

APPENDIX A



MASTER AGREEMENT
FOR
WORKERS' COMPENSATION FRAUD
INVESTIGATION SERVICES

BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
(CONTRACTOR)

LOS ANGELES COUNTY SHERIFF'S DEPARTMENT AGREEMENT

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(Exhibits D1 and D2 are required at the time of Agreement execution)

- EXHIBIT E COMPENSATION RATES (NOT ATTACHED TO SAMPLE)
- EXHIBIT F HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

RECITALS

This Agreement is entered into as of the Effective Date by and between the County of Los Angeles ("County") and [_____], hereinafter referred to as Contractor, to provide Workers' Compensation Fraud Investigation Services for the Los Angeles County Sheriff's Department ("Department").

WHEREAS, the Department desires to contract with private businesses for Workers' Compensation Fraud Investigation Services for Internal Criminal Investigations Bureau; and

WHEREAS, Contractor represents that it possesses the necessary special skills, knowledge and technical competence to provide Workers' Compensation Fraud Investigation Services; and

WHEREAS, this Agreement (as defined below) is authorized pursuant to California Government Code Section 31000.

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

1. AGREEMENT AND INTERPRETATION

- 1.1 Agreement. This base document along with Exhibits A through D, any Attachments attached hereto or thereto, and any Change Order or Amendment from time to time hereto or thereto collectively constitute and throughout and hereinafter are referred to as the "Agreement." This Agreement shall constitute the complete and exclusive statement of understanding between County and Contractor and supersedes any and all prior or contemporaneous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.
- 1.2 Interpretation. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, subtask, deliverable, goods, service, or other work, or otherwise, such conflict or inconsistency shall be resolved by giving precedence first to this base document, and then to the Exhibits and any attachments thereto, according to the following priority:

- 1.2.1. Exhibit A Additional Terms and Conditions
- 1.2.2. Exhibit B Statement of Work
- 1.2.3. Exhibit C Contractor's EEO Certification
- 1.2.4. Exhibit D Acknowledgement and Confidentiality Agreements
 - D1 Contractor's Employee Acknowledgement and Confidentiality Agreement
 - D2 Contractor's Non-Employee Acknowledgment and Confidentiality Agreement
- 1.2.5 Exhibit E Compensation Rates
- 1.2.6 Exhibit F Health Insurance Portability and Accountability Act of 1996 (HIPAA)

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

1.4 Construction. The words "herein", "hereof", and "hereunder" and words of similar import used in this Agreement refer to this Agreement, including all annexes, Attachments, and Exhibits as the context may require. Wherever from the context it appears appropriate, each term stated in either the singular or plural shall include the singular and the plural. Whenever examples are used in this Agreement with the words "including", "for example", "e.g.", "such as", "etc.", or any derivation of such words, such examples are intended to be illustrative and not limiting. Captions and Paragraph headings used in the Agreement are for convenience only and are not a part of the Agreement and shall not be used in construing the Agreement.

2. DEFINITIONS

The following terms and phrases in quotation marks and with initial letters capitalized shall have the following specific meaning when used in this Agreement.

2.1 "Agreement" has the meaning set forth in Subparagraph 1.1 (Agreement).

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

- 2.3 "Business Day" means Monday through Friday, excluding County observed holidays.
- 2.4 "Change Order" has the meaning set forth in Paragraph 6 (Change Orders and Amendments).
- 2.5 "Contractor Project Manager" has the meaning set forth in Subparagraph 4.1 (Contractor Project Manager).
- 2.6 "County" has the meaning set forth in the Recitals.
- 2.7 "County Counsel" means County's Office of the County Counsel.
- 2.8 "County Indemnitees" has the meaning set forth in Subparagraph 12.1 (Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.9 "County Project Director" has the meaning set forth in Subparagraph 3.1 (County Project Director).
- 2.10 "County Project Manager" has the meaning set forth in Subparagraph 3.2 (County Project Manager).
- 2.11 "Deliverable" means a service, product, or good to be provided by Contractor to County under this Agreement and identified as a numbered Deliverable in the Statement of Work or any approved Change Order or amendment.
- 2.12 "Department" has the meaning set forth in the Recitals.
- 2.13 "Dispute Resolution Procedure" has the meaning set forth in Paragraph 1.0 (Dispute Resolution Procedure) of Exhibit A (Additional Terms and Conditions).
- 2.14 "Effective Date" means the first date on which this Agreement has been executed by all parties and approved by the Board.
- 2.15 "Infringement Claims" has the meaning set forth in Paragraph 13.0 (Intellectual Property Indemnification) of Exhibit A (Additional Terms and Conditions).
- 2.16 "Initial Term" has the meaning set forth in Paragraph 7 (Term).
- 2.17 "Jury Service Program" has the meaning set forth in Paragraph 32.0 (Compliance with Jury Service Program) of Exhibit A (Additional Terms and Conditions).
- 2.18 Intentionally Omitted

- 2.19 "Option Term" has the meaning set forth in Paragraph 7 (Term).
- 2.20 "Session Rate" means, for the Contractor, the fully burdened session rates set forth in Paragraph 8, Compensation Rates, Subparagraph 8.2 Session Rates, each of which such session rate includes an allocated average of direct and indirect costs, overhead, and administrative expenses attributable to each personnel hour worked.
- 2.21 "Sheriff" means the elected official who is the Sheriff of the County of Los Angeles.
- 2.22 "Statement of Work" or "SOW" means the Statement of Work, attached as Exhibit B to this Agreement, as the same may be amended by an approved change order or amendment.
- 2.23 "Sub-rosa surveillance" means surveillance will be done secretly.
- 2.24 "Tax" and "Taxes" means governmental fees (including license, filing and registration fees) and all taxes (including franchise, excise, stamp, value added, income, gross receipts, gross revenue, import, export, sales, use, transfer, and property taxes), withholdings, assessments, levies, imposts, duties, charges, or interest thereon imposed.
- 2.25 "Term" has the meaning set forth in Paragraph 7 (Term).
- 2.26 "Work" means any and all deliverables, goods, and other services performed by or on behalf of Contractor including the work required pursuant to this Agreement, the Statement of Work, and all the Exhibits, Change Orders, and amendments hereto.

3. ADMINISTRATION OF AGREEMENT – COUNTY

3.1 County Project Director

- 3.1.1 "County Project Director" for this Agreement shall be the person that holds the following position:

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

The Department will notify Contractor of any change in the name or address of County Project Director.

- 3.1.2 Except as set forth in Paragraph 6 (Change Orders and Amendments) of this Agreement, County Project Director is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.
- 3.1.3 County Project Director shall have the right at all times to inspect any and all Work provided by or on behalf of Contractor.

3.2 County Project Manager

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

Ronald Schram, Sergeant or designee
Internal Criminal Investigations Bureau
4900 S. Eastern Avenue
Commerce, California 90040
(323) 890-5442
rwschram@lasd.org

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

- 3.2.2 The Department shall notify Contractor of any change in the name or address of the County Project Manager.
- 3.2.3 The County Project Manager shall be a resource for addressing the technical standards and requirements of this Agreement, shall interface regularly with Contractor and further shall have the duties from time to time give to such person by the Department.
- 3.2.4 County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement nor obligate County in any respect whatsoever.
- 3.2.5 County Project Manager shall advise County Project Director as to Contractor's performance in areas relating to technical requirements and standards, County policy, information requirements, and procedural requirements.

3.2.6 County Project Manager will assign the work to the lowest-priced contractor first. If that contractor is unavailable, the County Project Manager will assign work to other contractors in order of lowest price. The County reserves the right to assign work outside of the lowest price model where specialized services or expertise is required and is not available from the lowest-priced contractor, or if the work is needed on an expedited basis. If two contractors have the same price, work shall be assigned on rotation.

3.2.7 County Project Manager shall approve all invoices and forward approved invoices to Sheriff's Accounts Payable Unit, pursuant to Paragraph 10 (Invoices and Payments).

3.3 Consolidation of Duties - The Department reserves the right to consolidate the duties of the County Project Director, which duties are enumerated in Subparagraph 3.1 (County Project Director), and the duties of County Project Manager, which duties are enumerated in Subparagraph 3.2 (County Project Manager), into one position, and to assign all such duties to one individual who will act as the Department's liaison in all matters relating to this Agreement. The Department will notify Contractor no later than five (5) days prior to exercising its rights pursuant to this Subparagraph 3.

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

4. ADMINISTRATION OF AGREEMENT – CONTRACTOR

4.1 Contractor Project Manager

4.1.1 "Contractor Project Manager" shall be the following person:

[_____]

4.1.2 Contractor Project Manager shall be responsible for performance of all Work and compliance with this Agreement.

4.1.3 From the Effective Date through the expiration of the Term, Contractor Project Manager shall be available to meet and confer with County Project Director and/or County Project Manager at

least monthly in person or by phone, to review project progress and discuss project coordination.

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

5. WORK; APPROVAL AND ACCEPTANCE

5.1 General

Contractor acknowledges that, subject to this Paragraph 5 (Work; Approval and Acceptance), all Work performed under this Agreement, including pursuant to an executed Change Order or Amendment, is payable on an as-needed basis in accordance with the terms and conditions of this Agreement, including this Paragraph 5 (Work; Approval and Acceptance), Paragraph 8 (Compensation Rates), and Paragraph 10 (Invoices and Payments).

6. CHANGE ORDERS AND AMENDMENTS

No representative of either the Department or Contractor, including those named in this Agreement, is authorized to make any changes in any of the terms, obligations, or conditions of this Agreement, except through the procedures set forth in this Paragraph 6 (Change Orders and Amendments).

6.1 General

The Department reserves the right to change any portion of the Work required under this Agreement, or amend such other terms and conditions, as may become necessary. Any such revision shall be accomplished in the following manner:

- 6.1.1 For any change which does not materially affect the scope of Work, period of performance, rate of payments, or any other term or condition included under this Agreement, a Change Order shall be executed by both County Project Director and Contractor Project Manager. To the extent that extensions of time for Contractor performance do not impact either the scope of Work or cost of this Agreement, County Project Director, in County Project Director's discretion, may grant Contractor extensions of time in writing for the Work listed in the Statement of Work or otherwise in this Agreement provided that such extensions shall not extend the Term of this Agreement.
- 6.1.2 For any change that materially affects the scope of Work, period of performance, rate of payments, or any other term or condition in the body of this Agreement or Exhibit A (Additional Terms and

Conditions), then a negotiated amendment to this Agreement shall be executed by the Board and Contractor.

6.2 Audit of Change Order Work

The Department is entitled to audit, in accordance with Paragraph 39.0 (Records and Audits) of Exhibit A (Additional Terms and Conditions), Contractor's compliance with Paragraph 6 (Change Orders and Amendments) in respect of Work performed pursuant to a Change Order.

7.0 TERM OF AGREEMENT

7.1 This Agreement is effective upon the date of its execution by the Sheriff and shall continue for a period of three (3) years from date of approval of the model Agreement form by the Los Angeles County Board of Supervisors unless sooner extended or terminated, in whole or in part, as provided herein. If this Agreement becomes effective during any of the extension periods, then this Agreement will have the same term as other Agreements for the services provided herein.

7.2 The Sheriff has the option, at the Sheriff's discretion and upon notice to Contractor prior to the end of the then current period of the Agreement Term, to extend the term of this Agreement for up to two (2) additional one-year (1) periods and six (6) months in any increment, (an "Option Term") for a total Agreement term of seven (7) years and six months. As used herein, "Term" shall mean the Initial Term and, if extended, each Option Term, as the case may be. Each such extension shall be exercised individually by written notice by the Sheriff or the Sheriff's designee.

7.3 Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the County Project Director at the address herein, provided in Paragraph 3, Administration of Agreement – County.

8. COMPENSATION RATES

8.1 General

The rate of compensation for this Agreement shall be the amount payable by County to Contractor for performing all tasks, deliverables, goods, services and any other work required under this Agreement. The Contractor shall not be entitled to payment or reimbursement for any tasks, deliverables, goods, services and any other work, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified in this Agreement.

8.2 Rates

All rates as listed in Exhibit E, Compensation Rates, except mileage, are fixed and shall remain firm for the term of the Agreement. Overtime compensation will not be paid under this Agreement. Mileage reimbursement shall be adjusted upon notification from the County Auditor Controller that the County rate of reimbursement has changed. The Sheriff shall notify Contractor by written notice.

9. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS

Notwithstanding any other provision of this Agreement, either expressly or by implication, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until the Board appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated and such termination shall be deemed a termination for convenience pursuant to Paragraph 5.0 (Termination for Convenience) of Exhibit A (Additional Terms and Conditions). County shall notify Contractor in writing of any such non-appropriation of funds at the earliest possible date.

10. INVOICES AND PAYMENTS

10.1 Contractor shall submit invoices as follows:

Original Invoice and Monthly Report (refer to Subparagraph 10.3 below) to County Project Manager:

Internal Criminal Investigations Bureau
Ronald Schram, Sergeant
4900 S. Eastern Avenue
Commerce, California 90040

Copy to :

Los Angeles County Sheriff's Department
Fiscal Administration - Accounts Payable
4700 Ramona Boulevard, Room 346
Monterey Park, California 91754
Attention: Mei Tu

10.2 Contractor shall prepare invoices with content and format as provided below:

For each applicant:

- Contractor's Agreement Number
- Applicants name
- Service(s) provided
- Number of hours worked
- Total cost per month

10.3 Monthly Reports

Contractor shall submit a monthly report with the original invoice to the County Project Manager with the following minimum information:

- Date the service was performed during the billing period
- Total number of hours
- Total mileage
- Parking expenses (if applicable)

10.4 Submittal, Approval, and Payment of Invoices

Contractor shall submit monthly invoices to the Department by the 15th calendar day of the month following the month of service. The Department will not be responsible for invoices submitted more than 60 days after the date of service rendered. County shall be under no obligation to remit payment for late, lost or mishandled invoices. Contractor is responsible for the accuracy of invoices submitted to the Department. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor.

All invoices submitted by Contractor for payment must have the written approval of County Program Manager prior to any payment thereof. In no event shall County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than two (2) weeks from receipt by the Department of a properly prepared invoice. Incomplete or late invoices may delay processing of billing.

10.5 No Out-of-Pocket Expenses

Contractor acknowledges that out-of-pocket expenses, including travel, meal, and lodging expenses, are not reimbursable by County. Accordingly, Contractor's invoices shall not include out-of-pocket expenses.

10.6 Contractor Responsibility

Contractor is responsible for the accuracy of invoices submitted to the Department. Further, it is the responsibility of Contractor to reconcile or otherwise correct inaccuracies or inconsistencies in the invoices submitted by Contractor, prior to submission.

10.7 County's Right to Withhold

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

11. NOTICES

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

To Department:

- (1) Los Angeles County Sheriff's Department
Contracts Unit
4700 Ramona Boulevard
Monterey Park, CA 91754
Attention: Irma Cobos, Manager
Facsimile: (323) 415-1220

with a copy to:

- (2) Los Angeles County Sheriff's Department
Internal Criminal Investigations Bureau
Ronald Schram, Sergeant
4900 S. Eastern Avenue
Commerce, California 90040
(323) 890-5442

To Contractor:

[_____]

Attention: [_____]

Fax: [_____]

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

12. ARM'S LENGTH NEGOTIATIONS

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

13. VALIDITY

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

14. SURVIVAL

The following Paragraphs of this Agreement shall survive its expiration or termination for any reason: 1, 2, 8, 10, 11, 12, 14, and all the terms and conditions set forth in Exhibit A (Additional Terms and Conditions).

AGREEMENT
WORKERS' COMPENSATION FRAUD INVESTIGATION SERVICES
BETWEEN COUNTY OF LOS ANGELES
AND
[_____]

IN WITNESS WHEREOF, the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed by the Sheriff of the Los Angeles County Sheriff's Department, and approved by County Counsel and Contractor, to be executed on its behalf by its duly authorized officer, effective as of the date executed by the Sheriff.

COUNTY OF LOS ANGELES

By _____
LEROY D. BACA
SHERIFF

By _____
Contractor

Print Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
Gary Gross
Principal Deputy County Counsel

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

FOR

WORKERS' COMPENSATION FRAUD

INVESTIGATION SERVICES

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EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS

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

1.0 DISPUTE RESOLUTION PROCEDURE

1.1 General

Contractor and County agree to act immediately to resolve mutually any disputes that may arise with respect to the Agreement. All such disputes shall be subject to the provisions of this Paragraph 1.0 (Dispute Resolution Procedure) (such provisions are collectively referred to as the "Dispute Resolution Procedures"). Time is of the essence in the resolution of disputes.

1.2 Continued Work

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

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

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

promptly reimburse Contractor for all such additional Contractor costs subject to the approval of such costs by County.

1.3 Dispute Resolution Procedures

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

- 1.3.1 Contractor and County shall first submit the matter to their respective Project Managers for the purpose of endeavoring to resolve such dispute.
- 1.3.2 If the Project Managers are unable to resolve the dispute within a reasonable time, not to exceed five (5) Business Days from the date of submission of the dispute, then the matter immediately shall be submitted to the parties' respective Directors for further consideration and discussion to attempt to resolve the dispute.
- 1.3.3 If the Directors are unable to resolve the dispute within a reasonable time not to exceed five (5) Business Days from the date of submission of the dispute, then the matter shall be immediately submitted to Contractor's president or chief operating officer and the Sheriff of the County of Los Angeles. These persons shall have five (5) Business Days to attempt to resolve the dispute.
- 1.3.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under the Agreement and its rights and remedies as provided by law.

1.4 Documentation of Dispute Resolution Procedures

All disputes utilizing the Dispute Resolution Procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The parties shall act in good faith to resolve all disputes. At all three (3) levels described in Subparagraph 1.3 (Dispute Resolution Procedure), the efforts to resolve a dispute shall be undertaken by conference between the parties' respective representatives, either orally, by face-to-face meeting or by telephone, or in writing by exchange of correspondence.

1.5 Not Applicable to County's Right to Terminate

Notwithstanding any other provision of the Agreement, County's right to terminate the Agreement pursuant to Paragraph 3.0 (Termination for Insolvency), Paragraph 4.0 (Termination for Default), Paragraph 5.0 (Termination for Convenience), or Paragraph 6.0 (Termination for Improper Consideration), in

each case, of this Exhibit, or any other termination provision hereunder, shall not be subject to the Dispute Resolution Procedure. The preceding sentence is intended only as a clarification of County's rights, and shall not be deemed to impair any claims that Contractor may have against County or Contractor's rights to assert such claims after any such termination or such injunctive relief has been obtained.

2.0 CONFIDENTIALITY

2.1 General

Contractor shall maintain the confidentiality of all records and information, events or circumstances which occur during the course of Contractor's performance under the Agreement, in accordance with all applicable Federal, State, and local laws, regulations, ordinances, guidelines, and directives relating to confidentiality. Contractor shall inform all of its directors, officers, shareholders, employees, and agents providing services hereunder of the confidentiality provisions of the Agreement. Contractor shall provide to County an executed Contractor's Employee Acknowledgment and Confidentiality Agreement (Exhibit E to the Agreement) for each of its employees performing work under the Agreement. Notwithstanding anything herein to the contrary, Contractor acknowledges and agrees that it is responsible for any breach of the obligations of confidentiality set forth herein by any person or entity to whom Contractor discloses such confidential information.

2.2 Disclosure of Information

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

2.2.2 Without limiting the generality of Subparagraph 2.2.1 of this Exhibit, in the event Contractor receives any court or administrative agency order, service of process, or request by any person or entity (other than Contractor's professionals) for disclosure of any such details, Contractor shall immediately notify the County Project Director. Thereafter, Contractor shall comply with such order, process, or request only to the

extent required by applicable law. Notwithstanding the preceding sentence, to the extent permitted by law, Contractor shall delay such compliance and cooperate with County to obtain relief from such obligations to disclose until County shall have been given a reasonable opportunity to obtain such relief.

2.3 Contractor Information

Any and all confidential or proprietary information which is developed or was originally acquired by Contractor outside the scope of this Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "proprietary" or "confidential." County shall undertake reasonably to maintain the confidentiality of materials marked by Contractor as "proprietary" or "confidential." Notwithstanding any other provision of this Agreement, County shall not be obligated in any way under this Agreement for:

- 2.3.1 Any of Contractor's proprietary and/or confidential materials not plainly and prominently marked with restrictive legends;
- 2.3.2 Any disclosure of any materials which County is required to make under the California Public Records Act or otherwise by law; and
- 2.3.3 Any materials indicating the volume, frequency and type of goods and services provided by Contractor, including, but not limited to use under Paragraph 24.0 (Re-solicitation of Bids, Proposals, or Information).

2.4 Use of County Name

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

- 2.4.1 Contractor shall develop all publicity material in a professional manner.
- 2.4.2 During the Term, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of County without the prior written consent of the County Project Director, which shall not be unreasonably withheld or delayed.
- 2.4.3 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded the Agreement with County, provided that the requirements of this

