



# **CHIEF EXECUTIVE OFFICE RISK MANAGEMENT BRANCH**

## **REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) HEARING OFFICER SERVICES**

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Prepared By  
County of Los Angeles  
Chief Executive Office  
Risk Management Branch  
Risk Management Operations

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
HEARING OFFICERS SERVICES  
TABLE OF CONTENTS**

<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
<b>1.0 GENERAL INFORMATION .....</b>	<b>1</b>
1.1 Purpose .....	1
1.2 Background on County .....	1
1.3 Overview of Solicitation Document.....	2
1.4 Terms and Definitions .....	3
1.5 Proposer's Minimum Qualifications .....	3
1.6 Master Agreement Process .....	3
1.7 Master Agreement Term .....	4
1.8 County Rights & Responsibilities .....	4
1.9 Contact with County Personnel .....	4
1.10 Mandatory Requirement to Register on County's WebVen.....	4
1.11 County Option to Reject SOQs .....	5
1.12 Protest Process .....	5
1.13 Notice to Proposer's Regarding Public Records Act .....	5
1.14 Indemnification and Insurance .....	6
1.15 SPARTA Program .....	6
1.16 Injury & Illness Prevention Program (IIPP).....	6
1.17 Background and Security Investigations .....	6
1.18 Confidentiality and Independent Contractor Status .....	6
1.19 Conflict of Interest .....	6
1.20 Determination of Proposer Responsibility .....	7
1.21 Proposer Debarment .....	8
1.22 Proposer's Adherence to County Child Support Compliance Program .....	9
1.23 Gratuities .....	10
1.24 Notice to Proposers Regarding the County Lobbyist Ordinance .....	10
1.25 Federal Earned Income Credit .....	11
1.26 Consideration of GAIN/GROW Participants for Employment .....	11
1.27 County's Quality Assurance Plan .....	11
1.28 Recycled Bond Paper.....	11
1.29 Safely Surrendered Baby Law.....	11

**COUNTY OF LOS ANGELES  
CHIEF EXECUTIVE OFFICE – RISK MANAGEMENT BRANCH**

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<b><u>SECTION</u></b>	<b><u>PAGE</u></b>
1.30 County Policy on Doing Business with Small Business .....	12
1.31 Jury Service Program.....	12
1.33 Local Small Business Enterprise (SBE) Prompt Payment Program.....	13
1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company ..	14
1.37 Proposer’s Adherence to County’s Defaulted Property Tax Reduction Program...	14
<b>2.0 INSTRUCTIONS TO PROPOSERS .....</b>	<b>15</b>
2.1 County Responsibility.....	15
2.2 Truth and Accuracy of Representations .....	15
2.3 RFSQ Timetable.....	15
2.4 Solicitation Requirements Review.....	15
2.5 Proposers’ Questions .....	16
2.6 No Proposers Conference .....	16
2.7 Preparation and Format of the SOQ .....	16
2.8 SOQ Submission.....	19
2.9 Acceptance of Terms and Conditions of Master Agreement.....	20
2.10 SOQ Withdrawals.....	20
<b>3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS.....</b>	<b>21</b>
3.1 Review Process.....	21
3.2 Disqualification Review .....	22
3.3 Selection/Qualification Process.....	22
3.4 Master Agreement Award.....	22

**APPENDICES:**

- APPENDIX A: Required Forms
- APPENDIX B: Transmittal Form to Request a Solicitation Requirements Review
- APPENDIX C: County of Los Angeles Policy on Doing Business with Small Business
- APPENDIX D: Jury Service Ordinance
- APPENDIX E: IRS Notice 1015
- APPENDIX F: Defaulted Property Tax Reduction Program
- APPENDIX G: Listing of Contractors Debarred in Los Angeles County
- APPENDIX H: Safely Surrendered Baby Law
- APPENDIX I: Master Agreement

## **1.0 GENERAL INFORMATION**

### **1.1 Purpose**

The County of Los Angeles (County) is seeking qualified firms to enter into Master Agreements with the County to provide hearing officer services. The County wishes to create a panel of hearing officers for the purpose of conducting administrative Long-Term Disability hearings that resolve entitlement disputes regarding eligibility for the County's Long Term Disability benefits pursuant to the program's eligibility standards.

The Chief Executive Office (CEO), Risk Management Branch, is responsible for overseeing the County's Long Term Disability and Survivor Benefit Plan offered to County employees. The Los Angeles County Code Sections 5.27, 5.28 and 5.38 provide that a claimant may appeal the denial, cessation or cancellation of a benefit under the Long Term Disability and Survivor Benefit Plan by filing a written notice of appeal with the CEO, and that the matter shall then be reviewed by a Hearing Officer designated by the County.

Hearing officers shall be required to conduct Pre-Hearing Conferences and Hearings, and render written decisions based on the finding of facts and conclusions of law. The Hearing Officer shall conduct a full and fair hearing and render a decision which shall be final.

Selected firms will be offered a non-exclusive Master Agreement, administered by the County's Chief Executive Office (Department). The demand for and utilization of these services will be intermittent and part-time, depending on the County's needs. The Master Agreement guarantees no minimum amount of work.

The County reserves the right to add additional members to its panel anytime the County deems appropriate. The County may, at its sole option, withhold work from any panel member whose performance does not comply with the County's minimum standards, as solely determined by the County's Project Manager.

### **1.2 Background on County**

The County of Los Angeles is one of the nation's largest counties with over 4,084 square miles and a population exceeding 10 million residents. Created in 1850 as a political subdivision of the State of California, the County is governed by a five-member Board of Supervisors responsible for the delivery of a multitude of services that affect the lives of all residents.

The County, which contains 88 cities, provides municipal-type services, such as law enforcement and fire protection, to residents of the unincorporated area of the County, and administers many State-mandated programs countywide. Traditional County services include functions such as public health, public

social services, law enforcement, judicial administration, fire fighting, property assessment, and tax collection. Among County specialized services are flood control, road construction, parks and recreation, and many diversified cultural activities such as public libraries, museums, the Los Angeles Music Center and the Hollywood Bowl.

The County has 38 departments and approximately 100,000 budgeted positions. The spectrum of job listings within the County's Civil Service system - from clerk to truck driver, sanitation to psychiatrist, scientist to scuba diver, and attorney to helicopter pilot - encompasses nearly every trade and profession and illustrates the complexity of County government.

### 1.3 Overview of Solicitation Document

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Proposer's minimum qualifications, provides information regarding some of the requirements of the Master Agreement and the solicitation process.
- **INSTRUCTIONS TO PROPOSERS:** Contains instructions to Proposers in how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected and qualified.
- **APPENDICES:**
  - **A - REQUIRED FORMS:** Forms contained in this section must be completed and included in the SOQ.
  - **B - TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
  - **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County Code.
  - **D - JURY SERVICE ORDINANCE:** County Code.
  - **E - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
  - **F - DEFAULTED PROPERTY TAX REDUCTION PROGRAM**  
**County Code**
  - **G - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
  - **H - SAFELY SURRENDERED BABY LAW:** County program.

- **I- MASTER AGREEMENT:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are not negotiable.

Throughout this RFSQ, references are made to certain persons, groups, or Departments/agencies. For convenience, a description of specific definitions can be found in *Appendix I - Master Agreement, Paragraph 2, Definitions.*

## 1.5 Proposer's Minimum Qualifications

Interested and qualified Proposers that meet the Minimum Qualifications stated below are invited to submit an SOQ.

- 1.5.1 Proposer must have two (2) years experience, within the last five (5) years of administrative hearing experience, arbitration experience or experience as a third party mediator;
- 1.5.2 Experience making decisions based on Social Security Disability criteria;
- 1.5.3 Demonstrated knowledge of administrative hearing procedures (i.e., prior experience as a mediator, advocacy hearing officer, expert witness, attorney, arbitrator);
- 1.5.4 Demonstrated knowledge of Rules of Evidence (i.e., prior experience as a mediator, advocacy hearing officer, expert witness, attorney, arbitrator);
- 1.5.5 Prior experience in the preparation of formal administrative hearing decisions;
- 1.5.6 Must provide a sample copy of a prior hearing decision or similar written documentation that demonstrates Proposer's ability.

## 1.6 Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Proposers to provide hearing officer services.

- 1.6.1 Master Agreements will be executed with all Proposers determined to be qualified.
- 1.6.2 Upon the Department's execution of these Master Agreements, the qualified Proposers will become County Contractors, and thereafter be solicited on a rotational basis to provide as needed Hearing Officer Services. Payment for all work shall be either on a time and materials basis or on a fixed price per deliverable basis, subject to the Total Maximum Amount specified in *Appendix I – Master Agreement, Exhibit A, Statement of Work*, . The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business.

## 1.7 Master Agreement Term

- 1.7.1 The term of the Master Agreement shall be effective upon the date of its execution by County and will expire on October 31, 2017, unless sooner terminated.
- 1.7.2 County will continuously accept SOQs to qualify Proposers throughout the duration of the Master Agreement.

## 1.8 County Rights and Responsibilities

The County has the right to amend this RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

## 1.9 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Kathy Regan  
Risk Management Operations  
Chief Executive Office/Risk Management Branch  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010  
[kregan@ceo.lacounty.gov](mailto:kregan@ceo.lacounty.gov)  
Fax #: (213) 252-0404

If it is discovered that a Proposer contacted and received information from any County personnel, other than the person specified above, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

## 1.10 Mandatory Requirement to Register on County's WebVen

**Prior** to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Proposer's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at [http://lacounty.info/doing\\_business/main\\_db.htm](http://lacounty.info/doing_business/main_db.htm).

## 1.11 County Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost

incurred by a Proposer in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

## 1.12 Protest Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.12.3 below. Additionally, any actual Proposer may request a review of a disqualification under such a solicitation, as described in the Sections below.

1.12.2 Throughout the review process, the County has no obligation to delay or otherwise postpone an award of contract based on a Proposer protest. In all cases, the County reserves the right to make an award when it is determined to be in the best interest of the County of Los Angeles to do so.

### 1.12.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference sub-paragraph 2.4 in the solicitation requirement review)
- Review of a Disqualified SOQ (Reference sub-paragraph 3.2 in the Review/Selection/Qualification Section)

## 1.13 Notice to Proposer's Regarding Public Records Act

1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when Department recommends the qualified Proposer(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.13.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Proposer must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

### **1.14 Indemnification and Insurance**

Proposer shall be required to comply with the Indemnification provisions contained in *Appendix I - Master Agreement, sub-paragraph 8.22*. Proposer shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in *Appendix I - Master Agreement, sub-paragraphs 8.23 and 8.24*.

### **1.15 SPARTA Program**

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County's insurance broker, Municipality Insurance Services, Inc. For additional information, Proposers may call Municipality Insurance Services at (800) 420-0555, or can access their website directly at [www.2sparta.com](http://www.2sparta.com)

### **1.16 Injury and Illness Prevention Program (IIPP)**

Proposer shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations 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.

### **1.17 Background and Security Investigations**

Background and security investigations of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting agreement. The cost of background checks is the responsibility of the Contractor.

### **1.18 Confidentiality and Independent Contractor Status**

As appropriate, Contractor shall be required to comply with the *Confidentiality provision sub-paragraph 7.6* and the *Independent Contractor Status sub-paragraph 8.21* in *Appendix I, Master Agreement*.

### **1.19 Conflict of Interest**

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in *Appendix A - Required Forms, Exhibit 2, Certification of No Conflict of Interest*.

### **1.20 Determination of Proposer Responsibility**

1.20.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and

experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.

- 1.20.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall not be the basis of a determination that the Proposer is not responsible.
- 1.20.3 The County may declare a Proposer to be non-responsible for purposes of this Master Agreement if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract 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 omission 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.
- 1.20.4 If there is evidence that the Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.20.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.
- 1.20.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

## **1.21 Proposer Debarment**

- 1.21.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other

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 the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract 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.

- 1.21.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.21.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.21.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer 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 the Proposer 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.

- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
- 1.21.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 1.21.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 1.21.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

## **1.22 Proposer's Adherence to County Child Support Compliance Program**

Contractors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

## **1.23 Gratuities**

### **1.23.1 Attempt to Secure Favorable Treatment**

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Proposer with the implication,

suggestion or statement that the Proposer's provision of the consideration may secure more favorable treatment for the Proposer in the award of a Master Agreement or that the Proposer's failure to provide such consideration may negatively affect the County's consideration of the Proposer's submission. A Proposer shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of a Master Agreement.

#### **1.23.2 Proposer Notification to County**

A Proposer shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Proposer's submission being eliminated from consideration.

#### **1.23.3 Form of Improper Consideration**

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

### **1.24 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in *Appendix A - Required Forms, Exhibit 5*, as part of their SOQ.

### **1.25 Federal Earned Income Credit**

The Contractor shall notify its employees, and shall 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 shall be provided in

accordance with the requirements set forth in the *Internal Revenue Service Notice No. 1015 - Appendix E*.

### **1.26 Consideration of GAIN/GROW Participants for Employment**

As a threshold requirement for consideration of a Master Agreement, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Additionally, Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Proposers who are unable to meet this requirement shall not be considered for a Master Agreement.

Proposers shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in *Appendix A - Required Forms, Exhibit 9*, as part of their SOQ.

### **1.27 County's Quality Assurance Plan**

After award of a Master Agreement and subsequent Work Order(s), the County or its agent will evaluate the Contractor's performance under the Master Agreement and Work Order on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the Work Order. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of this Master Agreement and subsequent Work Orders will be reported to the County's Board of Supervisors. The report 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 the Master Agreement and/or Work Order in whole or in part, or impose other penalties as specified in the Master Agreement.

### **1.28 Recycled Bond Paper**

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in *Appendix I - Master Agreement, sub-paragraph 8.38*.

### **1.29 Safely Surrendered Baby Law**

The Contractor shall notify and provide to its employees, and shall 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 where and how to safely surrender a baby. The fact sheet is set forth in Appendix G of this solicitation document and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

### **1.30 County Policy on Doing Business with Small Business**

- 1.30.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.30.2 The Local Small Business Enterprise Preference Program, requires the Company to complete a certification process. This program and how to obtain certification are further explained in sub-paragraph 1.32 of this Section.
- 1.30.3 The Jury Service Program provides exceptions to the Program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanation of the Jury Service Program is provided in sub-paragraph 1.31 of this Section.
- 1.30.4 The County also has a Policy on Doing Business with Small Business that is stated in *Appendix C*.

### **1.31 Jury Service Program**

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the *Jury Service Ordinance - Appendix D*, and the pertinent jury service provisions of the *Appendix I - Master Agreement, sub-paragraph 8.7*, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

- 1.31.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the 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 the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "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) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's

full-time California employees, even those not working specifically on the County project. 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.

- 1.31.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract 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 contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.31.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in *Appendix A - Required Forms, Exhibit 10*, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

### **1.32 Local Small Business Enterprise (SBE) Prompt Payment Program**

It is the intent of the County that Certified Local SBEs receive prompt payment for services they provide to County Departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

### **1.33 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on *Required*

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*Forms - Exhibit 2, Proposer's Organization Questionnaire/Affidavit.* Failure of the Proposer to provide this information may eliminate its SOQ from any further consideration.

### **1.34 Proposer's Adherence to County's Defaulted Property Tax Reduction Program**

- 1.34.1 The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read *Appendix F - Defaulted Tax Program Ordinance*, and the pertinent provisions of *Appendix I – Master Agreement, Sub-paragraphs 8.50 and 8.51*, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.
- 1.34.2 Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing *Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 11*, in *Appendix A – Required Forms*. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).
- 1.34.3 Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

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## 2.0 INSTRUCTIONS TO PROPOSERS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their Statement of Qualifications (SOQ).

### 2.1 County Responsibility

The County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

### 2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

### 2.3 RFSQ Timetable

**The timetable for this RFSQ is as follows:**

- Release of RFSQ .....July 1, 2010
- Request for a Solicitation Requirements Review Due..... July 16, 2010
- **SOQ due by (Pacific Time)..... 3:00 P.M. August 2, 2010**

Those SOQs submitted by the date identified above will be initially reviewed. Subsequent to this date, SOQs will be reviewed as they are received to determine a proposer's qualifications.

### 2.4 Solicitation Requirements Review

Any person or entity may seek a Solicitation Requirements Review by submitting *Appendix B - Transmittal Form to Request a Solicitation Requirements Review* to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review.
4. The request for a Solicitation Requirements Review asserts either that:

- a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
- b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposer.

The Solicitation Requirements Review shall be completed and the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the proposal due date.

## 2.5 Proposers' Questions

Proposers may submit written questions regarding this RFSQ by mail, fax or e-mail to the individual identified below. Selected questions, deemed by County as beneficial to all Proposers in clarifying the intent of this RFSQ, will be compiled periodically with the appropriate answers and issued as an addendum to the RFSQ.

When submitting questions please specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFSQ. County reserves the right to group similar questions when providing answers.

Questions should be addressed to:

Kathy Regan  
Risk Management Operations  
Chief Executive Office/Risk Management Branch  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010  
[kregan@ceo.lacounty.gov](mailto:kregan@ceo.lacounty.gov)  
Fax #: (213) 252-0404

## 2.6 No Proposers Conference

There will be no Proposers Conference held relating to this RFSQ.

## 2.7 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

The content and sequence of the SOQ must be as follows:

- Table of Contents
- Proposer's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)

**2.7.1 Table of Contents**

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

**2.7.2 Proposer's Qualifications (Section A)**

Demonstrate that the Proposer's organization has the experience to perform the required services. The following sections must be included:

**A. Proposer's Background and Experience (Section A.1)**

The Proposer shall complete, sign and date the *Proposer's Organization Questionnaire/Affidavit* as set forth in *Appendix A – Required Forms, Exhibit 1*. **The person signing the form must be authorized to sign on behalf of the Proposer and to bind the Proposer in a Master Agreement.** Provide a summary of relevant background information to demonstrate that the Proposer meets the minimum qualifications stated in sub-paragraph 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity.

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign Contracts.

If the below referenced documents are not available at the time of SOQ submission, Proposers must request the appropriate documents from the California Secretary of State and provide a statement on the status of the request.

**Required Support Documents:**

**Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

**Limited Partnership:**

The Proposer must submit a conformed copy of the Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership as filed with the California Secretary of State, and any amendments.

**B. Proposer's References (Section A.2)**

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on both forms in *Appendix A – Required Forms, Exhibits 6 and 7*.

County may disqualify a Proposer if:

- references fail to substantiate Proposer's description of the services provided; or
- references fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- the Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours

The Proposer must complete and include *Required Forms, Exhibits 6, 7 and 8* as set forth in *Appendix A*.

a. *Prospective Contractor References, Exhibit 6*

Proposer must provide three (3) references where the same or similar scope of services were provided, one of which must be a public entity.

b. *Prospective Contractor List of Contracts, Exhibit 7*

The listing must include all Public Entities contracts for the last three (3) years. A photocopy of this form should be used if necessary.

c. *Prospective Contractor List of Terminated Contracts, Exhibit 8*

Listing must include contracts terminated within the past three (3) years with a reason for termination.

**C. Proposer's Pending Litigation and Judgments (Section A.3)**

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

### 2.7.3 Required Forms (Section B)

Include the following forms as provided in *Appendix A – Required Forms*. Complete, sign and date all forms.

- Exhibit 1 *Statement of Qualification Submittal Form*
- Exhibit 2 *Proposer’s Organization Questionnaire/Affidavit*
- Exhibit 3 *Certification of No Conflict of Interest*
- Exhibit 4 *Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information*
- Exhibit 5 *Familiarity with the County Lobbyist Ordinance Certification*
- Exhibit 6 *Prospective Contractor References*
- Exhibit 7 *Prospective Contractor List of Contracts*
- Exhibit 8 *Prospective Contractor List of Terminated Contracts*
- Exhibit 9 *Attestation of Willingness to Consider GAIN/GROW Participants*
- Exhibit 10 *Los Angeles County Contractor Employee Jury Service Program – Certification Form & Application for Exception*
- Exhibit 11 *Certification of Compliance with the County’s Defaulted Property Tax Reduction Program*

### 2.7.4 Proof of Insurability (Section C)

Proposer must provide proof of insurability that meets all insurance requirements set forth in the *Appendix I - Master Agreement, subparagraphs 8.23 and 8.24*. If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Proposer be selected to receive a Master Agreement award may be submitted with the SOQ.

## 2.8 SOQ Submission

The original SOQ and one copy shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words: **“SOQ FOR HEARING OFFICER SERVICES”**

The SOQ and any related information shall be delivered or mailed to:

Kathy Regan  
Risk Management Operations  
Chief Executive Office/Risk Management Branch  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

**It is the sole responsibility of the submitting Proposer to ensure that its SOQ is received before the submission deadline identified in**

**subparagraph 2.3. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.**

## **2.9 Acceptance of Terms and Conditions of Master Agreement**

Proposers understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the *Appendix I - Master Agreement*.

## **2.10 SOQ Withdrawals**

The Proposer may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to the person named in sub-paragraph 2.8, above.

## **3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS**

### **3.1 Review Process**

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

#### **3.1.1 Adherence to Minimum Qualifications**

County shall review the *Proposer's Organization Questionnaire/Affidavit, Exhibit 1 of Appendix A - Required Forms*, and determine if the Proposer meets the minimum qualifications as outlined in sub-paragraph 1.5 of this RFSQ.

Failure of the Proposer to comply with the minimum qualifications may eliminate its SOQ from any further consideration.

#### **3.1.2 Proposer's Qualifications (Section A)**

County's review shall include the following:

- Proposer's Background and Experience as provided in Section A.1 of the SOQ.
- Proposer's References as provided in Section A.2 of the SOQ. The review will include verification of references submitted, a review of the County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Proposer as provided in Section A.3 of the SOQ.

#### **3.1.3 Required Forms (Section B)**

All forms listed in Section 2, sub-paragraphs 2.7.2 and 2.7.3 must be included in Section B of the SOQ.

#### **3.1.4 Proof of Insurability (Section C)**

Review the proof of insurability provided in Section C of the SOQ.

### **3.2 Disqualification Review**

An SOQ may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that an SOQ is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

A request for a Disqualification Review may, in the Department's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.

### **3.3 Selection/Qualification Process**

The Department will review the SOQs to determine if the Proposer meets the minimum qualifications as stated in Section 1.5, and whose qualifications are verified per Section 3.1 will be recommended for a Master Agreement, as specified in Section 1.6.

### **3.4 Master Agreement Award**

Proposers who are notified by the Department that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a Master Agreement if other requirements necessary for award have not been met. Other requirements may include acceptance of the terms and conditions of the Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to the Department's satisfaction can a Proposer, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a Master Agreement.

The Department will execute Board of Supervisors-authorized Master Agreements with each selected Proposer. All Proposers will be informed of the final selections.

# **APPENDIX A**

## **REQUIRED FORMS**

**APPENDIX A  
REQUIRED FORMS  
TABLE OF CONTENTS**

<b><u>EXHIBITS</u></b>	<b><u>PAGE</u></b>
1	STATEMENT OF QUALIFICATION SUBMITTAL FORM.....A-1
2	PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT.....A-3
3	CERTIFICATION OF NO CONFLICT OF INTEREST .....A-5
4	REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM .....A-6
5	FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION .....A-7
6	PROSPECTIVE CONTRACTOR REFERENCES .....A-8
7	PROSPECTIVE CONTRACTOR LIST OF CONTRACTS.....A-9
8	PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS..A-10
9	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS.....A-11
10	LOS ANGELES COUNTY CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM – CERTIFICATION FORM & APPLICATION FOR EXCEPTION .....A-12
11	CERTIFICATION OF COMPLIANCE WITH THE COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....A-13

## HEARING OFFICER SERVICES MASTER AGREEMENT STATEMENT OF QUALIFICATION SUBMITTAL FORM

This serves as an application for the Hearing Officer Services Master Agreement.  
To Complete the Statement of Qualification:

1. Check off/fill out all the requirements met and sign form
2. Attach all applicable documents listed in Required Forms section
3. Attach copies of the licenses/certificates/proof registrations checked off in specific categories
4. Proposer acknowledges and certifies that it meets the Minimum Qualifications listed in Paragraph 1.5 – Minimum Qualifications, and the applicable requirements of Paragraph 2.7.2 – Proposer’s Qualifications of this Request for Statement of Qualifications (RFSQ).

County Use Only	
PROPOSER NAME	AGREEMENT #
DATE RECEIVED	ANALYST

### 1.5 MINIMUM QUALIFICATIONS

<input type="checkbox"/>	1.5.1 Proposer must have two (2) years’ experience, within the last five (5) years, of administrative hearing experience, arbitration experience or experience as a third party mediator.
<input type="checkbox"/>	1.5.2 Proposer must have experience making decisions based on Social Security Disability criteria
<input type="checkbox"/>	1.5.3 Proposer must have demonstrated knowledge of administrative hearing procedures (i.e., prior experience as a mediator, advocacy hearing officer, expert witness, attorney, arbitrator).
<input type="checkbox"/>	1.5.4 Proposer must have demonstrated knowledge of Rules of Evidence (i.e., prior experience as a mediator, advocacy hearing officer, expert witness, attorney, arbitrator).
<input type="checkbox"/>	1.5.5 Proposer must have prior experience in the preparation of formal administrative hearing decisions.
<input type="checkbox"/>	1.5.6 Proposer must provide a sample copy of a prior hearing decision or similar written documentation that demonstrates Proposer’s ability.

### INSURANCE REQUIREMENTS (for all proposers)

<b>GENERAL LIABILITY</b>		
General Aggregate:	\$2 million	<input type="checkbox"/>
Products/Completed Operations Aggregate:	\$1 million	<input type="checkbox"/>
Personal and Advertising Injury:	\$1 million	<input type="checkbox"/>
Each Occurrence:	\$1 million	<input type="checkbox"/>
<b>AUTO LIABILITY</b>		
Auto Liability:	\$1 million	<input type="checkbox"/>
<b>WORKERS’ COMPENSATION</b>		
Each Accident:	\$1 million	<input type="checkbox"/>
Disease – Policy Limit:	\$1 million	<input type="checkbox"/>
Disease – Each Employee:	\$1 million	<input type="checkbox"/>
<b>PROFESSIONAL LIABILITY</b>		
Aggregate:	\$2 million	<input type="checkbox"/>
Each Occurrence:	\$1 million	<input type="checkbox"/>

<b>REQUIRED FORMS</b>	
<b>APPENDIX A</b>	
Exhibit 1: Statement of Qualification Submittal Form	<input type="checkbox"/>
Exhibit 2: Proposer’s Organization Questionnaire/Affidavit	<input type="checkbox"/>
Exhibit 3: Certification of No Conflict of Interest	<input type="checkbox"/>
Exhibit 4: Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information	<input type="checkbox"/>
Exhibit 5: Familiarity with the County Lobbyist Ordinance Certification	<input type="checkbox"/>
Exhibit 6: Prospective Contractor References	<input type="checkbox"/>
Exhibit 7: Prospective Contractor List of Contracts	<input type="checkbox"/>
Exhibit 8: Prospective Contractor List of Terminated Contracts	<input type="checkbox"/>
Exhibit 9: Attestation of Willingness to Consider GAIN/GROW Participants	<input type="checkbox"/>
Exhibit 10: County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception	<input type="checkbox"/>
Exhibit 11: Certification of Compliance with the County’s Defaulted Property Tax Reduction Program	<input type="checkbox"/>
Exhibit 12: Proposer’s Fee Schedule	<input type="checkbox"/>
<b>PROPOSER SUPPLIED</b>	
Certificate of Good Standing (if Corporation or LLC)	<input type="checkbox"/>
Statement of Information (if Corporation or LLC)	<input type="checkbox"/>
Certificate of Limited Partnership or Application for Registration of Foreign Limited Partnership (if Limited Partnership)	<input type="checkbox"/>
Statement of Pending Litigation	<input type="checkbox"/>
ACORD Certificate of Insurance	<input type="checkbox"/>
LA County named additional insured	<input type="checkbox"/>

<p>APPLICANT ACKNOWLEDGES THAT IF ANY FALSE, MISLEADING, INCOMPLETE, OR DECEPTIVELY UNRESPONSIVE STATEMENTS IN CONNECTION WITH THIS SOQ ARE MADE, THE SOQ MAY BE REJECTED. THE EVALUATION AND DETERMINATION IN THIS AREA SHALL BE AT THE DIRECTOR’S SOLE JUDGMENT AND HIS/HER JUDGMENT SHALL BE FINAL.</p> <p>I DECALARE UNDER PENALTY OF PERJURY THAT ALL OF THE ABOVE INFORMATION IS TRUE AND CORRECT.</p>	
PREPARER’S SIGNATURE	DATE
PRINT PREPARER’S NAME	TITLE
ADDRESS	CITY , STATE

### PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and include it in Section A.1 of the SOQ. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Master Agreement.

1. If your firm is a corporation or limited liability company (LLC), state its legal name (as found in your Articles of Incorporation) and State of incorporation:

Name	State	Year Inc.
------	-------	-----------

2. If your firm is a limited partnership or a sole proprietorship, state the name of the proprietor or managing partner:

---

3. If your firm is doing business under one or more DBA's, please list all DBA's and the County(s) of registration:

Name	County of Registration	Year became DBA

4. Is your firm wholly or majority owned by, or a subsidiary of, another firm?  If yes,

Name of parent firm: \_\_\_\_\_

State of incorporation or registration of parent firm: \_\_\_\_\_

5. Please list any other names your firm has done business as within the last five (5) years.

Name	Year of Name Change

6. Indicate if your firm is involved in any pending acquisition/merger, including the associated company name. If not applicable, so indicate below.

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Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Qualifications listed in Paragraph 1.5 - Minimum Qualifications, of this Request for Statement of Qualifications (RFSQ), as listed below.

Check the appropriate box:

- Yes** Paragraph 1.5.1 2 years experience within the last 5 years for firm, of administrative hearing, arbitration or third party mediator experience.
- Yes** Paragraph 1.5.2 Experience making decision based on Social Security Disability criteria.
- Yes** Paragraph 1.5.3 Demonstrated knowledge of administrative hearing procedures (i.e., prior experience as a mediator, advocacy hearing officer, expert witness, attorney, or arbitrator).
- Yes** Paragraph 1.5.4 Demonstrated knowledge of Rules of Evidence (i.e., prior experience as a mediator, advocacy hearing officer, expert witness, attorney, arbitrator).
- Yes** Paragraph 1.5.5 3 examples of performance metrics/benchmarks included

Applicant further acknowledges that if any false, misleading, incomplete, or deceptively unresponsive statements in connection with this SOQ are made, the SOQ may be rejected. The evaluation and determination in this area shall be at the County's sole judgment and his/her judgment shall be final.

Corporation's Name:

Address:

Telephone Number: \_\_\_\_\_ Fax number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

On behalf of \_\_\_\_\_ (Proposer's name), I \_\_\_\_\_ (Name of Proposer's authorized representative), certify that the information contained in this Proposer's Organization Questionnaire/Affidavit is true and correct to the best of my information and belief.

Signature

Internal Revenue Service  
Employer Identification Number

Title

California Business License Number

Date

County WebVen Number

## CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

### CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals 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 number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, 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 number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Proposer Name

\_\_\_\_\_  
Proposer Official Title

\_\_\_\_\_  
Official's Signature

**County of Los Angeles – Community Business Enterprise Program (CBE)**

**Request for Local SBE Preference Program Consideration and  
CBE Firm/Organization Information Form**

**INSTRUCTIONS:** All proposers/bidders responding to this solicitation must complete and return this form for proper consideration of the proposal/bid.

**I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:**

**FIRM NAME:** \_\_\_\_\_

**COUNTY VENDOR NUMBER:** \_\_\_\_\_

- As a Local SBE, certified by the County of Los Angeles Office of Affirmative Action Compliance, I request this proposal/bid be considered for the Local SBE Preference.  
 Attached is my Local SBE Certification letter issued by the County  
 -----

**II. FIRM/ORGANIZATION INFORMATION:** The information requested below is for statistical purposes **only**. On final analysis and consideration of award, contractor/vendor will be selected without regard to race/ethnicity, color, religion, sex, national origin, age, sexual orientation or disability.

<b>Business Structure</b>						
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> Franchise <input type="checkbox"/> Other (Please Specify) _____						
<b>Total Number of Employees</b> (including owners): _____						
<b>Race/Ethnic Composition of Firm.</b> Please distribute the above total number of individuals into the following categories:						
Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

**III. PERCENTAGE OF OWNERSHIP IN FIRM:** Please indicate by percentage (%) how ownership of the firm is distributed.

	Black/African American	Hispanic/ Latino	Asian or Pacific Islander	American Indian	Filipino	White
Men	%	%	%	%	%	%
Women	%	%	%	%	%	%

**IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:**

*If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

**V. DECLARATION: I DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE ABOVE INFORMATION IS TRUE AND ACCURATE.**

Print Authorized Name	Authorized Signature	Title	Date

## FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## PROSPECTIVE CONTRACTOR REFERENCES

**(Duplicate this form and submit at least three references)**

*Submit reference forms for at least three clients which services were performed within the last three year, one being a public entity, for which your firm provided(s) services to those set forth in this RFSQ. References may be verified at the sole discretion of the County.*

PROPOSER FIRM	
NAME AND ADDRESS OF COMPANY TO PROVIDE REFERENCE	
CONTACT PERSON/TITLE	PHONE/EMAIL ADDRESS

**Types of Services Provided:** (Please list the Process Improvement services provided to the above reference. Also, indicate the scope of the project, the outcomes, and timeframes in which work was completed. Use additional sheets if necessary. References should clearly relate to the services Proposer would provide in response to this RFSQ.)

<b>Description of Services and Outcomes</b>	<b>Project dates:</b>
<b>Description of Services and Outcomes</b>	<b>Project dates:</b>

## PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

**Contractor's Name:** \_\_\_\_\_

List of all entities for which the prospective Contractor has provided Hearing Officer Services within the last five (5) years. Use additional sheets if necessary.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
<b>Name or Contract No.</b>	<b># of Years / Term of Contract</b>	<b>Type of Service</b>	<b>Dollar Amt.</b>	
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
<b>Name or Contract No.</b>	<b># of Years / Term of Contract</b>	<b>Type of Service</b>	<b>Dollar Amt.</b>	
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
<b>Name or Contract No.</b>	<b># of Years / Term of Contract</b>	<b>Type of Service</b>	<b>Dollar Amt.</b>	
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
<b>Name or Contract No.</b>	<b># of Years / Term of Contract</b>	<b>Type of Service</b>	<b>Dollar Amt.</b>	
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
<b>Name or Contract No.</b>	<b># of Years / Term of Contract</b>	<b>Type of Service</b>	<b>Dollar Amt.</b>	

## PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

**Contractor's Name:** \_\_\_\_\_

List all contracts that have been terminated with the past three (3) years.

<b>1. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
<b>Name or Contract No.</b>		<b>Reason for Termination</b>		
<b>2. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
<b>Name or Contract No.</b>		<b>Reason for Termination</b>		
<b>3. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
<b>Name or Contract No.</b>		<b>Reason for Termination</b>		
<b>4. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
<b>Name or Contract No.</b>		<b>Reason for Termination</b>		
<b>5. Name of Firm</b>	<b>Address of Firm</b>	<b>Contact Person</b>	<b>Telephone #</b> ( )	<b>Fax #</b> ( )
<b>Name or Contract No.</b>		<b>Reason for Termination</b>		

## ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**Proposers unable to meet this requirement shall not be considered for contract award.**

Proposer shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

A. Proposer has a proven record of hiring GAIN/GROW participants.

YES (subject to verification by County)     NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

YES                       NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

YES                       NO                       N/A (Program not available)

Proposer Organization: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Tel. #: \_\_\_\_\_ Fax #: \_\_\_\_\_

# COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Proposers, whether a contractor or subcontractor, must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Proposer is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		
Solicitation For Process Improvement Services:		

**If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.**

**Part I: Jury Service Program is Not Applicable to My Business (check appropriate box below):**

My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

**"Affiliate or subsidiary of a business dominant in its field of operation"** means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance (check box below):**

My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

## CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation For Process Improvement Services:		

The Proposer/Bidder/Contractor certifies that:

- It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason(s):

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*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.*

Print Name:	Title:
Signature:	Date:

## TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW

***A Solicitation Requirements Review must be received by the County  
within 10 business days of issuance of the solicitation document***

Proposer Name:

Date of Request:

Project Title:

Project No.:

A **Solicitation Requirements Review** is being requested because the Proposer asserts that they are being unfairly disadvantaged for the following reason(s): *(check all that apply)*

Application of **Minimum Requirements**

Application of **Business Requirements**

Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

I understand that this request must be received by the County within **10 business days** of issuance of the solicitation document.

For each area contested, Proposer must explain in detail the factual reasons for the requested review. *(Attach additional pages and supporting documentation as necessary)*

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Request submitted by:

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title)

<b><i>For County Use Only</i></b>	
Date Transmittal Received by County:	Date Solicitation Released:
Reviewed by:	
Results of Review/Comments:	
Date Response sent to Proposer:	

## **COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS**

Forty-two percent of businesses in Los Angeles County have five or fewer employees. Only about four percent of businesses in the area exceed 100 employees. According to the Los Angeles Times and local economists, it is not large corporations, but these small companies that are generating new jobs and helping move Los Angeles County out of its worst recession in decades.

### **WE RECOGNIZE...**

#### **The importance of small business to the County...**

- in fueling local economic growth
- providing new jobs
- creating new local tax revenues
- offering new entrepreneurial opportunity to those historically under-represented in business

#### **The County can play a positive role in helping small business grow...**

- as a multi-billion dollar purchaser of goods and services
- as a broker of intergovernmental cooperation among numerous local jurisdictions
- by greater outreach in providing information and training
- by simplifying the bid/proposal process
- by maintaining selection criteria which are fair to all
- by streamlining the payment process

### **WE THEREFORE SHALL:**

1. Constantly seek to streamline and simplify our processes for selecting our vendors and for conducting business with them.
2. Maintain a strong outreach program, fully-coordinated among our departments and districts, as well as other participating governments to: a) inform and assist the local business community in competing to provide goods and services; b) provide for ongoing dialogue with and involvement by the business community in implementing this policy.
3. Continually review and revise how we package and advertise solicitations, evaluate and select prospective vendors, address subcontracting and conduct business with our vendors, in order to: a) expand opportunity for small business to compete for our business; and b) to further opportunities for all businesses to compete regardless of size.
4. Insure that staff who manage and carry out the business of purchasing goods and services are well trained, capable and highly motivated to carry out the letter and spirit of this policy.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract 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 such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "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 chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

### **2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the 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 the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)



Department of the Treasury  
Internal Revenue Service

## Notice 1015

(Rev. December 2007)

### Have You Told Your Employees About the Earned Income Credit (EIC)?

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#### What Is the EIC?

The EIC is a refundable tax credit for certain workers.

#### Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

**Note.** You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

#### How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at [www.irs.gov](http://www.irs.gov) or by calling 1-800-829-3676.

#### How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

#### How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

#### How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

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Notice 1015 (Rev. 12-2007)  
Cat. No. 205991

Title 2 ADMINISTRATION  
Chapter 2.206.010 through 2.206.080  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.040 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
Chapter 2.206.010 through 2.206.080  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.050 Administration and compliance certification.**

A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.

B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

A. This chapter shall not apply to the following contracts:

1. Chief Executive Office delegated authority agreements under \$50,000;
2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
3. A purchase made through a state or federal contract;
4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
7. Program agreements that utilize Board of Supervisors' discretionary funds;
8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.

B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
Chapter 2.206.010 through 2.206.080  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.070 Applicability.**

A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.

B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.

C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. No. 2009-0026 § 1 (part), 2009.)

LISTING OF CONTRACTORS DEBARRED  
IN LOS ANGELES COUNTY

List of Debarred Contractors in Los Angeles County may be obtained by going to the following website:

[http://lacounty.info/doing\\_business/DebarmentList.htm](http://lacounty.info/doing_business/DebarmentList.htm)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

### How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

### What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

### Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

### Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

### What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

### What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

### Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



**APPENDIX I**  
**MODEL MASTER AGREEMENT**



**MASTER AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**CHIEF EXECUTIVE OFFICE**

**AND**

**(CONTRACTOR)**

**FOR**

**HEARING OFFICER SERVICES**

**MODEL MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
<b>RECITALS</b> .....		<b>1</b>
<b>1.0 APPLICABLE DOCUMENTS</b> .....		<b>2</b>
<b>2.0 DEFINITIONS</b> .....		<b>3</b>
<b>3.0 WORK</b> .....		<b>4</b>
<b>4.0 TERM OF MASTER AGREEMENT</b> .....		<b>6</b>
<b>5.0 CONTRACT SUM</b> .....		<b>6</b>
<b>6.0 ADMINISTRATION OF MASTER AGREEMENT- COUNTY</b> .....		<b>8</b>
6.1 COUNTY'S MASTER AGREEMENT PROGRAM DIRECTOR.....		8
6.2 COUNTY'S PROJECT DIRECTOR .....		8
6.3 COUNTY'S WORK ORDER DIRECTOR .....		8
6.4 COUNTY'S PROJECT MANAGER .....		9
<b>7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR</b> .....		<b>9</b>
7.1 CONTRACTOR'S PROJECT MANAGER.....		9
7.2 CONTRACTOR'S AUTHORIZED OFFICIAL(S).....		10
7.3 APPROVAL OF CONTRACTOR'S STAFF .....		10
7.4 CONTRACTOR'S STAFF IDENTIFICATION.....		10
7.5 BACKGROUND AND SECURITY INVESTIGATIONS.....		11
7.6 CONFIDENTIALITY .....		12
<b>8.0 STANDARD TERMS AND CONDITIONS</b> .....		<b>14</b>
8.1 AMENDMENTS.....		14
8.2 ASSIGNMENT AND DELEGATION.....		15
8.3 AUTHORIZATION WARRANTY .....		15
8.4 COMPLAINTS.....		16
8.5 COMPLIANCE WITH APPLICABLE LAW.....		16
8.6 COMPLIANCE WITH CIVIL RIGHTS LAWS.....		17
8.7 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM .....		17
8.8 CONFLICT OF INTEREST.....		19
8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST .....		19
8.10 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....		20
8.11 CONTRACTOR RESPONSIBILITY AND DEBARMENT .....		20
8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....		23

**MODEL MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>TITLE</u>	<u>PAGE</u>
8.13	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	23
8.14	COUNTY'S QUALITY ASSURANCE PLAN.....	23
8.15	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....	24
8.16	EMPLOYMENT ELIGIBILITY VERIFICATION.....	24
8.17	FACSIMILE REPRESENTATIONS.....	24
8.18	FAIR LABOR STANDARDS.....	25
8.19	FORCE MAJEURE.....	25
8.20	GOVERNING LAW, JURISDICTION, AND VENUE .....	26
8.21	INDEPENDENT CONTRACTOR STATUS.....	26
8.22	INDEMNIFICATION .....	26
8.23	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE .....	27
8.24	INSURANCE COVERAGE .....	31
8.25	LIQUIDATED DAMAGES.....	34
8.26	MOST FAVORED PUBLIC ENTITY.....	36
8.27	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	36
8.28	NON EXCLUSIVITY .....	37
8.29	NOTICE OF DELAYS.....	37
8.30	NOTICE OF DISPUTES.....	37
8.31	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....	38
8.32	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	38
8.33	NOTICES .....	38
8.34	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	38
8.35	PUBLIC RECORDS ACT .....	38
8.36	PUBLICITY.....	39
8.37	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	40
8.38	RECYCLED BOND PAPER .....	41
8.39	SUBCONTRACTING.....	41
8.40	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM .....	42
8.41	TERMINATION FOR CONVENIENCE.....	42

**MODEL MASTER AGREEMENT PROVISIONS  
TABLE OF CONTENTS**

<b><u>PARAGRAPH</u></b>	<b><u>TITLE</u></b>	<b><u>PAGE</u></b>
8.42	TERMINATION FOR DEFAULT .....	43
8.43	TERMINATION FOR IMPROPER CONSIDERATION .....	45
8.44	TERMINATION FOR INSOLVENCY .....	45
8.45	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	46
8.46	TERMINATION FOR NON-APPROPRIATION OF FUNDS .....	46
8.47	VALIDITY .....	46
8.48	WAIVER .....	46
8.49	WARRANTY AGAINST CONTINGENT FEES .....	47
8.50	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	47
8.51	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	47
SIGNATURES.....		53

**STANDARD EXHIBITS**

- A STATEMENT OF WORK**
- B CONTRACTOR'S EEO CERTIFICATION**
- C JURY SERVICE ORDINANCE**
- D SAFELY SURRENDERED BABY LAW**
- E CONTRACTOR'S ACKNOWLEDGEMENT & CONFIDENTIALITY AGREEMENT**

Appendix I  
Model Master Agreement

**MASTER AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES,  
CHIEF EXECUTIVE OFFICE  
AND  
\_\_\_\_\_  
FOR  
HEARING OFFICER SERVICES**

This Master Agreement and Exhibits made and entered into as of the Effective Date by and between the County of Los Angeles, Chief Executive Office, hereinafter referred to as "County", and \_\_\_\_\_, hereinafter referred to as "Contractor", to provide Hearing Officer Services.

**RECITALS**

**WHEREAS**, the County may contract with private businesses for Hearing Officer Services when certain requirements are met; and

**WHEREAS**, the Contractor has the qualifications and possesses the competence and expertise necessary to provide such Services described hereunder; and

**WHEREAS**, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

**WHEREAS**, the Board of Supervisors has authorized the Chief Executive Officer or designee to execute and administer this Master Agreement; and

**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, B, C, D and E 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 shall be resolved by giving

precedence first to the Master Agreement and then to the Exhibits according to the following priority:

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B - Contractor's EEO Certification
- 1.3 EXHIBIT C - Jury Service Ordinance
- 1.4 EXHIBIT D - Safely Surrendered Baby Law
- 1.5 EXHIBIT E - Contractor's Acknowledgement & Confidentiality Agreement

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 shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## 2.0 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 shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions of the Master Agreement and whose evidence of insurance requirements have all been received by the Chief Executive Office (CEO).
- 2.2 **Contractor Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.4 **County Project Manager:** Person designated by County with authority for County on contractual or administrative matters relating to this Master Agreement that cannot be resolved by the County's Program Monitor.
- 2.5 **County Program Monitor:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.9 **Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the performance of requested services.
- 2.10 **Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the CEO.

- 2.11 **Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.12 **Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.13 **Statement of Work:** A written description of tasks and/or deliverables desired by County for Hearing Officer Services.

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in *Exhibit A – Statement of Work*.
- 3.2 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in this Master Agreement as originally written or modified in accordance with sub-paragraph 8.1, Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claim whatsoever against County.

### 4.0 TERM OF MASTER AGREEMENT

This Master Agreement is effective upon the date of its execution by Chief Executive Officer or his/her designee as authorized by the Board of Supervisors. This Master Agreement shall expire on October 31, 2017 unless sooner extended or terminated, in whole or in part, as provided herein.

### 5.0 CONTRACT SUM

- 5.1 Funds will only be expended when Services are needed. Payments made for work completed will be charged to the appropriate General, Special and/or Enterprise Fund. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to the CEO by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.2 The Contractor shall 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 the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.
- 5.3 **No Payment for Services Provided Following Expiration/ Termination of Master Agreement**

Contractor shall 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 shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

#### 5.4 **Invoices and Payments**

5.4.1 Contractor shall invoice County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A – Statement of Work* and elsewhere hereunder.

5.4.2 Contractor's invoices shall be priced in accordance with *Exhibit A – Statement of Work*.

5.4.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.

5.4.5 Invoices under this Master Agreement shall be submitted to the County's Program Monitor, in accordance with *Exhibit A – Statement of Work*.

##### 5.4.6 **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 Master Agreement Number;
- Period of performance of work being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

##### 5.4.7 **County Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of County's Program Monitor 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 of properly prepared invoices by the County.

##### 5.4.8 **Local Small Business Enterprises – Prompt Payment Program**

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

## 6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

### COUNTY ADMINISTRATION

The County shall notify the Contractor in writing of any change in the names or addresses of County Administration as shown herein.

#### 6.1 County's Project Manager

The County's Project Manager, or designee, has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the CEO and Contractor. The County's Project Manager shall be:

Arturo Berumen  
Risk Management Operations  
CEO/Risk Management Branch  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

6.1.2 The responsibilities of the County's Project Manager include:

- Ensuring that the objectives of this Master Agreement are met;
- Making changes in the terms and conditions of this Master Agreement in accordance with Sub-paragraph 8.1, "Amendments."

#### 6.2 County's Program Monitor

The County's Program Monitor is County's chief contact person with respect to the day-to-day administration of this Master Agreement. The County's Program Monitor shall assign work, and generally be the first person for Contractor to contact with any questions. The County's Program Monitor shall be:

Tammy Usher  
Risk Management Operations  
CEO/Risk Management Branch  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010  
(213) 738-2143  
[tusher@ceo.lacounty.gov](mailto:tusher@ceo.lacounty.gov)

6.2.1 The responsibilities of the County's Program Monitor include:

- Overseeing the day-to-day administration of this Master Agreement;
- Meeting or conferring with Contractor's Project Manager on an as-needed basis;
- Coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project; and
- Providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

## 7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

**7.1 Contractor's Project Manager**

7.1.1 Contractor's Project Manager shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail address:\_\_\_\_\_

The Contractor shall 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 shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Program Monitor on a regular basis with respect to all work assignments.

7.1.3 Contractor's Project Manager shall be authorized to act for and bind Contractor in all matters relating to the administrative aspects of this Master Agreement.

**7.2 Contractor's Authorized Official**

7.2.1 Contractor's Authorized Official shall be the following person who shall be a full-time employee of Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail address:\_\_\_\_\_

7.2.2 Contractor shall promptly notify County in writing of any change in the name or address of Contractor's Authorized Official.

7.2.3 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 shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

**7.4 Background and Security Investigations**

- 7.4.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.5 Confidentiality**

- 7.5.1 Contractor shall 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.
- 7.5.2 Contractor shall 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 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall 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.

- 7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 The County's Board of Supervisors 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 of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and by the Chief Executive Officer or his/her designee.
- 8.1.2 The Chief Executive Officer, or his/her designee, may, at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. The Contractor agrees that such extensions of time shall 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 shall be prepared and executed by the Contractor and by the Chief Executive Officer or his/her designee.

### **8.2 ASSIGNMENT AND DELEGATION**

- 8.2.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall 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 shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way

as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Master Agreement.

- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the 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, shall 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 shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### **8.3 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.5 COMPLIANCE WITH APPLICABLE LAW**

- 8.5.1 In the performance of this Contract, Contractor shall 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 Contract are hereby incorporated herein by reference.
- 8.5.2 Contractor shall 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 8.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall 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 shall 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 shall 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**

The 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 shall, 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. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

## **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, a copy of which is attached as Exhibit D and incorporated by reference into and made part of this Master Agreement.

### **8.7.2 Written Employee Jury Service Policy**

1. 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 shall have and adhere to a written policy that provides that its Employees shall receive from the 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 the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract 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 contracts 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 shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall 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 shall 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.
4. Contractor's violation of this sub-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 contracts 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, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall 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 The Contractor shall 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. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall 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 sub-paragraph 8.8 shall be a material breach of this Master Agreement.

**8.9 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall 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/GROW PROGRAM PARTICIPANTS**

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall 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 General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.10.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall 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**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the 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 the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract 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**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. 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 shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. 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 the 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.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the 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 shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall 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 shall also apply to Subcontractors of County Contractors.

**8.12 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The 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 in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

**8.13 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

8.13.1 The 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 the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain in 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 shall 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 will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the 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 shall 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 shall 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 shall be repaid by Contractor by cash payment upon demand.

#### **8.16 EMPLOYMENT ELIGIBILITY VERIFICATION**

- 8.16.1 The 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. The Contractor shall 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. The Contractor

shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the 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 FACSIMILE REPRESENTATIONS**

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.18 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall 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 the Contractor's employees for which the County may be found jointly or solely liable.

#### **8.19 FORCE MAJEURE**

- 8.19.1 Neither party shall 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 sub-paragraph as "force majeure events").

- 8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall 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 shall 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 subparagraph, 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 shall be governed by, and construed in accordance with, the laws of the State of California. The 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 shall 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 the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.21.2 The Contractor shall 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 shall 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 the Contractor.

8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall 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 the Contractor pursuant to this Master Agreement.

8.21.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

## **8.22 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents 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 or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

## **8.23 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. 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 Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **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 the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 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 Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall 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 the Contractor, its insurance broker(s) and/or insurer(s),

shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Chief Executive Office/Risk Management Operations  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010  
Attention: Tammy Usher, Program Monitor

Contractor also shall 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 shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, 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 of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall 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 shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall 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 Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

#### **8.23.4 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

**8.23.5 Insurer Financial Ratings**

Coverage shall 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 Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

**8.23.7 Waivers of Subrogation**

To the fullest extent permitted by law, the 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 Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.23.8 Sub-Contractor Insurance Coverage Requirements**

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

**8.23.9 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall 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 shall 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 shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract 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 shall 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 shall 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:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 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 shall cover liability arising out of

Contractor's use of autos pursuant to this Contract, 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 shall 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, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall 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 Contract, with limits of not less than \$1 million per claim and \$1 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

## 8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall 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 The Contractor shall certify to, and comply with, the provisions of *Exhibit C - Contractor's EEO Certification*.

8.27.3 The Contractor shall 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 shall 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 The 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 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, 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 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this sub-paragraph 8.27 have been violated, such violation shall 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 Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, 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 shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall 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 shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.30 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County LTD Project Manager or County Project Director is not able to resolve the dispute, the Chief Executive Officer or designee shall resolve it.

**8.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall 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 shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.32 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall 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 where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of this Master Agreement and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.33 NOTICES**

8.33.1 All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and may, at the option of the party giving notice, be hand delivered with signed receipt or by enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in the United States post Office or substation thereof, or any public mail box.

The notices and envelopes containing same to County shall be addressed to:

Arturo Berumen  
Risk Management Operations  
CEO/Risk Management Branch  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

The notices and envelopes containing same to Contractor shall be addressed to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8.33.2 In the event of suspension or termination of this Agreement, notices may also be given upon personal delivery to any person whose actual

knowledge of such suspension or termination would be sufficient notice to Contractor.

#### **8.34 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

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

#### **8.35 PUBLIC RECORDS ACT**

8.35.1 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 sub-paragraph 8.37 - 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 Request for Statement of Qualifications (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 shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall 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.

8.35.2 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", the 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.

#### **8.36 PUBLICITY**

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

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall 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 shall not unreasonably withhold written consent.

- 8.36.2 The 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 sub-paragraph 8.36 shall apply.

### **8.37 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

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

- 8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.37.3 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 the 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 the Contractor, then the difference shall be either: a) repaid by the 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 the 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 the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

### **8.38 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

### **8.39 SUBCONTRACTING**

8.39.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.39.2 If the Contractor desires to subcontract, the Contractor shall 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.

8.39.3 The Contractor shall 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.

8.39.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.39.5 The County's consent to subcontract shall 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. The Contractor is responsible to notify its subcontractors of this County right.

8.39.6 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 shall forward a fully executed subcontract to the County for their files.

- 8.39.7 The Contractor shall 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.
- 8.39.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Tammy Usher  
Program Monitor  
Risk Management Operations  
Chief Executive Office  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010  
[tusher@ceo.lacounty.gov](mailto:tusher@ceo.lacounty.gov)

before any subcontractor employee may perform any work hereunder.

#### **8.40 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.13 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall 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 shall be grounds upon which the County may terminate this Master Agreement pursuant to sub-paragraph 8.42 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

#### **8.41 TERMINATION FOR CONVENIENCE**

- 8.41.1 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 shall be effected 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 shall be no less than ten (10) days after the notice is sent.
- 8.41.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall 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 shall not have been terminated by such notice.

8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with sub-paragraph 8.37, Record Retention AND Inspection/Audit Settlement.

## **8.42 TERMINATION FOR DEFAULT**

8.42.1 The County may, by written notice to the 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.

8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in sub-paragraph 8.42.1, 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. The Contractor shall 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. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.42.2 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 the 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 the 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 the Contractor and subcontractor, and without the fault or

negligence of either of them, the Contractor shall 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 the Contractor to meet the required performance schedule. As used in this sub-paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.42, or that the default was excusable under the provisions of sub-paragraph 8.42.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.41 - Termination for Convenience.

8.42.5 The rights and remedies of the County provided in this sub-paragraph 8.42 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.43 TERMINATION FOR IMPROPER CONSIDERATION**

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the 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 this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.43.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.44 TERMINATION FOR INSOLVENCY**

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall 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 the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.44.2 The rights and remedies of the County provided in this sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

#### **8.45 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

#### **8.46 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the 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 shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.47 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 shall not be affected thereby.

#### **8.48 WAIVER**

No waiver by the County of any breach of any provision of this Master Agreement shall 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 shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.48 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

**8.49 WARRANTY AGAINST CONTINGENT FEES**

8.49.1 The 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 the Contractor for the purpose of securing business.

8.49.2 For breach of this warranty, the County shall 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.

**8.50 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 contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

**8.51 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 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**AUTHORIZATION OF MASTER AGREEMENT FOR  
HEARING OFFICER SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Chief Executive Officer 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 \_\_\_\_\_  
Chief Executive Officer

By \_\_\_\_\_  
Contractor

Signed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrea Sheridan Ordin,  
County Counsel

By \_\_\_\_\_  
Deputy County Counsel

**HEARING OFFICER SERVICES  
STATEMENT OF WORK**

**1.0 SCOPE OF WORK**

- 1.1 The Contractor is expected to be present at both the Pre-Hearing Conference and the Hearing to ensure that all parties receive a fair chance to present their case. The Contractor will decide the outcome of the Hearing and render a written decision for claims that were denied, terminated, or suspended. (Note: If the Claimant fails to submit their Hearing Statement in a timely manner, the Program Monitor may request that the Hearing Officer render a decision based on the documents on file at that time).
- 1.2 All services performed and decisions rendered by the Contractor must be in compliance with the Los Angeles County Code, Chapters 5.27 and 5.28, Long-Term Disability Plan, and 5.38, Long-Term Disability and Survivor Benefit Plan (which are available online at <http://search.municode.com/html/16274/index.htm>), and pursuant to any specific requirements imposed by County.
- 1.3 Services include, but are not limited to, conducting and recording the Pre-Hearing Conference and the Hearing, review evidence, and render a written decision, which shall contain the proposed findings of fact, conclusions of law, and the Contractor's decision. (See *Attachment I - Appeal and Hearing Procedures*).
- 1.4 The Pre-Hearing Conference and Hearing are held at the address listed below. Parking for the Contractor will be validated by the County for Pre-Hearing Conferences and Hearings.

County of Los Angeles  
Chief Administrative Office/Risk Management Branch  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

- 1.5 A Pre-Hearing Conference may be conducted via telephone, if approved by County. A Pre-Hearing Conference via telephone must be tape recorded by the Contractor.
- 1.6 The Contractor may be requested to meet with the County's Program Monitor on occasion to discuss Hearing practices and Contractor's performance. Such meetings shall occur only if needed, but no more than twice annually.

**2.0 SPECIFIC TASKS**

- 2.1 Upon notification from the County's Program Monitor assigning a case and date for the Pre-Hearing Conference, the Contractor shall respond within two (2) business days acknowledging his/her acceptance or rejection of the date and time for the Pre-Hearing Conference. If the Contractor fails to respond within two (2) business days, or rejects two (2) proposed dates for the Pre-Hearing Conference, the case will be assigned to another hearing officer.
- 2.2 A Hearing shall be held within forty-five (45) calendar days of receipt of the claimant's Pre-Hearing statement by the County's Program Monitor. Upon notification from the County's Program Monitor of a scheduled date for the Hearing, the Contractor shall

respond within two (2) business days acknowledging his/her acceptance or rejection of the date and time for the Hearing. If the Contractor fails to respond within two (2) business days, or rejects two (2) proposed dates, the case will be assigned to another hearing officer.

- 2.3 Contractor shall render a written decision within forty-five (45) calendar days from the Hearing date; but not later than sixty (60) calendar days after the Hearing date, if additional documentation or information were requested and/or not submitted timely, as validated by the County's Program Monitor.
- 2.4 The Contractor shall provide two (2) original signed copies of the written decision to:

County of Los Angeles  
Risk Management Operations/Long Term Disability  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010.

**NOTE: THE WRITTEN DECISION IS A CONFIDENTIAL DOCUMENT**

- 2.5 The written decision shall be in the format specified by the County and shall be well-written in a clear, concise and professional manner, grammatically correct and free of errors.
- 2.6 Upon request by County, Contractor shall provide copies of recordings of proceedings and/or the administrative records, including exhibits and briefs.

**3.0 COMPENSATION AND EXPENSES**

- 3.1. If the written decision is rendered within forty-five (45) calendar days after the Hearing date (or request by the County's Program Monitor, if Claimant failed to submit their Hearing Statement in a timely manner), Contractor shall be entitled to ONE HUNDRED DOLLARS (\$100.00) per hour, not to exceed \$2,400 per case.
- 3.2 If the written decision is rendered within sixty (60) calendar days after the Hearing date, due to additional evidence having been submitted, Contractor shall be entitled to ONE HUNDRED DOLLARS (\$100.00) per hour, not to exceed \$2,400 per case.
- 3.3 If the written decision is rendered later than forty-five (45) or sixty (60) calendar days from the Hearing date, as specified in 3.2 above, Contractor shall be entitled to FIFTY DOLLARS (\$50.00) per hour, not to exceed \$1,200 per case.
- 3.4 If the written decision is not rendered within ninety (90) calendar days after the Hearing date, the County may transfer the case to another hearing officer, in which case the Contractor shall not receive any fee for services performed in connection with said case. The Contractor will also be removed from the Hearing Officer Panel for failure to perform.
- 3.5 All out-of-pocket expenses, including but not limited to transportation, photocopies, secretarial services, postage, tape recorder, cassette tapes, batteries, etc. are the responsibility of the Contractor and shall not be reimbursed by the County.

#### **4.0 INVOICING AND PAYMENT**

- 4.1 Invoices shall be submitted to the County's Program Monitor, at the address listed in 2.4 above, within fifteen (15) business days after the rendering of the written decision.
- 4.2 The invoice shall identify the case number, claimant's name, department number, dates of performance of work being invoiced, and provide a detailed listing of the number of hours spent in Pre-Hearing review, the Hearing, and preparation of the written decision. The invoice shall contain at least the following information:
- Date, time attributable, name of person and nature of services rendered
  - Hourly rate, total hours, and total amount for each person rendering services
  - Signature on statement or cover letter
- 4.3 At the sole discretion of the County's Program Monitor, fees for partial services provided may be paid at the rate of \$50 per hour, based upon invoicing, when a written case decision is not rendered due to circumstances out of control of the Contractor, such as a claimant withdraws their appeal.

#### **5.0 HEARING OFFICER ETHICS**

- 5.1 The Contractor may recuse himself/herself based on a perceived conflict of interest, but in any event shall advise the parties of any facts which may raise a possible conflict of interest or which may give the appearance of a conflict of interest. Such advisement shall be given to the County's Program Monitor immediately upon notification of an assignment, prior to the Pre-Hearing Conference or at any time during the process when the Hearing Officer becomes aware of a potential conflict. The County's Program Monitor shall make the final determination regarding any possible conflict and may reassign the case to another Hearing Officer.
- 5.2 All questions regarding a specific case, or about the County's LTD Plan process, must be directed solely to the County's Program Monitor and must be received in writing via e-mail.**

#### **6.0 COUNTY'S RESPONSIBILITIES**

- 6.1 Schedule Pre-Hearing Conferences and Hearings with the Contractor, claimant, and Third Party Administrator (TPA).
- 6.2 Arrange for conference room for Pre-Hearing Conferences and Hearings.
- 6.3 Send Pre-Hearing Conference Notices and Hearing Notices to the Contractor, claimant and TPA.
- 6.4 Distribute the Contractor's written decision to the claimant and TPA.

**7.0 COUNTY'S LTD TPA RESPONSIBILITIES**

- 7.1 Provide the County's Program Monitor with the TPA's first Denial Notice, claimant's appeal letter, Appeal Denial by TPA, claimant's letter requesting a Hearing and any other letters or documentation related to the claim.
- 7.2 Provide a copy of the Pre-Hearing Conference Statement to the claimant, the Hearing Officer and the County's Program monitor at the time of the Pre-Hearing Conference.
- 7.3 Represent the County's best interests at the Pre-Hearing Conference and the Hearing.

## ATTACHMENT I

**COUNTY OF LOS ANGELES  
LONG-TERM DISABILITY AND SURVIVOR BENEFIT PLAN****APPEAL AND HEARING PROCEDURES****PURPOSE**

To prescribe the method to be used in the appointment of a Hearing Officer and the procedures to be followed in the conduct of a hearing concerning the denial or cancellation of benefits under the County's Long-Term Disability and Survivor Benefit Plan.

**I. LEGAL AUTHORITY**

The County of Los Angeles Long-Term Disability plan adopted by the Board of Supervisors on July 1, 1981, is contained in Sections 5.27, 5.28 and 5.38 of the County Code. The appeal provision of Chapters 5.27 and 5.28 is contained in County Code Sections 5.27.470(F) and 5.28.470(F), respectively, and provides that:

“A Participant may appeal the denial, cessation, or cancellation of benefits under the LTD Plan by filing written notice of appeal with the Claims Administrator, together with any pertinent supporting medical documentation. The matter shall then be reviewed by the CEO, or his designee, and a final decision shall be rendered in accordance with the procedures established for such purpose in the Election Information. The appeal from the Participant, and the final decision from the CEO, or his designee, shall be completed within the time frames set forth in the Election Information.

The appeal provision of Chapter 5.38 is contained in County Code Section 5.38.030(F) and provides that:

“A claimant may appeal the denial, cessation, or cancellation of a benefit under this Plan by filing a written notice of appeal with the Chief Executive Officer within 60 days of the notice of denial, cessation or cancellation of the benefit. The matter shall then be reviewed by a Hearing Officer designated by the County. The Hearing Officer shall conduct a full and fair hearing and render a decision, which shall be final.”

## II. PRE-HEARING PROCEDURES

### A. Assignment for Hearing and Appointment of Hearing Officer

Upon receipt of a written appeal from the claimant of the denial, cessation, or cancellation of a benefit under the Long-Term Disability Plan (hereinafter referred to as "LTD"), the Chief Executive Officer (hereinafter referred to as "CEO") shall assign the case for a pre-hearing and select a Hearing Officer from the Hearing Officer Panel (hereinafter referred to as "Panel"). Selection shall be made by rotation when possible through the Panel.

### B. Notification to Parties

Within fifteen (15) calendar days from the final appointment of the Hearing Officer, CEO shall notify the Claimant and the County LTD Plan Administrator that the case is set for a pre-hearing. The notice shall set forth the name of the Hearing Officer and a copy of the hearing procedures.

### C. Setting of Pre-Hearing Conference Date and Request for Hearing Statement

The CEO shall notify all parties no later than fifteen (15) calendar days from the final appointment of the Hearing Officer of:

- (1) The time and place of the pre-hearing, which is to commence no later than forty-five (45) calendar days thereafter.
- (2) The necessity of the County LTD Plan Administrator to prepare a pre-hearing statement to be available at the pre-hearing conference.
- (3) The requirement of a pre-hearing conference for the purpose of presenting the pre-hearing statement to the Claimant along with presenting documentary evidence to be used by the County LTD Plan Administrator in support of their decision. A pre-hearing conference between the parties is required to be held at least five (5) calendar days prior to the hearing date.
- (4) To advise the Claimant that a hearing statement must be provided to the County LTD Plan Administrator no later than sixty (60) days after the pre-hearing.

### D. Hearing Statement

The Claimant shall provide a hearing statement prior to the setting of a hearing date, as required in C (4), above. Note: If the Claimant fails to submit their Hearing

Statement in a timely manner, the LTD claim will be closed; such claim may only be reopened at the sole discretion of the CEO.

Both the Pre-hearing Statement and the Hearing Statement shall contain the following:

1. A statement of the issues and the contentions of the parties, and a summary of the evidence to be presented;
2. A list and copies of any medical reports and depositions of medical witnesses upon which the Claimant or the County LTD Plan Administrator will rely;

### III. HEARING PROCEDURES

#### A. Conduct of Hearing

The hearing shall be formal but need not be conducted according to technical rules relating to evidence and witnesses.

- (1) Oral evidence shall be taken only under oath or affirmation.
- (2) Each party shall have the right to:
  - a) Call and examine witnesses;
  - b) Introduce exhibits;
  - c) Cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination;
  - d) Dismiss any witness regardless of which party first called the witness to testify;
  - e) Rebut evidence.
- (3) The Claimant may be called and examined as if under cross-examination, if the Claimant does not testify under direct testimony.

#### B. Privilege and Judicial Notice

The rules of official or judicial notice and privilege shall be effective to the same extent as in civil actions. The Hearing Officer shall take official notice of those matters which must be judicially noticed pursuant to Section 451 of the California Evidence Code, and may take official notice of those matters which may be judicially noticed of any matter specified in said Section 452 if the provisions of Section 453 of the evidence code are complied with by a party.

C. Findings of Fact and Decision

1. The Hearing Officer shall have forty-five (45) calendar days from the conclusion of the hearing to submit a Hearing Decision to the CEO, which shall be final.
2. The Hearing Decision shall include:
  - a) Introduction;
  - b) Appearances;
  - c) Issues Presented;
  - d) Code Provisions utilized for the decision;
  - e) Summary of the Evidence Presented and Analysis;
  - f) Findings of Fact;
  - g) Conclusions;
  - h) Decision.
3. The CEO shall provide the Hearing Decision to the claimant and the LTD Plan Administrator.

D. Transcripts of Hearings

Hearings shall be recorded via audiotape. The audiotape shall be maintained by the Hearing Officer at the conclusion of the claim and retained for five (5) years. The Hearing Officer shall provide the tape recording device and assure that testimony ceases while tapes are changed. Copies of audio transcripts are available upon written request and will be provided at the requesting party's expense. If either party desires to have a court reporter make a transcript of the hearing or produce a transcript from the audiotape that party shall do so at their own expense.

E. Alteration of Time Requirements

Nothing in these procedural rules is to be construed as preventing the parties from stipulating to intervals other than those prescribed above. The Hearing Officer may for good cause shown, after giving both parties an opportunity to be heard, shorten or lengthen the times specified above. Upon showing of good cause, and with CEO's approval, time requirements may be waived.

F. Definition of Time Requirements

All time requirements are referencing calendar days. Any time requirement falling on a weekend or holiday shall be advanced to the next business day.

## ATTACHMENT II

**Sample Pre-Hearing Conference Notice**

Date

John Doe  
1234 State St.  
Los Angeles, CA 90010

Dear Mr. Doe:

**LONG-TERM DISABILITY HEARING**

Your Long Term Disability (LTD) Hearing Statement was received. A Hearing with \_\_\_\_\_, the Hearing Officer who will adjudicate your LTD claim, #790805, has been set for:

**Thursday, July 8, 2010 at 11:30 am**

Chief Executive Office/Risk Management Branch  
3333 Wilshire Blvd., Suite 820  
Los Angeles, CA 90010

Parking will be provided and validated for the time of your Hearing. The entrance to the parking structure is on Catalina Street under the building.

If you are not in attendance the Hearing Officer may render a decision based on the information on file.

Sincerely,

WILLIAM T FUJIOKA  
Chief Executive Officer

Tammy Usher  
Risk Management Branch

WTF:DS  
TU:tv

c: \_\_\_\_\_, Hearing Officer  
\_\_\_\_\_, Sedgwick CMS

## ATTACHMENT III

**Sample Pre-Hearing Conference Summary**

Date

John Doe  
1234 State St.  
Los Angeles, CA 90010

Dear Mr. Doe:

**LONG-TERM DISABILITY CLAIM #790805**

This letter confirms the following:

- A pre-hearing conference was held on April 12, 2010 in preparation for a hearing requested on the above referenced Long-Term Disability (LTD) claim.
- The issue to be decided by the Hearing Officer, \_\_\_\_\_, is whether you are entitled to receive LTD benefits, Claim #790805, in accordance with the provisions of the LTD Plan, as determined by the Los Angeles County Code.
- A representative from Sedgwick, \_\_\_\_\_, submitted a pre-hearing statement, which was provided to you at the pre-hearing. This statement included evidence to support Sedgwick's determination that the qualifications for LTD were not met.

Please prepare your hearing statement, as requested in the pre-hearing conference, with supporting issues and additional evidence. Two copies of your hearing statement must be **postmarked no later than June 11, 2010**, and sent to Sedgwick CMS, c/o \_\_\_\_\_, P.O. Box 9830, Calabasas, CA 91372-0830. Failure to respond by June 11, 2010 will result in a hearing decision being made by the Hearing Officer based on the information in file.

If you have any questions, please call me at (213) 738-2143.

Sincerely,

WILLIAM T FUJIOKA  
Chief Executive Officer

Tammy Usher  
Risk Management Branch

WTF:DS  
TU:tv

c: \_\_\_\_\_, Sedgwick CMS

**CONTRACTOR'S EEO CERTIFICATION**

**JURY SERVICE ORDINANCE**

**SAFELY SURRENDERED BABY LAW**

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

Contractor 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 the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor’s Staff) that will provide services in the above referenced agreement are Contractor’s sole responsibility. Contractor understands and agrees that Contractor’s Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor’s Staff’s performance of work under the above-referenced Master Agreement.

Contractor understands and agrees that Contractor’s Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor’s Staff 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. Contractor understands and agrees that Contractor’s Staff 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.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor’s Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor’s Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor’s Staff 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. Contractor and Contractor’s Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor’s Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor’s Staff for the County.

Contractor and Contractor’s Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between Contractor and the County of Los Angeles. Contractor and Contractor’s Staff agree to forward all requests for the release of any data or information received to County’s Project Manager.

Contractor and Contractor’s Staff 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 Contractor and Contractor’s Staff under the above-referenced Master Agreement. Contractor and Contractor’s Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor’s Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor’s Staff shall keep such information confidential.

Contractor and Contractor’s Staff agree to report any and all violations of this agreement by Contractor and Contractor’s Staff and/or by any other person of whom Contractor and Contractor’s Staff become aware.

Contractor and Contractor’s Staff acknowledge that violation of this agreement may subject Contractor and Contractor’s Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_