

**AGREEMENT BETWEEN THE CONFLICT PROGRAM  
OF INDEPENDENT COUNSEL, Inc.  
AND LICENSED PRIVATE INVESTIGATOR**

Name: \_\_\_\_\_ Investigator firm: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: office \_\_\_\_\_ cell \_\_\_\_\_ fax \_\_\_\_\_

Email: \_\_\_\_\_

I have attached a current copy of my California State Private Investigator's license

\_\_\_\_\_

The Conflict Program of Independent Counsel, Inc. ("CP" or "Conflict Program") agrees to make payment to \_\_\_\_\_ ("Investigator"), California Private Investigator's license number \_\_\_\_\_, as follows:

1. The rate of pay shall be the rate established from time to time set forth in the current funding contract executed between Independent Counsel, Inc. and the County.
2. CP is not retaining and will not retain Investigator's services. All agreements to provide Investigator's services for which CP will pay are between the Investigator and the attorney retaining the Investigator's services. CP is acting only as a payment facilitator, to avoid indirect payments made first by the attorney to the Investigator, then by CP to the attorney.
3. Investigator agrees to use CP's electronic billing format for all services rendered in every case in which the attorney is appointed through CP. Failure to use CP's electronic billing format, and/or failure to comply with CP's billing regulations means the CP shall have no obligation to pay the Investigator any funds whatsoever.
4. By submitting bills in CP's electronic billing format, Investigator agrees to the rate of pay and payment limit stated on the electronic bill and communicated by other means (currently email attachment) to Investigator.
5. All bills submitted using CP's electronic billing format must be executed under penalty of

perjury monthly, no later than the 7<sup>th</sup> day of the calendar month following the services being billed.

6. All bills must be reviewed by the attorney retaining the Investigator. After the attorney reviews the bill, it must be reviewed by CP staff. In the event the CP review process results in a bill being denied payment, or denied payment in part, or otherwise modified for payment, Investigator's sole recourse shall be against the attorney who retained investigator. The attorney, but not the Investigator, shall have the right to utilize CP's fee appeal process.
7. Investigator has read and understood the Rules and Regulations of the Conflict Program located at <https://www.conflictprogram.org/> and agrees to abide and be bound by them, and such amendments and additional rules as may be adopted in the future.
8. Investigator agrees to indemnify, defend, save, and hold harmless the following persons and entities and waive any and all claims, demands, actions, liability or loss for damages for death, sickness or injury to persons or property, including without limitation, all consequential damages, for any cause whatsoever arising from or connected with or which may arise or be incurred because of any and all appointments, assignments, referrals, activities, and investigative services rendered by Investigator: a) Independent Counsel, Inc., its officers, directors, employees and members, including but not limited to the Conflict Program of Independent Counsel, Inc.; b) the Superior Court of the State of California, County of Contra Costa; and c) the CP Advisory Committee; and d) the County of Contra Costa, its officers, agents and employees.
9. Investigator understands and agrees that Investigator is an independent contractor and has no property interest from participation in the Conflict Program.
10. Investigator understands and agrees that all bills and other requests for payment submitted to the Conflict Program are declared to be true and correct under penalty of perjury.
11. Investigator understands and agrees that if the Conflict Program does not receive sufficient funds from the County of Contra Costa to pay for the operations of the Conflict Program, and/or if the

contract providing such funds terminates and the County of Contra Costa makes no new contract providing such funds, the Conflict Program shall have no obligation to pay Investigator for services rendered and expenses incurred.

12. Investigator's California Private Investigator license is currently valid. In the event it lapses, is terminated, or otherwise ceases to be in full force and effect, Investigator shall immediately inform the Conflict Program and shall not be entitled to payment from the date the license became invalid.
13. Any dispute, claim or controversy arising out of or relating to this agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Contra Costa County, California before one arbitrator. Investigator will not join or consolidate claims submitted for arbitration with those of any other persons, and no form of class, collective, or representative action shall be maintained without the mutual consent of the parties. The arbitration shall be administered by JAMS pursuant to its comprehensive arbitration rules and procedures. Judgment on the award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction.

14. Investigator EXECUTES this agreement on \_\_\_\_\_  
\_\_\_\_\_, 20\_\_\_, at \_\_\_\_\_, California.  
(city)

\_\_\_\_\_  
(signature)

By authorizing funding and/or making payment to the Investigator identified above, CP signifies its agreement herein.