

# **APPENDIX B**

## **STATEMENT OF WORK**

### **WORKERS' COMPENSATION FRAUD INVESTIGATION SERVICES**

**TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
1.0	SCOPE OF WORK .....	1
2.0	RESPONSIBILITIES .....	1
	<u>COUNTY</u>	
2.1	Work Order .....	1
2.2	Personnel .....	2
	<u>CONTRACTOR</u>	
2.3	Project Manager .....	4
2.4	Identification Badges .....	4
2.5	Materials and Equipment.....	4
3.0	HOURS/DAYS OF WORK .....	4
4.0	SPECIFIC WORK REQUIREMENTS.....	4

ATTACHMENT A – WORK ORDER SAMPLE

ATTACHMENT B – INVOICE SAMPLE

ATTACHMENT C – MILEAGE LOG SAMPLE

# **EXHIBIT A**

## **STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

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

### **2.0 RESPONSIBILITIES**

The County's responsibilities are as follows:

#### **COUNTY**

##### **2.1 Work Order**

Upon determination by the County to issue work, the County's 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.

2.1.1 The work orders shall generally conform to Attachment A (Work Order) of this Statement of Work (SOW). Each Work Order shall include a service summary outline, which shall describe the particular project and the work required for the performance thereof.

- 2.1.2 Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30<sup>th</sup>) with the exception of Work Orders for as needed services on an hourly basis, which may be issued to correspond with the term of the Master Agreement.
- 2.1.3 Contractor selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order as determined in the sole discretion of County's Project Director.
- 2.1.4 In the event Contractor defaults three (3) times under Subparagraph 2.1.3 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Subparagraph 8.44 (Termination For Default) of the Master Agreement.

## **2.2 PERSONNEL**

The County will administer the Agreement according to the Master Agreement, Paragraph 3.0, Administration of Agreement – County. Specific duties will include:

### **2.2.1 County Project Director**

- 2.2.1.1 Provide direction to the Contractor in areas relating to policy, information and procedural requirements.
- 2.2.1.2 Approve Change Notices in accordance with the Master Agreement, Paragraph 6.0, Change Notices and Amendments.

## **2.2.2 County Project Manager**

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

## **2.2.3 Contract Program Monitor**

- 2.2.3.1 Monitoring the Contractor's performance in the operation of this Master Agreement.
- 2.2.3.2 Review and evaluate the employment history of the Contractor to ensure that he or she continues to meet the standards necessary to successfully execute this Master Agreement.
- 2.2.3.3 Conduct periodic audits to ensure that Contractor's work is performed in a professional manner consistent with the Department's standards and in compliance with Section 4.0, Specific Work Requirements, of this Statement of Work.

The Contractor's responsibilities are as follows:

### **CONTRACTOR**

The Contractor will administer the Agreement according to the Master Agreement, Paragraph 4.0, Administration of Agreement – Contractor, and will provide to County's Project Manager the name of the investigator assigned to work under this Agreement prior to performing services.

## **2.3 Project Manager**

2.3.1 Contractor shall have and maintain in good operating order a business telephone and cellular telephone number where he or she may be reached on a twenty-four (24) hour per day basis. The access numbers shall be maintained and provided to the County Project Manager during the term of this Master Agreement.

2.3.2 Contractor shall be able to effectively communicate, in English, both orally and in writing.

## **2.4 Identification Badges**

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

## **2.5 Materials and Equipment**

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

## **3.0 HOURS/DAYS OF WORK**

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

## **4.0 SPECIFIC WORK REQUIREMENTS**

4.1 Contractor will provide criminal investigations of suspected fraudulent workers' compensation claims.

- 4.2 Contractor shall conduct thorough workers' compensation fraud investigations as directed by the County Project Director (ICIB Unit Commander), Project Manager (Supervising Program Sergeant) and their Chain of Command.
- 4.3 Contractor agrees to conduct investigations centered in the areas of Los Angeles, Kern, Orange, Riverside, San Bernardino, Ventura and San Diego Counties and other areas as directed by the County's Project Director and/or Project Manager.
- 4.4 Contractor shall have the responsibility to gather all available facts, regarding the allegations. In doing so, he/she must be objective and thorough, and his/her opinions, conclusions and personality shall not be interjected into the investigation.
- 4.5 Contractor shall seek and document all available evidence during the course of their investigation. The Contractor will immediately notify the Project Manager or his designee concerning the evidence so efforts can be taken to lawfully seize the evidence in a timely manner.
- 4.6 All workers' compensation investigations shall be considered confidential and findings shall only be discussed with the County's Program Director, Program Manager, and/or their assigned designee.
- 4.7 Contractor agrees to respond to request for service within 24 hours of notification.
- 4.8 Prior to conducting any interview, Contractor shall review all available reports and documents contained in the investigation case file.

- 4.9 Contractor is required to conduct face-to-face interviews of employee witness(es), non-employee witness(es), medical providers and others as directed by the County's Project Director, Project Manager and/or their Chain of Command.
- 4.10 Contractor shall accurately identify all persons interviewed by name, employee number if applicable, date of birth, home address, telephone number, business address and telephone number and California driver's license number.
- 4.11 The Contractor shall be guided by prudent investigation techniques, current legislation, legal decisions and Department policy and procedures, striving for the highest quality investigation possible.
- 4.12 All interviews shall be audio recorded (digitally). The interviews shall be administered in a professional manner.
- 4.13 Contractor shall deliver to the County's Project Manager all original audiotapes and video tapes/recordings, photographs, supporting notes and all documentation regarding the workers' compensation investigation. All information shall be the property of the Los Angeles County Sheriff's Department and shall not be released orally or in writing without explicit written authorization from the Sheriff. Duplicate copies of any of the material are not to be made or retained.
- 4.14 Contractor shall maintain all the information related to the investigation in a separate file for each investigation. Such file shall be kept in a safe and secure location that will assure confidentiality.



- 4.15 Contractor must attend necessary training and orientation to facilitate his/her performance in conducting complex workers' compensation applicant and provider fraud investigations.
- 4.16 The Department's Workers' Compensation Fraud Unit and/or the Sheriff shall have the option to recall any and all unfinished workers' compensation fraud investigations.
- 4.17 Contractor will brief the Project Director, Project Manager or their Chain of Command on the results of interviews and receive further direction regarding the investigation
- 4.18 Contractor agrees to conduct Sub-Rosa surveillance as directed by the County's Project Director, Project Manager and their Chain of Command.
- 4.19 Contractor shall possess the ability to capture surveillance with video tape recording (digital and compact disc video formats) and/or photographic camera (digital or 35mm still camera).
- 4.20 Contractor shall not be armed with a weapon while in the performance of services for the County.
- 4.21 Contractor agrees to maintain email address for electronic transfer of reports and other documents.
- 4.22 Contractor shall prepare all written documents with an acceptable word processing computer program consistent with the Department's standards, which presently utilizes Microsoft Word and WordPerfect.

4.23 Contractor agrees that failure to respond for service or violations of the law or Sheriff's Department policy may result in the termination of Agreement between Contractor and Los Angeles County.

4.24 **CONTRACTOR'S REPORTING REQUIREMENTS**

4.24.1 Contractor shall provide Workers' Compensation Investigation reports of interviews or detailed activity to the County Project Manager within seven days of completing the interview or detail.

4.24.2 Upon request, the Contractor shall provide an oral status report to an authorized representative of the Workers' Compensation Fraud Unit.

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

4.24.4 Contractor shall attend training and case briefings as requested by the County Project Director, Project Manager and/or their Chain of Command.

**WORKERS' COMPENSATION INVESTIGATION SERVICES**

**WORK ORDER  
SAMPLE**

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_ County Agreement No. \_\_\_\_\_

Project Director

Issued By \_\_\_\_\_  Project Manager Date \_\_\_\_\_

**I GENERAL**

**Contractor is to conduct confidential investigations and Sub-rosa surveillance of County employees suspected of workers' compensation fraud as needed. Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work in compliance with the terms and conditions of Contractor's Master Agreement.**

**II EMPLOYEE INFORMATION**

Employee Name:

Employee No:

Phone No.:

Primary Address:

DOB:

Photo Attached or Physical Description

Male

Race:

Ht.:

Wt.:

Female

Hair:

Eyes:

Unit of Assignment:

Job Title:

Date of Hire:

Work Order No. \_\_\_\_\_

County Agreement No. \_\_\_\_\_

**III INJURY INFORMATION**

**Date of Injury:**

**Location of Occurrence:**

**Nature and Circumstances of Reported Injury:**

**Nature of Total Temporary Disability/Work Restrictions:**

**IV INVESTIGATIVE ACTIVITIES**

<u>Interview/Statement</u>	<u>Obtain</u>	<u>Photo(s)</u>
Mark Applicable	Mark Applicable	
<input type="checkbox"/> Employee Witness(es)	<input type="checkbox"/> WCAB Records**	<input type="checkbox"/> Sub-rosa*
<input type="checkbox"/> Co-Workers	<input type="checkbox"/> Medical Records	<input type="checkbox"/> Stills
<input type="checkbox"/> Non-Employee Witness(es)	<input type="checkbox"/> Other _____	
<input type="checkbox"/> Supervisor	<input type="checkbox"/> Other _____	
<input type="checkbox"/> Doctor(s)		
<input type="checkbox"/> Other _____		
<input type="checkbox"/> Other _____		
<input type="checkbox"/> Other _____		

\* Requires Prior Approval by Project Director or Project Manager

\*\* Worker's Compensation Appeal Board (WCAB)

Work Order No. \_\_\_\_\_

County Agreement No. \_\_\_\_\_

**Special Instructions:**

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

**V PAYMENT**

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

ALL TERMS OF THE AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE 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.

In accordance with Agreement, 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 work identified in the Statement of Work.

Work Order No. \_\_\_\_\_

County Agreement No. \_\_\_\_\_

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Paragraph 8.0 of the Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work to County that goes beyond the scope of work identified in the Statement of Work, **REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.**

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CONTRACTOR

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

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COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**WORKERS' COMPENSATION INVESTIGATION SERVICES**

**CERTIFICATION OF EMPLOYEE STATUS**

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

\_\_\_\_\_  
CONTRACTOR NAME

Work Order No. \_\_\_\_\_

County Agreement No. \_\_\_\_\_

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

**SELF EMPLOYED/EMPLOYEE(S)**

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

I declare under penalty of perjury that the foregoing is true and correct.

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed Name of Authorized Official

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date



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

**INVOICE SAMPLE**

INVESTIGATOR: \_\_\_\_\_ AGREEMENT# \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE# \_\_\_\_\_

PERIOD OF PERFORMANCE DATES: \_\_\_\_\_

HOURLY RATE: \_\_\_\_\_

\_\_\_\_\_ TOTAL HOURS @ \$ \_\_\_\_\_ PER HOUR = AMOUNT DUE \$ \_\_\_\_\_

Mileage Claim	Total Mileage	Parking Claim With Receipt	Total Parking Expense	Total Amount Due
Non-Taxable Miles		Non-Taxable Parking		Hours Amount Due _____ Mileage Due _____ Parking Due _____ Total Due _____

**NOTE: MILEAGE WILL BE PAID AT THE RATE ESTABLISHED BY THE COUNTY AUDITOR CONTROLLER. THE RATE IS CURRENTLY \$0.47 (47 CENTS), PURSUANT TO LOS ANGELES COUNTY CODE, SECTION 5.40.190-5.40.290. PARKING WILL BE PAID WHEN ACCOMPANIED WITH A PARKING RECEIPT. HOURS WORKED, MILEAGE AND PARKING CLAIMS SHALL BE SUBMITTED ON THE TIME CARD AND MILEAGE LOG AND ATTACHED TO THE INVOICE.**

\_\_\_\_\_  
INVESTIGATOR

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PROJECT MANAGER

\_\_\_\_\_  
DATE



SAMPLE

WORKERS' COMPENSATION FRAUD INVESTIGATOR TIMECARD AND MILEAGE LOG

Contract Investigator Name: \_\_\_\_\_ Month: \_\_\_\_\_ Year: \_\_\_\_\_  
Master Agreement Number: \_\_\_\_\_

DATE	HOURS	MILEAGE	PARKING	ACTIVITY
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START	END	TOTAL	START	END	TOTAL	TOTAL	NOTES
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TOTAL HOURS: \_\_\_\_\_ TOTAL MILES: \_\_\_\_\_ TOTAL PARKING: \_\_\_\_\_