County of Los Angeles
**CHIEF EXECUTIVE OFFICE**
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

MARK RIDLEY-THOMAS
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

October 5, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE MASTER AGREEMENT FOR LONG-TERM DISABILITY HEARING OFFICER SERVICES (ALL DISTRICTS – 3 VOTES)**

## SUBJECT

Request to approve a Master Agreement for Long-Term Disability (LTD) Hearing Officer Services and authorize the Chief Executive Officer (CEO) to enter into and execute additional Master Agreements with other firms, as-needed, throughout the term of the Master Agreement.

## IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the CEO or his designee to execute a non-exclusive Master Agreement for LTD Hearing Officer Services with each of the three firms listed on Attachment I, in a format substantially similar to the sample Master Agreement provided in Attachment II, which has been approved as to form by County Counsel, effective upon your Board's approval and through October 31, 2017.

2. Delegate authority to the CEO or his designee to enter into and execute Master Agreements for LTD Hearing Officer Services with additional firms throughout the seven-year term, providing these firms meet all minimum requirements and qualifications as outlined in the initial Request for Statement of Qualifications (RFSQ) dated July 2010.

3. Delegate authority to the CEO or his designee to approve and execute amendments to the Master Agreement for LTD Hearing Officer Services, as long as the amendments do not exceed the maximum term for the Master Agreement, do not exceed the maximum cost per case, are consistent with your original Board-approved intent of the Master Agreement, and are in conformance with any mandatory or otherwise your Board-ordered contract provisions.

## PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of this recommendation is to replace the existing Master Agreements which are scheduled to expire on October 31, 2010. The CEO has utilized an LTD Hearing Officer Services Master Agreement to provide a panel of independent hearing officers since 2005. Approval of the Master Agreements will enable the CEO to continue to maintain an adequate number of qualified, impartial hearing officers to resolve LTD claim appeals.

### Implementation of Strategic Plan Goals

Authorizing the Master Agreements supports the County's Strategic Plan Goal 1, Service Excellence; and Goal 4, Fiscal Responsibility.

## FISCAL IMPACT/FINANCING

The funding for these Master Agreements is included in the Fiscal Year 2010-11 Adopted Budget and expenses will be charged to the County's LTD Trust Fund.

## FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board adopted the County's LTD Plan on July 1, 1981. The *Los Angeles County Code*, Section 5.38.030 (F) provides that County employees who claim, and are subsequently determined ineligible to receive LTD benefits, may appeal such determinations through an administrative hearing process.

The CEO will assign cases to the hearing officers' panel on a rotational basis. The Master Agreement provides for compensation on an hourly basis at the rates set forth in the Master Agreement, not to exceed $2,400 per case.

The CEO also requests authorization to execute a Master Agreement with additional qualified firms throughout the term of the Master Agreement. Doing so will ensure the availability of a sufficient number of hearing officers, and LTD hearings to continue to be conducted efficiently and in a timely manner.

The Master Agreement has been approved as to form by County Counsel and includes all of your Board's required contract provisions, including those pertaining to compliance with the County's Child Support Program, consideration of GAIN participants for employment, adherence to County's Defaulted Property Tax Reduction Program, and Jury Service requirements. The CEO has determined that, because of the nature and frequency of the services, the proposed Master Agreement is not subject to the County's Living Wage Program (County Code Chapter 2.201).

## CONTRACTING PROCESS

An RFSQ was released in July 2010. The RFSQ was posted on the County's website, advertised in the Daily Journal, and notification was mailed and/or e-mailed to 40 firms. A total of five responses were received and reviewed for compliance with the RFSQ. References were also validated for each of the firms. Three firms were determined to be qualified and are being recommended for the Master Agreements.

Interested firms can also qualify at any time during the term of the Master Agreement in order to maximize the County's panel of as-needed hearing officers.

## IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the Master Agreement enables the CEO to continue obtaining qualified candidates to maintain a sufficient number of panel members to provide services.

## CONCLUSION

Please return one adopted copy of this letter to the CEO, Risk Management Branch.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:ES
SEN:KR:tv

Attachments

c: Executive Office, Board of Supervisors
County Counsel
Auditor-Controller

ATTACHMENT I

# MASTER AGREEMENT FOR
# LONG-TERM DISABILITY HEARING OFFICER SERVICES

## OCTOBER 2010

## PROPOSED FIRMS

| No. | Firm Name | Address |
|---|---|---|
| 1. | The ADR Coach<br>Angela Shaw, CEO | 3782 Welllington Road<br>Los Angeles, CA 90016 |
| 2. | Beck Consultants<br>Julia Beck, President | 4607 Lakeview Canyon Road, Suite 284<br>Westlake Village, CA 91361 |
| 3. | Robert Klepa, Principal | 2801 Oceanpark Boulevard, Suite 238<br>Santa Monica, CA 90405 |

# MASTER AGREEMENT

# BY AND BETWEEN

# COUNTY OF LOS ANGELES

# AND

# (CONTRACTOR)

# FOR
# HEARING OFFICER SERVICES

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**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**

# MASTER AGREEMENT BETWEEN
# COUNTY OF LOS ANGELES
# 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, hereinafter referred to as "County", and _____, hereinafter referred to as "Contractor", to provide Hearing Officer Services ("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 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 (CEO) 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 Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award and is further defined in Subparagraph 7.1 (Contractor's Project Manager) herein.

**2.2** **County Project Manager:** Person designated by County with authority for County on administrative matters relating to this Master Agreement that cannot be resolved by the County's Program Monitor, and is further defined in Subparagraph 6.1 (County's Project Manager).

**2.3** **County Program Monitor:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement and is further defined in Subparagraph 6.2 (County's Program Monitor).

**2.4** **Day(s):** Calendar day(s) unless otherwise specified.

**2.5** **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

**2.6** **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.

**2.7** **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 follow the procedure of obtaining an assignment under this Master Agreement and 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 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 CEO 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. 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 and conformance with the terms of Sub-paragraph 8.2 (Assignment and Delegation), contained herein.

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

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 Sub-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 Sub-paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Sub-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 Exhibit E ("Contractor Acknowledgement and Confidentiality Agreement").

## 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.

## 8.4 COMPLIANCE WITH APPLICABLE LAW

8.4.1 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.

8.4.2 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.

## 8.5 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).

## 8.6 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

**8.6.1 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.

**8.6.2 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.

## 8.7 CONFLICT OF INTEREST

8.7.1 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.

8.7.2 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 8.7 shall be a material breach of this Master Agreement.

## 8.8 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.

## 8.9 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.9.1 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.

8.9.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## 8.10 CONTRACTOR RESPONSIBILITY AND DEBARMENT

### 8.10.1 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.

### 8.10.2 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.

### 8.10.3 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.

### 8.10.4 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.

**8.10.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

## 8.11 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.

## 8.12 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.12.1 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.

8.12.2 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).

## 8.13 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.

## 8.14 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.14.1 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.

8.14.2 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.

## 8.15 EMPLOYMENT ELIGIBILITY VERIFICATION

8.15.1 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.

8.15.2 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.

## 8.16 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.

## 8.17 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.

## 8.18 FORCE MAJEURE

8.18.1 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").

8.18.2 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 sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.18.3 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.

## 8.19 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.

## 8.20 INDEPENDENT CONTRACTOR STATUS

8.20.1 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.

8.20.2 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.

8.20.3 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.

8.20.4 The Contractor shall adhere to the provisions stated in Sub-paragraph 7.5 (Confidentiality).

## 8.21 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.

## 8.22 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 8.21 and 8.22 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.

8.22.1 **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.

8.22.2 **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.

8.22.3 **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.

8.22.4 **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.

8.22.5 **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.

8.22.6 **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.

8.22.7 **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.

8.22.8 **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.

8.22.9 **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.

8.22.10 **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.

8.22.11 **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.

8.22.12 **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.

8.22.13 **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.

8.22.14 **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.

8.23 **INSURANCE COVERAGE**

8.23.1 **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 |

8.23.2 **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.

8.23.3 **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.

8.23.4 **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.

## 8.24 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.24.1 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.

8.24.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C (Contractor's EEO Certification).

8.24.3 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.

8.24.4 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.

8.24.5 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.

8.24.6 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 8.24 when so requested by the County.

8.24.7 If the County finds that any provisions of this Sub-paragraph 8.24 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.

8.24.8 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.

**8.25 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.

**8.26 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.

**8.27 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.

**8.28 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.

**8.29 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 for printing purposes.

## 8.30 NOTICES

8.30.1 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:

_____
_____
_____

8.30.2 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.

## 8.31 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.

## 8.32 PUBLIC RECORDS ACT

8.32.1 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 8.34 (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.

8.32.2 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.

## 8.33 PUBLICITY

8.33.1 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.

8.33.2 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 8.33 shall apply.

## 8.34 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.

8.34.1 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).

8.34.2 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.

8.34.3 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.

## 8.35 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.

## 8.36 SUBCONTRACTING

8.36.1 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.

8.36.2 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.

8.36.3 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.

8.36.4 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.

8.36.5 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.

8.36.6 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.

8.36.7 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.

8.36.8 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, and provide to:

Tammy Usher, Program Monitor
CEO/Risk Management Branch
3333 Wilshire Blvd., Suite 820
Los Angeles, CA 90010
tusher@ceo.lacounty.gov

before any subcontractor employee may perform any work hereunder.

**8.37 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 8.12 (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 8.39 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.38 TERMINATION FOR CONVENIENCE**

8.38.1 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.

8.38.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:

- Stop work 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.

8.38.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement shall be maintained by the Contractor in accordance with Sub-paragraph 8.34 (Record Retention and Inspection/Audit Settlement).

**8.39 TERMINATION FOR DEFAULT**

8.39.1 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.

8.39.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Sub-paragraph 8.39.1, 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.

8.39.3 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 8.39.2 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 8.39.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.39.4 If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.39, it is determined by the County that the Contractor was not in default under the provisions of this Sub-paragraph 8.39, or that the default was excusable under the provisions of Sub-paragraph 8.39.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.38 (Termination for Convenience).

8.39.5 The rights and remedies of the County provided in this Sub-paragraph 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

## 8.40 TERMINATION FOR IMPROPER CONSIDERATION

8.40.1 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.

8.40.2 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.

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

## 8.41 TERMINATION FOR INSOLVENCY

8.41.1 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.

8.41.2 The rights and remedies of the County provided in this sub-paragraph 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

## 8.42 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.

## 8.43 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.

**8.44 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.

**8.45 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.

**8.46 WARRANTY AGAINST CONTINGENT FEES**

8.46.1 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.

8.46.2 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.

**8.47 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.

**8.48 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 Sub-paragraph 8.47 (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.

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**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, and Contractor has caused this Master Agreement to be executed on 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

# 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 via telephone or e-mail 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:

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 in accordance with the time frames specified in 2.3, above, 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 later than the time frames specified in 2.3, above, Contractor shall be entitled to FIFTY DOLLARS ($50.00) per hour, not to exceed $1,200 per case.

3.3 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, and will be removed from the Hearing Officer Panel for failure to perform.

3.4 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.

## 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

## 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

**EXHIBIT B**

# CONTRACTOR'S EEO CERTIFICATION

_____
Contractor Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

## GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

## CONTRACTOR'S SPECIFIC CERTIFICATIONS

| | | | |
|---|---|---|---|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes ☐ | No ☐ |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes ☐ | No ☐ |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes ☐ | No ☐ |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes ☐ | No ☐ |

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature Date

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.

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)



## 2.203.070. Exceptions.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

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.

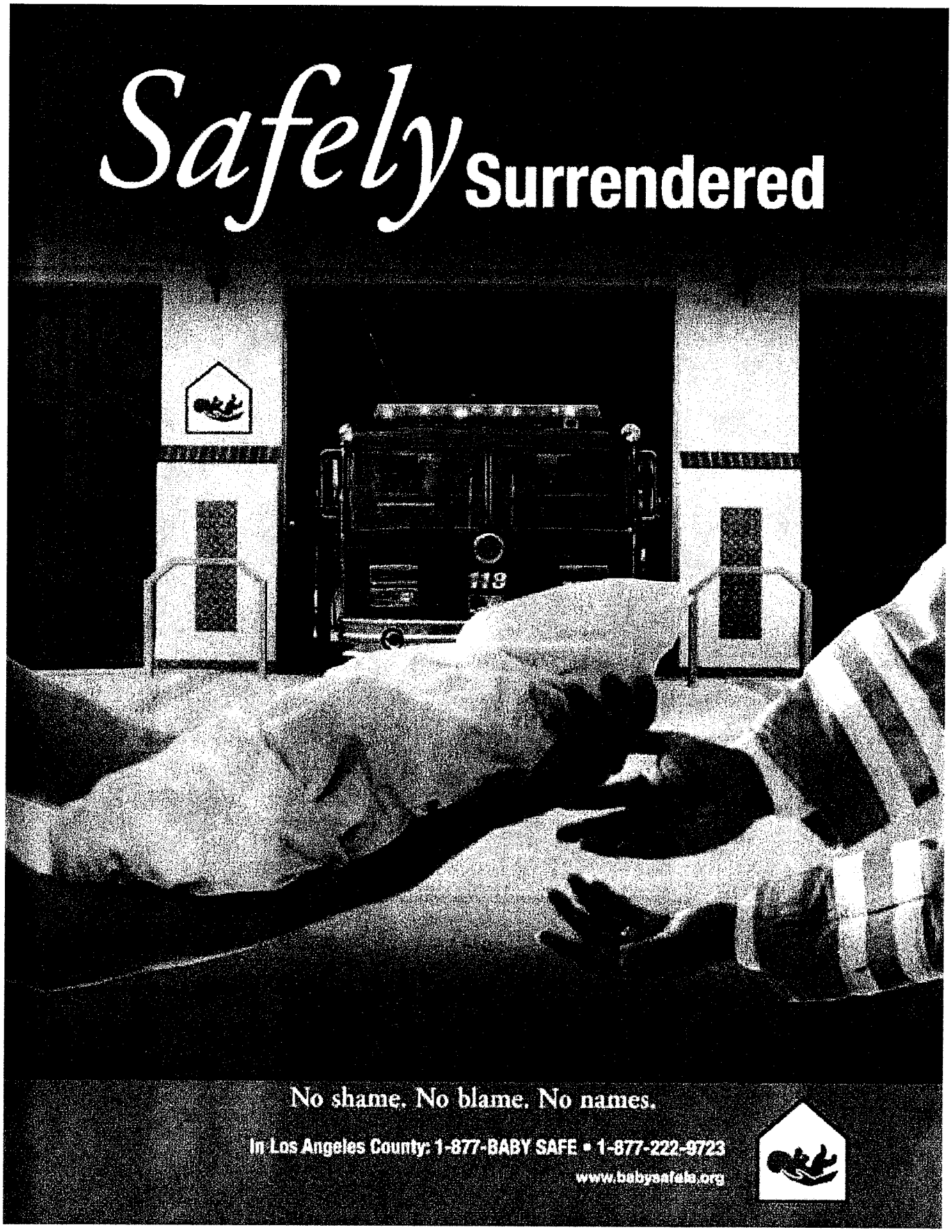
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"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)

# SAFELY SURRENDERED BABY LAW


Safely surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
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 in all other situations, with no questions asked, to safely surrender a baby to an employee at a hospital or fire station. The parent may give permission to anonymously surrender a baby. The baby must be free from signs of abuse or neglect and was not born through a regulated care program. The parent or surrendering adult may be prosecuted for abuse or neglect.

### 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.

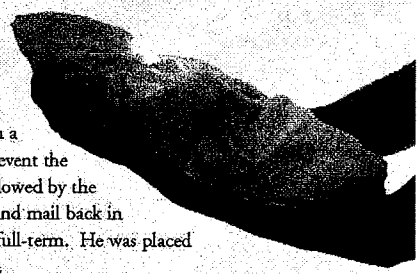
### What happens to the parent or surrendering adult?

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

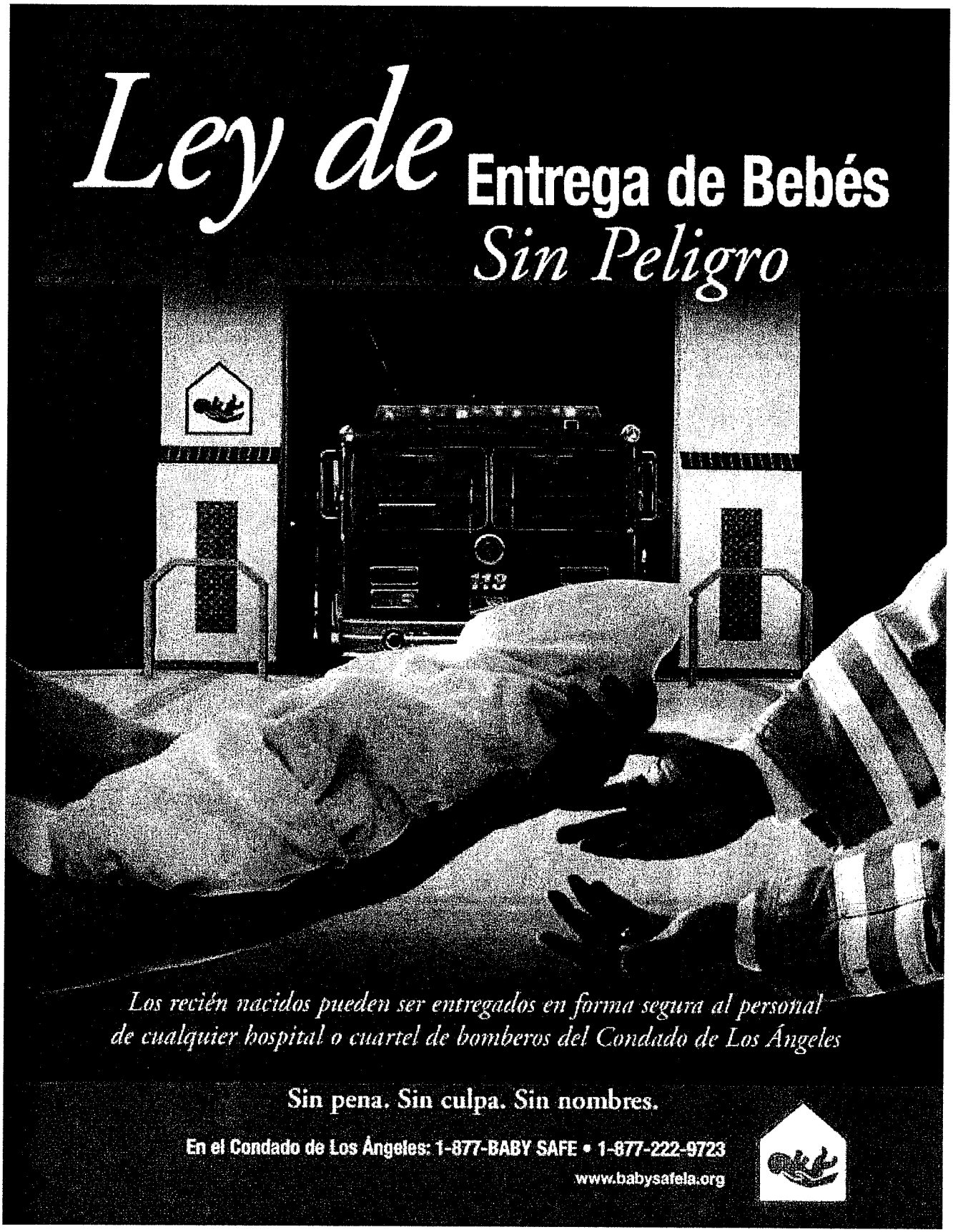
### Why is California doing this?

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

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres o otras personas con custodia legal, o por cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso o negligencia, puede entregar el recién nacido sin temor de ser cuestionado o arrestado.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

### ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

### ¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

### ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

### ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

### ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

### ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

### ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

### ¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

## *Historia de un bebé*

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

**EXHIBIT E**

## CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name:_____

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: _____