

EXHIBIT K

STATEMENT OF WORK

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SOW ATTACHMENTS

- K-1 Contract Discrepancy Report (CDR)
- K-2 Performance Requirements Summary (PRS)

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Implemented by the Los Angeles County Board of Supervisors in July 2011, the Los Angeles County Policy of Equity (CPOE) is a centralized workplace conduct policy that prohibits discrimination, harassment, retaliation, and inappropriate conduct towards others based on state and federally protected characteristics and activities.

The policy supports the County's mission to actively champion diversity, equity, inclusivity and belonging across the County workforce, including promoting the vision, promise, and opportunity of a truly antiracist organization. In furtherance of this mission, this policy shall uphold the highest of standards of workplace conduct by ensuring the dignity, respect, and professionalism of the workplace by protecting the right of all employees to be free from discrimination, sexual harassment, harassment, retaliation and inappropriate conduct toward others based on a state or federal protected characteristic.

The CPOE complaint assessment and investigations process is dynamic and multi-faceted. Unique to this process is independent oversight by an expert Panel (the County Equity Oversight Panel (CEOP)) to review CPOE complaints and completed investigations and to make recommendations on disposition and discipline, if appropriate, as a means of preserving the dignity and professionalism of the County workplace, correcting inappropriate workplace behavior, and thereby preventing potential liability to the taxpayers of the County of Los Angeles.

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

- 2.1** The County reserves the right to add/delete specific tasks which do not materially affect the scope of work, Term, Contract sum, or payment under the Master Agreement.
- 2.2** All changes must be made in accordance with Paragraph 8.1, Amendments, of the Master Agreement.

3.0 QUALITY CONTROL

The 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;

- 3.2** A record of all inspections conducted by the 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

The county will evaluate the Contractor's performance under this Master Agreement using the quality assurance procedures as defined in the Master Agreement, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.14 County's Quality Assurance Plan.

4.1 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the contract Project Manager as a possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon address.

4.2 County Observations

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

5.0 INTENTIONALLY OMITTED

6.0 RESPONSIBILITIES

The County's and the 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 the Contractor's performance in the daily operation of this Master Agreement.
- 6.1.2** Providing direction to the 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).

CONTRACTOR

6.2 Contractor

- 6.2.1** County must have access to the Contractor Monday through Friday, 8:00 a.m. to 5:30 p.m. PST, excluding County-recognized holidays.
- 6.2.2** The Contractor must act as a central point of contact with the County.
- 6.2.3** The Contractor must respond to all inquiries made by CEOP staff within five (5) business days.
- 6.2.4** The Contractor shall attend mandated training(s) at the direction of the CEOP Executive Director. CEOP Panel Member training will be provided at no expense to the Contractor.
- 6.2.5** The Contractor shall sign a confidentiality agreement and shall at all times be cognizant of the critical importance of confidentiality over the material they review.
- 6.2.6** The Contractor serving in the capacity of a CEOP Panel member may not accept employment or provide consulting services that would present a conflict of interest with their CEOP responsibilities, including being retained, on a paid or unpaid basis, by any current or future litigant or claimant in any suit or claim involving the County of Los Angeles, while serving on the CEOP and for three years following termination of their Master Agreement.

6.3 Materials and Equipment

- 6.3.1** The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. The Contractor must use materials and equipment that are safe for the environment and safe for use by the employee.
- 6.3.2** The Contractor is prohibited from removing investigative materials from the CEOP offices located in Downtown Los Angeles, at the Kenneth Hahn Hall of Administration.

7.0 HOURS/DAY OF WORK

The Contractor is not required to provide services on [County-recognized holidays](#).

8.0 INTENTIONALLY OMITTED

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC WORK & COMPENSATION

10.1 County Equity Oversight Panel Members

- 10.1.1 The Contractor shall act as a CEOP Panel Member in connection with the investigation, designation, and disposition of County employee complaints, within the jurisdiction of the County Policy of Equity (CPOE; Board Policy 9.015), and as set forth in this SOW.
- 10.1.2 The Contractor shall review the determinations of County staff charged with reviewing, designating, and investigating CPOE complaints and make disciplinary recommendations where the CEOP has determined CPOE violations have occurred. The provision of such services shall be subject to the Contractor's availability, as set forth in the Statement of Work (SOW), to perform the specified assignment(s) in accordance with the terms and conditions herein.
- 10.1.3 Said services under this SOW shall be performed as provided in this SOW and in accordance with any and all applicable provisions of law, including but not limited to, Board Policies, the County Charter, County Code, Civil Service Rules, the CPOE, and any and all specific requirements or directives imposed by the CPOE including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.
- 10.1.4 The Contractor shall review administrative investigations under the Policies of Equity and Equality (or equivalent County policy(ies)) designed to prohibit inappropriate conduct based on state or federal protected categories to ensure investigations are appropriate, complete, effective, and fair.
- 10.1.5 The Contractor shall recommend appropriate, complete, effective and fair disposition and discipline based upon the administrative investigative policies.
- 10.1.6 The Contractor shall review complaint intake initial investigations to ensure that the complaint designations are appropriate, complete, effective, and fair.
- 10.1.7 The Contractor shall recommend, on an ongoing basis, best practices in order to develop and improve equity-related County policies, practices, and procedures to ensure they are effective, fair, thorough, and impartial.

10.1.8 The Contractor shall conduct briefings with departments concerning appropriate CPOE complaints as assigned by the CEOP Executive Director and in accordance with the terms of this SOW.

- A. A briefing shall consist of being present or available via teleconference at a location as approved by the CEOP for the purpose of conducting the assigned briefing.
- B. A pre-briefing conference must consist of a meeting with the Executive Director of the CEOP and/or the investigator(s) assigned to the case. At the time of assignment of a complaint or investigation to the Contractor for review, the CPOE and the CEOP Executive Director shall establish the issues to be submitted for determination and recommendation by the Contractor.
- C. The Contractor shall render services only regarding those issues and shall not be entitled to any compensation for any services rendered outside the scope of their assignment as defined by the CEOP Executive Director and County Policy.

10.1.9 After conducting a briefing assigned by the CEOP Executive Director, the Contractor shall enter dispositions in the CEOP complaint tracking database, which shall meet all the requirements set forth in this SOW. Unless otherwise provided by this SOW, said dispositions shall be submitted within five (5) calendar days after the completion of the briefing.

10.1.10 The Contractor shall be responsible for reviewing each initial investigation of the CPOE Report Form/complaint/assessment to determine the appropriate course of action based on the designations and standards set forth in the CPOE.

10.2 Compensation

Compensation shall be in accordance with Exhibit L, Pricing Schedule.

11.0 GREEN INITIATIVES

11.1 The Contractor must use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

11.2 The Contractor must notify County’s Project Manager of the Contractor’s new green initiatives prior to Contract commencement.

12.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) Chart, Attachment K-2 of this Exhibit K, 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 the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of the Contractor beyond that defined in the Contract 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 the SOW, that apparent service will be null and void and place no requirement on the Contractor.

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: Click or tap here to enter text.		Contractor Response Received: Click or tap here to enter text.	
Contractor: Click or tap here to enter text.	Contract No. Click or tap here to enter text.	County's Project Manager: Click or tap here to enter text.	
Contact Person: Click or tap here to enter text.	Telephone: Click or tap here to enter text.	County's Project Manager Signature:	
Email: Click or tap here to enter text.		Email: Click or tap here to enter text.	

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*Use additional sheets if necessary

Contractor's Representative Signature	Click or tap here to enter text. Date Signed
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Additional Comments: Click or tap here to enter text.

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	SERVICE	MONITORING METHOD	DEDUCTIONS/FEEES TO 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 B, Contractor's Administration	Inspection & Observation	\$50 per occurrence
Master Agreement: Sub-paragraph 8.37 - Record Retention & Inspection-Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.37	Inspection of files	\$50 per occurrence
Master Agreement: Sub-paragraph 8.39 - Subcontracting	Contractor must obtain County's written approval prior to subcontracting any work.	Inspection & Observation	\$100 per occurrence; possible termination for default of contract
Exhibit K: Statement of Work (SOW): Paragraph 10 – Specific Work & Compensation, Section 10.1.2	Contractor shall review the work of County staff charged with reviewing, designating, and investigating CPOE complaints and make disciplinary recommendations where the CEOP has determined CPOE violations have occurred.	Inspection & Observation	\$50 per occurrence
Exhibit K: Statement of Work (SOW): Paragraph 10 – Specific Work & Compensation, Section 10.1.3	Services under the SOW shall be performed as provided in the SOW and in accordance with any and all applicable provisions of law, including but not limited to, Board Policies, the County Charter, County Code, Civil Service Rules, the CPOE, and any and all specific requirements or directives imposed by the CPOE including, but not limited to, completion of the specified assignment within a prescribed period of time, or similar restrictions or limitations, and limitations on the maximum compensable time or days for each assignment.	Inspection & Observation	\$50 per occurrence

Exhibit K: Statement of Work (SOW): Paragraph 10 – Specific Work & Compensation, Section 10.1.4	Contractor shall review administrative investigations under the Policies of Equity and Equality (or equivalent County policy(ies) designed to prohibit inappropriate conduct based on state or federal protected categories to ensure investigations are appropriate, complete, effective, and fair.	Inspection & Observation	\$50 per occurrence
Exhibit K: Statement of Work (SOW): Paragraph 10 – Specific Work & Compensation, Section 10.1.5	Contractor shall recommend appropriate, complete, effective and fair disposition and discipline based upon the administrative investigative policies.	Inspection & Observation	\$50 per occurrence
Exhibit K: Statement of Work (SOW): Paragraph 10 – Specific Work & Compensation, Section 10.1.6	Contractor shall review complaint intake initial investigations to ensure that the complaint designations are appropriate, complete, effective, and fair.	Inspection & Observation	\$50 per occurrence
Exhibit K: Statement of Work (SOW): Paragraph 10 – Specific Work & Compensation, Section 10.1.7	Contractor shall recommend, on an ongoing basis, best practices in order to develop and improve equity-related County policies, practices, and procedures to ensure they are effective, fair, thorough, and impartial.	Inspection & Observation	\$50 per occurrence
Exhibit K: Statement of Work (SOW): Paragraph 10 – Specific Work & Compensation, Section 10.1.8	Contractor shall conduct briefings with departments concerning appropriate CPOE complaints as assigned by the CEOP Executive Director and in accordance with the terms of the SOW.	Inspection & Observation	\$50 per occurrence
Exhibit K: Statement of Work (SOW): Paragraph 10 – Specific Work & Compensation, Section 10.1.8., Item A	A briefing shall consist of being present or available via teleconference at a location as approved by the CEOP for the purpose of conducting the assigned briefing.	Inspection & Observation	\$50 per occurrence
Exhibit K: Statement of Work (SOW): Paragraph 10 – Specific Work & Compensation, Section 10.1.8., Item B	A pre-briefing conference must consist of a meeting with the Executive Director of the CEOP and/or the investigator(s) assigned to the case. At the time of assignment of a complaint or investigation to the Contractor for review, the CPOE and the CEOP	Inspection & Observation	\$50 per occurrence

	Executive Director shall establish the issues to be submitted for determination and recommendation by the Contractor.		
Exhibit K: Statement of Work (SOW): Paragraph 10 – Specific Work & Compensation, Section 10.1.8., Item C	Contractor shall render services only regarding those issues and shall not be entitled to any compensation for any services rendered outside the scope of their assignment as defined by the CEOP Executive Director and County Policy.	Inspection & Observation	\$50 per occurrence
Exhibit K: Statement of Work (SOW): Paragraph 10 – Specific Work & Compensation, Section 10.1.9	After conducting a briefing assigned by the CEOP Executive Director, the Contractor shall enter dispositions in the CEOP complaint tracking database, which shall meet all the requirements set forth in the SOW. Unless otherwise provided by the SOW, said dispositions shall be submitted within five (5) calendar days after the completion of the briefing.	Inspection & Observation	\$50 per occurrence
Exhibit K: Statement of Work (SOW): Paragraph 10 – Specific Work & Compensation, Section 10.1.10	Contractor shall be responsible for reviewing each initial investigation of the CPOE Report Form/complaint/assessment to determine the appropriate course of action based on the designations and standards set forth in the CPOE.	Inspection & Observation	\$50 per occurrence