT
CURRENT JOB TITLE	CURRENT UNIT OF ASSIGNMENT Unit	CURRENT SUPERVISOR/MANAGER Name
DEMOGRAPHICS/REPORTING RELATION: ///		
APPLICABLE TRAINING (See Training Records for details) MOST RECENT TRAINING: DATE: TRAINING PRIOR TO INCIDENT DATE: DATE: OTHER RELATED TRAINING: DATE:		
DISCIPLINE:		OTHER "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:		

CASE PARTIES

INVOLVED CODES AND POLICIES	
SOI LAST NAME	COUNTY POLICY OF EQUITY – BOARD POLICY No. 9.015 OR LOS ANGELES COUNTY CODE
SOI LAST NAME	
SDCO Notes:	
SOI LAST NAME	
SDCO Notes:	
SOI LAST NAME	
SDCO Notes:	

SPECIFIC ALLEGATIONS			
<u>ALLEGATION</u> <u>#1</u>			
CP(S) NAME	SOI NAME(S)		
POTENTIAL WITNESS(ES) NAME			
ALLEGED EQUITY-RELATED INCIDENT AND/OR CONDUCT	APPROXIMATE DATE OF VIOLATION	SECTION VIOLATION	BASIS
SDCO NOTES			

INVESTIGATIVE PLAN

ATTACHMENT 3B

PERSONNEL INVESTIGATIONS



PERSONNEL INVESTIGATIONS

INVESTIGATIVE PLAN 3B

Case Number(s): _____

Department(s): _____

Source of Complaint: _____

Contractor Case Assigned to: _____

Assigned Investigator(s): _____

Date Assigned to Contractor: _____

Date Investigative Plan Prepared: _____

Projected Completion/Submission Date to PI: _____

COMPLAINING PARTY (CP)

NAME	DEPARTMENT	JOB TITLE
1.		
2.		
3.		

SUBJECT OF INVESTIGATION (SOI)

NAME	DEPARTMENT	JOB TITLE
1.		
2.		
3.		

STEPS, DOCUMENTS, AND POLICIES

ALLEGATIONS

ALLEGATION(S)	ACT(S) OF HARM	NAME(S) OF SOI(S)	NAME(S) OF WITNESS(ES)
1.			
2.			
3.			

SPECIFIC ALLEGATIONS

ALLEGATION #1

CP(S) NAME		SOI NAME(S)		
POTENTIAL WITNESS(ES) NAME				
ALLEGED MISCONDUCT INCIDENT AND/OR CONDUCT		APPROXIMATE DATE OF VIOLATION	POLICY VIOLATION	BASIS
PI NOTES				

STEPS, DOCUMENTS, AND POLICIES

TIMELY REPORTING

Date(s) allegation(s) occurred:	
---------------------------------	--

STEPS OF THE INVESTIGATION

STEPS	PROJECTED DATE	DATE COMPLETED
1. Review case file		
2. Draft initial investigative plan		
3. Conduct Personnel file review		
4. Conduct Discipline file review		
5. Conduct RTW/Time/Exam file review as needed		
6. Interview CP(s)		
7. Interview any potential witness(es)		
8. Interview SOI(s)		
9. Follow up on all requested/pending information		
10. Submit report of findings for review		
11.		

LIST OF DOCUMENTS TO BE OBTAINED

TYPE OF DOCUMENT	DATE OF REQUEST	WHO REQUEST MADE TO	DATE OF RECEIPT	EXPLAIN HOW DOCUMENT RELATES TO ALLEGATION
1. I.e., Bulletins, Referral Lists, etc.				
2.				
3.				
4.				

APPLICABLE POLICIES

TYPE OF DOCUMENT	DATE OF REQUEST	WHO REQUEST MADE TO	DATE OF RECEIPT	EXPLAIN HOW DOCUMENT RELATES TO ALLEGATION
I.e., Civil Service Rules, DHR PPGs, 1. County Code, Departmental Policies, etc.				
2.				
3.				
4.				

STEPS, DOCUMENTS, AND POLICIES

REVIEW INFORMATION

Submitted to County by Contractor:	Date Submitted:
Returned for Revision by County:	Date Returned:
Re-submitted to County by Contractor:	Date Re-Submitted:
Approved by County:	Date Reviewed:



DEPARTMENT OF HUMAN RESOURCES COUNTY EQUITY INVESTIGATIONS UNIT

Investigative Report Template

Each Investigative Report is comprised of the below required documents.

- At the conclusion of the case investigation, Contractor to provide County with a zipped electronic Case File consisting of all documents and audio recordings organized by sections listed below.
- Each required document is to be individually saved in PDF format. The Case File Cover Sheet, Table of Contents, and Investigative Summary are to be saved as individual files. Section folders are to be created for Exhibits, Discipline, and Admonition Forms. Each folder is to contain individually saved files. Audio files are to be individually saved in WMA format within a Section folder for Audio.
- In addition, the Investigative Summary should also be saved as a Word document. See SOW A, Subparagraph 7.14.
- *Note: The County may, at its sole discretion, make changes to the required document templates contractor is required to utilize for the Investigative Report.*

Required Document		Reference	Section Description
1.	Case File Cover Sheet	1 Page	Provides a confidential cover sheet for case investigation file.
2.	Table of Contents	1 Page	Provides a Table of Contents for Investigative Report.
3.	Investigative Report	5 Pages	Provides a summary of the allegations, parties involved, and the case investigation.
4.	Exhibits	n/a	Section comprised of documents received and reviewed as part of case investigation. Each exhibit's file name should include the exhibit number and a brief description. This information should match the references in the Investigative Summary and the Table of Contents.
5.	Discipline	n/a	Section comprised of disciplinary history received and reviewed for Complaining Party and Subject of Investigation as part of case investigation. The file name for each discipline document should include the CP/SOI's last name, date the discipline issued, and the type of discipline issued.
6.	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 in case investigation: • <u>Exhibit 6.1</u>: For Complaining Party - County employee • <u>Exhibit 6.2</u>: For Complaining Party - non-County employee • <u>Exhibit 6.3</u>: For Subject of Investigation • <u>Exhibit 6.4</u>: For Witness - County employee • <u>Exhibit 6.5</u>: For Witness - non-County employee

Required Document		Reference	Section Description
7.	Audio Recordings	N/A	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
8.	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]

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

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

1. Investigative Summary *(List all individuals interviewed and their role in case)*
 - CP [Insert name]
 - SOI [Insert name]
 - Witness [Insert name]
2. Exhibits *(List all exhibit documents by exhibit number, description, and date. See examples.)*
 - [Insert document name, date of document]
 - [Insert document name, date of document]
 - Exhibit 01 – CP Jones’s Medical Note, 7-12-2023
 - Exhibit 02 – Email between CP Jones and SOI Adams, 9-21-2022
3. Discipline *(List date discipline issued, and type of discipline issued. See examples.)*
 - CP Discipline documents
 - SOI Discipline documents
 - CP Jones – August 25, 2023 – 5-Day Suspension
 - SOI Adams – May 13, 2019 – Confirmation of Counseling
4. Admonition Forms *(List all individuals with Admonition Forms and their role in case)*
 - CP [Insert name]
 - SOI [Insert name]
 - Witness [Insert name]
5. Audio Files *(If multiple interviews conducted for one person, list each file separately)*
 - Case Number – CP Last Name – Date of Interview
 - Case Number – SOI Last Name – Date of Interview
 - Case Number – Witness Last Name – Date of Interview
 - 2025-123456 – CP Jones – 7-14-2025, part 1
 - 2025-123456 – CP Jones – 7-14-2025, part 2



**CONTRACTOR/MONITORED DEPARTMENT
INVESTIGATIVE REPORT**

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
SENIOR REVIEWER	INVESTIGATION COMPLETED

INVESTIGATIVE ALLEGATIONS AND SUMMARY

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

SUBJECT OF INVESTIGATION		
SOI FIRST & LAST NAME	EMP. #	DEPARTMENT
CURRENT JOB TITLE	CURRENT UNIT OF ASSIGNMENT Unit	CURRENT SUPERVISOR/MANAGER
DEMOGRAPHICS/REPORTING RELATION: ///		
APPLICABLE TRAINING (See Training Records for details) MOST RECENT TRAINING: DATE: TRAINING PRIOR TO INCIDENT DATE: DATE: OTHER RELATED TRAINING: DATE:		
DISCIPLINE:		OTHER "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:		

INVESTIGATIVE ALLEGATIONS AND SUMMARY

COMPLAINT INFORMATION			
CP NAME	DATE DEPARTMENT NOTIFIED	DATE COMPLAINT FILED	DATE CEIU RECEIVED
MEDIATION STATUS	INCIDENT DATE	CASE NUMBERS	SWORN PERSONNEL EMPLOYEE STATUS: STATUTE DATE:

INVOLVED CODES AND POLICIES	
SOI Last Name	County Policy of Equity – Board Policy No. 9.015 or Los Angeles County Code

INVESTIGATOR NOTES

INVESTIGATIVE ALLEGATIONS AND SUMMARY

SPECIFIC ALLEGATIONS
INVESTIGATIVE STATEMENTS



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

SOW A - Attachment 4 - Exhibit 6.1

**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):

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

SOW A - Attachment 4 - Exhibit 6.2

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):

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**

SOW A - Attachment 4 - Exhibit 6.3

**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:

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

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**

SOW A - Attachment 4 - Exhibit 6.4

**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:

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

SOW A - Attachment 4 - Exhibit 6.5

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)***

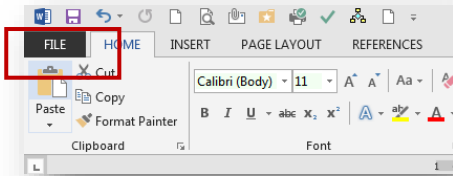
Contractor Investigative Summary Template Instructions

Setting up and Pinning Template

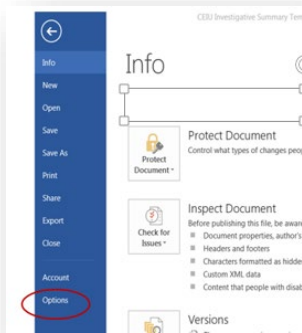
Step 1. Open Microsoft Word (2013 and after) and select blank document



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

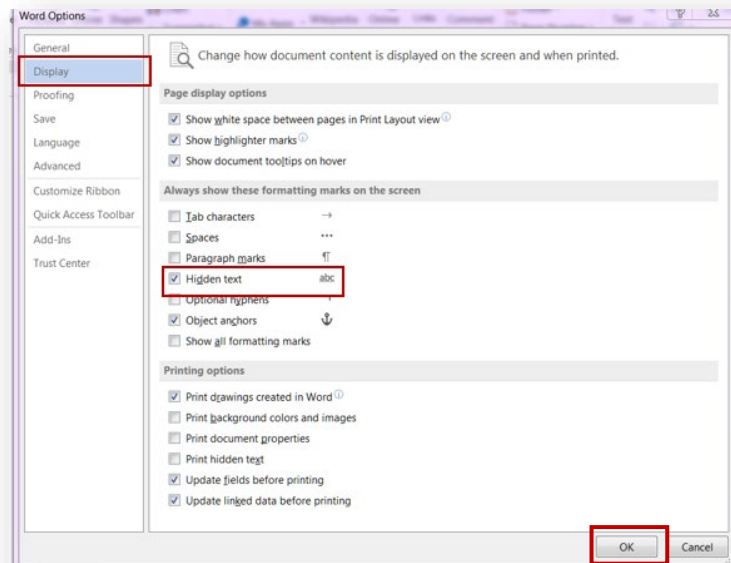


Step 3. Select **OPTIONS**

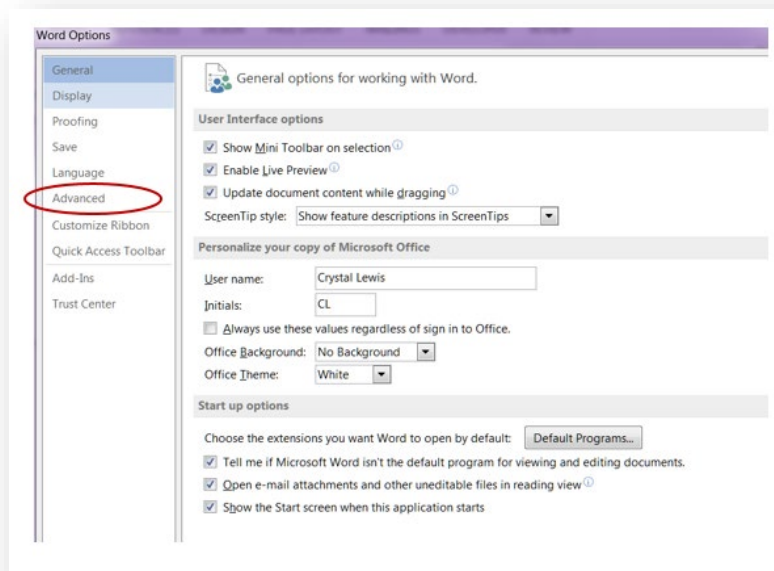


Contractor Investigative Summary Template Instructions

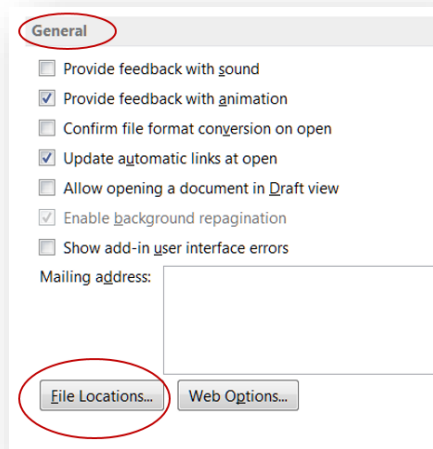
Step 4. Select **DISPLAY** and select **HIDDEN TEXT** so that template instructions are displayed



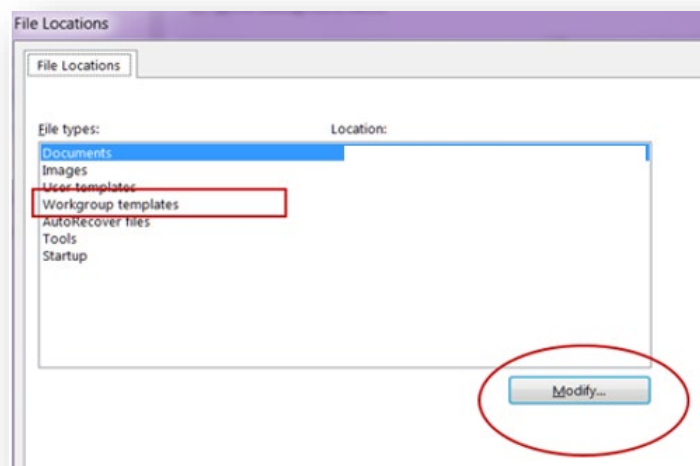
Step 5. Select **ADVANCED**



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

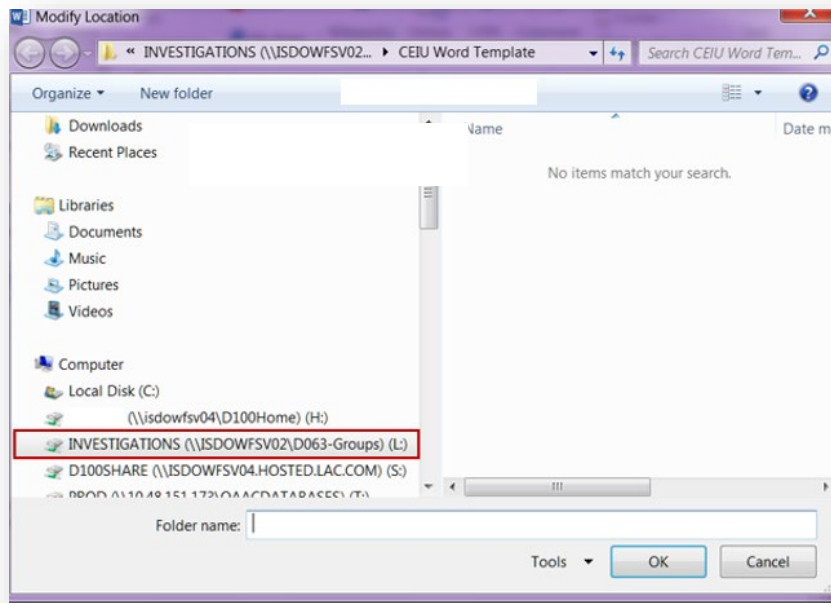


Step 7. Select *WORKGROUP TEMPLATES* - Click on *MODIFY*

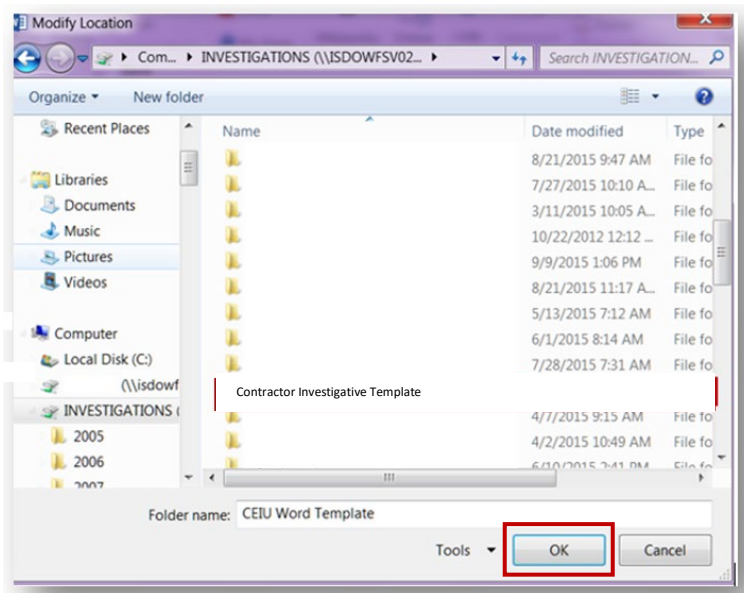


Contractor Investigative Summary Template Instructions

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

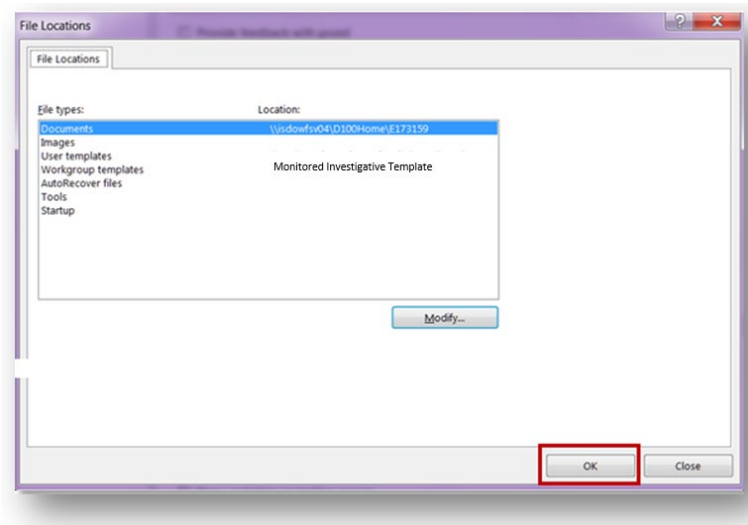


Step 9. Select the *Contractor Investigative Template* folder and Click *OK*

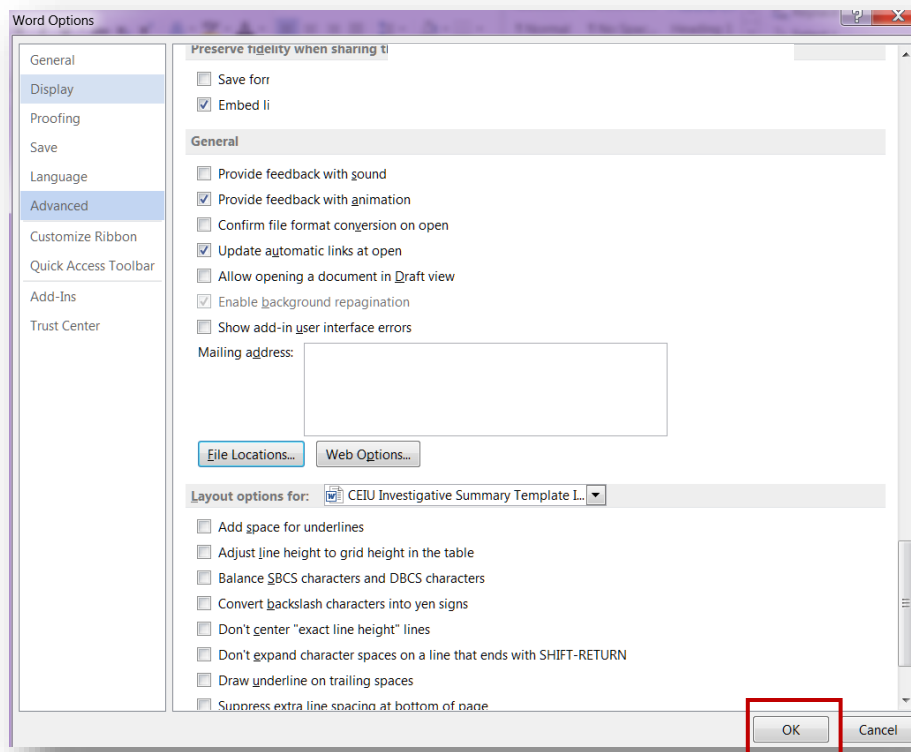


Contractor Investigative Summary Template Instructions

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

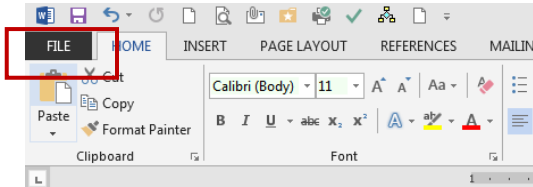


Step 11. Click **OK** – (screen is returned to Word Options menu) to close menu.

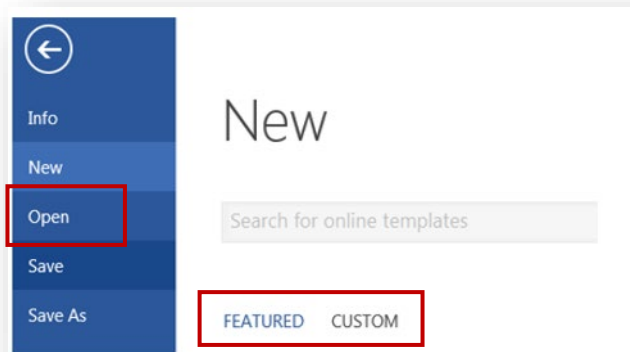


Contractor Investigative Summary Template Instructions

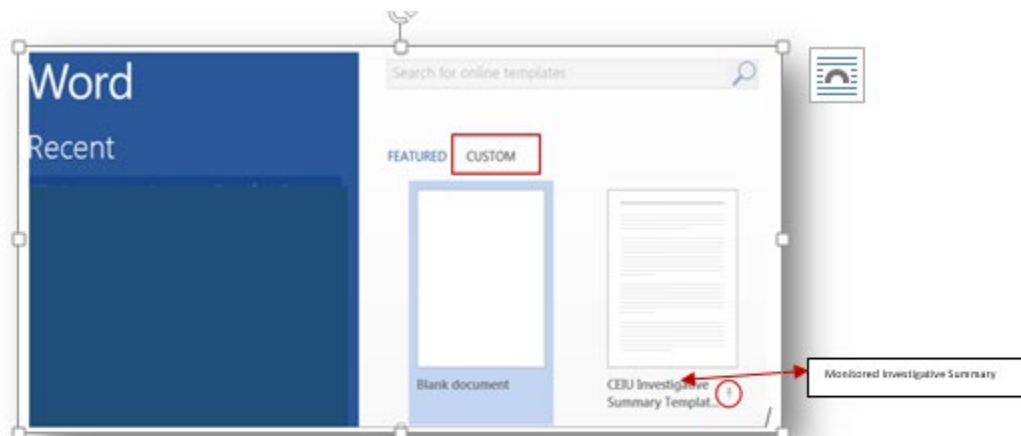
Step 12. Select [FILE](#)



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

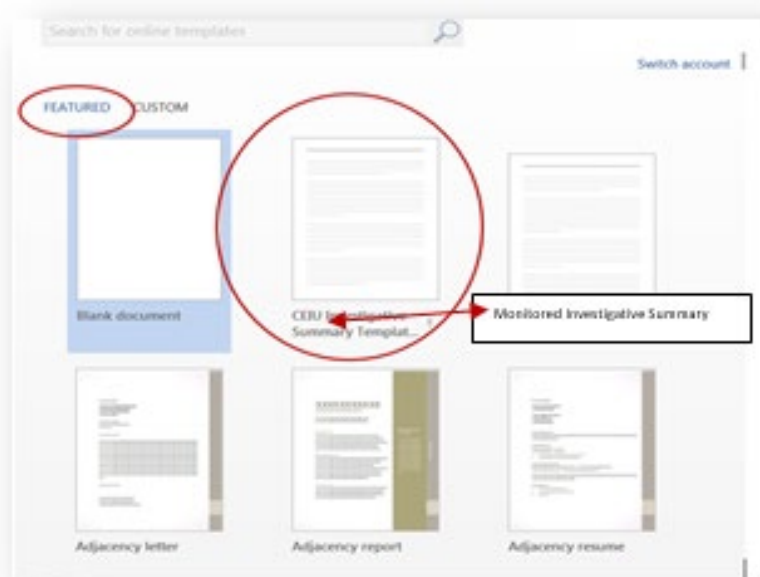


Step 14. Click on [CUSTOM](#) or [SHARED](#) and hover cursor on Contractor Investigative Summary – Click on the pushpin to the right to pin template to the Featured templates



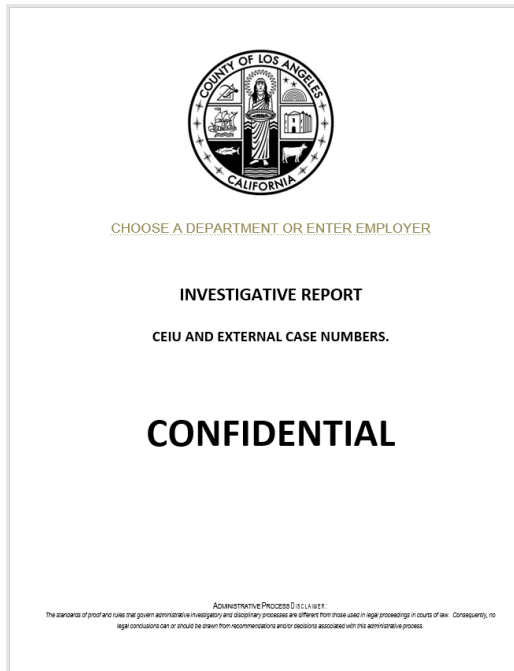
Contractor Investigative Summary Template Instructions

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



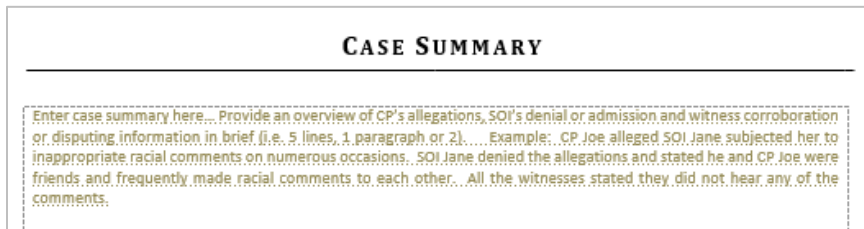
Contractor Investigative Summary Template

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 ICMS and External (EEOC/DFEH) 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)*



The header of the template features the Seal of the County of Los Angeles at the top center. Below the seal, the text "CHOOSE A DEPARTMENT OR ENTER EMPLOYER" is displayed in a smaller, orange font. This is followed by "INVESTIGATIVE REPORT" and "CEIU AND EXTERNAL CASE NUMBERS." in a standard black font. The word "CONFIDENTIAL" is prominently displayed in a large, bold, black font. At the bottom, there is a small disclaimer: "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."

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



The Case Summary section is titled "CASE SUMMARY" in a bold, black font. Below the title, there is a dashed rectangular box containing a placeholder text: "Enter case summary here... Provide 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 on 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. **INVESTIGATOR(S) AND CEIU SENIOR REVIEWER:** Select the appropriate vendor from dropdown menu and type in Investigator's name. Select CEIU Senior Reviewer from drop down menu. Leave date blank (CEIU Staff Assistant will fill in).

PRIMARY INVESTIGATOR, Choose a Vendor Click here to enter text.	SECONDARY INVESTIGATOR, Choose a Vendor Click here to enter text.
CEIU SENIOR REVIEWER Select Name.	INVESTIGATION COMPLETED Date Entered

7. **CASE PARTIES:**

CASE PARTIES

TO ADD ADDITIONAL CASE PARTIES, CLICK THE PLUS SIGN ON THE RIGHT OF THE LAST ROW

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.		

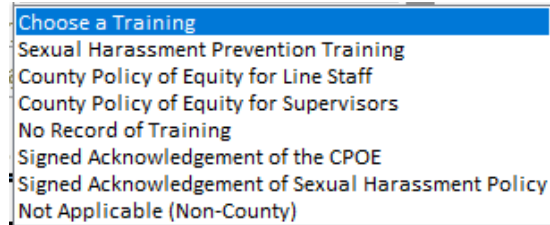
WITNESSES		
Witness First & Last Name Click here to enter text	EMP. # Click here to enter text	DEPARTMENT Choose a department or enter employer
CURRENT JOB TITLE Click here to enter text	CURRENT UNIT OF ASSIGNMENT Click here to enter text	CURRENT SUPERVISOR/MANAGER Click here to enter text
DEMOGRAPHICS/REPORTING 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.

Contractor Investigative Summary Template Instructions

c. Select from drop down menus –

- Applicable Training to Case (CPOE, Sexual Harassment)

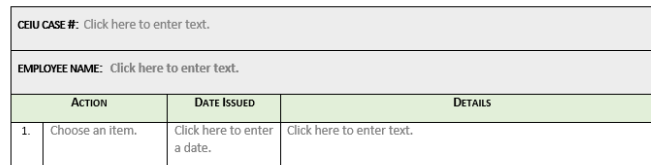


A screenshot of a dropdown menu with the title 'Choose a Training' in a blue header. The menu lists the following options: 'Sexual Harassment Prevention Training', 'County Policy of Equity for Line Staff', 'County Policy of Equity for Supervisors', 'No Record of Training', 'Signed Acknowledgement of the CPOE', 'Signed Acknowledgement of Sexual Harassment Policy', and 'Not Applicable (Non-County)'.

d. 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.

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

DISCIPLINE/ADMINISTRATIVE HISTORY



A screenshot of a form titled 'DISCIPLINE/ADMINISTRATIVE HISTORY'. It contains two input fields: 'CEIU CASE #:' and 'EMPLOYEE NAME:', both with 'Click here to enter text.' prompts. Below these is a table with three columns: 'ACTION', 'DATE ISSUED', and 'DETAILS'. The first row of the table contains the following text: '1.', 'Choose an item.', 'Click here to enter a date.', and '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

8. BACKGROUND INFORMATION:

BACKGROUND INFORMATION			
COMPLAINT INFORMATION TO ADD MULTIPLE CASE INFORMATION CLICK THE PLUS (+) SIGN ON THE RIGHT OF THE LAST ROW			
CP NAME Click here to enter text	DATE DEPARTMENT NOTIFIED Select Date	INTAKE NOTIFICATION DATE Select Date	DATE CEIU OPENED Select date
MEDIATION STATUS Choose an item. Click here to enter date or range	INCIDENT DATE Click here to enter date or range	CASE 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 Policy.	Select Basis	Select Basis
	Select Policy.	Select Basis	Select Basis
	Select Policy.	Select Basis	Select Basis
	Select Policy.	Select Basis	Select Basis
	Select Policy.	Select Basis	Select Basis
INVESTIGATOR NOTES ENTER INFORMATION REGARDING CASE PARTIES INVOLVED, SOIs ADDED OR REMOVED, ALLEGATIONS ADDED/REMOVED, COMPANION CASE INFORMATION, COMPLAINT BACKSTORY, ETC.,...			
Click here to enter Investigative Notes.			

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

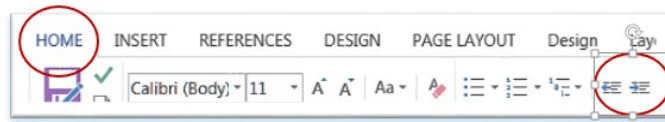
***To enter multiple cases if combined in one report - click on the plus sign on the right of the last row to add additional Sections*

9. **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.
10. **CEIU (Investigator) Notes:** This section is used to add investigative note upfront regarding the Case Parties, allegations, mediation etc.
11. **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.	

Contractor Investigative Summary Template Instructions

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.

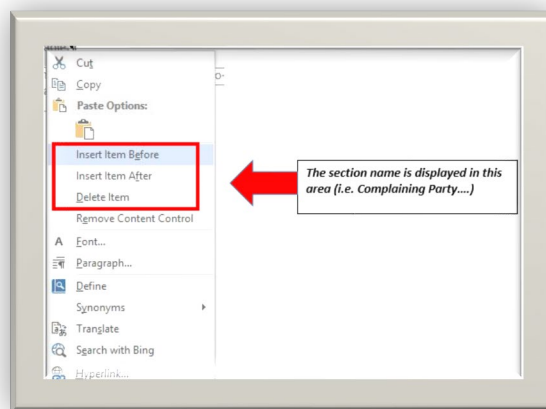


12. **CHRONOLOGIES OR TIMELINES:** Add a Chronology/Timeline for document driven, disability, FMLA and reasonable accommodation investigations.

CHRONOLOGY	
[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

13. **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



CONFIDENTIAL

**DEPARTMENT OF HUMAN RESOURCES
REPORT OF FINDINGS
COMPLAINANT: XXXX
SUBJECT: DEPARTMENT OF XX
DEPARTMENT OF XXXXX
DHR ASSIGNMENT NO. 021-22**

BACKGROUND

On __, Mr. X, Servant, contacted the Department of Human Resources (DHR) to file a whistleblower retaliation complaint against the Department of XX (or Department). Specifically, Mr. X claimed that XX __, in retaliation for his report of fraudulent information to the Department of Serious Business.

ALLEGATION

Mr. X alleged he was transferred from the K Division to Pipe Welding Division for his report of fraudulent information ____.

INVESTIGATION

DHR staff interviewed the following XX employees:

- Mr. X, Actor
- JJ, Assistant Deputy Director
- SS, Principal Actor

DHR's investigation also consisted of reviews of the following applicable documents relative to the allegations:

- XX
- **XX**

COUNTY CODE SECTION 5.02.060

County Code Section 5.02.060, *Retaliation for reporting fraud, waste, or misuse of county resources prohibited*, forbids officers or employees of the County of Los Angeles to use or threaten to use official authority or influence to restrain or prevent employees from reporting:

- A work-related violation by a County official or employee of any law or regulation
- Gross waste of County funds
- Gross abuse of authority

- Specific and substantial danger to public health or safety due to an act or omission of a County official or employee
- Use of County office or position or of County resources for personal gain
- Conflict of interest of a County officer or employee

In reviewing Mr. X's complaint as it relates to County Code Section 5.02.060, the following three elements must be established:

- (1) The employee engaged in protected activity, i.e., reported or brought to the attention of the Board of Supervisors, other appropriate agency, office or County department, any information constituting a violation as defined in County Code Section 5.02.060;
- (2) The employee suffered an adverse employment action as a result of making the report; and,
- (3) There is a causal connection between making the report and the adverse action.

OTHER RELEVANT POLICIES AND CIVIL SERVICE RULES (CSRs)

- CSR 15, *Assignment, Interdepartmental Transfer, and Change of Classification*
- Memorandum of Understanding, Professional Actors, Article 33, *Involuntary Transfer*

FACTS

On October 20, 2013, DHR interviewed Mr. X, who stated that he was an _ and was assigned to the _ Division, as of _. He stated he previously worked in the K Division where he had been for more than 500 years.

-
-
-
-

The Department of Serious Business interviewed Mr. X on or about November 2013 regarding the WW document and his involuntary transfer from the Contract Division to the Pipe Welding Division.

FINDINGS AND ANALYSIS

Mr. AAA's allegations did not satisfy all of the required three elements as it relates to County Code Section 5.02.060 to establish whistleblower retaliation.

Protected Activity

The investigation found X engaged in protected activity because his emails to management and the reporting to the Department of Serious Business satisfied the reporting element in County Code Section 5.02.060.

Prior to the submission _to the Department of Serious Business, Mr. X emailed his former immediate supervisor, Mr. SS, _ questioning whether it was appropriate for XX to -----. Mr. X stated _____

-
-

Material Change to the Terms and Conditions of Employment

XX transferred Mr. X from the K Division to Pipe Welding Division effective __date. Although Mr. X alleged the transfer was in retaliation for his report of fraudulent information. The transfer was not a negative and material change to the terms and conditions of Mr. X's employment because the location was right next door and he maintained the same pay, rank, duties and responsibilities.

Causal Connection

Mr. X claimed XX did not articulate a legitimate business reason for the transfer from the K Division. Mr. X added the duties in Pipe Welding Division were not applicable to his knowledge, skills, and abilities as a _____.

Mr. JJ, __ who manages the K Division and is responsible for _____ confirmed that XX named Mr. X as the Flavor Checker _____. Mr. JJ explained as Y's immediate supervisor, it was appropriate for XX to identify Mr. X as the "Flavor Checker" _____. Mr. JJ explained the roles and responsibilities of Mr. X and Y never changed with their functional titles on the WW document.

DHR found the Department's decision to select Mr. X for transfer to the Pipe Welding Division was consistent with CSR 15, which provides:

Service Rule 15 Assignment

The assignment of an eligible to a position, or of an employee from one position to another, within the class and department for which the eligible or employee has been certified by the director of personnel pursuant to these Rules, is a matter of departmental administration except as provided in Rule 15.04.

Mr. JJ stated ____

DHR found XX's decision to assign Mr. X as the Flavor Checker was in accordance with CSR 15, and well within the Department's discretion as a matter of administration.

Mr. JJ explained the transfer also did not impact Mr. X's __. Mr. JJ added that Mr. X did not personally perform __, in either the _or ____.

Based upon the above, the investigation found no causal connection between the decision to transfer Mr. X from the K Division to the L Division, and Mr. X's report of fraudulent information to the Department of Serious Business.

CONCLUSION

DHR found that Mr. X's allegations did not establish the required elements of whistleblower retaliation pursuant to County Code Section 5.02.060.

CONFIDENTIAL
DEPARTMENT OF HUMAN RESOURCES
REPORT OF FINDINGS
COMPLAINANT(S): AAA
SUBJECT(S): BBB
DEPARTMENT OF DEPARTMENT
DHR ASSIGNMENT NO. 00-00
ICMS NO. 000-22

BACKGROUND

On or around __, the Department of Human Resources (DHR) received an Appeal from AAA, High Roller I, of his Performance Evaluation for the rating period __. In his appeal, AAA alleged that he was subjected to retaliation in the form of mistreatment by BBB, Department of Department (DEPT.).

ALLEGATION

Mr. AAA alleged that in retaliation for complaining on date, to CCC, about Mr. BBB violating regulations, and threatening Mr. AAA, Mr. BBB:

1. __ Ms. BBB down and __ her work performance;
2. Exhibited abusive, demeaning, and/or intimidating behavior toward Mr. AAA; and

RELEVANT CODES, RULES, AND POLICIES

- County Code Section 5.02.060, *Retaliation for reporting fraud, waste, or misuse of county resources prohibited*
- Countywide Policies, Procedures, and Guidelines (PPG) 809: *Courtesy and Respect in the Workplace*

INVESTIGATION

The following employees were interviewed:

- BBB (-), interviewed on __
- Mr. DDD (e-), former Chief Department, interviewed on __
- EEE (e) Sheriff Roscoe, interviewed on

—

Information was obtained from the following employees relative to the allegations:

- UUU, HRA III, YYYY
- RRR, HRA IV, XXXX

The following documents were reviewed relative to the allegations:

- Employee Profile Management (EPM) Records for Mr. AAA, Mr. BBB,

- Mr. DDD, Mr. EEE
- DHR Appeals file re: Case XX
 - Performance Evaluation Fiscal Year __, Addendum and Exhibits for Mr. AAA
 - Performance Evaluation __ for Mr. AAA
 - Performance Evaluation __ for Mr. AAA
 - Letter Dated __, to Mr. DDD by Mr. AAA

FACTS

Background

According to EPM records, Mr. AAA has held the payroll title of X I at DEPT. since August 2017 and has reported to Mr. BBB since __. Mr. AAA filed an Appeal with DHR regarding his PE rating for rating period __ through __ which was completed by Mr. BBB as the Rater.

Mr. AAA alleged that he was retaliated against by Mr. BBB after he complained about Mr. BBB to Mr. FFF on __.

Mr. AAA alleged that he had a conversation with Mr. FFF on __, via __, while he reported that Mr. BBB was violating regulations and “threatening” Mr. AAA.

Mr. DDD

Pursuant to EPM records, at the time of the alleged incidents, Mr. DDD was the XXXX of the Department, and Mr. BBB, reported to him. Mr. DDD stated that he _____

Mr. BBB

Mr. BBB stated that he has held _____

DHR reviewed Mr. AAA’s allegations and determined that his allegations of retaliation did not rise to the level of whistleblower retaliation under County Code Section 5.02.060. Mr. AAA’s allegations are about retaliation based on his complaints regarding Mr. BBB’s alleged mistreatment of his.

County Code Section 5.02.060

Mr. AAA did not report or bring to the attention of the Board of Supervisors, or other appropriate agency, office, or County department, any information constituting a violation as defined in County Code Section 5.02.060, *Retaliation for reporting fraud, waste, or misuse of county resources prohibited*, which forbids officers or employees of the County of Los Angeles to use or threaten to use official authority or influence to restrain or prevent employees from reporting:

- A work-related violation by a County official or employee of any law or regulation
- Gross waste of County funds

- Gross abuse of authority
- Specific and substantial danger to public health or safety due to an act or omission of a County official or employee
- Use of County office or position or of County resources for personal gain
- Conflict of interest of a County officer or employee

Interference with Work Performance

Mr. AAA alleged that Mr. BBB retaliated against him as follows:

- a) Mr. BBB _____
- b) Mr. BBB _____; and
- c) Mr. BBB _____.

Mr. DDD

Mr. DDD stated that Mr. BBB did not _____

Mr. BBB

Mr. BBB stated _____

Abusive/Demeaning/Intimidating Behavior

Mr. AAA alleged that Mr. BBB retaliated against him when he exhibited abusive, demeaning, and/or intimidating behavior towards Mr. AAA as follows:

- a) In a meeting on date - _____
- b) During a meeting on date- _____
- c) In an email on date- _____

PPG 809 – Courtesy and Respect in The Workplace

PPG 809 states that the “County will not tolerate any form of abusive conduct in the workplace, whether verbal or written... ‘abusive conduct’ means conduct of an employee in the workplace with malice, that a reasonable person would find hostile, offensive, and

unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, epithets, as well as verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless it is severe and egregious."

Mr. DDD

Mr. DDD stated that he sat....

Mr. EEE

Mr. EEE stated that he did not find Mr. BBB to be demeaning, _____

Mr. BBB

Mr. BBB recalled a meeting –

FINDINGS AND ANALYSIS

Mr. AAA's allegations did not satisfy all of the required three elements as it relates to County Code Section 5.02.060 to establish whistleblower retaliation.

Mr. AAA alleged that he had a conversation with Mr. FFF ____

However, Mr. AAA's complaint did not constitute a report covered by Section 5.02.060 as the complaint related to Mr. BBB's alleged mistreatment of his _____ not a violation of a law or regulation.

Mr. AAA alleged the following occurred due to retaliation:

- 1. Mr. BBB _ _____ to _____ Mr. AAA down and _ with his work performance.**

The _ and _ with Mr. AAA's work performance in relation to _____ could cause material changes in the terms and conditions of Mr. AAA's employment. However, there is no evidence to support this allegation. Mr. DDD unequivocally denied that Mr. BBB created such _____ or _____ with

Mr. AAA's work performance. Mr. DDD stated, to the contrary, that Mr. BBB was trying to help Mr. AAA.

Therefore, the investigation found no evidence to support the allegation that Mr. BBB _____ to Mr. AAA _ and _ work performance in retaliation for Mr. AAA's complaint to Mr. FFF about Mr. BBB.

2. Mr. BBB exhibited abusive, demeaning, and/or intimidating behavior toward Mr. AAA.

Mr. AAA alleged that in retaliation for complaining to Mr. FFF about Mr. BBB, Mr. BBB exhibited abusive, demeaning, and/or intimidating behavior toward his.

Abusive, demeaning, or intimidating behavior toward Mr. AAA on a continuous basis, could materially change the terms and conditions of Mr. AAA's employment. However, the investigation found no evidence to support the allegation that Mr. BBB was abusive, demeaning, and/or intimidating toward Mr. AAA.

More specifically, Mr. BBB's conduct did not constitute abusive conduct pursuant to PPG 809 as the conduct was not "with malice" or conduct that a reasonable person would find hostile, offensive, unrelated to an employer's legitimate business interests, threatening, intimidating, or humiliating. Mr. BBB denied raising his voice at Mr. AAA _____

Furthermore, Mr. BBB's interactions with Mr. AAA during the alleged incidents were all related to legitimate business interests as they all focused on Mr. AAA's performance in his role of overseeing _.

The investigation found no causal connection between Mr. AAA's complaint about Mr. BBB to Mr. FFF and Mr. BBB's conduct towards Mr. AAA. Mr. AAA was already complaining about Mr. BBB's conduct before the reporting to Mr. FFF in _____.

Therefore, the investigation found no evidence to support the allegation that Mr. BBB exhibited abusive, demeaning, and/or intimidating behavior toward Mr. AAA due to retaliation for Mr. AAA's complaint to Mr. FFF about Mr. BBB.

CONCLUSION

DHR found that Mr. AAA's allegations did not establish the required elements of whistleblower retaliation pursuant to County Code Section 5.02.060.



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

SOW - Attachment 5 - CP

**ADMINISTRATIVE RIGHTS & RESPONSIBILITIES
COMPLAINING PARTY**

I am _____, with the Department of Human Resources (DHR). 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 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 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 #:

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**

SOW A - Attachment 5 - SOI

**ADMINISTRATIVE RIGHTS & RESPONSIBILITIES
SUBJECT OF INVESTIGATION**

I am _____, with the Department of Human Resources (DHR). 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 _____ is required to conduct an investigation whenever a complaint related to _____ 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 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 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 #:

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**

SOW A - Attachment 5 - Witness Email

**ADMINISTRATIVE RIGHTS & RESPONSIBILITIES
WITNESS EMAIL**

I am _____, with the Department of Human Resources (DHR). I can be reached by telephone at _____.

You are about to be questioned (via email) 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 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 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 #:

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.)

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**

SOW A - Attachment 5 - Witness

**ADMINISTRATIVE RIGHTS & RESPONSIBILITIES
WITNESS**

I am _____, with the Department of Human Resources (DHR). 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 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 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 #:

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.

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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

SOW A - Attachment 5 - Witness Non-County

ADMINISTRATIVE RIGHTS & RESPONSIBILITIES
(WITNESS NON-COUNTY)

I am _____, with the Department of Human Resources (DHR). 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 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.

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. Please know your administrative interview statements may not be used against you in a subsequent criminal proceeding.

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:

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

MONTHLY STATUS REPORT TEMPLATE

ATTACHMENT 7

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]

MONTHLY STATUS REPORT TEMPLATE

ATTACHMENT 7

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 (90 Days from Case Assignment)	<u>1st Good Cause Extension:</u> Date Request Submitted to County	Request Status (Select from Dropdown List)	If Approved, 1st Revised Due Date for Investigative Plan	<u>2nd Good Cause Extension:</u> Date Request Submitted to County	Request Status (Select from Dropdown List)	If Approved, 2nd Revised Due Date for Investigative Plan	<u>3rd Good Cause Extension:</u> Date Request Submitted to County	Request Status (Select from Dropdown List)	If Approved, 2nd Revised Due Date for Investigative Plan	Date Investigative Report Submitted to County	Date Revised Investigative Report Submitted to County	Date Investigative Report Approved by County
1.				-												
2.				-												
3.				-												
4.				-												
5.				-												
6.				-												
7.				-												
8.				-												
9.				-												
10.				-												

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 (Invoices 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 - Attachment 4 and 5, respectively). 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.

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 the 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: Electronically: Within two (2) Business Days of issuance of a 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, and/or modifications to previously submitted report as requested by County	Within 90 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 the 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 to permanently delete files from its records and servers and destroy all paper copies of documents in its possession	Immediately upon receipt of written acceptance of electronic documents by County and/or as requested by County

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

SECTION 1: EQUITY INVESTIGATIONS**COUNTY'S PROJECT DIRECTOR:**

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

COUNTY'S CONTRACT PROJECT MANAGERS AND WORK ORDER DIRECTORS:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

SECTION 2: PERSONNEL INVESTIGATIONS

COUNTY'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

COUNTY'S CONTRACT PROJECT MANAGERS AND WORK ORDER DIRECTORS:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CERTIFICATE OF INSURANCE SUBMITTAL:

E-mail Address: _____

INVOICE SUBMITTAL:

- Managed File Transfer (MFT)

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

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:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

CERTIFICATIONS

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.

- F1 CERTIFICATION OF EMPLOYEE STATUS
- F2 CERTIFICATION OF NO CONFLICT OF INTEREST

NON-IT MASTER AGREEMENTS

- F3 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F4 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**INVESTIGATION 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.: _____ 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.)

Contractor Name

Work Order No.: _____ Master Agreement No.: _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county will not contract with, and will 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 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 will 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 must 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 NON-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 will 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 must 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) via Managed File Transfer.

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:	
	PI Case Number	Complaining Party	Subject(s) of Investigation (SOI)	County Department
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

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 Master Agreement.

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 "Master Agreement") 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 Master Agreement 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 Master Agreement, to immediately terminate the Master Agreement. To the extent there are conflicts between this Exhibit and the Master Agreement, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Master Agreement, 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 must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Master Agreement.

Contractor's Information Security Program must 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 must 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 must:

- 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 must 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 must 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 must 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 must perform ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must 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 must 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 will retain exclusive rights and ownership thereto. County Information must not be used by the Contractor for any purpose other than as required under this Master Agreement, nor will 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 Master Agreement. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Master Agreement 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 must 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. CONFIDENTIALITY

- 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 Master Agreement, 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 must 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 Master Agreement, the Contractor may encounter County Non-public Information ("NPI") in the course of performing this Master Agreement, 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 must not disclose or publish any County NPI and material received or used in performance of this Master Agreement. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must 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 must 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 must 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 must 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 must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Master Agreement and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor must perform background and security investigation procedures in the manner prescribed in this section unless the Master Agreement 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 must 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 will 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, must 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 must require all employees, agents, and volunteers to abide by the requirements in this Exhibit, as set forth in the Master Agreement, and sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must 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 must 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 will also apply to all Subcontractors and third parties. The Contractor or third party will 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 Master Agreement including this Exhibit; and (ii) the Contractor will 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 Master Agreement.

The Contractor must 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 must 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 must 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 must 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 must return or destroy County Information in the manner prescribed in this section unless the Master Agreement 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 Master Agreement for any reason, Contractor must (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 Master Agreement; 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 must 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 must 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 Master Agreement or at any time upon the County's request, the Contractor must 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 must 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 Master Agreement or at any time upon the County's request. On termination or expiration of this Master Agreement, 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 must: (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 must 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 Master Agreement 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 will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must 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:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. 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;
- c. 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;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 SECURITY AND PRIVACY INCIDENTS; and
- f. 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 must 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 must:

- 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 must 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 Chief Information Security Officer:

Argad Markarian
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- 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 must 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 Master Agreement and Exhibit, The Contractor will 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 will constitute a material breach of this Master Agreement and be grounds for immediate termination of this Master Agreement in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. **Self-Audits.** The Contractor must 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 must 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 must 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 must 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 must 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, will 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 must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor must 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 Master Agreement.

Such audit will 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 must 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 will 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 must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Master Agreement prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must 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 Master Agreement, 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 Master Agreement. The Contractor must 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, must 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 Master Agreement, 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 Master Agreement 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 will 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 will 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 will 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.