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BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 August 4, 2015

  
PATRICK OZAWA  
ACTING EXECUTIVE OFFICER

August 04, 2015

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

Dear Supervisors:

**RECOMMENDATION TO ENTER INTO A CONTRACT WITH  
HEALTH ADVOCATES, LLC FOR SUPPLEMENTAL SECURITY INCOME APPEALS  
REPRESENTATION SERVICES (ALL DISTRICTS -3 VOTES)**

**SUBJECT**

The Department of Public Social Services (DPSS) seeks approval of a new three-year contract with Health Advocates, LLC to provide Supplemental Security Income (SSI) appeals representation services to mentally and/or physically disabled General Relief (GR) and California Work Opportunities for Kids (CalWORKs) participants. The current contract expires August 31, 2015.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Find that SSI appeals representation services can be performed more economically by an independent contractor than by County of Los Angeles (County) employees.
2. Approve and instruct the Chairman to sign the enclosed contract (Enclosure I) with Health Advocates, LLC to provide SSI appeals representation services to GR and CalWORKs participants at an estimated contract amount of \$5,546,250 (including incentives) for a three-year period, effective the day after Board's approval or September 1, 2015, whichever is later, through August 31, 2018. Fiscal Year (FY) 2015-16 funding for this contract is included in the Department's FY 2015-16 budget. Funding for future years will be included in the Department's budget requests.
3. Delegate authority to the Director of DPSS, or her designee, to extend the contract for up to two (2) additional one-year periods. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS, or designee will notify the Board within ten business days after execution.

4. Delegate authority to the Director of DPSS, or her designee, to prepare and execute amendments to the contract for: (a) instances which affect the scope of work, term of the contract, contract sum, payments, or any term or condition in the contract; (b) additions and/or changes required by the County's Board or Chief Executive Office; (c) changes to be in compliance with applicable County, State, or federal regulations; and (d) increases or decreases of no more than ten percent of the fixed fees based on contractor's performance, County's needs, and/or funding availability. The approval of County Counsel as to form will be obtained prior to executing such amendments. The Director of DPSS, or designee will notify the Board within ten business days after execution.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The County has contracted for SSI appeals representation services under the provisions of County Code Section 2.121 et seq. (Proposition A) since 1991. The County, in conjunction with community advocates, agreed that attorneys would be better advocates in representing the GR and CalWORKs participants before the Social Security Administration due to the complexity of SSI law.

SSI appeals representation services have proven to be fiscally sound and operationally feasible to the County. The current contract expires on August 31, 2015, and the new contract is required to continue providing these services. The execution of a new contract will result in savings for the County as with each successful appeal, participants' transition from GR or CalWORKs benefits to SSI benefits. From July 2012 through March 2015, Health Advocates won 2,278 SSI appeals.

The County also collects federal Interim Assistance Reimbursements (IAR), which results in additional savings. From July 2012 through March 2015, the County collected approximately \$39.5 million in federal IAR for GR participants, of which approximately 27 percent or \$10.6 million was collected due to the efforts of Health Advocates, LLC.

The recommended proposer, Health Advocates, LLC is a current contractor and has provided these services to Los Angeles County GR and CalWORKs participants since 2005. Health Advocates, LLC provides professional staff to render legal services which assist disabled participants to obtain SSI benefits. The recommended contract is cost effective and meets all of the provisions of Proposition A.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan, Goal 1: Operational Effectiveness/Fiscal Sustainability: Maximize the effectiveness of the process, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.

### **FISCAL IMPACT/FINANCING**

Compensation to the contractor is performance based. The contractor will be paid for its efforts only when the disability hearing before the Social Security Administration results in a favorable decision, and the participant is approved for SSI benefits. The contractor will be paid a flat fee for each SSI approval, and a reimbursement of \$50 per SSI approval for medical record retrieval cost. For the first contract year, the flat fee is \$2,000 per SSI approval. For the second contract year, the flat fee is

\$2,200 per SSI approval. And for the third contract year and thereafter, the flat fee is \$2,400 per SSI approval.

The estimated contract cost for the period of September 1, 2015 through August 31, 2018 is \$5,546,250. The estimated annual amount from September 1, 2015 through August 31, 2016 is \$1,685,750 (including incentives). Funding for this contract is included in the Department's FY 2015-16 annual budget. The contract sum includes performance incentives of \$45,000 maximum, or \$15,000 annually. When the contractor achieves an annual SSI approval rate of 65 to 74 percent, a \$10,000 bonus will apply. For annual SSI approval rates of 74.1 percent or higher, a maximum bonus of \$15,000 will apply.

Services provided to CalWORKs participants are financed with CalWORKs Single Allocation funds for an estimated annual amount of \$100,000 for the first year. Services to GR participants are funded with County Services Block Grant – Health Related (CSBG-HR) and net County cost (NCC). The estimated annual amount for the first year is \$1,570,750, of which approximately 50 percent or \$785,375 is NCC.

Annual performance incentives are split proportionately based on the percentage of CalWORKs participants and the percentage of GR participants served for the year. The cost of the performance incentives for CalWORKs participants is allocated to CalWORKs Single Allocation, and the cost of the performance incentives for GR participants is allocated to CSBG-HR, which is 50 percent NCC.

The Department conducted a cost analysis to ensure this contract is cost effective pursuant to Proposition A requirements. A summary of the cost analysis is enclosed (Enclosure II). The Auditor-Controller (A-C) reviewed the cost analysis and concurred that the contract is cost effective.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The contract provides for termination by the County upon 30-day written notice, should termination be in the County's best interest. This contract is subject to the Living Wage Program (Los Angeles County Code, Chapter 2.201). The contract does not include a cost of living adjustment provision.

The award of this contract will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State, and County regulations.

The contractor is in compliance with all Board, CEO, and County requirements. As this is a Proposition A contract, the contractor is currently in compliance with all requirements per the Los Angeles County Code Section 2.201, Living Wage Program.

County Counsel reviewed this Board letter and approved the contract as to form.

## **CONTRACTING PROCESS**

The SSI appeals representation services were solicited through a competitive process under Los Angeles County Code, Chapter 2.121 et seq. On February 26, 2015, DPSS released a Request for Proposals (RFP). The RFP was posted on Los Angeles County's "Doing Business with Us" web site and the "DPSS Contracting Opportunities" web site. The RFP was advertised in the following publications: Los Angeles Times, La Opinion, Long Beach Press Telegram, Antelope Valley Press,

and San Gabriel Valley Tribune. Interest letters were also mailed to 52 vendors that were on the DPSS Bidders list, informing them of the release of the RFP.

The mandatory proposer's conference was held on March 10, 2015. One proposal was received from Health Advocates, LLC. The proposal was reviewed for compliance and met the minimum mandatory requirements in the RFP.

The proposal was evaluated by a committee consisting of three panelists from DPSS, in accordance with the evaluation process identified in the RFP. There were no protests.

#### Contract Performance

The expected performance outcome is that contractor achieves SSI appeals hearing win rate of 54 percent annually. Win rate is determined by dividing the number of wins by the sum of the number of wins and the number of losses for wins and losses initiated during the contract term.

The monitoring of this contract is performed on a monthly basis. During the term of the current contract, Health Advocates, LLC has consistently exceeded the performance outcome measure. The win rates for FY 2012-13 and FY 2013-14 were 67 percent and 61 percent, respectively. Health Advocates, LLC has complied with all contract requirements.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The award of this contract will enable the Department to continue assisting physically and/or mentally disabled GR and CalWORKs participants in their disability hearings before the Social Security Administration to obtain SSI benefits.

The recommended action will not infringe on the role of the County in relationship to its responsibility to its residents and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County. Alternate resources are available so that services can be obtained from another source in the event of default by the contractor.

#### **CONCLUSION**

Upon Board approval, the Acting Executive Officer, Board of Supervisors, is requested to return one adopted stamped Board letter and three signed copies of the contract to the Director of DPSS.

The Honorable Board of Supervisors

8/4/2015

Page 5

Respectfully submitted,

A handwritten signature in cursive script that reads "Sheryl L. Spiller".

SHERYL L. SPILLER

Director

SLS:tp

Enclosures

c: Interim Chief Executive Officer  
Acting Executive Officer, Board of Supervisors  
Interim County Counsel

Contract Number: \_\_\_\_\_



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**DEPARTMENT OF PUBLIC SOCIAL SERVICES**

**AND**

**HEALTH ADVOCATES, LLC**

**FOR**

**SUPPLEMENTAL SECURITY INCOME APPEALS REPRESENTATION SERVICES**

**Prepared By  
Department of Public Social Services  
Bureau of Administrative Services  
Contract Management Division  
12900 Crossroads Parkway South 2<sup>nd</sup> Floor Annex  
City of Industry, California 91746-3411**

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**CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
<b>RECITALS</b>	.....	<b>1</b>
<b>1.0</b>	<b>APPLICABLE DOCUMENTS</b> .....	<b>2</b>
<b>2.0</b>	<b>DEFINITIONS</b> .....	<b>3</b>
<b>3.0</b>	<b>WORK</b> .....	<b>9</b>
<b>4.0</b>	<b>TERM OF CONTRACT</b> .....	<b>10</b>
<b>5.0</b>	<b>CONTRACT SUM</b> .....	<b>10</b>
<b>6.0</b>	<b>ADMINISTRATION OF CONTRACT- COUNTY</b> .....	<b>15</b>
6.1	COUNTY CONTRACT DIRECTOR .....	15
6.2	SUPERVISING COUNTY CONTRACT ADMINISTRATOR.....	16
6.3	COUNTY'S CONTRACT ADMINISTRATOR .....	16
6.4	COUNTY'S CONTRACT PROGRAM MANAGER .....	17
6.3	CONTRACT PROGRAM MONITOR.....	17
<b>7.0</b>	<b>ADMINISTRATION OF CONTRACT - CONTRACTOR</b> .....	<b>18</b>
7.1	CONTRACTOR'S CONTRACT MANAGER .....	18
7.2	APPEALS HEARING REPRESENTATIVE .....	19
7.3	SUPPORT STAFF .....	19
7.4	APPROVAL OF CONTRACTOR'S STAFF .....	19
7.5	CONTRACTOR'S STAFF IDENTIFICATION.....	19
7.6	BACKGROUND AND SECURITY INVESTIGATIONS.....	19
7.7	CONFIDENTIALITY .....	20
<b>8.0</b>	<b>STANDARD TERMS AND CONDITIONS</b> .....	<b>21</b>
8.1	AMENDMENTS .....	21
8.2	ASSIGNMENT AND DELEGATION.....	22
8.3	AUTHORIZATION WARRANTY .....	23
8.4	BUDGET REDUCTIONS .....	23
8.5	COMPLAINTS .....	23
8.6	COMPLIANCE WITH APPLICABLE LAW .....	24
8.7	COMPLIANCE WITH CIVIL RIGHTS LAWS .....	25
8.8	COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM .....	25
8.9	CONFLICT OF INTEREST .....	27
8.10	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST .....	28

8.11	CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS.....	28
8.12	CONTRACTOR RESPONSIBILITY AND DEBARMENT .....	28
8.13	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW .....	31
8.14	CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	31
8.15	COUNTY'S QUALITY ASSURANCE PLAN.....	32
8.16	DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS .....	32
8.17	EMPLOYMENT ELIGIBILITY VERIFICATION.....	32
8.18	FACSIMILE REPRESENTATIONS.....	33
8.19	FAIR LABOR STANDARDS .....	33
8.20	FORCE MAJEURE .....	33
8.21	GOVERNING LAW, JURISDICTION, AND VENUE .....	34
8.22	INDEPENDENT CONTRACTOR STATUS.....	34
8.23	INDEMNIFICATION.....	35
8.24	GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE .....	35
8.25	INSURANCE COVERAGE .....	39
8.26	LIQUIDATED DAMAGES .....	41
8.27	MOST FAVORED PUBLIC ENTITY .....	42
8.28	NONDISCRIMINATION AND AFFIRMATIVE ACTION.....	42
8.29	NON EXCLUSIVITY.....	44
8.30	NOTICE OF DELAYS .....	44
8.31	NOTICE OF DISPUTES .....	44
8.32	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT .....	44
8.33	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW .....	44
8.34	NOTICES.....	44
8.35	PROHIBITION AGAINST INDUCEMENT OR PERSUASION .....	45
8.36	PUBLIC RECORDS ACT .....	45
8.37	PUBLICITY .....	45
8.38	RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT .....	46
8.39	RECYCLED BOND PAPER.....	48

8.40	SUBCONTRACTING .....	48
8.41	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM.....	50
8.42	TERMINATION FOR CONVENIENCE .....	50
8.43	TERMINATION FOR DEFAULT .....	51
8.44	TERMINATION FOR IMPROPER CONSIDERATION.....	52
8.45	TERMINATION FOR INSOLVENCY.....	53
8.46	TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE .....	54
8.47	TERMINATION FOR NON-APPROPRIATION OF FUNDS.....	54
8.48	VALIDITY.....	54
8.49	WAIVER.....	54
8.50	WARRANTY AGAINST CONTINGENT FEES.....	54
8.51	WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM .....	55
8.52	TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	55
8.53	TIME OFF FOR VOTING.....	55
9.0	<b>UNIQUE TERMS AND CONDITIONS.....</b>	<b>56</b>
9.1	COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM .....	56
9.2	COLLECTIVE BARGAINING AGREEMENT .....	63
9.3	LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM .....	64
9.4	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE .....	65
9.5	TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM.....	65
9.6	DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM .....	66
9.7	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION LOWER-LOWER TIER COVERED TRANSACTIONS (45 C.F.R Part 76). .....	67
9.8	CHILD/ELDER ABUSE/FRAUD REPORTING .....	67
9.9	COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK .....	69
9.10	SHRED DOCUMENTS.....	69

9.11 WARRANTY ..... 69  
SIGNATURES ..... 70

**CONTRACT PROVISIONS  
TABLE OF CONTENTS**

<u>STANDARD EXHIBITS</u>	<u>PAGE</u>
A STATEMENT OF WORK (SOW) .....	71
B SOW EXHIBITS .....	110
C CONTRACTOR'S BUDGET AND EMPLOYEE BENEFITS SHEETS .....	173
D CONTRACTOR'S PROPOSED INVOICE FORM .....	175
E CONTRACTOR'S EEO CERTIFICATION .....	176
F COUNTY'S ADMINISTRATION .....	177
G CONTRACTOR'S ADMINISTRATION .....	178
H CONTRACTOR'S STAFFING PLAN.....	179
I JURY SERVICE ORDINANCE.....	180
J SAFELY SURRENDERED BABY LAW.....	183
K INTENTIONALLY OMITTED .....	187
L CHARITABLE CONTRIBUTIONS CERTIFICATION .....	188
M CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT .....	189
M1 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT .....	190
M2 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT.....	191
N DEFAULTED TAX PROGRAM ORDINANCE .....	192
O CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	196
P IRS NOTICE 1015.....	197
Q CERTIFICATE OF NO CONFLICT OF INTEREST .....	198
R FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION.....	199
S CERTIFICATE REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY VOLUNTARY EXCLUSION - LOWER TIERED COVERED TRANSACTIONS (C.F.R. PART 76).....	200
T LIVING WAGE ORDINANCE .....	202
U MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS .....	208
V LIVING WAGE PROGRAM PAYROLL STATEMENT OF COMPLIANCE .....	209

**CONTRACT BY AND BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
AND  
HEALTH ADVOCATES, LLC.  
FOR  
SUPPLEMENTAL SECURITY INCOME  
APPEALS REPRESENTATION SERVICES**

This Contract and Exhibits made and entered into this 4th day of August, 2015 by and between the County of Los Angeles, hereinafter referred to as County and Health Advocates, LLC., hereinafter referred to as Contractor. Contractor's principal place of business is located at 21540 Plummer Street, Chatsworth, CA 91311.

**RECITALS**

WHEREAS, the County may contract with private businesses for Supplemental Security Income (SSI) Appeals Representation Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing SSI Appeals Representation Services; and

WHEREAS, Contractor warrants that it possess the competence, expertise and personnel necessary to provide such services, and that Contractor shall provide these services consistent with standards of care of its profession; and

WHEREAS, pursuant to the provisions of Section 17000 et seq. of the California Welfare and Institutions Code (hereafter W&IC), County provides aid to poor and indigents under County's General Relief (hereafter GR) program and California Work Opportunities and Responsibility for Kids (hereafter CalWORKs) programs; and

**Prop A authorization:**

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract SSI Appeals Representation Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; 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, E, F, G, H, I, J, K L, M, M1,M2, N, O, P, Q, R, S, T, U, and V are attached to and form a part of this Contract. 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 Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

1.1	Exhibit A	Statement of Work (SOW)
1.2	Exhibit B	SOW Technical Exhibits
1.3	Exhibit C	Contractor's Budget and Employee Benefits Sheets
1.4	Exhibit D	Contractor's Proposed Invoice Form
1.5	Exhibit E	Contractor's EEO Certification
1.6	Exhibit F	County's Administration
1.7	Exhibit G	Contractor's Administration
1.8	Exhibit H	Contractor's Staffing Plan
1.9	Exhibit I	Jury Service Ordinance
1.10	Exhibit J	Safely Surrendered Baby Law
1.11	Exhibit L	Charitable Contributions Certification
1.12	Exhibit M	Contractor's Acknowledgment and Confidentiality Agreement
1.13	Exhibit M1	Contractor's Employee Acknowledgment and Confidentiality Agreement
1.14	Exhibit M2	Contractor's Non-Employee Acknowledgment and Confidentiality Agreement
1.15	Exhibit N	Defaulted Tax Program Ordinance

- 1.16 Exhibit O Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- 1.17 Exhibit P IRS Notice 1015
- 1.18 Exhibit Q Certificate of No Conflict of Interest
- 1.19 Exhibit R Familiarity with the County's Lobbyist Ordinance Certification
- 1.20 Exhibit S Certificate Regarding Debarment, Suspension, Ineligibility Voluntary Exclusion – Lower Tiered Covered Transactions (C.F.R Part 76)
- 1.21 Exhibit T Living Wage Ordinance
- 1.22 Exhibit U Monthly Certification for Applicable Health Benefit Payments
- 1.23 Exhibit V Living Wage Program Payroll Statement of Compliance

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to subsection 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 **Administrative Law Judge (ALJ):** Attorney hired by Social Security Administration's Office of Hearing and Appeals to conduct hearings in the denial of Supplemental Security Income or Disability and Health Insurance.
- 2.2 **Appeals Council:** The Appeals Council is the Office of Hearings and Appeals for Social Security Administration. If a Participant disagrees with hearing decision at the ALJ level, they may ask for a review by Social Security's Appeals Council. The Appeals Council looks at all requests for review, but it may deny a request if it believes the hearing decision was correct. **If the Appeals council decides to review a claimant's case, it will**

either decide the claimant case itself or return it to an administrative law judge for further review.

- 2.3 **Applicant:** An individual who is applying for government assistance benefits, such as Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI).
- 2.4 **Auditor-Controller (A-C):** The Los Angeles County Department designated to receive payment authorization(s) and issue checks. The A-C also performs County audit functions.
- 2.5 **Authorized Representative:** An attorney or non-attorney who has been chosen to represent an SSI applicant and who has not been disqualified from appearing as a representative with SSA.
- 2.6 **Board of Supervisors (BOS):** The governing body of the County of Los Angeles.
- 2.7 **Bureau of Program and Policy (BPP):** The Bureau within Department of Public Social Services responsible for the development/implementation of programs and policies for services offered to General Relief and CalWORKs participants under this contract.
- 2.8 **Business Day(s):** Monday through Friday between the hours of 8:00 AM and 5:00 PM, excluding County Holidays.
- 2.9 **Calendar Day(s):** All days of the week including Saturdays, Sundays, and County Holidays.
- 2.10 **CalWORKs Program:** California Work Opportunities and Responsibility to Kids is a federal mandated public assistance program administered by the County to provide temporary financial assistance and employment services to families with minor children. Eligible families receive cash aid and Medi-Cal. CalWORKs families may be eligible for CalFresh benefits (previously Food Stamps).
- 2.11 **Case Number:** A unique, seven-digit alphanumeric used to identify individual public assistance DPSS case records.
- 2.12 **Claims Folder:** The Social Security Income claimant's file as prepared and maintained by Social Security Administration (SSA).
- 2.13 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.14 **Contract Discrepancy Report (CDR):** A report used by the County to record discrepancies or problems with Contractor's performance. If

Contractor's performance is judged unsatisfactory, the County Contract Administrator (CCA) is required to forward a CDR to the Contractor for his/her response.

- 2.15 **Contract Invoicing System (CIS):** An electronic system to process invoices that requires the Contractor to complete and submit invoices and supporting documentation electronically to County, and to provide all technical capabilities.
- 2.16 **Contract Management Division (CMD):** The division under the Department of Public Social Services responsible for the Contract.
- 2.17 **Contract Year:** The twelve (12) month period, beginning September 1<sup>st</sup> and ending the following August 31<sup>st</sup>.
- 2.18 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.19 **Contractor's Contract Manager:** The individual designated by the Contractor to act as a liaison with the County to administer and oversee the Contract operations after the Contract award.
- 2.20 **County Contract Administrator (CCA):** Person designated by County Contract Director to manage and oversee the day-to-day operations under this Contract.
- 2.21 **County Contract Director (CCD):** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator.
- 2.22 **County Contract Program Manager (CCPM):** Person designated by the Bureau of Program and Policy (BPP) to address the program and policy aspects of the Contract and for receiving the Monthly Management Report for statistical data, and investigating and responding to user complaints.
- 2.23 **County Program Monitor (CPM):** Person responsible for the day-to-day activities of this Contract and inspection of any and all tasks, deliverables, goods, services, and other work provided by the Contractor. The CPM reports to the CCA.
- 2.24 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.25 **Department of Public Social Services (DPSS):** County department responsible for providing social, financial, and employment services to eligible persons in the County of Los Angeles.

- 2.26 **DEP 1002:** The "Evaluation Form for Mental Health Disorders" is an SSA form that is utilized by Department of Mental Health (DMH) to provide diagnosis information when DMH has provided treatment.
- 2.27 **Disability Benefits (RSDHI or Title II):** Social Security Disability (SSD) benefits (Retirement, Survivors, Disability and Health Insurance [RSDHI]) paid by the SSA under Title II of the Social Security Act. These benefits are sometimes approved for SSI applicants instead of or in addition to SSI.
- 2.28 **Disability Determination Services (DDS):** Previously known as Disability and Adult Programs Division (DADP), DDS is a Division of California Department of Social Services (CDSS) that completes medical evaluations to determine disability for Social Security Title II and XVI, and Medi-Cal.
- 2.29 **District Office:** Office housing DPSS staff that is responsible for providing social financial and employment services to eligible persons within a specific geographic area within Los Angeles County.
- 2.30 **DPSS SSIMAP Advocate:** Also referred to as the SSI Advocate - DPSS SSI Advocate is a County employee responsible for assisting General Relief and CalWORKs Participants through the SSI application process.
- 2.31 **Federal Court Level:** The fifth level of SSI application process. If the Participant disagrees with the Appeals Council's decision or if the Appeal Council decides not to review the applicant's case, the applicant may file a lawsuit in a federal district.
- 2.32 **Fiscal Year:** The twelve (12) month period, beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup> commonly known as County Fiscal Year.
- 2.33 **Formal Hearing:** The third level of SSI application process in which the applicant has the right to a face-to-face appeal hearing with an ALJ.
- 2.34 **General Relief (GR) Program:** A financial assistance program administered by the County for persons who are not eligible for federal or State assistance programs. The cost of this program is borne entirely by the County, and is reimbursed to the County when Participants are able to do so.
- 2.35 **Hearing Representative(s):** An attorney who has been chosen to represent an SSI applicant and who has not been disqualified from appearing as a representative with SSA, usually the Authorized Representative.
- 2.36 **Lead Appeals Hearing Representative:** The attorney who provides direction and oversees the actions of the attorney who has been chosen

to represent an SSI applicant and who has not been disqualified from appearing as a representative with SSA.

- 2.37 **Los Angeles Eligibility, Automated Determinations, Evaluation and Reporting System (LEADER):** The County's automated, client-based, fully integrated, online, interactive, graphical user interface system. LEADER automatically determines welfare eligibility and benefits calculation and issuances for CalWORKs, General Relief, CalFresh, and Medi-Cal programs. LEADER provides case maintenance and supportive functions, and fiscal reporting systems. LEADER will be replaced by the new LEADER Replacement System once implemented.
- 2.38 **LEADER Replacement System (LRS):** LRS is a new fully integrated system for the online administration and management of welfare programs in Los Angeles County. LRS will replace LEADER.
- 2.39 **Monthly Management Report (MMR):** The monthly report to be submitted to the CCPM by the Contractor detailing information on the SSI Appeals Representation services provided to new and ongoing participants being served under this Contract in the service month.
- 2.40 **Non-English Speaking:** Persons whose primary language is other than English and whose language must be used to effectively communicate program information and requirements. Sign language is subject to this definition.
- 2.41 **Participant:** An individual who is receiving assistance through the CalWORKs or General Relief Program.
- 2.42 **Performance Requirements Summary (PRS):** A document furnished by the County that identifies and summarizes elements of this Contract that the County will be evaluating to ensure that Contract performance Standards are met by the Contractor.
- 2.43 **Quality Assurance Program:** All necessary measures taken by Contractor to assure that the quality of service will meet Contract requirements regarding timeliness, accuracy, appearance, completeness, consistency, and conformity.
- 2.44 **Statement of Work:** Exhibit A of this Contract which describes the specific requirements for services and deliverables associated with these services and other work as set forth therein.
- 2.45 **Social Security Administration (SSA):** The department of the federal Government responsible for the Social Security and Supplemental Security Income programs.
- 2.46 **Social Security Administration (SSA) Disability Redesign:** A national initiative ("Prototype") of the SSA, designed to improve services for SSI

claimants by including a claimant conference prior to denial of the SSI application and eliminating the reconsideration process. SSA has indicated that this was a pilot and will be phasing it out. No specific timeframes for the phase-out have been announced.

- 2.47 **Standards:** Minimum requirements set by the County for Contractor to perform a service or activity.
- 2.48 **Subcontract:** A written agreement in which a third party agrees to provide the services or materials necessary to fulfill the Contractor's original Contract obligations
- 2.49 **Subcontractor:** Any person, entity, or organization to which the Contractor proposes to delegate or has delegated any of its obligations (tasks, deliverables, services and other work) in accordance with Section 8.0, Terms and Conditions, Subsection 8.40, Subcontracting of the Contract.
- 2.50 **Supervising County Contract Administrator (SCCA):** Person with responsibility to oversee the overall management and coordination of the operations of this Contract; and providing direction to Contractor on contractual or administrative matters relating to this Contract.
- 2.51 **Supplemental Security Income (SSI) Application- Stage 1:** The SSI application is the initial application for SSI benefits or the first stage of the SSI application process. SSA reviews the application to establish that the applicant meets the financial and resource limits for SSI. The application is then forwarded to Disability Determination Services (DDS). Medicare/Psychiatric evidence is reviewed to establish that a medical impairment that prevents substantial gainful activity exists for a period of 12 months or will result in the death of the applicant in that time.
- 2.52 **SSI Approval:** SSI Approval occurs when a Participant is found eligible for SSI or SSD RDSHI because a favorable decision has been reached as a result of the appeal process at the ALJ hearing or higher level, and is verifiable by documentation from the Social Security Administration.
- 2.53 **SSI Denial:** SSI Denial occurs when the Participant's appeal did not result in a favorable decision at the ALJ hearing or higher level. Cases which are denied shall not be counted as a SSI denial when the following circumstances exist: (1) a denial was issued to the Participant at hearing by an ALJ; (2) Contractor previously advised the Participant to withdraw the hearing request since the case lacked legal merit; and (3) Contractor obtained a signed letter from the Participant prior to the hearing confirming that it was not in the legal best interest of the Participant to move forward to hearing and that a withdrawal is recommended to avoid a negative impact on the next application for benefits.

- 2.54 **SSI Appeal Hearing Win Rate:** SSI Appeal Hearing Win Rate is determined by dividing the number of SSI Approvals by the sum of the number of SSI Approvals and the number of SSI denials, for Participant cases that go to the hearing during each fiscal year commencing with its effective date.
- 2.55 **Supplemental Security Income and Medi-Cal Advocacy Program (SSIMAP):** A County administered program that provides physically and mentally disabled GR and CalWORKs Participants with assistance through the initial phases of the SSI application process. Assistance is provided by DPSS Social Workers functioning as DPSS SSI Advocates for the Participants applying for SSI.
- 2.56 **SSIMAP Liaison:** The County employee assigned at designated County offices to oversee SSI Advocate activities.
- 2.57 **Supplemental Security Income/State Supplemental Program (SSI/SSP):** The federal and State aid programs for needy persons who are aged, blind or disabled. The State of California provides cash State Supplemental Program (SSP) in lieu of CalFresh in addition to the case payment provided by the federal government. This (generally) means that the SSI Participant in California is not eligible for CalFresh if he/she is receiving a SSP payment.
- 2.58 **SSI Reconsideration Request -Stage 2:** The SSI reconsideration request is the second stage of the SSI application process, if the initial application is denied. In the Los Angeles County SSIMAP, the DPSS SSI Advocate completes the request. This process does not exist in SSA Redesign (aka "Prototype") offices. In those offices, if an initial SSI application is denied, the next step is to file for a formal Appeals Hearing.
- 2.59 **Task(s):** Activities to be performed by Contractor under this Contract including those identified in Exhibit A, Statement of Work.
- 2.60 **Welfare Fraud:** A criminal act of deception and willful intent to illegally obtain funds from County. The most frequent type of fraud is the CalWORKs/GR Participant's failure to report his/her income. This includes earnings from employment and unearned income (e.g. child support, disability benefits, unemployment benefits, etc.).
- 2.61 **Withdrawals:** A request to cancel the SSI application that can only be initiated by the Participant.

### 3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

#### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be effective September 1, 2015, or one day following Board approval, whichever is later, and shall expire on August 31, 2018, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall possibly have the option to extend this Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of five (5) years. Each such option and extension shall be exercised at the sole discretion of the Department Head or his/her designee as delegated by the Board of Supervisors).
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.4 The Contractor shall notify Department of Public Social Services when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to Department of Public Social Services at the address herein provided in Exhibit F - County's Administration.
- 4.5 Sixty (60) calendar days prior to expiration of this Contract (or shorter time period as determined by County), Contractor shall allow County or newly selected Contractor a transition period for orientation purposes and the orderly transition of Contractor's current operation without additional costs to County. Contractor shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If Contractor fails to adhere to the above work and standards, the County shall have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

#### **5.0 CONTRACT SUM**

- 5.1 The estimated cost of the Contract is \$5,546,250 for the three year (3) term from September 1, 2015 through August 31, 2018, which includes maximum performance incentives of up to \$45,000. (See Section 5.1.3 herein below for additional information on performance incentives.) All costs and contract amounts are subject to the continuing availability of General Relief and CalWORKs program funds. Funds from one Fiscal Year may not be carried over into future Fiscal Years.

5.1.1 Contractor shall be paid a fixed fee per SSI Approval for each contract year. The fixed fee amount paid to Contractor is dependent on when the SSI Approval occurs. The fixed fee per SSI approval is as follows:

September 1, 2015 – August 31, 2016: \$2,000 per SSI approval

September 1, 2016 – August 31, 2017: \$2,200 per SSI approval

September 1, 2017 – August 31, 2018: \$2,400 per SSI approval

5.1.2 Should the County exercise its option to extend the terms of the Contract for two additional one-year periods, the maximum fixed fee amount paid to Contractor per SSI approval is \$2,400. If such option is exercised by the County, the estimated total contract amount shall be \$9,569,750.

5.1.3 The estimated contract amount **without incentives** shall be as follows:

- County Fiscal Year:

September 1, 2015 – June 30, 2016: \$1,392,288

July 1, 2016 – June 30, 2017: \$1,806,586

July 1, 2017 – June 30, 2018: \$1,969,584

July 1, 2018 – August 31, 2018: \$332,792

- Contract Year:

September 1, 2015 – August 31, 2016: \$1,670,750

September 1, 2016 – August 31, 2017: \$1,833,750

September 1, 2017 – August 31, 2018: \$1,996,750

5.1.4 **Performance Incentives and Deductions:**

5.1.4.1 Contractor payment is subject to the performance incentives and deductions based on Contractor's performance as described in this subsection and in Exhibit B, SOW Technical Exhibit 1.

- The Contractor shall be entitled to a performance incentive if the SSI Appeal Hearing Win Rate for each contract year is 65 percent or greater. If the Contractor's SSI Appeal Hearing Win Rate is 65

percent (65%) to 74% for each contract year, the performance incentive payment shall be \$10,000. If the Contractor's SSI Appeal Hearing Win Rate is 74.1 percent (74.1%) or greater, the incentive payment shall be \$15,000.

- Contractor shall be subject to a performance deduction of \$5,000 if the SSI Appeals Hearing Win Rate for the contract year is less than 54 percent.
- Performance incentives and/or deductions shall only be assessed once during a contract year.

#### 5.1.4.2 Win Rate

- Win Rate is determined by dividing the number of wins by the sum of the number of wins and the number of losses for wins and losses initiated during the contract term.

The formula:

$$\frac{\text{\# of wins}}{(\text{\# wins} + \text{\# losses})}$$

- Dismissals and withdrawals are not factored into the formula. They are reviewed separately by the CCA.

#### 5.1.5 Medical Record Retrieval Cost

Contractor shall only be reimbursed \$50 per SSI approval for costs associated with medical record retrieval. The cost for medical record retrieval cost shall be billed and paid utilizing GR funds. Contractor shall include the total number of SSI approvals to be billed for medical record retrieval in the monthly invoice.

- 5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to (Department) at the address herein provided in Exhibit F - County's Administration.

**5.4 No Payment for Services Provided Following Expiration/Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor with a new GR or CalWORKs participant after the expiration or other termination of this Contract. Should the 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 Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing SSI Appeals Representation services to GR and CalWORKs Participants referred by County as specified in Exhibit A, Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the fees owed to the Contractor by the County under the terms of this Contract.

5.5.1.1 The Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The firm fixed price per verified and documented SSI Approval is as stated in Section 5.1.1 for the term of the Contract. Contractor's invoices shall be priced and documented in accordance with this firm fixed price.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A, Statement of Work, describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.3.1 Contractor shall submit a separate invoice for GR cases and a separate invoice for CalWORKs cases.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15<sup>th</sup> calendar day of the month following the month of service. Contractor shall include the following back-up documentation for each SSI Approval:

**5.5.4.1 For SSI Only cases:**

- A copy of the notice approving SSI benefits as well as showing that a request for hearing was filed, and the SSI Approval notice is dated after acceptance of the case by Contractor.
- A computer printout from the SSA will suffice as an attachment to the invoice if the notice approving SSI benefits is not available. At minimum, the printout must show that it is from SSA, the hearing date and date benefits were approved.

**5.5.4.2 For SSI/RSDHI (Retirement, Survivors, Disability and Health Insurance) combined cases:**

- A copy of the Authorization to Charge and Receive a Fee or Fee Agreement Approval form approved by the Administrative Law Judge or SSA when federal law requires a fee authorization.
- A copy of the notice approving benefits as well as showing that a request for hearing was filed and the SSI Approval notice is dated after acceptance of the case by the Contractor.
- A computer printout from SSA will suffice as an attachment to the invoice if the notice approving SSI benefits is not available. At minimum, the printout must show that it is from SSA, the hearing date, and the date benefits were approved.
- If the participant is approved for both RSDHI and SSI, it will be counted as one SSI Approval.
- If the Participant is approved for RSDHI only, it will be counted as an SSI Approval.

**5.5.4.3 For Prop A - Living Wage Program:**

No invoice will be approved for payment unless the following is included:

- Exhibit U, Monthly Certification for Applicable Health Benefit Payments
- Exhibit V, Living Wage Program Payroll Statement of Compliance

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the Invoicing CCA listed on Exhibit F.

**5.5.6 County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the Invoicing CCA prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.7 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 fifteen (15) calendar days after receipt of an undisputed invoice.

**6.0 ADMINISTRATION OF CONTRACT – COUNTY**

A listing and contact information of all County Administration referenced in the following sections are designated in Exhibit F, County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

**6.1 County Contract Director (CCD):**

County shall designate one (1) person who will have the authority to act as the CCD on all matters pertaining to this Contract. Responsibilities of the CCD or alternate include:

6.1.1 Ensuring that the objectives of this Contract are met;

6.1.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the Supervising County Contract Administrator, who is described in Sub-section 6.2 below; and

6.1.3 Negotiating with Contractor changes in service requirements pursuant to Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendments.

The CCD is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

**6.2 Supervising County Contract Administrator (SCCA):**

County shall designate one (1) person who will have the authority to act as the SCCA on all matters pertaining to this Contract. Responsibilities of the SCCA or alternate include:

- 6.2.1 Overseeing the overall management and coordination of the operations of this Contract; and
- 6.2.2 Providing direction to Contractor on contractual or administrative matters relating to this Contract that cannot be resolved by the County Contract Administrator, who is described in Subsection 6.3 below.

The SCCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

**6.3 County's Contract Administrator (CCA):**

County shall designate one (1) person who will have the authority to act as the CCA on all matters pertaining to this Contract. Responsibilities of the CCA or alternate include:

- 6.3.1 Overseeing the day-to-day administration of this Contract;
- 6.3.2 Ensuring that the objectives of this Contract are met;
- 6.3.3 Providing direction to the Contractor in the areas relating to Contract, information requirements, and procedural requirements;
- 6.3.4 Meeting with the Contractor's Contract Manager on an as need basis; and
- 6.3.5 Preparing amendments in accordance with the Contract, Section 8.0, Standard Terms and Conditions, Subsection 8.1, Amendment.

The CCA is not authorized to make any changes in any of the standards terms and conditions of this Contract and is not authorized to further obligate County in any respect of whatsoever.

#### 6.4 **County's Contract Program Manager (CCPM)**

The responsibilities of the County's Contract Program Manager include:

- 6.4.1 Person designated by BPP to provide direction to Contractor in the areas of County policy and program requirements:
- 6.4.2 **Meeting with Contractor's Contract Manager on a regular or as needed basis;**
- 6.4.3 Inspecting any and all tasks, deliverables, goods, services or other work provided by or on behalf of the contractor.
- 6.4.4 Receiving, investigating and responding to user complaints.
- 6.4.5 Person designated to receive Monthly Management Report to review, use and extrapolate data for statistical purposes.

The CCPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

#### 6.5 **Contract Program Monitor (CPM)**

The responsibilities of the CPM include:

- 6.5.1 Providing assistance to the CCA in overseeing the day-to-day administration of this Contract. The CPM reports to the CCA.
- 6.5.2 **Monitoring and evaluating Contractor's performance in providing appropriate services as specified in the Contract;**
- 6.5.3 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of Contractor;
- 6.5.4 Monitoring Contractor for contractual compliance and prepares monitoring reports for the Contract; and
- 6.5.5 Reviewing and processing of payments for the Contractors.

The Contract Program Monitor is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate the County in any respect whatsoever.

## 7.0 ADMINISTRATION OF CONTRACT- CONTRACTOR

### 7.1 Contractor's Contract Manager

The Contractor shall provide a Contract Manager and alternate who will act as liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified in writing prior to Contract award start of Contract and at any time thereafter a change of Contract Manager or alternate is made. The Contract Manager must have a minimum of five (5) years of experience providing services similar to or the same (e.g., experience that demonstrates the ability to comply with the reporting and monitoring requirements for appeals representation services, including invoicing) as the services required in this Contract. The alternate must have a minimum of three (3) years of the experience described above. The Contract Manager and alternate must have an Associate of Arts or higher business-related degree (a Bachelor Degree or higher reduces the minimum experience requirement of both the Contract Manager and alternate by one (1) year). Specifically, the Contract Manager and alternate shall:

- 7.1.1 The Contractor's Contract Manager is designated in Exhibit G, Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Contract Manager.
- 7.1.2 The Contractor's Contract Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Contract Administrator and Contract Program Monitor on a regular basis.
- 7.1.3 The Contractor's Contract Manager must have a minimum of five (5) years of experience.
- 7.1.4 Have full authority to act for on behalf of the Contractor on all Contract matters relating to the daily operation of this Contract.
- 7.1.5 Be available for a minimum of eight hours a day, from 8:00 am – 5:00 pm, Monday through Friday, except County observed holidays.
- 7.1.6 Be able to fluently read, write, and speak, and understand English.
- 7.1.7 The alternate shall also meet the requirements above.

## **7.2 Appeals Hearing Representatives**

7.2.1 The Contractor shall provide a Lead Appeals Hearing Representative who is a licensed attorney with a minimum of five (5) years of experience primarily providing hearing representation to mentally and/or physically disabled participants.

7.2.2 The Contractor shall also provide, at a minimum, two (2) other Hearing Representatives who are licensed attorneys, with a minimum of two (2) years of experience primarily providing the same or related (e.g., medical malpractice, worker's compensation) appeals representation. Experience as an Administrative Law Judge (ALJ) in disability-related cases will be accepted towards the experience requirements for both the Lead Appeals Representative and the other Hearing Representatives.

## **7.3 Support Staff**

The Contractor shall provide support staff to assist in providing the services required for the Contract.

## **7.4 Approval of Contractor's Staff**

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Contract Manager.

## **7.5 Contractor's Staff Identification**

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

## **7.6 Background and Security Investigations**

7.6.1 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 must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. 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.

- 7.6.2 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.
- 7.6.3 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.
- 7.6.4 Disqualification of any member of Contractor's staff pursuant to this subsection 7.6 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.7 Confidentiality**

- 7.7.1 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.
- 7.7.2 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 subsection 7.7, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this subsection 7.7 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.

- 7.7.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.7.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit M.
- 7.7.5 Contractor shall cause each employee or employee of subcontractor performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit M1.
- 7.7.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit M2.
- 7.7.7 By State law, including without limitation W&I Code, Section 10850 et seq. and 17006, all of the case records, computer information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of Los Angeles County DPSS so designated without written authorization from DPSS.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 AMENDMENTS**

- 8.1.1 For any change which materially affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the County.
- 8.1.2 County reserves the right to initiate Change Notices that do not materially affect the scope of work, term, contract sum, or payments included in the Contract. All such Change Notices shall be prepared and executed by the Contractor and by the County Contract Director.

8.1.3 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 Contract during the term of this Contract. 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 changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Head or his/her designee.

8.1.4 The Department Head or his/her designee may at its sole discretion, authorize extensions of time as defined in Section 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the County.

## 8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, 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 subsection, County consent shall require a written amendment to the Contract, 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 Contract 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 Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

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 Contract which may result in the termination of this Contract. 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 Contract 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 Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **8.4 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

### **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within fifteen (15) business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The CCPM will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the CCPM requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for CCPM approval.

- 8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the CCPM for approval before implementation.
- 8.5.5 The Contractor shall preliminarily investigate all complaints and notify the CCPM of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the CCPM within three (3) business days of mailing to the complainant.
- 8.5.8 Complaints by/from GR and CalWORKs Participants shall be handled in accordance with the provision of the Exhibit A, Statement of Work, Section 7.0, Quality Control, and Section 3.0, Subsection 3.6, Civil Rights Complaint Procedures.

## 8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 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 herein, are hereby incorporated herein by this reference. These shall include, but are not limited to:
  - 1. California Welfare & Institutions Code
  - 2. California Department of Social Service (CDSS) Manual of Policies and Procedures
  - 3. California Department of Social Services Operational Manual
  - 4. Social Security Act
  - 5. State Energy and Efficiency Plan (Title 24, California Administrative Code)
  - 6. Clean Air Act (Section 306, 42 USC 1857 (h))
  - 7. Clean Water Act (Section 508, 33 USC 1368)
  - 8. Executive Order 11738 an Environmental Protection Agency Regulations (40 CFR Part 15)
  - 9. Equal Employment Opportunity (EEO) {Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60}
  - 10. Various State regulations and releases listed on several attached Exhibits.

8.6.2 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 subsection 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 Contractor shall maintain all licenses required to perform the Contract.

## 8.7 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 Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit E, Contractor's EEO Certification.

## 8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

### 8.8.1 Jury Service Program:

This Contract 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 I and incorporated by reference into and made a part of this Contract.

## 8.8.2 **Written Employee Jury Service Policy**

8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the 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 (5) 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.

8.8.2.2 For purposes of this subsection, "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 (1) or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the 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 the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this subsection. The provisions of this subsection shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.8.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

8.8.2.4 Contractor's violation of this subsection of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## 8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, 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 Contract. 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.

8.9.2 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 Contract. 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 subsection shall be a material breach of this Contract.

**8.10 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 Contract 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 Contract.

**8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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. Contractors shall report all job openings with job requirements to: [GAINGROW@dpss.lacounty.gov](mailto:GAINGROW@dpss.lacounty.gov) to obtain a list of qualified GAIN/GROW job candidates.

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

**8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

**8.12.1 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 contract. It is the County's policy to conduct business only with responsible Contractors.

### 8.12.2 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 the Contract, 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 (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

### 8.12.3 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.

### 8.12.4 Contractor Hearing Board

8.12.4.1 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.

8.12.4.2 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.

8.12.4.3 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.

8.12.4.4 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 (1) 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.

8.12.4.5 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 (1) 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.

- 8.12.4.6 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.

**8.12.5 Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

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

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

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

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract 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.

- 8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract 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).

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than a semi-annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract 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 Contract or impose other penalties as specified in this Contract.

In addition, Contractor shall abide with the provision set forth in Exhibit A, Statement of Work, Technical Exhibit 1, Performance Requirement Summary Chart.

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the 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 the Contractor by cash payment upon demand.

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

8.17.1 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 Contract 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.

8.17.2 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 Contract.

#### **8.18 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 subsection 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 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.

#### **8.20 FORCE MAJEURE**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, 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 subsection as "force majeure events").

8.20.2 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 subsection, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

8.20.3 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.

## 8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract 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 Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## 8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract 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 (1) party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract 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.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract 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 Contract.

8.22.4 The Contractor shall adhere to the provisions stated in subsection 7.7 - Confidentiality.

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") 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 and/or relating to this Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

## 8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### 8.24.1 Evidence of Coverage and Notice to County

8.24.1.1 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.

- 8.24.1.2 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 subcontractor insurance policies at any time.
- 8.24.1.3 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.
- 8.24.1.4 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 the Monitoring CCA listed in Exhibit F, County's Administration.
- 8.24.1.5 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 subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

#### **8.24.2 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.

#### **8.24.3 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.4 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. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.5 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.

#### **8.24.6 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.

#### **8.24.7 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.

#### **8.24.8 Sub-Contractor Insurance Coverage Requirements**

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

#### **8.24.9 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.

**8.24.10 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.

**8.24.11 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

**8.24.12 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.

**8.24.13 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.

**8.24.14 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.

**8.25 INSURANCE COVERAGE**

**8.25.1 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

8.25.2 **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.

8.25.3 **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.

8.25.4 **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 \$3 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.

8.25.5 **Property Insurance**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

### 8.25.6 Privacy/Network Security (Cyber) liability

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs] (2) system breach (3) denial or loss of service (4) introduction, implantation, or spread of malicious software code (5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

### 8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Department Head, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Exhibit B, SOW Exhibit, Technical Exhibit 1, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said

amount shall be deducted from the County's payment to the Contractor; and/or

- (c) Upon giving five (5) day notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This subsection shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## 8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## 8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 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.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit E, Contractor's EEO Certification.

8.28.3 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.

- 8.28.4 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.
- 8.28.5 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 Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 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 subsection 8.28 when so requested by the County.
- 8.28.7 If the County finds that any provisions of this subsection 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing 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 Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, 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 Contract.

**8.29 NON EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict DPSS from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the CCA any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the CCA is not able to resolve the dispute, the, County Contract Director or designee shall resolve it.

**8.32 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, Exhibit P.

**8.33 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 J of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.34 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be emailed or hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibit F, County's Administration and Exhibit G, Contractor's Administration.

Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The DPSS Director or his /her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one (1) party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to subsection 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, 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.

8.36.2 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 a proposal 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.

### **8.37 PUBLICITY**

8.37.1 The Contractor shall not disclose any details in connection with this Contract 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 Contract within the following conditions:

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

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this subsection 8.37 shall apply.

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

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract 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 Contract. 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 Contract. 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 Contract 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. For cases that are still pending, Contractor shall maintain such records until five years after final payment. 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.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract 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 Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this subsection 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, 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 **Contract 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.
- 8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subsection relative to Contractor's employees who have provided services

to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, 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 Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information 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 materials and information at such other location.

#### 8.39 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 Contract.

#### 8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County** for the purposes of this subsection, County advance approval shall require a written Amendment to this Contract, which is formally approved and executed by the parties, prior to any work being done by subcontractor. Any attempt by the Contractor to subcontract without the prior approval of the County may be deemed a material breach of this Contract. Further, after approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for record and reference. However, neither the County's failure to obtain, nor the County's receipt of, or failure to object to Contractor and subcontractors contract, or failure to obtain or object to a non-complying insurance certificate or endorsement, or any other insurance document, or information provided by the Contractor, subcontractor, its insurance brokers, shall be construed as a waiver of any of this Contract's provisions.

8.40.2 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.

8.40.3 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 the Contractor employees.

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

8.40.5 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 Contract. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Contract Director 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.

8.40.7 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.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the Monitoring CCA listed on Exhibit F, County's Administration, before any subcontractor employee may perform any work hereunder.

8.40.9 Pursuant to the terms of this Subsection 8.40 and any other provisions relevant to subcontractors herein, County consents to Contractor subcontracting work under this Contract with Leibovic Law Group, LLP.

8.40.10 In the event that the County should consent to subcontracting, the Contractor shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles."*

8.40.11 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the California Department of Social Services Manual of Policies and Procedures (MPP), Sections 23-610 through 23-615.

**8.41 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 subsection 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to subsection 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

**8.42 TERMINATION FOR CONVENIENCE**

8.42.3 This Contract may be terminated, in whole or in part, from time to time, 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 the 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.

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

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.5 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with subsection 8.38, Record Retention and Inspection/Audit Settlement.

8.42.6 After receipt of the Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine, on the basis of information available to County, the amount, if any, due to Contractor in respect to the termination and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

#### 8.43 TERMINATION FOR DEFAULT

8.43.3 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Contract Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract 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.

8.43.4 In the event that the County terminates this Contract in whole or in part as provided in paragraph 8.43.1, 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 Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.5 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in paragraph 8.43.2 if its failure to perform this Contract 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 subsection, the term "subcontractor(s)" means subcontractor(s) at any tier.
- 8.43.6 If, after the County has given notice of termination under the provisions of this subsection 8.43, it is determined by the County that the Contractor was not in default under the provisions of this subsection 8.43, or that the default was excusable under the provisions of paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to subsection 8.42 - Termination for Convenience.
- 8.43.7 The rights and remedies of the County provided in this subsection 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract 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 Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. 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.

8.44.2 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.

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

#### **8.45 TERMINATION FOR INSOLVENCY**

8.45.1 The County may terminate this Contract 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.

8.45.2 The rights and remedies of the County provided in this subsection 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.46 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 Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract 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.

**8.48 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**8.49 WAIVER**

No waiver by the County of any breach of any provision of this Contract 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 Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this subsection 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 WARRANTY AGAINST CONTINGENT FEES**

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract 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.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

#### **8.51 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.

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

#### **8.53 TIME OFF FOR VOTING**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

## **9.0 UNIQUE TERMS AND CONDITIONS**

### **9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM**

#### **9.1.1 Living Wage Program**

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit T and incorporated by reference into and made a part of this Contract.

#### **9.1.2 Payment of Living Wage Rates**

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this subsection 9.1.2 under the Contract:
  - a. Not less than \$11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or
  - b. Not less than \$9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least \$2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed \$2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than \$2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate of \$11.84 per hour referenced above in subparagraph a.
2. For purposes of this subsection, "Contractor" includes any subcontractor engaged by the Contractor to perform

services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this subsection. The provisions of this subsection shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. **"Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.**

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.
4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its **"exemption status" from the living wage requirement.** The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of **"Employer"** or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of **"Employer"** and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.
5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this

Contract, "Travel Time" shall have the following two (2) meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two (2) different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

#### 9.1.3 **Contractor's Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit E), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one (1) of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

#### 9.1.4 **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged

labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

#### **9.1.5 County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

#### **9.1.6 Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

#### **9.1.7 Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this subsection, the County shall have the rights and remedies described in this subsection in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In

the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of \$100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
  - c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any

such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

- a. Withholding Payment. If the Contractor fails to pay one (1) or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.
  - b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of \$50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.
  - c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.
3. Debarment. In the event the Contractor breaches a requirement of this subsection, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles

County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

**9.1.8 Use of Full-Time Employees**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

**9.1.9 Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this subsection may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

**9.1.10 Contractor Standards**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

**9.1.11 Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

- a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and
  - b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and
  - c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.
2. The Contractor is not required to hire a retention employee who:
    - a. Has been convicted of a crime related to the job or his or her performance; or
    - b. Fails to meet any other County requirement for employees of a Contractor.
  3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

#### **9.1.12 Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

## **9.2 COLLECTIVE BARGAINING AGREEMENT**

To comply with California Department of Social Services Regulations, Section 23-610(c)(22), the Proposer agrees to provide to the County, upon request, a copy of any collective bargaining agreement covering employees providing services under the Contract.

### **9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM**

- 9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.
- 9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.
- 9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.
- 9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
  2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
  3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

#### **9.4 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit L, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

#### **9.5 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM**

- 9.5.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.
- 9.5.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.
- 9.5.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.
- 9.5.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

#### **9.6 DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM**

- 9.6.1 This Contract is subject to the provisions of the County's ordinance entitled Disabled Veteran Business Enterprise Preference Program, as codified in Chapter 2.211 of the Los Angeles County Code.
- 9.6.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Disabled Veteran Business Enterprise.
- 9.6.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Disabled Veteran Business Enterprise.
- 9.6.4 If Contractor has obtained certification as a Disabled Veteran Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:
  1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and ISD of this information prior to responding to a solicitation or accepting a contract award.

#### **9.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R PART 76)**

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, indelible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded Contracts.

- 9.7.1 By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Further by executing this Contract, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner, officer, partner, director, or other principal of any Subcontractors is currently suspended, debarred ineligible, or excluded from securing federally funded Contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded Contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

#### **9.8 CHILD/ELDER ABUSE/FRAUD REPORTING**

- 9.8.1 Contractor staff performing work under this Contract shall comply with California Penal Code (hereinafter "PC") Section

11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by this code Section. Contractor staff performing work under this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Section 11166 and 11167.

- 9.8.2 Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within one (1) business day from the date CONTRACTOR became aware of the suspected instance of child abuse.
- 9.8.3 Contractor staff performing work under this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by this code Section. Contractor staff performing work under this Contract shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.
- 9.8.4 Elder abuse reports shall be made by telephone to the Department of Community and Senior Services hotline at (800) 992-1660 within one (1) business day from the date Contractor became aware of the suspected instance of elder abuse.
- 9.8.5 Contractor staff performing work under this Contract shall also immediately report all suspected or actual welfare fraud situations to DPSS Central Fraud Reporting Line at (800) 349-9970.
- 9.8.6 County shall indemnify, defend, and hold harmless Contractor and its officers, directors, employees, agents and representatives against any and all liability, demands, claims, cost, losses, damages, recoveries, settlements, judgments and expenses (including reasonable attorney's fees and fees and expenses incurred in enforcing this indemnity provision) incurred by Contractor arising from Contractor's compliance with paragraphs 8.64.1 through 8.64.5 whether due to Contractor's passive or active negligence. This indemnity shall be applicable to any and all such claims as described herein that occur during the term of this Contract, whenever they are made. Each party hereby acknowledges that the indemnity

expressed in this Section was negotiated and each was represented by independent legal counsel.

**9.9 COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK**

Contractor and any subcontractor shall comply, at a minimum, with the requirements set forth in the Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook which is incorporated herein by reference and available at:

[www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts).

**9.10 SHRED DOCUMENTS**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with Sub-section 8.38 (Records Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

**9.11 WARRANTY**

The Proposer warrants that all services performed hereunder will comply with Exhibit A, Statement of Work, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

CONTRACTOR:  
HEALTH ADVOCATES, LLC

By *Al Leibovic*  
Signature

AL LEIBOVIC  
Print Name

PRESIDENT  
Title

COUNTY OF LOS ANGELES

By *Mike Antonovich*  
(Mayor/Chairman), Board of Supervisors

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

PATRICK OGAWA  
Acting Executive Officer  
Clerk of the Board of Supervisors

By *Ant*  
Deputy

ATTEST:

PATRICK OGAWA  
Acting Executive Officer-Clerk  
of the Board of Supervisors

By *Ant*  
Deputy



APPROVED AS TO FORM:

Mary Wickham  
Interim County Counsel

By *Beaudet for Melinda White-Svec*  
Melinda White-Svec, Deputy County Counsel

**ADOPTED**  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

26 AUG 04 2015

*Patrick Ogawa*  
PATRICK OGAWA  
ACTING EXECUTIVE OFFICER

78393

**STATEMENT OF WORK AND TECHNICAL EXHIBITS**  
**Table of Contents**

<b>SECTION</b>	<b>TITLE</b>	<b>PAGE</b>
PREAMBLE .....		73
1.0 SCOPE OF WORK .....		74
2.0 COUNTY RESPONSIBILITIES .....		77
2.1	Materials .....	77
2.2	Transportation.....	77
2.3	County Provided Training & Resource.....	77
2.4	Virtual Private Network .....	78
3.0 CONTRACTOR RESPONSIBILITIES .....		78
3.1	Personnel.....	78
3.2	Office Space and Equipment/Supplies.....	79
3.3	Security for Computer Data System Equipment .....	80
3.4	Materials .....	81
3.5	Training.....	81
3.6	Civil Rights Complaints and Procedures.....	82
3.7	Contractor's Office .....	82
3.8	Hours of Operation .....	83
4.0 SPECIFIC TASKS .....		83
4.1	Implementation .....	83
4.2	Representation and Referrals Criteria .....	84
4.3	Appointments.....	86
4.4	Initial Interview .....	88
4.5	Case Record.....	91
4.6	Request SSI Hearing .....	92
4.7	Preparation of Case for Hearing .....	94
4.8	Appeals Representation.....	95
4.9	Notification of Dismissal.....	97
4.10	Notification of Withdrawal .....	97
4.11	Hearing Decision .....	98
4.12	Use of LEADER or Replacement Computer System .....	98
4.13	Records Retention Tasks.....	99
4.14	Reporting Tasks.....	100
4.15	Ad Hoc Reports .....	101
4.16	Equipment Inventory .....	101
5.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS).....		102
5.1	Introduction .....	103
5.2	Performance Requirements Summary (PRS) Chart .....	103
5.3	Government Observation.....	104

5.4	Monitoring .....	104
5.5	Criteria for Acceptable or Unacceptable Performance .....	106
5.6	Remedy of Defects .....	107
5.7	Unsatisfactory Performance Remedies.....	107
6.0	PERFORMANCE MEASURES.....	108
7.0	QUALITY CONTROL PLAN .....	108

## **PREAMBLE**

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals, and performance outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

**These shared values are encompassed in the County Strategic Plan's three Goals:**

- 1) **Operational Effectiveness/Fiscal Sustainability:** Maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services;
- 2) **Community Support and Responsiveness:** Enrich lives of Los Angeles County residents by providing enhanced services, and effectively planning and responding to economic, social, and environmental challenges; and
- 3) **Integrated Services Delivery:** Maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

# STATEMENT OF WORK

## 1.0 SCOPE OF WORK

The County of Los Angeles (County) Department of Public Social Services (DPSS) provides assistance with the Supplemental Security Income (SSI) application filing process to potentially eligible residents of Los Angeles County who receive General Relief (GR), and California Work Opportunities and Responsibility to Kids (CalWORKs) benefits. At times, these applications are denied by the Social Security Administration (SSA), but may be appealed. DPSS requires all GR and CalWORKs Participants denied SSI to appeal the denial at the reconsideration or hearing stage, as appropriate. This aggressive approach to SSI advocacy gives all the potentially SSI eligible participants the best opportunity to win an SSI award.

### **Supplemental Security Income and Medi-Cal Advocacy Program (SSIMAP) Description**

DPSS' SSIMAP provides advocacy services to help physically and/or mentally disabled GR and CalWORKs Participants apply for SSI, obtain early SSI approval, to become self-sufficient. If approved, individuals are eligible for up to \$889.40 or up to \$932.40 if legally blind (as of January 1, 2015) on SSI. SSI recipients are also entitled to Medi-Cal.

### **Stages in the SSI Application Process**

In order to be approved for SSI benefits, a participant may go through as many as six stages in the SSI application process:

#### ➤ Stage 1 - Initial Application

- a. The DPSS SSIMAP Advocate assists the Participant in submitting the initial application to a SSA office; or
- b. The DPSS SSIMAP Advocate assists the Participant in submitting the initial application, which was filed in a Redesign (aka Prototype) SSA office. Statement of Work Exhibits, Technical Exhibit 6A, SSA Offices by DPSS Offices, indicates the offices that are designated as "Redesign" or "Prototype".

As part of the SSA pilot program to improve efficiency, the applications submitted at these offices eliminated the Request for Reconsideration step (Stage 2). If the State Disability Analysis (SD Analyst) is considering denying the application, the SD Analyst and the Participant have an

informal conference. Upon denial, the application may move to Stage 4.

➤ Stage 2 - Request for Reconsideration

If the Participant's application is denied at the initial application (Stage 1a), then the DPSS SSIMAP Advocate assists the Participant to appeal the denial at the reconsideration stage. Approximately forty-eight percent (48%) of the denied SSI applications are in SSA offices.

➤ Stage 3 – SSA Screening Unit

If the SSA refers a participant's case to their Screening Unit for re-examination of the reconsideration denial (Stage 2), then the Contractor shall work with the SSA Screening Unit to justify the Participant's eligibility for SSI. If the Contractor succeeds in obtaining an SSI approval for the participant by this process, the Contractor may add this case to their monthly invoice as a win.

➤ Stage 4 - Formal Hearing before Administrative Law Judge

If the Participant's application is denied at the Prototype SSA Office (Stage 1b), the Reconsideration stage (Stage 2), or by the Screening Unit (Stage 3), then Contractor shall represent the Participant at a formal Hearing before an Administrative Law Judge (ALJ).

➤ Stage 5 - Appeals Council

If based on the merits of the case the Participant's application is denied at the Hearing level (Stage 4), the attorney appeals the decision at the Appeals Council level and represents the Participant at a formal trial. An Appeals Council filing is usually based on allegations of procedural errors made by the ALJ. County does not require the Contractor to complete this stage. However, if Contractor decides to pursue an appeal at this level, it is a DPSS requirement to have a licensed attorney present at this level even though the SSA does not require licensed attorneys to represent Participants at this level.

➤ Stage 6 - Federal District Court level

If the Participant is dissatisfied with the decision of the Appeals Council (Stage 5) or denial of the request for review of the ALJ's decision by the Appeals Council, the Participant may bring suit in a

Federal District Court. County does not require the Contractor to complete this stage.

## **DESCRIPTION OF SERVICES**

The Contractor shall provide Supplemental Security Income Appeals Representative Services at the SSA Screening Unit (Stage 3) and Formal Hearing (Stage 4) to mentally and/or physically disabled GR or CalWORKs participants. The Contractor shall be responsible for Stages 3 and 4. DPSS pays on a per-win at SSI hearing basis. In the event the case proceeds to Stages 5 and/or 6, the Contractor has the option to proceed with the case and provide SSIARS at a higher level such as: Appeals Council, Federal Court of Appeals. Participants may also be eligible for Retirement, Survivors, and Disability, and Health Insurance (RSDHI Title II). All expenses incurred by the Contractor to obtain a win are the responsibility of the Contractor.

The County will only pay the contract fee for cases approved at Stages 3, 4, 5, or 6, and for RSDHI Title II benefits. Any additional fee for cases approved at Stages 5 and 6, or for RSDHI Title II approvals would be voluntary, and require a private agreement between the GR and CalWORKs participant and the Contractor, conforming to the fee agreement guidelines set by the SSA. The Contractor may represent the participant in any manner not related to SSI as described in the Request for Proposal except those in which the County has an interest.

The Proposer Hearing Representatives shall abide by the standards of conduct in accordance with published SSA guidelines:

[http://www.ssa.gov/representation/conduct\\_standards.htm#sb=1](http://www.ssa.gov/representation/conduct_standards.htm#sb=1)

Contractor(s) shall provide SSI appeals representation services for the following eight (8) SSI Appeal Contract Regions, listed in SOW Exhibits, Technical Exhibit 5, SSI Appeals – Contract Regions. Also included are the District Offices and the Program from where referrals will be made to the Contractor.

Except for those items listed in Section 2.0, County Responsibilities, hereunder, the Contractor shall provide all management/administrative services, personnel, materials and other items or services necessary to provide SSI hearing representation services to GR and CalWORKs Participants. The Contractor shall provide SSI appeals representation services in the form described in this Statement of Work and in Statement of Work (SOW) Exhibits.

The Statement of Work (SOW) is subject to revisions, modifications and/or deletions based on changes in federal, State, or County policy regulations and requirements.

## **2.0 COUNTY RESPONSIBILITIES**

### **2.1 MATERIALS**

County shall provide the following:

- 2.1.1 Civil rights complaint forms, Complaint of Discriminatory Treatment (PA607), Technical Exhibit 9 and Civil Rights Complaint Investigation Process, Technical Exhibit 10, for use by Participants in reporting civil rights complaints.
- 2.1.2 A list of County observed holidays.
- 2.1.3 All required Civil Rights Posters.
- 2.1.4 DPSS Operations Handbook, Section VII, Civil Rights Program.
- 2.1.5 Links to DPSS Program Policies:

#### **General Relief**

[http://www.ladpss.org/dpss/GR/pdf/general\\_relief\\_policy.pdf](http://www.ladpss.org/dpss/GR/pdf/general_relief_policy.pdf)

#### **CalWORKs**

<http://dpss.lacounty.gov/dpss/calworks/default.cfm>

- 2.1.6 A list of County SSI Advocates in all Regions.

### **2.2 TRANSPORTATION**

County will provide GR participants with round-trip bus tokens in advance (and cash transfer, if necessary) for the purpose of going to meeting(s) with the SSI Appeals Representative or to attend an SSI Appeals Hearing. Contractor is responsible for advising the GR participant to request transportation assistance from the referring DPSS SSIMAP Advocate. Transportation allowance is not available for CalWORKs participants.

### **2.3 COUNTY PROVIDED TRAINING & RESOURCE**

- 2.3.1 County will arrange for the Civil Rights biennial training, of Contractor staff either by direct training by County trainers or through a train-the-trainer program as agreed upon by County and Contractor.
- 2.3.2 County may provide cultural awareness and sensitivity training, and materials to Contractor. If County provides such training, Contractor shall ensure that all staff providing services under the Contract is trained.

- 2.3.3 One-time LEADER (or its replacement) training on operation and use of DPSS' LEADER (or its replacement) system.

## **2.4 VIRTUAL PRIVATE NETWORK (VPN)**

County shall issue Virtual Private Network (VPN) access to be used on hardware provided by Contractor and each Subcontractor (if applicable) per SOW subsection 3.3.1. Upon termination of this Contract or at County's request, Contractor and each Subcontractor will have access terminated, as listed in subsection 3.3.3.

## **3.0 CONTRACTOR RESPONSIBILITIES**

### **3.1 PERSONNEL**

Contractor will maintain efficiency of daily operations and provide all qualified professional and clerical personnel, including bilingual staff, necessary to complete the required tasks of this Contract.

The County may screen the Contractor's employees, current and prospective employees, to ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to the Contractor's records of any friends, relatives, business relations, personal acquaintances, tenants, or any individuals whose relationship could possibly sway his/her conduct and/or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of SSI-related documents.

Specifically, the Contractor shall:

- 3.1.1 Remove any Contractor employee performing services under this Contract from the workplace within 24 hours when reasonably requested to do so by the County.
- 3.1.2 Replace removed employee(s) within 20 business days from date given by County. Beginning on the 21st workday, a comprehensive corrective action plan, fiscal penalty, or termination at the convenience of the County may be applied for failure to fill vacancies or replace unacceptable staff.
- 3.1.3 Ensure that such individual's duties are performed satisfactorily until a replacement can be arranged. The County, at its sole discretion may extend the time to actually place the new employee in the vacant position.
- 3.1.4 Request extension of time in writing and provide documentation of a good faith effort to find a suitable replacement.

- 3.1.5 Furnish administrative, supervisory, and direct labor personnel to accomplish all work required by this Contract.
- 3.1.6 Train office staff in the use of electronic mail (email) and ensure that the email inbox is checked at least twice daily, once in the morning and once in the afternoon, for email from the County Contract Administrator (CCA) or DPSS' Supplemental Security Income (SSI) Advocates.
- 3.1.7 Assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act on behalf of the for Contractor in every detail related to this contract, and must speak and understand English.
- 3.1.8 Contractor shall provide services for English and non-English speaking participants in the participant's primary language. The most common primary languages are Armenian, Cambodian, Chinese (Cantonese and Mandarin), English, Korean, Russian, Spanish, Tagalog, and Vietnamese. Contractor shall be responsible for translation costs.
- 3.1.9 Contractor shall use objective assessment to ensure the Contractor's employees or subcontractor's employees are qualified to provide services in the participant's primary language. This also applies to sign language.
- 3.1.10 Contractor Hearing Representatives shall abide by the standards of conduct in accordance with published SSA guidelines:  
[http://www.ssa.gov/representation/conduct\\_standards.htm#sb=1](http://www.ssa.gov/representation/conduct_standards.htm#sb=1)

## **3.2 OFFICE SPACE AND EQUIPMENT/SUPPLIES**

Contractor shall furnish the following equipment and supplies:

- 3.2.1 Contractor shall furnish office computers, furniture, telephones, and all supplies necessary to perform the services required by this Statement of Work and adhere to all requirements of the Contract.
- 3.2.2 Contractor shall have a main business office located within the County of Los Angeles, with a responsible person(s) to maintain all records and reports required by the Contract.
- 3.2.3 Contractor's facilities where services will be provided shall be accessible within one (1) hour travel time each way, as determined by the County, by bus/public transportation from the DPSS District Offices located within the boundaries of each of the

Contract regions serviced by the Contractor, as listed in SOW Exhibits, Technical Exhibit 5, SSI Appeals Contract Regions.

- 3.2.4 If the Contractor's location(s) changes, the Contractor shall provide a minimum of thirty (30) days prior written notice to the County with justification for the move.
- 3.2.5 Contractor shall establish and maintain a valid email account with a commercial vendor at his/her own expense. Contractor shall maintain equipment and service capable of sending and receiving email of at least ten (10) megabytes in size. Contractor shall also maintain access to the Internet (also known as the World Wide Web) in order to view pertinent web pages as described in this SOW and to remain current with any SSA policy or guideline updates or changes ([www.ssa.gov](http://www.ssa.gov)). The SSA's website provides information about SSI (Title XVI) and RSDHI Benefits (Title II).
- 3.2.6 The Contractor shall establish and utilize DPSS' SSIMAP website: <http://dpss.lacounty.gov/dpss/ssimap/default.cfm> to become familiar with the DPSS SSIMAP Advocate procedures in initiating an SSI application.

### **3.3 SECURITY FOR COMPUTER DATA SYSTEM EQUIPMENT**

If Contractor is utilizing any DPSS developed and approved computer data system, Contractor shall provide all security measures to ensure that the DPSS computer data system is secured and maintained.

- 3.3.1 Contractor may request County Virtual Private Network (VPN) access to County designated and approved DPSS computer data system screens by submitting a request through the establish procedure set by DPSS.
- 3.3.2 Contractor shall provide their own equipment and internet in order to utilize VPN and access County designated and approved DPSS computer data systems.
- 3.3.3 Contractor shall safeguard the integrity of all County systems by ensuring that all Contractor employees abide by County's User policies and Employee Acknowledgment and Confidentiality Agreements. Contractor shall follow County policies by sharing the user policy with its employees; obtain signed User Agreements; and obtain signed Employee Acknowledgment and Confidentiality Agreements and monitoring compliance. At a minimum, Contractor shall ensure that all Contractor staff no longer working under this contract shall have their computer accounts deleted and VPN access terminated by DPSS within ten

(10) business days from the date the Contractor staff is no longer working under this contract

- 3.3.4 Contractor shall maintain the security and integrity of the DPSS computer data systems by having up-to-date DPSS User Agreements on-file for each end-user and disallowing the sharing of access codes and passwords between staff.

### **3.4 MATERIALS**

Contractor shall post Equal Employment Opportunity (EEO) and State-approved Nondiscrimination in Services notices in each Contractor's facility, where they are easily accessible to employees and GR and CalWORKs participants. The Contractor may obtain EEO notices from the Los Angeles District Office:

U.S. Equal Employment Opportunity Commission (EEOC)  
Roybal Federal Building  
255 East Temple Street, 4<sup>th</sup> Floor  
Los Angeles, California 90012  
Telephone: (800) 669 – 4000  
[info@eoc.gov](mailto:info@eoc.gov)

### **3.5 TRAINING**

- 3.5.1 Contractor shall provide training in all aspects of services provided in this Contract to all contracted staff working under this contract.
- 3.5.2 Contractor shall provide training on reporting child abuse/elder abuse and other subject matters identified by the County for all Contractor staff performing work under this Contract. Contractor shall utilize County provided written material and/or videos when available.
- 3.5.3 Contractor shall, within thirty (30) days of the Contract and on an annual basis thereafter, provide to all staff performing services under this contract the following training:
- 3.5.3.1 Employee orientation and in-service training for all staff who have direct contact with GR and CalWORKs participants. Such training will cover all aspects of the contracted services.
- 3.5.3.2 DPSS staff, such as SSIMAP Advocates, training on issues relating to timely referrals, submission of quality application, hearing deadlines regular contact and

follow-up with participants. Training shall be provided upon request.

### **3.6 CIVIL RIGHTS COMPLAINTS AND PROCEDURES**

Contractor shall comply with DPSS Civil Rights policy and procedures, as directed by DPSS, which includes but is not limited to the following:

- 3.6.1 Ensure public contact staffs working under this Contract attend a mandatory Civil Rights training, as provided or arranged by the County, and provide reports to the CCA verifying attendance of such.
- 3.6.2 Ensure notices and correspondence sent to participants are in their designated primary language and provide interpreters to ensure meaningful access to services to all participants.
- 3.6.3 Maintain a record of all Civil Rights materials provided by the County and ensure all participants are provided with the Civil Rights materials.
- 3.6.4 Develop and operate procedures for receiving, forwarding, and responding to Civil Rights complaints as follows:
  - 3.6.4.1 Provide and assist CalWORKs and GR participants with completing a Civil Rights Complaint of Discriminatory Treatment (PA 607), SOW Exhibits, Technical Exhibit 9, in the participant's primary language.
  - 3.6.4.2 Maintain a log of Civil Rights complaints.
  - 3.6.4.3 Contract Manager shall act as the Civil Rights Liaison (CRL) between the Contractor and the CCA and the Civil Rights Section (CRS) representative.
  - 3.6.4.4 Forward all PA 607s to the CCA within two (2) business days and maintain a copy.
  - 3.6.4.5 CCA and CRL shall not attempt to investigate Civil Rights complaints. All investigations are handled by the CRS.

### **3.7 CONTRACTOR'S OFFICE**

- 3.7.1 Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 7:30 a.m. to 5:00 p.m., Monday through Thursday, and 7:30 a.m. to 12:30 p.m. on Friday. The Contractor shall ensure that the Contractor's Contract Manager of

designee is available to respond to any inquiries and complaints on Friday from 12:30 p.m. to 5:00 p.m.

3.7.2 When the office is closed, an answering service shall be provided to receive calls.

3.7.3 The Contractor shall answer calls received by the answering service within one (1) business day of receipt of the call.

### **3.8 HOURS OF OPERATION**

The Contractor shall be available to provide SSIARS at a minimum of forty (40) hours a week, between 7:30 am to 5:00 pm Monday through Thursday, and 7:30 am to 12:30 pm on Friday, except when hearings are scheduled. The Contractor shall ensure that the Contractor's Contract Manager of designee is available to respond to any inquiries on Friday from 12:30 p.m. to 5:00 p.m.

The Contractor is not required to provide services on County-holidays, unless SSI Hearing is scheduled for a day that falls on a County-holiday. Contractor is required to appear for the scheduled SSI Hearing, unless the Contractor reschedules the SSI Hearing to another day if the ALJ approves. The CCA will provide a list of the County holidays to the Contractor at the time of award of this Contract, and at the beginning of each calendar year, or when such list is available if labor negotiations are in progress that may affect the schedule.

### **4.0 SPECIFIC TASKS**

The Contractor shall be responsible for completing the following tasks:

#### **4.1 Implementation**

4.1.1 No later than thirty (30) calendar days after the effective date of the Contract, the Contractor shall provide to the County for approval the final permanent locations where services will be provided. The proposal must state the general location(s) where the services will be provided if the Contractor does not already have a permanent site within the desired area.

4.1.2 Contractor shall provide to the CCPM for approval a copy of all forms to be used to provide SSI appeals representation services and forms which will be given to or signed by the GR or CalWORKs participants. The Contractor shall submit copies of any proposed form changes to the County for approval before implementation. The County will approve, deny, or recommend changes within thirty (30) days of receipt.

- 4.1.3 Participants are referred to the Contractor when the DPSS SSIMAP Advocates update LEADER/LRS or via fax if the network is unavailable. The DPSS SSIMAP Advocates shall also provide a copy of participant's SSI application to Contractor at the time of referral. The Contractor shall update LEADER/LRS or provide the DPSS SSIMAP Advocate with a receipt of referral via fax, only if network is unavailable.

Contractor shall notify the DPSS SSIMAP Advocates or County in advance of the available days and times participants can be referred for SSI Appeals Representation services.

No later than ten calendar days after execution of the Contract by the Board of Supervisors and monthly thereafter if there are any changes, the Contractor shall provide the County with the minimum designated blocks of times and days available to provide SSI appeals representation services. The blocks of time are to be designated by office location and as to which blocks are reserved for SSI hearings and which are for office appointments and inquiries.

- 4.1.3 Contractor shall maintain all records (e.g., books, documents, medical, financial) and case files at a central facility for five (5) years after the termination of this Contract, SSI hearing determination, or until all audits are completed, whichever is later. The length of time maintaining and storing case files may be longer based on other government statutes, codes and/or other regulatory authority requirements.
- 4.1.4 Contractor shall establish a toll free number for participants to call for questions about their SSI Appeals Hearing.

## **4.2 Representation and Referrals Criteria**

Contractor's staff shall be available to provide representation services in accordance with the location and appointment time schedule provided to the County, in accordance with this Statement of Work.

Contractor shall accept all referrals from the County, provided the following criteria have been met:

- 4.2.1 The SSI application was denied at the reconsideration level within the last fifty (50) days, application was denied in the case of Redesign/Prototype SSA Offices in the last fifty (50) days, or an SSI hearing is pending. There are at least twenty (20) business days before the SSI hearing at the time the referral is made. The Contractor may choose to waive the twenty (20) business day period and accept the case.

- 4.2.2 The participant has neither selected another authorized representative nor elected to represent himself/herself.
- 4.2.3 The participant has requested County representation from the SSIMAP Advocate or SSIMAP Liaison or has contacted the Contractor directly for appeals representation. The SSIMAP Liaison or Advocate shall normally initiate GR and CalWORKs referrals, via the LEADER/LRS system, or fax if the system is unavailable. If the participant contacts the Contractor directly, the Contractor shall contact the DPSS SSIMAP Advocate or SSIMAP Liaison in the District Office where the participant's GR or CalWORKs case is assigned to request that the participant be formally referred to the Contractor.
- 4.2.4 The participant has either U.S. citizenship or legal immigration status per SSA guidelines to be eligible for an award of SSI.
- 4.2.5 Contractor may reject a referral when the above criteria are not met or when it is not possible to provide representation; (e.g. other representation, self-representation, not denied at the reconsideration level, etc.) Contractor shall notify DPSS via LEADER/LRS and by email, fax, or USPS mail, of those participants who are rejected for representation and the reason for the rejection. A summary of referral rejections, with reasons provided, is to be included in the Monthly Management Report (MMR).
- 4.2.6 Contractor shall not initially refuse to provide representation services based solely on insufficient medical evidence or based on the participant's credibility as a witness.
- 4.2.7 Contractor shall make at least three (3) attempts by a mix of phone, USPS, or email to contact the participant if the GR or CalWORKs participant fails to show to the first appointment. If there is no contact, the Contractor will request assistance from the referring DPSS SSIMAP Advocate.
- 4.2.8 Contractor shall not file a Request for Reconsideration application on behalf of any GR or CalWORKs participant. The Contractor shall verify that referrals are for the appeals hearing stage. If the referred case is not ready for the appeals hearing stage, Contractor shall reject the referral, notify the referring agent, and send it back to the referring District Office for action.
- 4.2.9 Contractor shall print the SSI Hearing Representation Listing from LEADER, or its replacement system, once it is available, in order to obtain referrals on a daily basis. The referrals will arrive via LEADER, or its replacement system, referral-listing component,

or via fax if the system is unavailable. Contractor may accept walk-in requests for service from eligible DPSS participants only if the DPSS office managing that participant's case is contacted and approves the referral. The DPSS office will confirm the participant is currently aided on an approved GR or CalWORKs case prior to granting this approval.

- 4.2.10 Contractor shall maintain an internal manual listing (on the Contractor's own computer workstation/network in a software application such as Microsoft Word, Excel, Access, OpenOffice.org, etc.) of all referrals received as a backup to LEADER, its replacement system, or manual referral-listing method.
- 4.2.11 All cases referred to the Contractor will remain with, and are the responsibility of, the Contractor until the SSI hearing determination is complete, even if the SSI hearing determination does not occur until well past the original term of the contract. If the SSI application for which Contractor provided hearing representation at the hearing or higher court level results in an award of Social Security Disability Insurance, then Contractor will be paid the firm fixed fee that was in effect during the period that the participant was referred by County to the Contractor.

### **4.3 Appointments**

- 4.3.1 Contractor shall notify each participant via USPS mail of the initial interview appointment. Contractor shall mail such notice to each participant referred within five (5) business days after receipt of the referral. The notice shall provide the time, date, and location of the appointment, Contractor's phone number, and a list of items or documents the participant should bring to the appointment. The list shall be comprehensive in order to minimize additional visits and mailing of documents by the participant. A copy of this notice is to be sent to the referring DPSS SSIMAP Advocate, who will assist Contractor in ensuring the participant keeps the appointment, brings the requested items or documents, and provide bus fare for GR participants only. Bus fare is not available for CalWORKs participants. On the same date or the next business day of mailing the notice, the Contractor shall also attempt to telephone (if a phone number is available) the participant to advise the participant of this mailing. Contractor shall also forward an email to the participant advising of the appointment, if an email address is known. The email shall include contact information of Contractor.
- 4.3.2 Priority shall be given to those participants who are within twenty (20) days of the deadline for filing an appeal. The Contractor

shall document the appointment time and date. The mailing of the notice shall precede the appointment by seven (7) to fifteen (15) calendar days. If extenuating circumstances require less advance notice, the appointment letter may be mailed less than seven (7) days before the appointment. In such instances, Contractor must contact the DPSS SSIMAP Advocate by telephone and email (if the DPSS SSIMAP Advocate has provided an email address, if not then Contractor may email the DPSS SSIMAP Advocate's Deputy District Director) to notify the DPSS SSIMAP Advocate of the extenuating circumstances and to request the assistance of the DPSS SSIMAP Advocate in contacting the participant. The CCA will provide Contractor with DPSS contact information for DPSS SSIMAP Advocates and Deputy District Directors after the Contract has been finalized. Contractor may exercise discretion regarding requests for appointment rescheduling from participants if SSA deadlines for filing signed notices are not missed as a result of appointment rescheduling.

- 4.3.3 Contractor shall maintain a record of all participants referred for SSI Appeals representation and the disposition of such referrals.
- 4.3.4 Contractor shall ensure that GR or CalWORKs participants who arrive within fifteen (15) minutes of their appointment time are seen on the same day. Contractor shall not reschedule participants who arrived within the above mentioned timeline to another date unless the participant agrees to the new appointment date and time and SSA deadlines for filing signed notices are not missed as a result of appointment rescheduling. The participant must be afforded sufficient time to explain his/her disability, treating sources, work history, and other relevant facts. Contractor shall notify the referring DPSS SSIMAP Advocate of any rescheduled appointments.
- 4.3.5 Although appointments are to be scheduled individually with appropriate time reserved, on occasion several participants might arrive at Contractor's office at approximately the same time. In those circumstances, Contractor may initially distribute general paperwork and informational notices to the group and may give a brief explanation of the purposes and intent of the appointment to the group as a whole. The explanation must begin with a statement that each participant will be seen individually to discuss his/her case in private. Participants with an appointment for that day shall have priority for a private meeting. Under no circumstances is Contractor to discuss a participant's case in a group setting.

#### **4.4 Initial Interview**

4.4.1 Contractor shall establish a toll free number for participants to call for questions about their SSI Appeals Hearing. Contractor shall conduct the initial face-to-face interview with the participant in private. In the event that the participant fails to appear or cooperate with the face-to-face interview, Contractor may attempt to interview the participant in private via a home visit, field visit, or by telephone. Failure to complete an interview shall not preclude Contractor from moving forward with a hearing if authorized by the participant.

4.4.2 Contractor must make at least three (3) attempts to contact the participant within thirty (30) calendar days. The County's prior written approval is required to utilize any other methods of interviewing. At minimum, Contractor is to make a diligent inquiry into the nature and extent of the participant's disability(ies), treating sources, work history, and other relevant facts. Contractor shall accept the participant's file copies of medical or employment records the participant provides at the initial interview and will continue to do so until the time of the hearing.

If Contractor is unsuccessful in locating the participant after the third attempt, the Contractor is to inform the DPSS SSIMAP Advocate. The DPSS SSIMAP Advocate will attempt to locate the participant. If the DPSS SSIMAP Advocate is unable to establish contact, Contractor will close the case.

4.4.3 Contractor shall explain to the participant his/her right to choose other representation or to represent him/herself at the hearing. Contractor shall not suggest or make any referrals to other representatives. Contractor shall not comment favorably or unfavorably on the capability of the other representation the participant is considering or has chosen. Contractor is permitted to counsel a participant considering self-representation as to success rates of self-represented appellants, as well as appropriate preparation necessary for the hearing. Contractor shall have the participant sign the completed General Relief/CalWORKs Participant's Consent Form for SSI Hearing Representation, SOW Exhibits, Technical Exhibit 3.

4.4.4 Contractor shall notify DPSS within ten (10) days from date of knowledge via LEADER/LRS of those GR or CalWORKs participants who choose other or self-representation. If LEADER/LRS is not available, Contractor is to follow the manual notification process.

4.4.5 Contractor shall complete and obtain the participant's signature on all required SSA forms, SOW Exhibits, Technical Exhibits 7. If no SSI hearing is pending, the required forms include, but are not limited to:

- Technical Exhibit 7A: HA-501 Request for Hearing by Administrative Law Judge;
- Technical Exhibit 7B: HA-3441 BK Disability Report – APPEAL;
- Technical Exhibit 7C: SSA-1696 Appointment of Representative;
- Technical Exhibit 7D: SSA-827 Authorization for Source to Release Information to the Social Security Administration
- Technical Exhibit 7E: SSA-1560 Petition to Obtain Approval for a Fee for Representing a Claimant Before the Social Security Administration;
- Technical Exhibit 7F: SSA Model Fee Contract; and
- Technical Exhibit 7G: SSA 05-10075 Your Right to Representation.

Contractor shall file the required SSA appeals forms with SSA in a timely manner as shown below. SSA has allowed for the filing of appeals via the SSA website. If filed online, Contractor must ensure all required appeal documentation and forms are completed and received by SSA. The appeal may be filed online at [www.ssa.gov/pgm/appeal.html](http://www.ssa.gov/pgm/appeal.html)

4.4.6 For GR cases only, if a mental disability is claimed as a component of the SSI application (either by itself or in conjunction with a physical disability), Contractor shall refer the participant to the listing provided by the County for Los Angeles County Department of Mental Health (DMH) providers for an initial evaluation as appropriate. For CalWORKs cases, if a mental disability is claimed as a component of the SSI application (either by itself or in conjunction with a physical disability), Contractor shall refer the participant to his/her own treating physician for an initial evaluation.

Contractor shall include in the referral a letter to DMH or the treating physician explaining the reason for the referral and a request to the clinic to delineate the particulars of the mental health condition of the participant. The letter should focus on the nature and severity of the participant's disability, including observed behavior and excerpts from the SSI application or request for reconsideration documents that pertain to the participant's mental health. If DMH accepts the GR or CalWORKs participant as a patient for treatment after he/she has attended the first few appointments, or first appointment when necessary, Contractor should request the completion of a DEP 1002 Evaluation Form for Mental Disorders report in a timely manner so that it can be submitted as evidence at the hearing. Contractor shall also avail him/herself of the opportunity to qualify DMH as the treating physician for SSA purposes to give more weight to the report. If the participant has previously been referred to DMH, the Contractor may contact the SSIMAP Advocate to determine if the results of the evaluation are available.

Contractor does not have to complete this step at the initial interview if the SSI file is not yet in the participant's case folder; however, it must be completed within thirty (30) days of the initial interview for cases that have a mental disability component. Contractor shall also include an original completed SSA-827, from the SOW Exhibits, Technical Exhibit 7D, with the referral.

- 4.4.7 Subsection 4.4.6, above, does not apply if the participant is already in treatment with a DMH clinic/provider. If the participant is already in treatment, Contractor shall request a copy of the DEP 1002 and must encourage the participant to continue ongoing treatment. Contractor shall also avail him/herself of the opportunity to have DMH as the treating physician of record for SSA purposes to give more weight to the report. Contractor shall also forward a letter to the treating clinic requesting the clinic delineate the particulars of the participant's mental health condition and to complete a Psychiatric Review Technique Form with a comment referring the reader to "see DEP 1002 report." Contractor shall include in that letter a brief explanation of the guidelines established by the SSA (also known as "The Blue Book") to prove a disability.
- 4.4.8 Contractor shall obtain employment information, medical history as it pertains to disabilities and limitations, names and addresses of third party witnesses, and any other information from the participant that may be needed to adequately represent the participant at the hearing. This information is to be compared to

the SSA file and discrepancies are to be noted and clarified prior to the hearing. Contractor shall also obtain necessary waivers from the participant in order to request necessary medical records or other information.

- 4.4.9 Contractor shall initiate arrangements to interview, or obtain statements if an interview is not feasible, family members and other pertinent third party witnesses to further prepare for the hearing. The actual interviews may be scheduled for a time that is mutually convenient for the witness and Contractor, if the interview and/or statement have been completed no later than one day prior to the hearing. Contractor must request each witness who can contribute to proving the case to attend the hearing to give testimony. If more than two (2) witnesses indicate a willingness to testify, Contractor may use his/her discretion to limit the number of witnesses at the hearing.

#### **4.5 Case Record**

Contractor shall create an individual folder for each participant referred by the County. The file shall include, but not be limited to:

- Copies of contact letters;
- Request for hearing and related SSA forms;
- Correspondence to and from SSA;
- Notes taken during each interview and hearing;
- Log of length of time the participant was seen;
- Purpose and context of each participant contact (such as telephone calls and letters) with the appeals representative;
- Any other pertinent information and documentation related to the GR and CalWORKs participant; and
- All medical verification and documentation.

Contractor may use discretion regarding documentation of participant inquiries to Contractor's staff such as the non-appeals representative, the secretary, etc. The folder shall also include a participant profile related to all factors that SSA reviews in making a disability determination. Those factors include, but are not limited to, age, education, level of literacy, fluency in English, and vocational history.

In addition to the paper file, Contractor must maintain a computer file as back-up.

#### **4.6 Request SSI Hearing**

- 4.6.1 Contractor shall submit a request for hearing via the iAppeal website hosted by SSA and located at:

<https://secure.ssa.gov/apps6z/iAppeals/ap001.isp>.

If the iAppeal website is unavailable, the Request for Hearing (HA-501) and related SSA forms, SOW Exhibits, Technical Exhibit 7A, if required, and the Authorized Representative form to the Office of Disability Adjudication and Review (ODAR), formerly known as the SSA Office of Hearings and Appeals (OHA), SOW Exhibits, Technical Exhibit 6, within sixty (60) days after the participant's reconsideration denial date, or application denial date if the application was filed in a Redesign (also known as Prototype) SSA office. Reconsideration and application denial dates are displayed on the LEADER system. Denial dates must also be noted on any manual referral system. A copy of the pertinent Notice of Denial may also be provided to the Contractor by the County's SSIMAP Advocate upon request.

- 4.6.2 If the participant or the DPSS SSIMAP Advocate has already applied for a hearing, Contractor will only submit the Authorized Representative form to SSA. The Request for Hearing form is not required. Contractor must verify the pending SSI hearing by obtaining a copy of the Request for Hearing form from the participant, the County's SSIMAP Advocate, or from SSA.
- 4.6.3 Contractor shall obtain copies of pertinent medical history records from the participant's treating physicians, clinics, and hospitals for the SSA file. Duplicating records already in the SSA file due to DDS requesting them are at the discretion of the Contractor.
- 4.6.4 Contractor shall use existing County procedures to retrieve medical and mental health records through the Records Retrieval Request (RRR) by identifying GR participants who have medical and/or mental health history at one of the Department of Health Services (DHS), DMH, and Los Angeles Sheriff Department (LASD) facilities. The RRR criteria require that a GR participant be potentially eligible for SSI benefits; have medical/mental health records with DHS, DMH and/or LASD; and sign an "Authorization for Use and Disclosure of Protected Medical and Mental Health Information" (AUDPMMHI) form.

- 4.6.5 Contractor shall initiate and forward an RRR to the DPSS SSIMAP Advocate for the participants identified and shall control receipt of records.
- 4.6.6 Contractor shall administer the Inter-departmental AUDPMMHI form, which is a legal form used by DPSS, DHS, DMH and LASD and is valid for eighteen (18) months from the date it is signed by the participant.
- 4.6.7 Any costs associated with obtaining and copying these records shall be the sole responsibility of the Contractor. Contractor shall not refer any agencies or entities to the County for payment.
- 4.6.8 For GR cases, Contractor shall encourage the participant to continue (or seek) medical treatment from County facilities or their primary care physician. CalWORKs participants receive Medi-Cal; therefore, these participants are not referred to County facilities. Contractor may refer [the participant, as appropriate, for additional physical and/or psychiatric examinations to be conducted by examiners who will perform such examinations on a voluntary, no-fee basis. (This provision is added to allow for such an instance. The County is not aware of any medical examiners performing such examinations on a no-fee basis.) For CalWORKs cases, Contractor shall encourage the participant to continue to seek medical treatment from their primary care physician.
- 4.6.9 Contractor is prohibited from referring GR or CalWORKs participants to medical examiners that will require payment from the participant if SSI benefits are denied. If payment would be required predicated on approval of and receipt of the first payment for SSI, the charges shall not exceed those set forth in the California Code of Regulations, Title 8, Section 9795, Chapter 4.5, Subchapter 1, Article 5.6. Contractor is responsible for ensuring that the medical examiner understands the limits to the charges that may be assessed to the participant. Contractor shall intercede on the participant's behalf to minimize the medical examiner's charges. Contractor shall not accept any gratuity, gift, referral fee, or any other form of compensation from the medical provider, or parties acting on behalf of the medical provider, for such referral, under penalty of immediate termination of this Contract. The County will also make a referral to the appropriate regulatory agencies if such action violates other laws, regulations, or standards of professional conduct.
- 4.6.10 Contractor shall refer the participant to the County for any questions regarding GR or CalWORKs financial aid, eligibility, or need for supportive/social services.

- 4.6.11 Contractor shall advise the GR participant to request transportation assistance from the referring DPSS SSIMAP Advocate. Transportation allowance is not available for CalWORKs participants.
- 4.6.12 Contractor shall remain the participant's authorized appeal representative throughout the SSI appeal process, regardless of the participant's change in region due to a change in residence address. Additionally, Contractor shall remain the participant's authorized appeals representative throughout the SSI appeal process, even if the SSI appeal process continues past the expiration of the Contract with the County. Contractor shall remain bound to the terms of the Contract so long as Contractor represents the participant. Upon a favorable outcome of the SSI hearing (including cases represented at Appeals Council level or higher Court), Contractor shall be paid the fixed fee that was in effect at the time that the participant was referred to the Contractor.

#### **4.7 Preparation of Case for Hearing**

- 4.7.1 Contractor shall review the participant's SSA claim folder (also known as SSA disability folder or exhibit file) at the appropriate SSA or OHA location before the hearing and copy pertinent items as needed for the case file. All documents in the claim folder are to be reviewed by Contractor and annotated in the participant's case file for significant items and issues to rise at the hearing.
- 4.7.2 Contractor shall review all third party questionnaires in the SSA claim folder and follow up as needed. After reviewing the record of the participant's initial interview and interviews with family members and other pertinent third party witnesses, Contractor shall obtain additional third party questionnaires that may not be in the SSA file and review them prior to forwarding to SSA. In addition, Contractor may prepare supporting documentation (e.g. letter to the Judge) that will supplement any incomplete or missing medical records, gaps in treatment, etc. as appropriate.
- 4.7.3 Contractor shall prepare the participant for the hearing by:
- 4.7.3.1 Explaining the SSI hearing process.
  - 4.7.3.2 Interviewing the participant again before the hearing, creating the set of questions to be asked to the participant at the hearing, and going through the entire set of questions with the participant as practice at least two (2) days before the hearing.

- 4.7.3.3 Reminding participant of the importance of appearing at the hearing.
- 4.7.3.4 Notifying participant to be present one hour before hearing appointment.
- 4.7.3.5 Identifying any barriers to the participant appearing at the hearing and seeking to resolve them. If the participant's GR case is still open, the participant may obtain transportation assistance from the DPSS SSIMAP Advocate.

Contractor shall ensure that actions listed in item 4.7.3.3, 4.7.3.4, and 4.7.3.5 above are addressed at each contact with the participant prior to hearing.

- 4.7.3.6 Contractor shall hold one (1) final meeting with the participant and witnesses not less than two (2) calendar days before the hearing to review items in Subsections 4.7.1, 4.7.2, and 4.7.3 above, with the participant and to confirm that any requested witnesses will appear and give testimony at the hearing. The questions to be asked at hearing shall be finalized at this meeting. The designated Appeals Representative shall practice these final questions with the participant and the witness(es).
- 4.7.3.7 Contractor shall arrange to present expert witnesses if needed.
- 4.7.3.8 Contractor shall arrange to present third party witnesses if available, including, at a minimum, sending confirmation letters and/or making phone calls.

## **4.8 Appeals Representation**

- 4.8.1 If Contractor believes that the existing medical record may be insufficient to prove a disability commensurate with SSA guidelines for an SSI award, he/she shall recommend the ALJ order physical and/or mental consultative examinations needed to document the participant's disability. This step shall only be taken when there are no other medical sources sufficient to prove disability and the participant would lose absent additional evidence of disability. SSA pays for these examinations, which are normally conducted by SSA/DDS selected physicians. DDS is Disability Determination Services, previously known as Disability and Adult Programs Division, which is a division of the California Department of Social Services that completes medical

evaluations to determine disability for Social Security Title II and XVI, and Medi-Cal.

Contractor shall request that either the participant's treating physician conduct the examination, if the treating physician will consent to the SSA/DDS fee schedule, or that a non-volume provider perform the examination.

- 4.8.2 If SSA refers a participant's case to their Screening Unit (consisting of SSA Attorneys and paralegals) for re-examination of the reconsideration denial, Contractor shall work with the SSA Screening Unit to justify the participant's eligibility for SSI. If the SSA Screening Unit deems the participant eligible for SSI, Contractor shall not be required to represent the participant at a formal hearing. If Contractor succeeds in obtaining an SSI approval for the participant by this process, Contractor may add this case to his/her monthly invoice as a win. If the SSA Screening Unit does not find the participant eligible, Contractor will represent the participant before an ALJ in a formal hearing, as appropriate.
- 4.8.3 If SSI is denied at the hearing level, Contractor may appeal the participant's case to a higher level (i.e., Appeals Council or Federal Court for judicial review). If Contractor does not offer representation at the higher levels, Contractor may subcontract this service, subject to County approval of the referral agency. If a favorable decision is reached at the higher appeal level, Contractor will be paid the fixed fee for services rendered up to the higher level appeal; no additional fees will be paid to Contractor by the participant. Denials are not invoiced for payment.
- 4.8.4 The participant may enter a separate fee agreement with the subcontractor which is no more than twenty-five (25) percent of the past-due benefits or \$6,000, whichever is less (SSI publication No. 05-10075). A separate fee agreement relinquishes the County from payment. If a favorable decision is not reached, the participant will owe no out-of-pocket expenses.
- 4.8.5 If Contractor does not offer representation at the higher appeal levels and does not subcontract representation at higher appeal levels, based on the merits of the case, the Contractor may close the case.
- 4.8.6 Contractor shall comply with all instructions and deadlines set by the ALJ.

#### **4.9 Notification of Dismissal**

Contractor shall notify the County via the Monthly Management Report (MMR) when any hearing is dismissed. Dismissals include cases in which the participant fails to appear at the hearing or the participant appears at the hearing and submits a request to withdraw his/her Request for Hearing. Contractor must provide the County an explanation of each dismissal and demonstrate efforts to oppose the dismissal, or in the case of the participant requesting a withdrawal, what reason(s) the participant gave for the withdrawal request. Dismissals should be infrequent and will be closely monitored by the CCA for appropriateness. If a case is dismissed due to a lack of medical evidence, Contractor must provide a detailed explanation of what efforts the Contractor had made to obtain medical evidence before the hearing.

#### **4.10 Notification of Withdrawal**

Contractor shall notify the County via the MMR and the SSA Office of Hearings and Appeals of his/her withdrawal as representative on behalf of the participant. The withdrawal reason shall be clearly stated in the report. Contractor may not withdraw representation unless:

- 4.10.1 The participant's medical evidence will clearly result in SSI denial at the hearing that would prejudice a future filing by the participant. Contractor must submit a detailed report to County justifying withdrawals in this instance.
- 4.10.2 The participant is a resident alien who does not meet the criteria set forth by SSA for legal immigrants applying for SSI.
- 4.10.3 The participant refuses to follow through with the SSI Appeals hearing process. Contractor shall submit a detailed report to County that clearly reflects how participant failed to follow through with the SSI Appeals hearing process.
- 4.10.4 The participant elects to seek other counsel or to represent himself/herself. Contractor shall submit a detailed report to County that confirms participant's election of other counsel or his/her self-representation.
- 4.10.5 If the participant is combative with staff and counsel such that counsel and Contractor's staff and the DPSS SSIMAP Advocate cannot effectively work with the participant, then Contractor shall submit a detailed report to County that clearly reflects how the participant's combative behavior and actions made working with the participant ineffective and/or unmanageable.

- 4.10.6 If the participant refuses to cooperate with the Contractor, which may include combative participants, the Contractor must contact the DPSS SSIMAP Advocate to allow the Advocate to contact the participant alerting them of their responsibility to cooperate. If the participant does not want to cooperate, then the participant is asked to withdraw their request for representation.

#### **4.11 Hearing Decision**

The Contractor shall retain a copy of the hearing decision and/or other SSA notices of approval/denial in the participant's folder. The Contractor shall also enter the hearing decision data or other SSA approval/denial information on LEADER (or LRS when available). A copy of each hearing decision shall be attached to the MMR report submitted to the County by the Contractor.

#### **4.12 Use of LEADER or Successor Computer System**

- 4.12.1 Contractor shall abide by and have each employee who will require access to the LEADER or Leader Replacement System (LRS) sign a LEADER/LRS System User Security Agreement.
- 4.12.2 LEADER/LRS shall be used to access GR participant's data related to the SSI application process. This information shall be used along with information from SSA to establish the participant's current SSI status.
- 4.12.3 Print "List of Referrals for SSI Hearing" on a daily basis from the LEADER/LRS system. Manual referrals to be accepted via fax if the system is unavailable.
- 4.12.4 Input updated SSI application data for each participant within three (3) business days of the new data. If the system is down, Contractor shall immediately notify the CCA and cooperate with County technical support. If Contractor is unable to input data due to a technical LEADER/LRS problem, Contractor shall communicate the need to update LEADER/LRS to the DPSS SSIMAP Advocate.
- 4.12.5 Identify the GR or CalWORKs District Office responsible for the participant's case in order to communicate with the DPSS SSIMAP Advocate. The CCA will assist the contractor with this if necessary.
- 4.12.6 Information related to interview and hearing results shall be input into LEADER/LRS, which shall include, but is not limited to the following:

- Initial Interview date (LEADER/LRS Case Comments);
- Disposition of hearing representation referral;
- Scheduled hearing date (this information shall also be input to LEADER/LRS Case Comments);
- SSI application information updates;
- "No shows" to Contractor appointments and SSI hearing; and
- Outcome of Hearing.

**NOTE:** There are times when the system will be unavailable. Therefore, all tasks pertaining to LEADER/LRS functionality for GR and CalWORKs cases will be supplemented with manual procedures, which will be provided by the County within thirty (30) days of Contract award. Once System issues are resolved, all manually created data shall be input in to LEADER within 10 business days.

#### **4.13 Records Retention Tasks**

4.13.1 Contractor shall maintain a folder for each GR and CalWORKs participant that contains a sufficient record of the SSI Appeals data. This includes, but is not limited to:

- Applicant's name;
- Social Security Number (SSN);
- LEADER or LRS case number;
- SSI application history;
- Interview discussion data (highlights of what was discussed in interview);
- Dates participant and witnesses were prepared for hearing;
- Dates folder was reviewed for case management or quality control purposes;
- Log of dates and length of time spent on the case and purpose thereof (e.g. 05/15/10: 45 minutes review of SSA CE);

- Completed Contractor's participant Satisfaction Questionnaire;
- Authorization for Release of Medical Records;
- Participant's comments; and
- Copies of pertinent documents (medical records, hearing notices, referrals to medical providers, additional evidence submitted to SSA such as third party questionnaires).

All such records shall be available to the County upon request, primarily for purposes of Contract Monitoring.

4.13.2 Contractor is not required to retain copies of medical reports in participant's file folder. Retention of copies of medical reports is at the Contractor's discretion. However, if Contractor decides not to retain copies of medical reports in participant's file folder, Contractor shall maintain all records at a central facility for five years after the termination of this Contract as required under subsection 4.13.

#### **4.14 Reporting Tasks**

Contractor shall submit reports as required by the County concerning activities as they pertain to this Contract's duties and purposes contained herein as follows:

4.14.1 A Monthly Management Report (MMR), SOW Exhibits, Technical Exhibit 4, by Region to the CCPM by the 15<sup>th</sup> calendar day of the month following the month of service or the next business day thereafter. The MMR shall summarize:

4.14.1.1 Statistical data regarding SSI appeals hearing representation activities processed during the report month, accompanied by a list of the participants served.

4.14.1.2 Statistical data regarding SSI Appeals hearing activities, including a list of SSI hearings held, hearing decisions received, and all SSI approvals for the service month.

4.14.1.3 A listing of unfavorable hearing decisions, with reasons for the decision and indicating if Contractor will appeal the decision.

- 4.14.1.4 An explanation for each dismissal and withdrawal. Specifically, if the dismissal or withdrawal was due to a participant's absence, why the case was dismissed or withdrawn rather than rescheduled or held with the participant's testimony ruled as "non-essential". If the dismissal or withdrawal was for other reasons, Contractor shall provide a reasonable explanation as to why Contractor was unable to continue the case.
- 4.14.1.5 A narrative, as appropriate, providing the County with suggestions or comments for improving services.
- 4.14.1.6 A listing of any cases electing either self or other representation with the date Contractor was made aware of this election. Contractor is to notify the DPSS SSIMAP Advocate of such election upon notification to the Contractor.
- 4.14.1.7 Any other reports or information referred to in this Contract and as requested by the County.
- 4.14.1.8 The MMR shall be sent to the CCPM with a copy to the CCA listed in Exhibit F, County's Administration (to be provided at Contract execution).
- 4.14.1.9 The Contractor shall complete an **Interview Disposition Report** by Region to be submitted with the monthly invoice to the CCA by the 15th calendar day of each succeeding month. Sample Format will be provided by the County.
- 4.14.1.10 The Contractor shall communicate a listing of referrals in which the Contractor has not been able to update the LEADER/LRS system every fifteen (15) days.

#### **4.15 Ad Hoc Reports**

At various times, County may request data or other information from Contractor on an ad hoc basis, as needed by the Department, County Board of Supervisors, the State, or other County agencies or entities for budgetary or other purposes. Contractor shall provide the requested data to CCA, in a mutually agreeable time period.

#### **4.16 Equipment Inventory**

4.16.1 Contractor shall establish and maintain an inventory to include the following:

- brand and model;
  - type of equipment;
  - date of purchase or delivery;
  - address location of equipment;
  - contact person's name and phone number where equipment is located; and
  - cost of equipment.
- 4.16.2 Contractor shall update the equipment inventory on no less than a semi-annual basis and shall provide CCPM, with a copy to the CCA, an updated inventory list, during the term of this Contract upon request.
- 4.16.3 During the term of this Contract, Contractor shall request and receive prior authorization from County to purchase all equipment, supplies, and materials that are necessary to perform all services required under this Contract. Such purchases shall be within the Contract budget limits.
- 4.16.4 Unless applicable federal or State law requires otherwise, the County shall be sole owner of all rights, title, and interest in any and all equipment purchased by Contractor with County funds pursuant to this Contract.
- 4.16.5 Upon termination or expiration of this Contract, all Contractor equipment purchased with County funds shall be retrieved by the County with an appropriate notice to the Contractor.

## **5.0 PERFORMANCE REQUIREMENTS SUMMARY (PRS)**

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

## 5.1 Introduction

This Performance Requirements Summary (PRS) displays the major services that will be monitored during the term of this Contract. It indicates the required services, the standards for performance, maximum deviation from standard before service will be determined unsatisfactory, County's preferred method of monitoring, and the unsatisfactory performance indicator that may be assessed if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this PRS are intended to be completely consistent with this Statement of Work and are not meant to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Statement of Work. In any case of apparent inconsistency between required services or Standards as stated in the Statement of Work and Contract and this PRS, the meaning apparent in Statement of Work and Contract will normally prevail, as that is the intention of County. If any required service or Standard seems to be created in this PRS which is not set forth in Statement of Work and/or Contract, that apparent required service or Standard will not be a requirement on Contractor and will not be the basis of the assignment of any points, unless it is clarified in the Contract. However, it is the responsibility of the Contractor to point out any such inconsistencies at the time the Contract is finalized. If any discrepancies are not resolved in the final Contract, then the CCA will determine the interpretation and clarification of the matter(s) as any arise in the course of the Contract. Because the provision of services to public assistance participants is critical to the mission of DPSS, the County expects a high Standard of Contractor performance. DPSS will work with the Contractor to resolve any areas of difficulty brought to the attention of the CCA by Contractor before the allowable deviation for acceptable Standard should occur. It is the Contractor's responsibility to provide the services set forth in this Statement of Work; which are summarized in the PRS.

## 5.2 Performance Requirements Summary Chart

The Performance Requirements Summary Chart is part of, and is set forth, in this SOW Exhibits, Technical Exhibit 1. This chart lists the following:

- 5.2.1 Lists the Specific Performance Reference (Column 1 of the chart)
- 5.2.2 Lists the Required Services considered most critical to acceptable contract performance (Column 2 of chart).
- 5.2.3 Defines the Standard(s) of performance for SSI Appeals Representation win rate (Column 3 of chart).

- 5.2.4 Acceptable Quality Level (AQL) the minimum performance percent that can be accepted and still meet the Contract standard for satisfactory performance (Column 4 of chart).
- 5.2.5 Monitoring Method or quality assurance methods the County will use to evaluate the Contractor's performance in meeting the contract requirements (Column 5 of chart).
- 5.2.6 Action Required/Fiscal Deductions for not meeting the minimum AQL for each listed required service (column 6 of chart). Contractor shall submit an action plan and be assessed fiscal deductions for performance below the standard.
- 5.2.7 The objectives of the Contractor shall be to attain the highest number of wins and win rate possible. Win Rate will be calculated on an annual basis to allow for monthly fluctuations. Deductions will be calculated and assessed or paid on an annual basis.
- 5.2.8 Due to the lengthy timeframes involved in the SSI Appeals process and the expected lack of significant data immediately after implementation, bonuses and deductions for performance will not be assessed or paid based on performance in the first six months of the Contract.

### **5.3 Government Observations**

In addition to departmental contracting staff, other federal, State and/or County personnel, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### **5.4 Monitoring**

- 5.4.1 DPSS shall monitor the Contractor's performance at a minimum on a semi-annual basis or as often as needed. Contractor shall be monitored for adherence to all terms and conditions of the contract. In addition, Contractor shall be monitored for required services listed on the PRS. Contractor's deficiencies, which County determines are severe or continuing and may place performance of the Contract in jeopardy if not corrected, will be reported to the CEO and Board of Supervisors.

Contractor's performance may be evaluated by a variety of inspection methods. The methods of monitoring that may be used are:

- 5.4.1.1 Random sampling; a standardized method for

monitoring product (output) quality wherein all products within a lot (batch) stands a statistically equal chance of being selected for inspection;

- 5.4.1.2 One hundred percent inspection of items, such as reports and invoices, on a semi-annual basis or as often as needed to assure a sufficient evaluation of the Contractor's performance;
- 5.4.1.3 Review of employee files, records and reports;
- 5.4.1.4 Review of Contractor's procedures and reports for investigating, responding to, and resolving of complaints; and
- 5.4.1.5 On-site evaluations of Contractor's compliance with administrative requirements;
- 5.4.1.6 Review of Subcontractors' records and reports maintained by the Contractor;
- 5.4.1.7 Review of Contractor's documentation/results on the monitoring of their Subcontractors; and
- 5.4.1.8 Review of Subcontractor monitoring report.

#### **5.4.2 Performance Evaluation Meetings**

- 5.4.2.1 Performance evaluation meetings shall be held jointly by DPSS staff and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report, SOW Exhibits, Technical Exhibit 2 is issued, and at the discretion of the CCA, a meeting shall be held within 10 business days to discuss the problem related to the discrepancy.
- 5.4.2.2 Action items from any Performance Evaluation Meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, he/she may submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed minutes. The Contract Manager's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to submit a written statement shall result in the acceptance of the action items as written. In an unresolved dispute, the decision of the CCA will be final.

- 5.4.2.3 Upon advance notice, either the County or the Contractor may make an auditory recording of the meeting.

### **5.4.3 Contract Discrepancy Report**

- 5.4.3.1 Verbal notification of a Contract discrepancy will be made to the Contractor's Contract Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor
- 5.4.3.2 The CCA will determine whether a formal Contract Discrepancy Report ("CDR") shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the CCA within ten (10) workdays from the date of the CDR, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the CDR shall be submitted with a timetable for correction of all deficiencies identified in the CDR to the CCA within ten (10) workdays.

## **5.5 Criteria for Acceptable or Unacceptable Performance**

- 5.5.1 Contractor's unsatisfactory performance shall be determined by the number of defects that are found.
- 5.5.2 A sample may be selected at random so that it will be representative of the entire population. The sample will be compared to the standard and conclusions will be made about the Contractor performance for the whole group. The random sampling plan includes the following information:
  - 5.5.2.1 Acceptable Quality Level (AQL) - The minimum performance percent that can be accepted and still meet the Contract Standard for satisfactory performance.
  - 5.5.2.2 Lot Size - the total number of unit or services to be provided;
  - 5.5.2.3 Sample Size - the number of units to be checked in a given time period; and
  - 5.5.2.4 Acceptance/Rejection Numbers - the numbers that indicate whether the lot is acceptable or unacceptable.

5.5.3 The AQL for each sampling is taken from the PRS. The lot size is determined by estimating how often Contractor will provide a service during the sample period. To ensure each service has an equal chance of being selected, a random number table is used to determine the sample.

## **5.6 Remedy of Defects**

Notwithstanding a finding of unsatisfactory service and assessment of fiscal deductions, Contractor must, within a period specified by County, remedy any and all defects in the provision of Contractor's services and, as deemed necessary by the CCA, perform such services at an acceptable level.

## **5.7 Unsatisfactory Performance Remedies**

5.7.1 When Contractor performance does not conform to the requirements of the contract, County will have the option to apply the following non-performance remedies:

5.7.1.1 Require Contractor to implement a formal corrective action plan, subject to approval by County. In the plan, Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

5.7.1.2 Require Contractor to implement a formal corrective action plan, subject to approval by County, for systematic, deliberate misrepresentations. This does not preclude County's right to terminate any resultant contract upon thirty (30) days written notice with or without cause, as provided in Subsection 8.42, Termination for Convenience of this Contract.

5.7.2 Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for County to have the service(s) performed by others. The entire cost of such work performed by others because of Contractor's failure to perform said service(s), as determined by County, shall be credited to County on Contractor's future invoice.

5.7.3 Assess monetary deductions based on the Standards listed for the percentage of SSI Awards resulting from the total number of SSI Appeals Hearings as listed in the Performance Requirements Summary Chart.

- 5.7.4 Suspend or cancel the contract for systematic, deliberate misrepresentations. This section does not preclude the County's right to terminate the Contract upon ten (10) days written notice, as provided for in Standard Terms and Conditions, Section 8.0, Subsection 8.51, Termination for Convenience, herein above.

## **6.0 PERFORMANCE MEASURES**

- 6.1 Contractor shall perform to meet or exceed the standards in SOW Exhibits, Technical Exhibit 1, Performance Requirements Summary Chart. The County requires Contractor at a minimum to achieve or exceed the SSI Appeals Hearing Win Rate of 54 percent on an annual basis.
- 6.2 Performance standards, particularly those that apply to win rates, are subject to revision by the County. The County recognizes that significant changes in SSA regulations, or in the composition of the DPSS participant population, could have a significant effect on the Contractor's ability to achieve or exceed the performance standards.

## **7.0 QUALITY CONTROL PLAN**

Contractor shall establish and utilize a comprehensive Quality Control Plan, including internal monitoring, Subcontractor monitoring, and staff training systems to assure the County that the requirements of this Contract are met, and that a consistent high level of services are provided throughout the term of this Contract. Contractor shall monitor Subcontractors at a minimum of a semi-annual basis, or as often as needed, for adherence to all terms and conditions of the Contract. All monitoring records shall be provided to the County upon request.

- 7.1 The Quality Control Plan shall be submitted to the CCA for review within ninety (90) days of Contract start date the effective date of this Contract. The plan shall include, but may not be limited to the following:
- 7.1.1 Method for ensuring that staff rendering services under this Contract is qualified and the required staffing levels are maintained.
- 7.1.2 Method for identifying, preventing, and correcting deficiencies in the quality of service before the level of performance becomes unacceptable.
- 7.1.3 Method that the Contractor shall establish to resolve General Relief and CalWORKs participants' complaints shall include, but is not limited to, documenting the date and time the problem was first identified, a clear description of the problem, the corrective action to be taken, the length of time before the corrective action was initiated, and the timeframe showing when the corrective action will be completed. The plan shall be provided to the

County upon request. If the corrective action takes longer than one (1) month to complete, a status report of the corrective action's progress shall be included in the Contractor's Monthly Management Report (MMR), SOW Exhibits, Technical Exhibit 4.

- 7.1.4 Method of continuing to provide services to the County in the event of a strike or labor action (i.e., work slowdown, sickout, stoppage, etc.) of the Contractor's employees.
- 7.1.5 Method for monitoring subcontractors, if any, for compliance with the Contract and quality of services.

# STATEMENT OF WORK TECHNICAL EXHIBITS

## TABLE OF CONTENTS

<b>TECHNICAL EXHIBITS</b>	<b>PAGE</b>
Technical Exhibit 1 – PERFORMANCE REQUIREMENTS SUMMARY CHART .....	111
Technical Exhibit 2 – CONTRACT DISCREPANCY REPORT .....	115
Technical Exhibit 3 – PARTICIPANT'S CONSENT FORM FOR SSI HEARING REPRESENTATION.....	116
Technical Exhibit 4 – MONTHLY MANAGEMENT REPORT.....	117
Technical Exhibit 5 – SSI APPEALS CONTRACT REGIONS .....	122
Technical Exhibit 6 – LIST OF SSA OFFICES OF ADJUDICATION AND APPEALS REVIEW.....	128
Technical Exhibit 6A – SSA OFFICES BY DPSS OFFICES.....	129
Technical Exhibit 7 – SSA FORMS .....	130
Technical Exhibit 8 – DISTRICT LOCATIONS .....	161
Technical Exhibit 9 – COMPLAINT OF DISCRIMINATORY TREATMENT .....	162
Technical Exhibit 10 – CIVIL RIGHTS COMPLAINT INVESTIGATION PROCESS .....	163
Technical Exhibit 11 – CALWORKS SSI ADVOCACY PROGRAM.....	164
Technical Exhibit 12 – DPSS CASELOAD PROJECTION .....	165
Technical Exhibit 13 – PERSONS AIDED – GENERAL RELIEF AND CALWORKS.....	169
Technical Exhibit 14 – GR AND CALWORKS SSI APPEAL REFERRAL AND HEARING RESULT.....	172

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Specific Performance Reference	Required Services	Standard(s) of Performance	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Contract, 5.0, Section 5.1.2 SOW Section 6.0	Annual basis, contractor meets or exceeds a minimum 54 percent <u>SSI Appeals Hearing Win Rate Standard</u> .	Contractor achieves SSI Appeals Hearing Win Rate standard	54%	Annual review of Monthly Management Reports and Contractor's invoices.	Contractor assessed a \$5,000 deduction against next invoice payment for failure to meet minimal performance standard. Contractor must submit action plan to improve win rate and is put on notice that Contract may be subject to cancellation if performance does not improve.
Contract, Section 7.0, Administration of Contract – Contractor SOW 3.1	Ensures that employees receiving public assistance have no access to the Contractor's records of any friends, relatives, business relations, personal acquaintances, tenants, or an individual who could sway conduct or performance on the job. Also ensures all employees conduct themselves professionally when in contact with DPSS employees and participants.	When reasonably requested by CCA, requires Contractor to remove an employee within 24 hours and replace the employee within 20 workdays.  Exception: Contractor requests an extension and provides documentation of good faith effort to find a suitable replacement. Contractor may also be exempted from replacing the employee upon acceptance by the CCA of documentation from Contractor that the position is not essential to full performance and compliance with the contract.	100%	Receipt and review of staff resumes, review of records.	Failure to fill vacancies or to replace unacceptable staff, \$25 per occurrence, per day, beginning the 21 <sup>st</sup> workday.
SOW, Section 3.0, Contractor Responsibilities, Subsection 3.1, Personnel	Ensures the Contract Manager and alternate meet the required qualification.	Contract Manager and Alternate meet the minimum five (5) and three (3) years of experience, respectively.	100%	Receipt and review of staff resumes, review of records.	For each resume that indicates staff member does not meet criteria or contains inaccurate data. \$50.00 per occurrence
SOW, Section 3.0, Contractor Responsibilities, Subsection 3.1, Personnel	Ensures that the Lead Appeals Hearing Representatives and Appeal Hearing Representatives meet the required qualifications.	Lead Appeals Hearing Representatives and Appeal Hearing Representatives are licensed attorneys and have five (5) and two (2) years of experience, respectively.	100%	Receipt and review of staff resumes, review of records.	Appeals Hearing Representatives did not meet the minimum requirements \$50.00 per occurrence

# PERFORMANCE REQUIREMENTS SUMMARY CHART

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Specific Performance Reference	Required Services	Standard(s) of Performance	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Quality Control Plan, SOW Section 7.0	Ensures that the Contractor establishes and uses a Quality Control (QC) plan approved by the County.	<p>a. Requires Contractor to provide a QC plan on Contract start date.</p> <p>b. Requires Contractor to comply with County approved plan.</p>	100%	Semi-Annual review for compliance with the QC plan.	<p>a. Late or incomplete QC plan \$500</p> <p>b. \$50 a day</p>
Contract Discrepancy Report (CDR) 5.4.3 SOW Exhibit B-2	Ensures that the Contract Manager responds to a formal Contract discrepancy within a time period mutually agreed upon and submits a corrective action plan within ten work days.	Requires a response within specific timeframes upon notification of a CDR.	100%	Review date of receipt of responses to CDRs.	\$100 deducted per day that the corrective action plan is past due.
Hours of Operation SOW Section 3.8	Provide SSI appeals representation services at a minimum of eight (8) hours a day, Monday through Friday, from 8:00 A.M. to 5:00 P.M.	<p>Requires direct services be performed during the required hours of operation.</p> <p>Note: Contractor may have County-approved added optional business hours.</p>	100%	User complaint Semi-annual review of on-site investigation.	\$100 per day
Hours of Operation SOW Section 3.8	Ensures that Attorneys appear for scheduled hearings.	Requires Hearing Representatives (Attorneys) appear at scheduled hearings. Exception: Hearings that fall on County recognized-holidays may be rescheduled with ALJ approval.	100%	Semi-annual review of on-site investigation.	Contractor Attorney does not appear for SSI hearing and neglected to reschedule. \$100.00 deduction
Office Space SOW Section 3.2	Ensures that Contractor furnishes appropriate office equipment, internet, and e-mail services. Ensures that the office is located within Los Angeles County and within one hour travel distance from the DPSS District Office located within the regional boundaries.	Equipment, service and office locations are sufficient to perform services under this contract.	100%	Semi-annual review of a random sample of records, or investigation on-site.	<p>\$50 deduction per day if equipment and services not furnished.</p> <p>\$50 deduction per day per instance that a participant must commute to the Contractor's office location that is more than a one-hour bus commute from the regional DPSS District Office.</p>

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Specific Performance Reference	Required Services	Standard(s) of Performance	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Appointments SOW Section 4.3	Participants are seen within 15 minutes of the scheduled appointments within same day.	All appropriate referrals seen in a timely manner with records maintained.	95%	Semi-annual review of a random sample of records, substantiated user complaint, on-site investigation.	\$25 deduction for each occurrence.
	Ensures Contractor maintains records of all referrals and the disposition.				
Case Record & Retention SOW Section 4.5 and Section 4.13	Ensures Contractor complies with case record maintenance requirements.	Requires Contractor to create an individual folder for each participant and ensure that the case file is properly documented and prepared for the SSI hearing.	95%	Semi-annual review of a random sample of records, substantiated user complaint, on-site investigation.	\$25 deducted per deficiency in case records.
Initial Interview SOW Section 4.4	Ensures the Contactor makes diligent efforts to conduct the interview and at least three (3) attempts to reach the participant within thirty calendar days.	Requires at least three (3) attempts to contact participants within 30 calendar days.	100%	Semi-annual review of a random sample of records, substantiated user complaint, on-site investigation.	\$50.00 per occurrence
Notifications Sec. 4.9- 4.11	Ensures Contractor notifies the County of case dismissals and withdrawals via MMR, and enters hearing decisions on LEADER/LRS.	Contractor shall notify Contractor of dismissal or withdrawal via the MMR, submitted to County by the 15 <sup>th</sup> day following reporting month. For hearing decision, Contractor shall enter the hearing decision into LEADER/LRS within 10 days.	95%	Semi-annual review of a random sample, of records, on-site investigation.	\$50 for each notice not sent timely.

**PERFORMANCE REQUIREMENTS SUMMARY CHART**

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Specific Performance Reference	Required Services	Standard(s) of Performance	Acceptable Quality Level (AQL)	Monitoring Methods	Fiscal Deductions
Use of LEADER or Other Computer System SOW Section 4.12	a. Ensures Contractor staff who have access to the LEADER/LRS system have completed LEADER/LRS System User System Security Agreement.	LEADER/LRS User System Security Contracts signed by Contractor staff with LEADER/LRS access and kept on file.	100%	Random sample, semi-annual review of records, on-site investigation.	\$25 deducted for each occurrence of unauthorized use of LEADER data.
Use of LEADER or Other Computer System SOW Section 4.12	b. SSI appeals data is to be updated in LEADER/LRS within three (3) business days.	All appropriate data entered in a timely manner.	95%	Random sample, semi-annual review of records, on-site investigation.	\$25 deducted per case not updated in LEADER. <sup>1</sup>
Reporting Tasks, SOW Section 4.14	Ensures MMR and Invoice are submitted timely.	Requires MMR be submitted by the 15 <sup>th</sup> day following reporting month.	95%	Monthly review of records submit and submission deadlines.	\$25 deducted per day late.
Reporting Tasks, SOW Section 4.14, SOW Exhibits, Exhibit B-4	Submit complete and accurate MMR	MMR contains complete and accurate report of monthly operations.	95%	Monthly review of records submit and submission deadlines.	\$50 deducted per incomplete MMR.

<sup>1</sup> The requirement to update LEADER shall not be enforced until such time as Contractor staff has the ability to do so including training, authorization, and set-up to access participant records on LEADER.

**CONTRACT DISCREPANCY REPORT**

**TO:**

**FROM:**

**DATES:** Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of County Representative

\_\_\_\_\_

Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature of Contractor Representative

\_\_\_\_\_

Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date: \_\_\_\_\_

Contractor Representative's Signature and Date: \_\_\_\_\_

**GENERAL RELIEF/CalWORKs PARTICIPANT'S CONSENT FORM FOR SSI HEARING REPRESENTATION**

Case Name: \_\_\_\_\_ Social Security Number: \_\_\_\_\_

Case Number: \_\_\_\_\_

I, (Name), **UNDERSTAND THAT** I have the right to have anyone of my choice represent me for my Supplemental Security Income (SSI) formal hearing before the Social Security Administration to appeal the denial of my application for SSI assistance.

Check one:

**INDEPENDENTLY OBTAINED AUTHORIZED REPRESENTATIVE**

I choose to have someone other than \_\_\_\_\_ to represent me for the SSI formal hearing. I understand I can obtain referrals for representation by contacting: Social Security Administration 1-800-772-1213, Lawyer Referral and Information Services for the Los Angeles County Bar Association (213) 243-1525, or Legal Aid Foundation of Los Angeles 1-800-399-4529. I also understand that I am responsible for payment of any and all fees if I choose to use another representative.

**AUTHORIZED REPRESENTATIVE CONTRACTED BY LOS ANGELES COUNTY**

I authorize \_\_\_\_\_ to represent me in the SSI formal hearing. I UNDERSTAND THAT I HAVE THE RIGHT TO DISMISS THE COUNTY REPRESENTATIVE. I UNDERSTAND THAT THERE IS NO COST TO ME FOR THIS SERVICE.

I have the responsibility to immediately notify my authorized representative if I decide to dismiss him/her as my representative. I understand that Social Security regulations require me to notify the Social Security Administration in writing of any change in my representative.

**I HAVE READ AND UNDERSTAND THE ABOVE.**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**SSI APPEALS PROGRAM  
MONTHLY MANAGEMENT REPORT**

**GENERAL RELIEF**

**CALWORKS**

Contractor's Name \_\_\_\_\_ Date \_\_\_\_\_

Month/Year \_\_\_\_\_ Region \_\_\_\_\_

\_\_\_\_\_ Date \_\_\_\_\_

Contractor's Signature \_\_\_\_\_

Contract Period \_\_\_\_\_

Name of Person Preparing/Completing Report \_\_\_\_\_

Phone \_\_\_\_\_

1. Number of pending cases from previous month's report (#11 from previous month's report) \_\_\_\_\_
2. Number of new referrals received this month \_\_\_\_\_
3. TOTAL CASES ON HAND (1+2) \_\_\_\_\_
4. Number of "No Shows" at initial interview \_\_\_\_\_
5. Number of cases withdrawn for the month (a+b+c) \_\_\_\_\_
  - (a) Number of Other Reps. \_\_\_\_\_
  - (b) Number of Self-Reps. \_\_\_\_\_
  - (c) Other (explain: \_\_\_\_\_) \_\_\_\_\_
6. Number of cases dismissed at hearing (a+b+c) \_\_\_\_\_
  - (a) Participant failed to appear at hearing \_\_\_\_\_
  - (b) Participant requested at hearing to withdraw Request for Hearing \_\_\_\_\_
  - (c) Other (explain: \_\_\_\_\_) \_\_\_\_\_
7. Number of final decisions at the hearing level received this month (a+d) \_\_\_\_\_
  - (a) Number of Approvals \_\_\_\_\_
  - (b) Number of Denials (Less) \_\_\_\_\_
  - (c) Number of Denials Appealed \_\_\_\_\_
  - (d) Net Denials \_\_\_\_\_

**SSI APPEALS PROGRAM  
MONTHLY MANAGEMENT REPORT**

**GENERAL RELIEF**

**CALWORKS**

Region \_\_\_\_\_

Month/Year \_\_\_\_\_

8. Number of final decisions at the Appeals Council level received this month (a+d) \_\_\_\_\_
- (a) Number of Approvals \_\_\_\_\_
- (b) Number of Denials (Less) \_\_\_\_\_
- (c) Number of Denials Appealed \_\_\_\_\_
- (d) Net Denials \_\_\_\_\_
9. Number of final decisions at the Federal Court level received this month (a+b) \_\_\_\_\_
- (a) Number of Approvals \_\_\_\_\_
- (b) Number of Denials \_\_\_\_\_
10. TOTAL NUMBER OF DISPOSITIONS AS OF LAST DAY OF MONTH (4+5+6+7+8+9) \_\_\_\_\_
11. Number of cases pending (3-10) \_\_\_\_\_

**SSI APPEALS PROGRAM  
MONTHLY MANAGEMENT REPORT**

GENERAL RELIEF                       CalWORKs

12. FINAL DISPOSITION OF CASES THIS MONTH (MUST EQUAL #10 ABOVE)

PARTICIPANT'S NAME	DPSS CASE NUMBER	DATE OF SSI HEARING	DECISION DATE	HEARING DISPOSITION (i.e., Approval, Denial, Dismissal, Withdrawal, Other) Attach Explanations for Dismissal, Withdrawal and Other
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				
16.				
17.				
18.				

### SSI APPEALS PROGRAM MONTHLY MANAGEMENT REPORT

GENERAL RELIEF

CALWORKS

#### 13. HEARINGS HELD THIS MONTH

PARTICIPANT'S NAME	DPSS CASE NUMBER	SSI HEARING DATE
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		

**SSI APPEALS PROGRAM  
MONTHLY MANAGEMENT REPORT**

GENERAL RELIEF

CALWORKS

**14. NUMBER OF "NO SHOWS" AT INITIAL INTERVIEW**

<b>PARTICIPANT'S NAME</b>	<b>DPSS CASE NUMBER</b>	<b>SSI HEARING DATE</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		

**SSI APPEALS - CONTRACT REGIONS**

(See Following Pages for GR and CalWORKs District Office Boundaries and Map)

REGION	DISTRICT	PROGRAM
REGION I	Civic Center 813 E. 4th Street Los Angeles, CA 90013	GR
	Metro East 2855 E. Olympic Blvd. Los Angeles, CA 90023	GR
REGION II	Wilshire Special 2415 West Sixth Street Los Angeles, CA 90057	GR and CalWORKs
	Rancho Park 11110 W. Pico Blvd. Los Angeles, CA 90064	GR
REGION III	South Special 17600 "B" Santa Fe Rancho Dominguez, CA 90221	GR
REGION IV	Metro Special 2707 So. Grand Ave. Los Angeles, CA 90007	GR

REGION	DISTRICT	PROGRAM
<p><b>REGION V</b></p>	<p>Glendale 4680 San Fernando Rd. Glendale, CA 91204</p>	<p>GR and CalWORKs</p>
	<p>Pasadena 955 N. Lake Pasadena, CA 91104</p>	<p>GR</p>
<p><b>REGION VI</b></p>	<p>San Gabriel Valley 3352 Aerojet Ave. El Monte, CA 91731</p>	<p>GR and CalWORKs</p>
	<p>Pomona 2040 W. Holt Ave. Pomona, CA 91768</p>	<p>GR</p>
<p><b>REGION VII</b></p>	<p>South Central 10728 S. Central Ave. Los Angeles, CA 90059</p>	<p>GR</p>
	<p>Southwest Special 1326 W. Imperial Hwy. Los Angeles, CA 90044</p>	<p>GR</p>
<p><b>REGION VIII</b></p>	<p>Lancaster 349-B East Avenue K-6 Lancaster, CA 93535</p>	<p>GR</p>
	<p>San Fernando Branch 9188 Glenoaks Sun Valley, CA 91352</p>	<p>GR</p>

## **GR DISTRICT OFFICE BOUNDARIES - LOS ANGELES COUNTY**

### **Region I (Civic Center and Metro East Districts)**

#### Civic Center District

The Civic Center District services the central Los Angeles area, including downtown Skid Row.

#### Metro East

The Metro East district boundary area includes portions of the city of Los Angeles, the cities of Bell, Maywood, Vernon, Huntington Park, and touches the city of Monterey Park to the east, as well as the unincorporated areas.

On the north, the district extends to the San Bernardino Freeway, and to the city of South Gate on the south. The western boundaries are the Golden State Freeway, the Los Angeles River, and Alameda Avenue. The western boundaries separate the East Los Angeles community from the central and greater Los Angeles area.

### **Region II (Wilshire Special and Rancho Park)**

#### Wilshire Special

The Wilshire Special District services the communities of Echo Park, Silver Lake, Hollywood and part of central Los Angeles.

#### Rancho Park

The Rancho Park District serves the West Los Angeles area. The district services an area that stretches from Mulholland Drive on the north to Florence Avenue on the south and from Crenshaw Boulevard on the east to the Pacific Ocean on the west.

### **Region III (South Special)**

#### South Special

The South Special District boundaries are Willowbrook, Huntington Park, Bell, Bell Gardens, Pico Rivera, City of Industry, Hacienda Heights, and Rowland Heights to the north, Orange County to the east, the Pacific Ocean, including Santa Catalina Island to the south, and Torrance, Gardena, Hawthorne and Inglewood to the west.

### **Region IV (Metro Special)**

#### Metro Special

The Metro Special District serves the South Central metropolitan area of Los Angeles.

**Region V (Glendale and Pasadena)**

Glendale

The Glendale District serves the Glendale area.

Pasadena

The Pasadena District serves the communities of Pasadena, South Pasadena, San Marino, Arcadia, Altadena, Sierra Madre, and Monrovia.

**Region VI (San Gabriel Valley and Pomona)**

San Gabriel Valley

The San Gabriel Valley District serves the communities of Alhambra, San Gabriel, and Temple City, and parts of Arcadia, El Monte, Monrovia, Monterey Park, and Rosemead.

Pomona

The Pomona District serves the communities of Pomona, Claremont, San Dimas, La Verne, Azusa, Covina, West Covina, Glendora, Walnut, Diamond Bar, and Rowland Heights.

**Region VII (Southwest Special and South Central)**

Southwest Special

The Southwest Special District boundaries extend from the inner city to such communities as Manhattan Beach, Hermosa Beach, and Marina Del Rey.

South Central

The South Central District serves South Central Los Angeles.

**Region VIII (San Fernando Valley and Lancaster)**

San Fernando Valley

The San Fernando Valley District provides services to the San Fernando Valley.

Lancaster

The Lancaster District boundaries are the San Bernardino County line on the east, the Kern County line on the north, and the Ventura County line to the northwest. In addition, this district serves the Santa Clarita Valley.

**DISTRICT SERVICE AREAS FOR CalWORKs SSIMAP ADVOCATES\***

**GLENDALE**

West Los Angeles  
East Valley  
Lancaster/Santa Clarita  
Pasadena  
West Valley  
Southwest Family

**SAN GABRIEL VALLEY**

Compton  
Florence  
El Monte  
Pomona  
Belvedere  
Norwalk  
Paramount

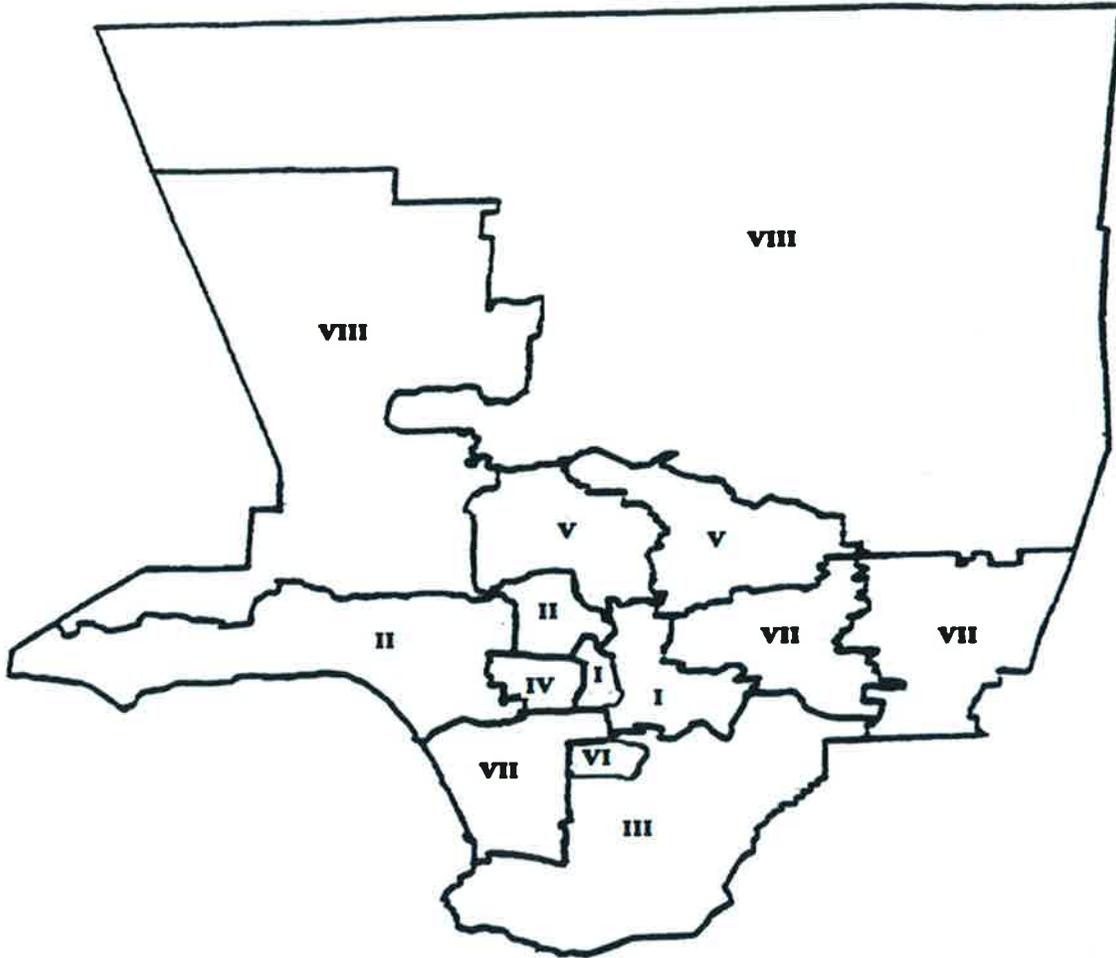
**WILSHIRE SPECIAL**

Metro Family  
Exposition Park  
South Central  
Metro North  
South Family  
Cudahy  
Metro East

\*The service areas are based on the CalWORKs district offices nearest to one of the three (3) office locations of the CalWORKs SSIMAP staff.

Please note: Contractor is responsible for serving participants in their primary language (Armenian, Cambodian, Chinese [Cantonese], Spanish, and Vietnamese), although they are not in their service area. Primary languages for each district are Glendale (Armenian/Vietnamese); San Gabriel Valley (Spanish/ Cantonese); and Wilshire Special (Spanish/Cambodian).

### SSI APPEALS CONTRACT REGIONS



**LIST OF SSA OFFICES OF DISABILITY ADJUDICATION AND APPEALS REVIEW  
(ODAR)**

**Office Hours 8:00 A.M. – 4:00 P.M.**

Los Angeles	City National Bank Building 606 South Olive St., Suite 1200 Los Angeles, CA 90014 (213) 894-2669 Service Area: Boyle Heights, Crenshaw, Inglewood, Downtown LA, Montebello, University Village, Wilshire Center
Downey	Downey National Bank Building 8345 Firestone Blvd., Suite 210 Downey, CA 90241 (562) 869-5889 Service Area: Compton, Downey, Huntington Park, Norwalk, South LA, and Whittier
Long Beach (includes Lancaster)	Federal Office Building 501 West Ocean Blvd., Suite 5300 Long Beach, CA 90802 (562) 980-4116 Service Area: Lakewood, Long Beach, Torrance
Pasadena	Pasadena ODAR 800 East Colorado Blvd., Suite 500 Pasadena, CA 91101 (866) 354-0220 Service Area: Alhambra, El Monte, Glendale, Pasadena, West Covina
West Los Angeles	West Los Angeles ODAR 12121 Wilshire Blvd., Suite 400 Los Angeles, CA 90025 (866) 748-2089 Service Area: Chatsworth, Westwood, Media Cities, Santa Clarita, Van Nuys
Santa Ana/Orange (includes Pomona)	Centrum North 1120 W. La Veta Ave., Suite 600 Orange, CA 92668 (866) 593-1447 Service Area: Anaheim, Brea, Corona, Fountain Valley, Garden Grove, Mission Viejo, Ontario, Pomona Valley Santa Ana

### SSA OFFICES by DPSS OFFICES GR SSIMAP

DPSS District Office	SSA Office	Redesign/Non-Redesign (No Reconsideration)
Glendale #02	710 S. Central Ave., Suite 320 Glendale, CA 91204	<b>Redesign</b>
Pasadena #03	104 N. Mentor Ave. Pasadena, CA 91106	Non-Redesign
South Special #07	171 E. Compton Blvd. Compton, CA 90220	<b>Redesign</b>
Southwest Special #08	12429 S. Avalon Blvd. Los Angeles, CA 90002	<b>Redesign</b>
Wilshire Special #10	611 W. 6th St., Suite 700 Los Angeles, CA 90017	Non-Redesign
Civic Center #14	611 W. 5th St., Suite 700 Los Angeles, CA 90017	Non-Redesign
Metro East #15	240 N. Breed St. Los Angeles, CA 90033	Non-Redesign
San Gabriel Valley #20	3380 Flair Dr. El Monte, CA 91731	Non-Redesign
South Central #27	12429 S. Avalon Blvd. Los Angeles, CA 90002	<b>Redesign</b>
San Fernando Valley #32	456 San Fernando Mission Blvd. San Fernando, CA 91340	Non-Redesign
Lancaster #34	44451 N. 20th St. West Lancaster, CA 93534	Non-Redesign
Pomona #36	436 W. Fourth St. Pomona, CA 91766	Non-Redesign
Rancho Park #60	11500 W Olympic Blvd. Los Angeles, CA 90064	<b>Redesign</b>
Metro Special #70	1115 W. Adams Blvd. Los Angeles, CA 90007	<b>Redesign</b>

01/03/11

## SSA FORMS

Contractor shall utilize required SSA forms which include but are not limited to the following:

Exhibit B-7A	HA-501	Request for Hearing by Administrative Law Judge
Exhibit B-7B	SSA-3441-BK	Disability Report Appeal
Exhibit B-7C	SSA-1696	Appointment of Representative
Exhibit B-7D	SSA-827	Authorization for Source to Release Information to the Social Security Administration
Exhibit B-7E	SSA-1560	Petition to Obtain Approval for a Fee for Representing a Claimant Before the Social Security Administration
Exhibit B-7F	SSA	Model Fee Contract
Exhibit B-7G	SSA 05-10075	Your Right to Representation

The most recent version of such SSA forms are incorporated herein by reference.

HA-501

REQUEST FOR HEARING BY ADMINISTRATIVE LAW JUDGE

SOCIAL SECURITY ADMINISTRATION OFFICE OF DISABILITY ADJUDICATION AND REVIEW		Form Approved OMB No. 0660-0260
<b>REQUEST FOR HEARING BY ADMINISTRATIVE LAW JUDGE</b>		
<i>(Take or mail the completed original to your local Social Security office, the Veterans Affairs Regional Office in Manila or any U.S. Foreign Service post and keep a copy for your records)</i>		
1. CLAIMANT NAME		2. WAGE EARNER NAME, IF DIFFERENT
3. CLAIMANT CLAIM NUMBER, IF DIFFERENT	4. SPOUSE'S NAME, IF NOT WAGE EARNER	5. SPOUSE'S CLAIM NUMBER OR SSN

6. I REQUEST A HEARING BEFORE AN ADMINISTRATIVE LAW JUDGE. I disagree with the determination made on my claim because:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

An Administrative Law Judge of the Social Security Administration's Office of Disability Adjudication and Review or the Health and Human Services will be appointed to conduct the hearing or other proceedings in your case. You will receive notice of the time and place of a hearing at least 20 days before the date set for a hearing.

8. I have additional evidence to submit <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Do not complete if the appeal is a Medicare issue. Check one of the blocks: <input type="checkbox"/> I wish to appear at a hearing. <input type="checkbox"/> I do not wish to appear at a hearing and I request that a decision be made based on the evidence in my case. (Complete Waiver Form HA-4000)
Name and address of source of additional evidence:  _____	
(Please submit it to the hearing office within 10 days. Your serving Social Security Office will provide the address. Attach an additional sheet if you need more space.)	

You have a right to be represented at the hearing. If you are not represented but would like to be, your Social Security office will give you a list of legal referral and service organizations. If you are represented and have not done so previously, complete and submit form SSA-1696 (Appointment of Representative) unless you are appealing a Medicare issue.

Regardless of the issue you are appealing, you should complete No. 8 and your representative (if any) should complete No. 9. If you are represented and your representative is not available to complete this form, you should also print his or her name, address, etc., in No. 9.

8. CLAIMANT'S SIGNATURE - Optional	DATE	9. REPRESENTATIVE'S NAME	DATE
RESIDENCE ADDRESS		ADDRESS <input type="checkbox"/> ATTORNEY <input type="checkbox"/> NON-ATTORNEY	
CITY	STATE	ZIP CODE	CITY
STATE	ZIP CODE	STATE	ZIP CODE
TELEPHONE NUMBER	FAX NUMBER	TELEPHONE NUMBER	FAX NUMBER

**TO BE COMPLETED BY SOCIAL SECURITY ADMINISTRATION- ACKNOWLEDGMENT OF REQUEST FOR HEARING**

10. Request received for the Social Security Administration on \_\_\_\_\_ by \_\_\_\_\_ (Print Name)

(Date) (Title) (Address) (Serving FO Code) (PO Code)

11. Was the request for hearing received within 65 days of the reconsidered determination?  YES  NO  
If no is checked, attach claimant's explanation for delay, and attach copy of appointment notice, letter, or other pertinent material or information in the Social Security office.

12. Claimant is represented <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> List of legal referral and service organizations provided	15. Check all claim types that apply
13. Interpreter needed <input type="checkbox"/> Yes <input type="checkbox"/> No Language (including sign language): _____	<input type="checkbox"/> RSI only (RSI)

14. Check one: <input type="checkbox"/> Initial Entitlement Case <input type="checkbox"/> Disability Cessation Case <input type="checkbox"/> Other Post-entitlement Case	<input type="checkbox"/> Title II Disability-worker or child only (DIWC)
	<input type="checkbox"/> Title II Disability-Widow(er) only (DIWW)
	<input type="checkbox"/> SSI Aged only (SSIA)
	<input type="checkbox"/> SSI Blind only (SSIB)
	<input type="checkbox"/> SSI Disability only (SSID)
	<input type="checkbox"/> SSI Aged/Title II (SSAC)
	<input type="checkbox"/> SSI Blind/Title II (SSBC)
	<input type="checkbox"/> SSI Disability/Title II (SSDC)
	<input type="checkbox"/> Title XVII (HISMI)
	<input type="checkbox"/> Title XVII Only (SVD)
	<input type="checkbox"/> Title VIII/Title XVI (SVD/SSI)
	<input type="checkbox"/> Other - Specify _____

16. HO COPY SENT TO: _____ HO on _____	<input type="checkbox"/> Title II	<input type="checkbox"/> Title XVI	<input type="checkbox"/> Title VIII	<input type="checkbox"/> T XVIII
<input type="checkbox"/> CF Attached	<input type="checkbox"/> Title II	<input type="checkbox"/> Title XVI	<input type="checkbox"/> Title VIII	<input type="checkbox"/> T XVIII
<input type="checkbox"/> Title II CF held in FO	<input type="checkbox"/> Electronic Folder			
<input type="checkbox"/> CF requested	<input type="checkbox"/> Title II	<input type="checkbox"/> Title XVI	<input type="checkbox"/> Title VIII	<input type="checkbox"/> T XVIII
(Copy of email or phone report attached)				

17. CF COPY SENT TO: _____ HO on _____	<input type="checkbox"/> Title II	<input type="checkbox"/> Title XVI	<input type="checkbox"/> Title XVII
<input type="checkbox"/> CF Attached	<input type="checkbox"/> Title II	<input type="checkbox"/> Title XVI	<input type="checkbox"/> Title XVII
<input type="checkbox"/> Other Attached:	_____		

Form HA-501-US (04-2012) of (08-2012) TAKE OR SEND ORIGINAL TO SSA AND RETAIN A COPY FOR YOUR RECORDS  
Use 02-2011 Edition Until Stock is Exhausted

HA-501

REQUEST FOR HEARING BY ADMINISTRATIVE LAW JUDGE  
**PRIVACY ACT STATEMENT**  
 Request for Hearing by Administrative Law Judge

Sections 205(a) (42 U.S.C. 405 (a)), 702 (42 U.S.C. 902), 1631(e) (1) (A), and (B) (42 U.S.C. 1383(e) (1) (A) and (B)), 1839(i) (42 U.S.C. 1395r), 1869(b) (1), and (c) (42 U.S.C. 1395ff) of the Social Security Act, as amended, authorize us to collect this information. We will use the information you provide to continue processing your claim.

Providing this information is voluntary. However, failing to provide us with all or part of the requested information may prevent us from making an accurate and timely decision on your claim.

We rarely use the information you supply for any purpose other than for determining problems in Social Security programs. However, we may use it for the administration and integrity of Social Security programs. We may also disclose information to another person or to another agency in accordance with approved routine uses, which include, but are not limited to the following:

1. To enable a third party or an agency to assist Social Security in establishing rights to Medicare benefits and/or coverage;
2. To comply with Federal laws requiring the release of information from Social Security records (e.g., to the Government Accountability Office and the Department of Veterans' Affairs);
3. To make determinations for eligibility in similar health and income maintenance programs at the Federal, State, and local level; and
4. To facilitate statistical research, audit, or investigate activities necessary to assure the integrity of Social Security programs.

We may also use the information you provide in computer matching programs. Matching programs compare our records with records kept by other Federal, State, or local government agencies. Information from these matching programs can be used to establish or verify a person's eligibility for Federally-funded or administered benefit programs and for repayment of payments or delinquent debts under these programs.

A complete list of routine uses for this information is available in System of Records Notices 60-0089, Claims Folder System and 60-0950, Completed Determination-Continuing Disability Determinations. These notices, additional information regarding this form, and information regarding our programs and systems, are available on line at [www.socialsecurity.gov](http://www.socialsecurity.gov) or any local Social Security office.

**Paperwork Reduction Act Statement** - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by Section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 10 minutes to read the instructions, gather the facts, and answer the questions. **SEND OR BRING THE COMPLETED FORM TO YOUR LOCAL SOCIAL SECURITY OFFICE.** You can find your local Social Security office through SSA's website at [www.socialsecurity.gov](http://www.socialsecurity.gov). Offices are also listed under U. S. Government agencies in your telephone directory or you may call Social Security at 1-800-772-1213 (TTY 1-800-325-0778). You may send comments on our time estimate above to: SSA, 6401 Security Blvd, Baltimore, MD 21235-6301. Send only comments relating to our time estimate to this address, not the completed form.

Form HA-501-L:5 (08-2012) e7 (08-2012)

DISABILITY REPORT APPEAL

SSA-3441-BK

**DISABILITY REPORT - APPEAL - Form SSA-3441-BK**

READ ALL OF THIS INFORMATION BEFORE YOU BEGIN  
COMPLETING THIS FORM

We will use the information that you give us on this form to update your disability report information for your appeal. We will use the form to update your disability information **since you last completed a disability report**. Please complete as much of the form as you can. If you need help, your interviewer will help you finish it. If you have an appointment for an interview by telephone, have the form ready to discuss with us when we call you. If you have an appointment for an interview in our office, bring the completed form with you or mail it ahead of time, if you were told to do so. If you have access to the Internet, you may access the Disability Report Form - Appeal instructions at <http://www.ssa.gov/online/ssa-3441.html>.

If you are filling out the form for someone else, please provide information about him or her. When a question refers to "you," "your," or the "Disabled Person," it refers to the person who is applying for or has been entitled to disability benefits.

**HOW TO COMPLETE THIS FORM**

- Print or write clearly.
- **DO NOT LEAVE ANSWERS BLANK.** If you do not know the answers, or the answer is "none" or "does not apply," please write: "don't know," or "none," or "does not apply."
- **IN SECTION 3, PUT INFORMATION ON ONLY ONE DOCTOR/HMO/THERAPIST/OTHER/HOSPITAL/CLINIC IN EACH SPACE.**
- Each address should include a ZIP code. Each telephone number should include an area code.
- **DO NOT ASK A DOCTOR OR HOSPITAL TO COMPLETE THIS FORM.** However, you can get help from other people, like a friend or family member.
- Be sure to explain an answer if the question asks for an explanation, or if you want to give additional information.
- If you need more space to answer any questions or want to tell us more about an answer, please use Section 10 - REMARKS on Page 7, and show the number of the question being answered.

**ABOUT YOUR MEDICAL RECORDS**

If you have any medical records or copies of prescriptions at home, send them to our office with your completed form or, if you are having an interview in our office, bring them and any medicine containers with you. If you need the records back, tell us and we will photocopy them and return them to you.

**YOU DO NOT NEED TO ASK DOCTORS OR HOSPITALS FOR ANY MEDICAL RECORDS THAT YOU DO NOT ALREADY HAVE.** With your permission, we will do that for you. The information we ask for on this form tells us to whom we should send a request for medical and other records. If you cannot remember the names and addresses of your medical sources, you may be able to get that information from the telephone book, medical bills, prescriptions, or prescription containers.

Disability Report - Appeal SSA-3441-BK

DISABILITY REPORT APPEAL

SSA-3441-BK

**The Privacy Act**

Sections 205(a), 223(d), and 1631(e)(1) of the Social Security Act authorize us to collect the information on this form. We will use the information you provide on this form to make a decision on your claim or case. Your response to this request is voluntary. However, failure to provide all or part of the information could prevent us from making an accurate and timely decision on your claim or case.

We rarely use the information you supply for any purpose other than for determining your living arrangements. However, we may use it for the administration and integrity of Social Security programs. We may also disclose information to another person or to another agency in accordance with approved routine uses, which include but are not limited to the following: (1) to enable a third party or an agency to assist Social Security in establishing rights to Special Veterans Benefits; (2) to comply with Federal laws requiring the release of information from Social Security records (e.g., to the Department of Veterans Affairs); (3) to make determinations for eligibility in similar health and income maintenance programs at the Federal, State, and local level; and (4) to facilitate statistical research, audit, or investigative activities necessary to assure the integrity of Social Security programs.

We may also use the information you provide in computer matching programs. Matching programs compare our records with records kept by other Federal, State, or local government agencies. Information from these matching programs can be used to establish or verify a person's eligibility for federally funded or administered benefit programs and for repayment of payments or delinquent debts under these programs.

Additional information regarding this form, routine uses of information, and our programs and systems, is available online at [www.socialsecurity.gov](http://www.socialsecurity.gov) or at any local Social Security office

**The Paperwork Reduction Act**

This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 45 minutes to read the instructions, gather the facts, and answer the questions. **SEND OR BRING THE COMPLETED FORM TO YOUR LOCAL SOCIAL SECURITY OFFICE.** You can find your local Social Security office through SSA's website at [www.socialsecurity.gov](http://www.socialsecurity.gov). **Offices are also listed under U. S. Government agencies in your telephone directory or you may call Social Security at 1-800-772-1213 (TTY 1-800-325-0778).** *You may send comments on our time estimate above to: SSA, 6401 Security Blvd, Baltimore, MD 21235-6401 **Send only comments relating to our time estimate to this address, not the completed form.***

**AFTER COMPLETING THIS FORM, REMOVE THIS SHEET AND KEEP IT FOR YOUR RECORDS.**

SSA-3441-BK

DISABILITY REPORT APPEAL

Form Approved  
OMB No. 0960-0144

SOCIAL SECURITY ADMINISTRATION

DISABILITY REPORT - APPEAL

For SSA Use Only  
Do not write in this box.

Individual  
is filing:

Related SSN \_\_\_\_\_

Reconsideration

Number Holder \_\_\_\_\_

Request for Review by Federal  
Reviewing Official

Date of Last  
Disability Report \_\_\_\_\_

Reconsideration for Disability Cessation

Request for ALJ Hearing

SECTION 1 - INFORMATION ABOUT THE DISABLED PERSON

A. NAME (First, Middle Initial, Last) \_\_\_\_\_

B. SOCIAL SECURITY NUMBER \_\_\_\_\_

C. DAYTIME TELEPHONE NUMBER (If you do not have a number where we can reach you, give us a  
daytime number where we can leave a message.)

Your Number  Message Number  None

Area Code \_\_\_\_\_ Number \_\_\_\_\_

D. Give the name of a friend or relative that we can contact (other than your doctors) who  
knows about your illnesses, injuries, or conditions and can help you with your claim or  
case.

NAME \_\_\_\_\_ RELATIONSHIP \_\_\_\_\_

ADDRESS \_\_\_\_\_  
(Number, Street, Apt. No. (if any), P.O. Box, or Rural Route)

City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_ DAYTIME PHONE \_\_\_\_\_ Area Code \_\_\_\_\_ Number \_\_\_\_\_

SECTION 2 - INFORMATION ABOUT YOUR ILLNESSES, INJURIES, OR CONDITIONS

A. Has there been any change (for better or worse) in your illnesses, injuries, or conditions  
since you last completed a disability report?  Yes  No

If "Yes," please describe in detail:

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

Approximate date the  
changes occurred:

Month	Day	Year

B. Do you have any new physical or mental limitations as a result of your illnesses, injuries,  
or conditions since you last completed a disability report?  Yes  No

If "Yes," please describe in detail:

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

Approximate date the  
changes occurred:

Month	Day	Year

SSA-3441-BK

DISABILITY REPORT APPEAL

C. Do you have any new illnesses, injuries, or conditions since you last completed a disability report?  Yes  No

If "Yes," please describe in detail

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

Approximate date the changes occurred:

Month	Day	Year
-------	-----	------

If you need more space, use Section 10 - REMARKS.

**SECTION 3 - INFORMATION ABOUT YOUR MEDICAL RECORDS**

A. Since you last completed a disability report, have you seen or will you see a doctor/hospital/clinic or anyone else for the illnesses, injuries, or conditions that limit your ability to work?  Yes  No

B. Since you last completed a disability report, have you seen or will you see a doctor/hospital/clinic or anyone else for emotional or mental problems that limit your ability to work?  Yes  No

C. List other names you have used on your medical records.

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

If you answered "NO" to both A and B, go to Section 4 - MEDICATIONS.

Tell us who may have medical records or other information about your illnesses, injuries, or conditions since you last completed a disability report.

D. List each DOCTOR/HMO/THERAPIST/OTHER. Include your next appointment.

1. NAME			DATES	
STREET ADDRESS			FIRST VISIT	
CITY	STATE	ZIP	LAST VISIT	
PHONE <small>Area Code Phone Number</small>		PATIENT ID # (if known)	NEXT APPOINTMENT	
REASONS FOR VISITS				
WHAT TREATMENT DID YOU RECEIVE?				

SSA-3441-BK

DISABILITY REPORT APPEAL

2. NAME			DATES	
STREET ADDRESS			FIRST VISIT	
CITY	STATE	ZIP	LAST VISIT	
PHONE <small>Area Code Phone Number</small>		PATIENT ID # (if known)	NEXT APPOINTMENT	
REASONS FOR VISITS				
WHAT TREATMENT DID YOU RECEIVE?				

If you need more space, use Section 10 - REMARKS.

E . List each HOSPITAL/CLINIC. Include your next appointment.

HOSPITAL/CLINIC			TYPE OF VISIT	DATES	
NAME			<input type="checkbox"/> INPATIENT STAYS <small>(Stayed at least overnight)</small>	DATE IN	DATE OUT
STREET ADDRESS					
CITY	STATE	ZIP	<input type="checkbox"/> OUTPATIENT VISITS <small>(See home care day)</small>	DATE FIRST VISIT	DATE LAST VISIT
PHONE <small>Area Code Phone Number</small>					
			<input type="checkbox"/> EMERGENCY ROOM VISITS	DATES OF VISITS	

Next appointment \_\_\_\_\_ Your hospital/clinic number \_\_\_\_\_

Reasons for visits \_\_\_\_\_

What treatment did you receive? \_\_\_\_\_

What doctors do you see at this hospital/clinic on a regular basis? \_\_\_\_\_

If you need more space, use Section 10 - REMARKS.

SSA-3441-BK

DISABILITY REPORT APPEAL

**F. Since you last completed a disability report, does anyone else have medical records or information about your illnesses, injuries, or conditions (for example, Workers' Compensation, insurance companies, prisons, attorneys, or welfare agency), or are you scheduled to see anyone else?**  Yes  No

If "YES," complete information below:

NAME			DATES	
STREET ADDRESS			FIRST VISIT	
CITY	STATE	ZIP	LAST VISIT	
PHONE <small>Area Code      Phone Number</small>			NEXT APPOINTMENT	
CLAIM NUMBER (if any)				
REASONS FOR VISITS				

**If you need more space, use Section 10 - REMARKS.**

**SECTION 4 - MEDICATIONS**

Are you currently taking any medications for your illnesses, injuries or conditions?  Yes  No

(If "YES," please tell us the following: (Look at your medicine containers, if necessary.)

NAME OF MEDICINE	IF PRESCRIBED, GIVE NAME OF DOCTOR	REASON FOR MEDICINE	SIDE EFFECTS YOU HAVE

**If you need more space, use Section 10 - REMARKS.**

SSA-3441-BK

DISABILITY REPORT APPEAL

**SECTION 5 - TESTS**

Since you last completed a disability report, have you had any medical tests for illnesses, injuries, or conditions or do you have any such tests scheduled?  Yes  No  
 If "YES," please tell us the following. (Give approximate dates, if necessary.)

KIND OF TEST	WHEN WAS/WILL TEST BE DONE? (Month, day, year)	WHERE DONE? (Name of Facility)	WHO SENT YOU FOR THIS TEST?
EKG (HEART TEST)			
TREADMILL (EXERCISE TEST)			
CARDIAC CATHETERIZATION			
BIOPSY -- Name of body part			
HEARING TEST			
SPEECH/LANGUAGE TEST			
VISION TEST			
IQ TESTING			
EEG (BRAIN WAVE TEST)			
HIV TEST			
BLOOD TEST (NOT HIV)			
BREATHING TEST			
X-RAY -- Name of body part			
MRI/CT SCAN -- Name of body part			

If you need more space, use Section 10 - REMARKS.

**SECTION 6 - UPDATED WORK INFORMATION**

Have you worked since you last completed a disability report?  Yes  No  
 If "YES," you will be asked to give details on a separate form.

**SECTION 7 - INFORMATION ABOUT YOUR ACTIVITIES**

A. How do your illnesses, injuries, or conditions affect your ability to care for your personal needs?

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SSA-3441-BK

DISABILITY REPORT APPEAL

B. What changes have occurred in your daily activities since you last completed a disability report?

If none, show "NONE"

If you need more space, use Section 10 - REMARKS.

SECTION 8 - EDUCATION/TRAINING INFORMATION

Have you completed any type of special job training, trade or vocational school since you last completed a disability report? Yes No

If "YES," describe what type:

Approximate date completed:

SECTION 9 - VOCATIONAL REHABILITATION, EMPLOYMENT, OTHER SUPPORT SERVICES INFORMATION, OR INDIVIDUALIZED EDUCATION PROGRAM

Since you last completed a disability report, have you participated, or are you participating in:

- an individual work plan with an employment network under the Ticket to Work Program;
an individualized plan for employment with a vocational rehabilitation agency or any other organization;
a Plan to Achieve Self-Support;
an individualized education program through an educational institution (if a student age 18-21); or
any program providing vocational rehabilitation, employment services, or other support services to help you go to work? Yes No

If "YES," complete the following information.

NAME OF ORGANIZATION OR SCHOOL

NAME OF COUNSELOR OR INSTRUCTOR

ADDRESS

(Number, Street, Apt. No (if any), P.O. Box, or Rural Route)

City

State

ZIP

DAYTIME PHONE NUMBER

Area Code

Number

DATES SEEN

TO

TYPE OF SERVICES, TESTS, OR EVALUATIONS PERFORMED

(IQ, vision, physicals, hearing workshops, classes, etc.)

SSA-3441-BK

DISABILITY REPORT APPEAL

**SECTION 10 - REMARKS**

**Use this section for any additional information you did not show in earlier parts of this form. When you are finished with this section (or if you don't have anything to add), be sure to go to the next page and complete the blocks there.**

Lined area for writing remarks.

SSA-3441-BK

DISABILITY REPORT APPEAL

**SECTION 10 - REMARKS**

Lined area for entering remarks.

Name of person completing this form if other than the disabled person (Please print)

Date Form Completed (Month, day, year)

E-Mail Address of person completing this form (optional)

If the person completing this form is other than the disabled person or the person identified in Section 1, Item D., please complete the following information.

Relationship to Disabled Person

Daytime Telephone Number

Address (Number and street)

City

State

ZIP

SSA-1696

## Appointment Representative COMPLETING THIS FORM TO APPOINT A REPRESENTATIVE

### Choosing to be Represented

You can choose to have a representative help you when you do business with Social Security. We will work with your representative, just as we would with you. It is important that you select a qualified person because, once appointed, your representative may act for you in most Social Security matters. We give more information, and examples of what a representative may do, in the section titled "Information for Claimants."

### Privacy Act Statement

#### Collection and Use of Personal Information

Sections 206(a) and 1631(d) of the Social Security Act, as amended, authorize us to collect this information. We will use the information you provide on this form to verify your appointment of an individual as your representative and his or her acceptance of the appointment.

Completion of this form is voluntary; however, if you want to use this form to appoint someone to act on your behalf in matters before the Social Security Administration (SSA), then you and that individual must complete the appropriate sections of this form.

We may use the information you supply for any purpose other than to verify your appointment of an individual as your representative and his or her acceptance of the appointment. However, we may use it for the administration and integrity of Social Security programs. We may also disclose information to another person or to another agency in accordance with approved routine uses, which include but are not limited to the following:

1. To enable a third party or an agency to assist Social Security in establishing right to Social Security benefits and/or coverage;
2. To comply with Federal laws requiring the release of information from Social Security records (e.g., to the Government Accountability Office or the Department of Veterans Affairs);
3. To make determinations for eligibility in similar health and income maintenance programs at the Federal, State, and local level; and
4. To facilitate statistical research, audit, or investigative activities necessary to assure the integrity and improvement of Social Security programs.

We may also use the information you provide in computer matching programs. Matching programs compare our records with records kept by other Federal, state, or local government agencies.

Information from these matching programs can be used to establish or verify a person's eligibility for Federally-funded or administered benefit programs and for repayment of payments or delinquent debts under these programs. A complete list of routine uses for this information is available in our System of Records Notice entitled "Appointed Representative File" (60-0325). The notice, additional information regarding this form, routine uses of information, and our programs and systems are available on-line at [www.socialsecurity.gov](http://www.socialsecurity.gov) or at your local Social Security office.

With your permission, your representative may designate an associate or other party to request and receive information from your claim file on your representative's behalf.

**For more information about this privacy statement and how information you provide to us may be used or disclosed to others please contact any Social Security office.**

### How to Complete this Form

Please print or type your answers on this form. At the top of the form, provide your full name and your Social Security number. If your claim is based on another person's work and earnings, also provide the "wage earner's" name and Social Security number. If you appoint more than one individual as your representative, you may want to complete a form for each of them.

### Part I Appointment of Representative

Give the name and address of the individual(s) you are appointing. You may appoint an attorney or any other qualified individual to represent you. You also may appoint more than one individual, but please refer to the "Information for Claimants" section "What your Representative(s) May Charge" for more information about payment of fees. You can appoint one or more individuals in a firm, corporation, or other organization as your representative(s), but you may not appoint a law firm, legal aid group, corporation, or organization itself.

Check the block(s) showing the program(s) under which you have a claim. You may check more than one block. Check:

- Title II (RSIA), if your claim concerns retirement, survivors, or disability insurance benefits.
- Title XVI (SSI), if your claim concerns Supplemental Security Income.
- Title XVIII (Medicare Coverage), if your claim concerns entitlement to Medicare or enrollment in the Supplementary Medical Insurance (SMI) plan.
- Title XVIII (SVDB), if your claim concerns entitlement to Special Veterans Benefits.

SSA-1696

## Appointment Representative

When you give your permission your representative may designate an associate (e.g. a clerk), or other party or entity (e.g. a copying service) to receive information from your claim file on your representative's behalf for the duration of your claim. If you want to give your representative permission to do that, check the block to authorize this release.

If you will have more than one representative, check the appropriate block and give the name of the individual you want to be your main representative.

You must sign and date the form. Print or type your address, area code and telephone number.

If you are appointing a representative to replace a representative that you discharged or who withdrew his or her representation, you must notify us in writing that the prior appointment has ended.

### Part II Acceptance of Appointment

Each individual you appoint in Part I should also complete Part II. If the individual is not an attorney, he or she must give his or her name, state that he or she accepts the appointment, and sign the form.

### Part III Fee Arrangement

To help in processing benefits and fee payments timely you and your representative should complete this section. Your representative should check a box, sign and date the form. Your representative may choose to receive payment, waive direct payment, or waive payment of the fee altogether. If you and your representative change your arrangement before we decide your claim, you can provide a new or amended form so that we can update our records. If you appoint a second representative or co-counsel who also will not charge a fee, he or she should also complete this part or provide a new form, or if not using the form, give us a separate, written waiver statement. If your representative is not eligible for direct payment, or is an attorney or an eligible non-attorney who waives direct payment, you will be responsible for paying any fee we authorize.

Under certain circumstances, we do not have to authorize the fee. These circumstances include where a Court has awarded a fee based on your representative's actions as a legal guardian or court-appointed representative, or where a business (such as an insurance company), other organization or government agency will pay your representative's fee and you and your beneficiaries have no liability to pay any fees or expenses.

**Paperwork Reduction Act Statement** - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by Section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 10 minutes to read the instructions, gather the facts, and answer the questions. **SEND THE COMPLETED FORM TO YOUR LOCAL SOCIAL SECURITY OFFICE.** The office is listed under U. S. Government agencies in your telephone directory or you may call Social Security at 1-800-772-1213 (TTY 1-800-325-0778). You may send comments on our time estimate above to SSA, 6401 Security Blvd, Baltimore, MD 21235-6401. Send only comments relating to our time estimate to this address, not the completed form.

### References

- 18 U.S.C. §§ 203, 205, and 207; and 42 U.S.C. §§ 406 (a), 1320a-5, and 1383(d)(2)
- 20 CFR §§ 404.1700 et. seq. and 416.1500 et. seq.
- Social Security Rulings 83-27 and 82-34
- 26 U.S.C. §§ 6041 and 6045(f)

SSA-1696

## Appointment Representative

### INFORMATION FOR REPRESENTATIVES

#### Fees for Representation

An attorney or other individual who wants to charge or collect a fee for providing services in connection with a claim before the Social Security Administration (SSA) must generally obtain our prior authorization of the fee for representation. The only exceptions are if:

- certain requirements are met and a third-party entity, such as a business, an insurance carrier, a for-profit, or nonprofit organization or a government agency will pay the fee and any expenses from its own funds and the claimant and auxiliary beneficiaries incur no liability, directly or indirectly, for the cost(s); or
- a Federal court awarded a fee based on the representative's activities as the claimant's legal guardian or court-appointed representative;
- a Federal court awarded a fee for representational services provided before the court. In those cases, neither the Federal court nor SSA can authorize a fee for the other.

#### Obtaining Authorization of a Fee

To charge a fee for services, you must use one of two mutually exclusive fee authorization processes. You must file either a fee petition or a fee agreement with us. In either case, you cannot charge more than the fee amount we authorize.

#### Fee Petition Process

You may file a fee petition after you complete your services to the claimant. This written request must describe in detail the amount of time you spent on each service provided and the amount of the fee you are requesting. In order to directly pay you under a fee petition, you must either file a fee petition or notify us within 60 days after we decide the claim of your intent to file a fee petition.

You must give the claimant a copy of the fee petition and each attachment. The claimant may disagree with the information shown by contacting a Social Security office within 20 days of receiving his or her copy of the fee petition. We will consider the reasonable value of the services provided, and send you notice of the amount of the fee you can charge.

#### Fee Agreement Process

If you and the claimant have a written fee agreement, one of you must give it to us before we decide the claim(s). We usually will approve the agreement if:

- you both signed it;
- the fee you agreed on is no more than 25 percent of post-due benefits, or \$6,000 (or a higher amount we set and announce in the Federal Register), whichever is less;
- we approve the claim(s); and
- the claim results in post-due benefits.

We will send you a copy of the notice we send the claimant telling him or her the amount of the fee you can charge based on the agreement.

If we do not approve the fee agreement, we will tell you in writing. We also will tell you and the claimant that you must file a fee petition if you wish to charge and collect a fee.

After we tell you the amount of the fee you can charge, you or the claimant may ask us in writing to review the authorized fee. If we approved a fee agreement, the person who decided the claim(s) also may ask us to lower the amount. Someone who did not decide the amount of the fee the first time will review and finally decide the amount of the fee.

#### Collecting a Fee

You may accept money for your fee in advance, as long as you hold it in a trust or escrow account. The claimant never owes you more than the fee we authorize, except for:

- any fee a Federal court allows for your services before it; and
- out-of-pocket expenses you incur or expect to incur, for example, the cost of getting evidence. Our authorization is not needed for such expenses.

If you are not an attorney and you are ineligible to receive direct payment, you must collect the authorized fee from the claimant. If you are interested in becoming eligible to receive direct payment, you can find more information about this on our "Attorney and Appointed Representatives" website:

<http://www.ssa.gov/representation/>

**SSA-1696**

**Appointment Representative**

If you are an attorney or a non-attorney whom SSA has found eligible to receive direct payment and you register with SSA, as described below, we usually withhold 25 percent of any past-due benefits that result from a favorably decided retirement, survivors, disability insurance, or supplemental security income claim. Once we authorize a fee, we pay you all or part of the fee from the funds withheld. We will also charge you the assessment required by section 206(d) and 1631(d)(2)(C) of the Social Security Act. You cannot charge or collect this expense from the claimant. You will need to collect from the claimant:

- **the rest of the fee he or she owes, if the amount of the authorized fee is more than the amount of money we withheld and paid you for the claimant, plus any amount you held for the claimant in a trust or escrow account.**
- **all of the fee he or she owes, if we did not withhold past-due benefits, (for example, because there are no past-due benefits; you waived direct payment or did not register for direct payment; the claimant discharged you or you withdrew from representing before we issued a favorable decision); or we withheld past-due benefits, but you did not ask us to authorize a fee or tell us that you planned to ask for a fee within 60 days after the date of the notice of award and we released the withheld amount to the claimant.**

**Registering for Direct Fee Payment**

If you are eligible and want to receive direct payment, you must register with us before we effectuate a favorable decision on the claim. To register, you must submit a Form SSA-1699 (Registration of Individuals and Staff for Appointed Representative Services) once and a Form SSA-1695 (Identifying Information for Possible Direct Payment of Authorized Fees) with each appointment. We will use the information you provide on these forms to issue you a Form 1099-MISC if we pay you aggregate fees of \$600 or more in a calendar year. The Internal Revenue Code requires that we do this. For information on the registration process, see our "Attorneys and Appointed Representatives" website <http://www.ssa.gov/representation/>.

**Conflict of Interest and Penalties**

If you commit improper acts, you can be suspended or disqualified from representing anyone before SSA. You also can face criminal prosecution. Improper acts include:

- If you are or were an officer or employee of the United States, providing services as a representative in certain
- **claims against and other matters affecting the Federal government.**
- **Knowingly and willingly furnishing false information**
- **Charging or collecting an unauthorized fee, or charging or collecting too much for services provided in any claim, including services before a court that made a favorable decision**

**References**

- 18 U.S.C. §§ 203, 205, and 207; and 42 U.S.C. §§ 406 (a), 1320a-6, and 1383(d)(2)
- 20 CFR §§ 404.1700 et. seq. and 416.1500 et. seq.
- Social Security Rulings 83-27 and 82-39
- 26 U.S.C. §§ 6041 and 6045(f)

SSA-1696

Appointment Representative

Social Security Administration  
Please read the instructions before completing this form.

Form Approved  
OMB No. 0980-0827

Name (Claimant) (Print or Type)	Social Security Number - -
Wage Earner (If Different)	Social Security Number - -

**Part I APPOINTMENT OF REPRESENTATIVE**

I appoint this person, \_\_\_\_\_  
(Name and Address)

to act as my representative in connection with my claim(s) or asserted right(s) under:

- Title II (RSDI)     Title XVI (SSI)     Title XVIII (Medicare Coverage)     Title VIII (SVB)

This person may, entirely in my place, make any request or give any notice, give or draw out evidence or information, get information, and receive any notice in connection with my pending claim(s) or asserted right(s)

- I authorize the Social Security Administration to release information about my pending claim(s) or asserted right(s) to designated associates who perform administrative duties (e.g. clerks), partners, and/or parties under contractual arrangements (e.g. copying services) for or with my representative

- I appoint, or I now have, more than one representative. My main representative is \_\_\_\_\_  
(Name of Principal Representative)

Signature (Claimant)	Address	
Telephone Number (with Area Code) ( ) -	Fax Number (with Area Code) ( ) -	Date

**Part II ACCEPTANCE OF APPOINTMENT**

I, \_\_\_\_\_, hereby accept the above appointment. I certify that I have not been suspended or prohibited from practice before the Social Security Administration; that I am not disqualified from representing the claimant as a current or former officer or employee of the United States; and that I will not charge or collect any fee for the representation, even if a third party will pay the fee, unless it has been approved in accordance with the laws and rules referred to on the reverse side of the representative's copy of this form. If I decide not to charge or collect a fee for the representation, I will notify the Social Security Administration. (Completion of Part III satisfies this requirement.)

- Check one  I am an attorney.     I am a non-attorney eligible for direct payment under SSA law.     I am a non-attorney not eligible for direct payment.

I am now or have previously been disbarred or suspended from a court or bar to which I was previously admitted to practice as an attorney  YES  NO

I am now or have previously been disqualified from participating in or appearing before a Federal program or agency  YES  NO

I declare under penalty of perjury that I have examined all the information on this form, and on any accompanying statements or forms, and it is true and correct to the best of my knowledge.

Signature (Representative)	Address	
Telephone Number (with Area Code) ( ) -	Fax Number (with Area Code) ( ) -	Date

**Part III FEE ARRANGEMENT**

(Select an option, sign and date this section.)

- Charging a fee and requesting direct payment of the fee from withheld past-due benefits (SSA must authorize the fee unless a regulatory exception applies.)
- Charging a fee but waiving direct payment of the fee from withheld past-due benefits --I do not qualify for or do not request direct payment (SSA must authorize the fee unless a regulatory exception applies.)
- Waiving fees and expenses from the claimant and any auxiliary beneficiaries --By checking this block I certify that my fee will be paid by a third-party, and that the claimant and any auxiliary beneficiaries are free of all liability, directly or indirectly, in whole or in part, to pay any fee or expenses to me or anyone as a result of their claim(s) or asserted right(s). (SSA does not need to authorize the fee if a third-party entity or a government agency will pay from its funds the fee and any expenses for this appointment. Do not check this block if a third-party individual will pay the fee.)
- Waiving fees from any source --I am waiving my right to charge and collect any fee, under sections 206 and 1631(d)(2) of the Social Security Act. I release my client and any auxiliary beneficiaries from any obligations, contractual or otherwise, which may be owed to me for services provided in connection with their claim(s) or asserted right(s).

Signature (Representative)	Date
----------------------------	------

Form SSA-1696-Use (03-2011) of (03-2011)  
Destroy Prior Editions

FILE COPY

SSA-1696

Appointment Representative

Social Security Administration  
Please read the instructions before completing this form.

Form Approved  
OMB No. 0980-0527

Name (Claimant) (Print or Type)	Social Security Number
Wage Earner (If Different)	Social Security Number

**Part I APPOINTMENT OF REPRESENTATIVE**

I appoint this person, \_\_\_\_\_ (Name and Address)

to act as my representative in connection with my claim(s) or asserted right(s) under:

- Title II (RSDI)     Title XVI (SSI)     Title XVII (Medicare Coverage)     Title VIII (SVB)

This person may, entirely in my place, make any request or give any notice, give or draw out evidence or information, get information, and receive any notice in connection with my pending claim(s) or asserted right(s).

- I authorize the Social Security Administration to release information about my pending claim(s) or asserted right(s) to designated associates who perform administrative duties (e.g. clerks), partners, and/or parties under contractual arrangements (e.g. copying services) for or with my representative
- I appoint, or I now have, more than one representative. My main representative is \_\_\_\_\_ (Name of Principal Representative)

Signature (Claimant)	Address	
Telephone Number (with Area Code)	Fax Number (with Area Code)	Date

**Part II ACCEPTANCE OF APPOINTMENT**

I, \_\_\_\_\_, hereby accept the above appointment. I certify that I have not been suspended or prohibited from practice before the Social Security Administration, that I am not disqualified from representing the claimant as a current or former officer or employee of the United States; and that I will not charge or collect any fee for the representation, even if a third party will pay the fee, unless it has been approved in accordance with the laws and rules referred to on the reverse side of the representative's copy of this form. If I decide not to charge or collect a fee for the representation, I will notify the Social Security Administration. (Completion of Part III satisfies this requirement.)

- Check one:  I am an attorney.     I am a non-attorney eligible for direct payment under SSA law  
 I am a non-attorney not eligible for direct payment

- I am now or have previously been disbarred or suspended from a court or bar to which I was previously admitted to practice as an attorney  YES  NO
- I am now or have previously been disqualified from participating in or appearing before a Federal program or agency.  YES  NO

I declare under penalty of perjury that I have examined all the information on this form, and on any accompanying statements or forms, and it is true and correct to the best of my knowledge.

Signature (Representative)	Address	
Telephone Number (with Area Code)	Fax Number (with Area Code)	Date

**Part III FEE ARRANGEMENT**

(Select an option, sign and date this section.)

- Charging a fee and requesting direct payment** of the fee from withheld past-due benefits. (SSA must authorize the fee unless a regulatory exception applies.)
- Charging a fee but waiving direct payment** of the fee from withheld past-due benefits —I do not qualify for or do not request direct payment. (SSA must authorize the fee unless a regulatory exception applies.)
- Waiving fees and expenses from the claimant and any auxiliary beneficiaries** —By checking this block I certify that my fee will be paid by a third party, and that the claimant and any auxiliary beneficiaries are free of all liability, directly or indirectly, in whole or in part, to pay any fee or expenses to me or anyone as a result of their claim(s) or asserted right(s). (SSA does not need to authorize the fee if a third-party entity or a government agency will pay from its funds the fee and any expenses for this appointment. Do not check this block if a third-party individual will pay the fee.)
- Waiving fees from any source** —I am waiving my right to charge and collect any fee, under sections 206 and 1631(d)(2) of the Social Security Act. I release my client and any auxiliary beneficiaries from any obligations, contractual or otherwise, which may be owed to me for services provided in connection with their claim(s) or asserted right(s).

Signature (Representative)	Date
----------------------------	------

Form SSA-1696-04 (03/2011) of (03/2011)  
Do not use previous editions

CLAIMANT COPY

## Appointment Representative INFORMATION FOR CLAIMANTS

SSA-1696

### What Your Representative(s) May Do

We will work directly with your appointed representative unless he or she asks us to work directly with you. Your representative may:

- get information from your claim(s) file;
- with your permission, designate associates who perform administrative duties (e.g., clerks), purchase and/or purchase under contractual arrangements (e.g., copying services) to receive information from us on his or her behalf (by checking the appropriate block and signing this form, you are providing your permission for your representative to designate such associates, partners, and/or contractual parties);
- give us evidence or information to support your claim;
- come with you, or for you, to any interview, conference, or hearing you have with us;
- request a reconsideration, a hearing, or Appeals Council review; and
- help you and your witnesses prepare for a hearing and question any witnesses.

Also, your representative will receive a copy of the decision(s) we make on your claim(s). We will rely on your representative to tell you about the status of your claim(s), but you still may call or visit us for information.

You and your representative(s) are responsible for giving Social Security accurate information. It is wrong to knowingly and willingly furnish false information. Doing so may result in criminal prosecution.

We usually continue to work with your representative until (1) you notify us in writing that he or she no longer represents you, or (2) your representative tells us that he or she is withdrawing or indicates that his or her services have ended (for example, by filing a fee petition or not pursuing an appeal). We do not continue to work with someone who is suspended or disqualified from representing claimants. We will inform you if we suspend your representative.

### What Your Representative(s) May Charge

Each representative you appoint can ask for a fee. To charge you a fee for services, your representative must get our authorization if you or another individual will pay the fee. However, as described in "Completing this form to appoint a representative, Part III Fee Arrangement" section of this form, under certain circumstances, we do not have to authorize the representative's fee. To request a fee, your representative must file a fee agreement or a fee petition. In either case, your representative cannot charge you more than the fee amount we authorize. If he or she does, promptly report this to your Social Security office.

#### Filing A Fee Petition

Your representative may file a fee petition which lists or her work on your claim(s) in complete. That written request describes in detail the amount of money your representative spent on each service he or she provided you. The request also gives the amount of the fee the representative wishes to charge for these services. Your representative must give you a copy of the fee petition and each attachment. If you disagree with the information shown on the fee petition, contact your Social Security office. Please do this within 30 days of receiving your copy of the petition.

We will review the petition and consider the reasonable value of the services provided. Then we will tell you in writing the amount of the fee we authorize.

#### Filing A Fee Agreement

If you and your representative have a written fee agreement, one of you must give it to us before we decide your claim(s). We usually will approve the agreement if:

- you both signed it;
- the fee you agreed on is no more than 25 percent of past-due benefits, or \$6,000 (or a higher amount we set and announced in the Federal Register), whichever is less;
- we approve your claim(s); and
- your claim results in past-due benefits.

We will tell you in writing the amount of the fee your representative can charge based on the agreement.

If we do not approve the fee agreement, we will tell you and your representative in writing. If your representative wishes to charge and collect a fee, he or she must file a fee petition.

After we tell you the amount of the fee your representative can charge, you or your representative can ask us to look at it again if either or both of you disagree with the amount. If we approved a fee agreement, the person who decided your claim(s) also may ask us to lower the amount. Someone who did not decide the amount of the fee the first time will review and finally decide the amount of the fee.

#### How Much You Pay

You **never** owe more than the fee we authorize, except for:

- any fee a Federal court allows for your representative's services before it; and
- out-of-pocket expenses your representative incurs or expects to incur, for example, the cost of getting your doctor's or hospital's records. Our authorization is not needed for such expenses.

Your representative may accept money in advance as long as he or she holds it in a trust or escrow account. We usually withhold 25 percent of your past-due benefits to pay toward the fee for you if:

- your retirement, survivors, disability insurance, and/or supplemental security income claim(s) results in past-due benefits;
- your representative is an attorney or a non-attorney whom we have determined to be eligible to receive direct payment of fees; and
- your representative agrees with us for direct payment before we effectuate a favorable decision on your claim.

You must pay your representative directly:

- the rest of the fee you owe, if the amount of the authorized fee is more than the money we withheld and paid to your representative for you plus any amount your representative held for you in a trust or escrow account;
- all of the fee you owe, if we did not withhold past-due benefits, (for example, because there are no past-due benefits, your representative wanted direct payment, did not register for direct payment, you discharged the representative, or he or she withdrew from representing you, before we issued a favorable decision); or we withheld an amount from your past-due benefits but your representative did not ask us to authorize a fee or tell us that he or she planned to ask for a fee within 60 days after the date of your notice of award and we released the withheld amount to you.

SSA-827

Authorization for Source to Release Information to the Social Security Administration

Form Approved  
OMB No. 0980-0623

WHOSE Records to be Disclosed

NAME (First, Middle, Last, Suffix)

SSN

Birthday (mm/dd/yyyy)

**AUTHORIZATION TO DISCLOSE INFORMATION TO THE SOCIAL SECURITY ADMINISTRATION (SSA)**

**\*\* PLEASE READ THE ENTIRE FORM, BOTH PAGES, BEFORE SIGNING BELOW \*\***

I voluntarily authorize and request disclosure (including paper, oral, and electronic interchange):  
**OF WHAT** All my medical records; also education records and other information related to my ability to perform tasks. This includes specific permission to release:

- All records and other information regarding my treatment, hospitalization, and outpatient care for my impairment(s) including, and not limited to:
  - Psychological, psychiatric or other mental impairment(s) (excludes "psychotherapy notes" as defined in 45 CFR 164.501)
  - Drug abuse, alcoholism, or other substance abuse
  - Sickle cell anemia
  - Records which may indicate the presence of a communicable or noncommunicable disease, and tests for or records of HIV/AIDS
  - Gene-related impairments (including genetic test results)
- Information about how my impairment(s) affects my ability to complete tasks and activities of daily living, and affects my ability to work.
- Copies of educational tests or evaluations, including Individualized Educational Programs, triennial assessments, psychological and speech evaluations, and any other records that can help evaluate function; also teachers' observations and evaluations.
- Information created within 12 months after the date this authorization is signed, as well as past information.

**FROM WHOM**

- All medical sources (hospitals, clinics, labs, physicians, psychologists, etc.) including mental health, correctional, addiction treatment, and VA health care facilities
- All educational sources (schools, teachers, records administrators, counselors, etc.)
- Social workers/rehabilitation counselors
- Consulting examiners cited by SSA
- Employers, insurance companies, workers' compensation programs
- Others who may know about my condition (family, neighbors, friends, public officials)

**THIS BOX TO BE COMPLETED BY SSA/DDS (as needed)** Additional information to identify the subject (e.g., other names used), the specific source, or the material to be disclosed

**TO WHOM**

The Social Security Administration and to the State agency authorized to process my case (usually called "disability determination services"), including contract copy services, and doctors or other professionals consulted during the process. (Also, for international claims, to the U.S. Department of State Foreign Service Post.)

**PURPOSE**

Determining my eligibility for benefits, including looking at the combined effect of any impairments that by themselves would not meet SSA's definition of disability, and whether I can manage such benefits.  
 Determining whether I am capable of managing benefits ONLY (check only if this applies)

**EXPIRES WHEN**

This authorization is good for 12 months from the date signed (below my signature)

- I authorize the use of a copy (including electronic copy) of this form for the disclosure of the information described above.
- I understand that there are some circumstances in which this information may be redisclosed to other parties (see page 2 for details).
- I may write to SSA and my sources to revoke this authorization at any time (see page 2 for details).
- SSA will give me a copy of this form if I ask. I may ask the source to allow me to inspect or get a copy of material to be disclosed.
- I have read both pages of this form and agree to the disclosures above from the types of sources listed.

**PLEASE SIGN USING BLUE OR BLACK INK ONLY**

INDIVIDUAL authorizing disclosure

**SIGN** ▶

Date Signed

Street Address

Phone Number (with area code)

City

State

ZIP

IF not signed by subject of disclosure, specify basis for authority to sign

- Parent of minor  Guardian  Other personal representative (explain)

(Parent/guardian/personal representative sign here if two signatures required by State law) ▶

**WITNESS**

I know the person signing this form or am satisfied of this person's identity

**SIGN** ▶

Phone Number (or Address)

**SIGN** ▶

Phone Number (or Address)

IF needed, second witness sign here (e.g., if signed with "X" above)

This general and special authorization to disclose was developed to comply with the provisions regarding disclosure of medical, educational, and other information under P.L. 104-191 (HIPAA), 45 CFR parts 160 and 164, 42 U.S. Code section 2900a-2, 42 CFR part 2, 38 U.S. Code section 7332, 38 CFR 1.475, 20 U.S. Code section 1232g (FERPA), 34 CFR parts 99.101 and 99.101, and State law

Form SSA-827 (11-2012) Use 4-2009 and Later Editions Until Supply is Exhausted

Page 1 of 2

SSA-827

**Authorization for Source to Release Information to the Social Security Administration**

**Explanation of Form SSA-827,  
"Authorization to Disclose Information to the Social Security Administration (SSA)"**

We need your written authorization to help get the information required to process your claim, and to determine your capability of managing benefits. Laws and regulations require that sources of personal information have a signed authorization before releasing it to us. Also, laws require specific authorization for the release of information about certain conditions and from educational sources.

You can provide this authorization by signing a form SSA-827. Federal law permits sources with information about you to release that information if you sign a single authorization to release all your information from all your possible sources. We will make copies of it for each source. A covered entity (that is, a source of medical information about you) may not condition treatment, payment, enrollment, or eligibility for benefits on whether you sign this authorization form. A few States, and some individual sources of information, require that the authorization specifically name the source that you authorize to release personal information. In those cases, we may ask you to sign one authorization for each source and we may contact you again if we need you to sign more authorizations.

You have the right to revoke this authorization at any time, except to the extent a source of information has already relied on it to take an action. To revoke, send a written statement to any Social Security Office. If you do, also send a copy directly to any of your sources that you no longer wish to disclose information about you. SSA can tell you if we identified any sources you didn't tell us about. SSA may use information disclosed prior to revocation to decide your claim.

It is SSA's policy to provide service to people with limited English proficiency in their native language or preferred mode of communication consistent with Executive Order 13166 (August 11, 2000) and the Individuals with Disabilities Education Act. SSA makes every reasonable effort to ensure that the information on the SSA-827 is provided to you in your native or preferred language.

**Privacy Act Statement  
Collection and Use of Personal Information**

Sections 205(a), 233(d)(3)(A), 1614(a)(3)(D), 1631(d)(1) and 1631(e)(3)(A) of the Social Security Act as amended, [42 U.S.C. 405(a), 430(d)(3)(A), 1382e(a)(3)(D)(i), 1383(d)(1) and 1383e(d)(1)(A)] authorize us to collect this information. We will use the information you provide to help us determine your eligibility, or continuing eligibility for benefits, and your ability to manage any benefits received. The information you provide is voluntary. However, failure to provide the requested information may prevent us from making an accurate and timely decision on your claim, and could result in denial or loss of benefits.

We rarely use the information you provide on this form for any purpose other than for the reasons explained above. However, we may use it for the administration and integrity of Social Security programs. We may also disclose information to another person or to another agency in accordance with approved routine uses, including but not limited to the following:

1. To enable a third party or an agency to assist us in establishing rights to Social Security benefits and/or coverage;
2. To comply with Federal laws requiring the release of information from our records (e.g., to the Government Accountability Office, General Services Administration, National Archives Records Administration, and the Department of Veterans Affairs);
3. To make determinations for eligibility in various health and income maintenance programs at the Federal, State, and local level; and
4. To facilitate statistical research, audit, or investigative activities necessary to ensure the integrity and improvement of our programs (e.g., to the U.S. Census Bureau and to private entities under contract with us).

We may also use the information you provide in computer matching programs. Matching programs compare our records with records kept by other Federal, State, or local government agencies. We use the information from these programs to establish or verify a person's eligibility for Federally funded or administered benefit programs and for repayment of incorrect payments or delinquent debts under those programs.

A complete list of routine uses of the information you gave us is available in our Privacy Act Systems of Records Notices entitled, Claims Folder System, 60-0089; Master Beneficiary Record, 60-0090; Supplemental Security Income record and Special Veterans benefits, 60-0103; and Electronic Disability (eDIB) Claims File, 60-0340. The notices, additional information regarding this form, and information regarding our systems and programs, are available on-line at [www.ssa.integrity.gov](http://www.ssa.integrity.gov) or at any Social Security office.

**Paperwork Reduction Act Statement** - This information collection meets the requirements of 44 U.S.C. § 2507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 10 minutes to read the instructions, gather the facts, and answer the questions. **SEND OR BRING THE COMPLETED FORM TO YOUR LOCAL SOCIAL SECURITY OFFICE.** You can find your local Social Security office through SSA's website at [www.socialsecurity.gov](http://www.socialsecurity.gov). Offices are also listed under U.S. Government agencies in your telephone directory or you may call Social Security at 1-800-772-1213 (TTY 1-800-325-0778). You may send comments on our time estimate alone to: SSA, 6-001 Service Blvd, Baltimore, MD 21215-6301. Send only comments relating to our time estimate to this address, not the completed form.

SOCIAL SECURITY ADMINISTRATION <b>PETITION TO OBTAIN APPROVAL OF A FEE FOR REPRESENTING A CLAIMANT BEFORE THE SOCIAL SECURITY ADMINISTRATION</b>	TOE 850	Form Approved CMB No. 0260-0104
I request approval to charge a fee of:		Fees (Show the dollar amount):
for services performed as the representative of:		
My Services Began: _____ / _____ / _____ <small style="display: block; text-align: center;">Month Day Year</small>		Types of claim(s)
My Services Ended: _____ / _____ / _____		
Enter the name and the Social Security number of the person on whose Social Security record the claim is based.		
_____ / _____ / _____		
1. Itemize on a separate page or pages the services you rendered before the Social Security Administration (SSA). List each meeting, conference, item of correspondence, telephone call, and other activity in which you engaged, such as research, preparation of a brief, attendance at a hearing, travel, etc., related to your services as representative in this case. Attach to this petition the list showing the dates, the descriptions of each service, the actual time spent in each, and the total hours.		
2. Have you and your client entered into a fee agreement for services before SSA?		<input type="checkbox"/> YES <input type="checkbox"/> NO
if "yes," please specify the amount on which you agreed, and attach a copy of the agreement to this petition.		\$ _____ and <input type="checkbox"/> See attached
3. (a) Have you received, or do you expect to receive, any payment toward your fee from any source other than from funds which SSA may be withholding for fee payment?		<input type="checkbox"/> YES <input type="checkbox"/> NO
(b) Do you currently hold in a trust or escrow account any amount of money you received toward payment of your fee?		<input type="checkbox"/> YES <input type="checkbox"/> NO
If "yes" to either or both of the above, please specify the source(s) and the amount(s).		
Source: _____		\$ _____
Source: _____		\$ _____
<small>Note: If you receive payment(s) after submitting this petition, but before the SSA approves a fee, you have an affirmative duty to notify the SSA office to which you are sending this petition.</small>		
4. Have you received, or do you expect to receive, reimbursement for expenses you incurred? If "yes," please itemize your expenses and the amounts on a separate page.		<input type="checkbox"/> YES <input type="checkbox"/> NO
5. Did you render any services relating to this matter before any State or Federal court?		<input type="checkbox"/> YES <input type="checkbox"/> NO
If "yes," what fee did you or will you charge for services in connection with the court proceedings? Please attach a copy of the court order if the court has approved a fee.		\$ _____
6. Have you been disbarred or suspended from a court or bar to which you were previously admitted to practice as an attorney?		<input type="checkbox"/> YES <input type="checkbox"/> NO
7. Have you been disqualified from participating in or appearing before a Federal program or agency?		<input type="checkbox"/> YES <input type="checkbox"/> NO
I declare under penalty of perjury that I have examined all the information on this form, and on any accompanying statements or forms, and it is true and correct to the best of my knowledge.		
Signature of Representative	Date	Address (include Zip Code)
Firm with which associated, if any		Telephone No. and Area Code
<small>(Note: The following is optional. However, SSA can consider your fee petition more promptly if your client knows and already agrees with the amount you are requesting.)</small>		
I understand that I do not have to sign this petition or request. It is my right to disagree with the amount of the fee requested or any information given, and to ask more questions about the information given in this request (as explained on the reverse side of this form). I have marked my choice below.		
<input type="checkbox"/> I agree with the \$ _____ fee which my representative is asking to charge and collect. By signing this request, I am not giving up my right to disagree later with the total fee amount the Social Security Administration authorizes my representative to charge and collect.		
OR		
<input type="checkbox"/> I do not agree with the requested fee or other information given here, or I need more time. I understand I must call, visit, or write to SSA within 20 days if I have questions or if I disagree with the fee requested or any information shown (as explained on the reverse sides of this form).		
Signature of Claimant		Date
Address: (include Zip Code)		Telephone No. and Area Code
Form SSA-1560-U4 (03-2014) EF (03-2014) Destroy Prior Editions		
FILE COPY		

**INSTRUCTIONS FOR USING THIS PETITION**

Any attorney or other representative who wants to charge or collect a fee for services rendered in connection with a claim before the Social Security Administration (SSA), is required by law to first obtain SSA's approval of the fee [sections 206(a) and 1631(d)(2) of the Social Security Act (42 U.S.C. 406(a) and 1383(d)(2)) and sections 404.1720 and 416.1530 of Social Security Administration Regulations Numbers 4 and 16, respectively]. The only exceptions are (1) when a third party entity, (i.e. a business, firm, or government agency) will pay the fee and any expenses from its own funds and the claimant and any auxiliary beneficiaries incur no liability, directly or indirectly, for the cost(s); (2) when a court has awarded a fee for services provided in connection with proceedings before us to a legal guardian, committee, or similar court-appointed office; or (3) when representational services were provided before the court. A representative who has provided services in a claim before both the Social Security Administration and a court of law may seek a fee from either or both, but neither tribunal has the authority to set a fee for the other [42 U.S.C. 406(a) and (b)].

**When to File a Fee Petition**

The representative should request fee approval only after completing all services (for the claimant and any auxiliaries). The representative has the option to petition either before or after SSA effectuates the determination(s). In order to receive direct payment of all or any part of an authorized fee from past-due benefits, the attorney representative or non-attorney representative whom SSA has found eligible to receive direct payment should file a request for fee approval, or written notice of intent to file a request, **within 60 days** of the date of the notice of the favorable determination is mailed. When there are multiple claims on one account and the attorney or non-attorney will not file the petition within 60 days after the mailing date of the first notice of favorable determination, he or she should file a written notice of intent to file a request for fee approval within the 60-day period.

**Where to File the Petition**

The representative must first give the "Claimant's Copy" of the SSA-1560-U4 petition to the claimant for whom he or she rendered services, with a copy of each attachment. The representative may then file the original and third carbon copy, the "OHA Copy," of the SSA-1560-U4, and the attachment(s), with the appropriate SSA office:

- If a court or the Appeals Council issued the decision, send the petition to the Office of Hearings and Appeals, Attention: Attorney Fee Branch, 5107 Leesburg Pike, Falls Church, VA 22041-3255.
- If an Administrative Law Judge issued the decision, send the petition to him or her using the hearing office address.
- In all other cases, send the petition to the reviewing office address which appears at the top right of the notice of award or notice of disapproved claim.

**Evaluation of a Petition for a Fee**

If the claimant has not agreed to and signed the fee petition, SSA does not begin evaluating the request for 30 days. SSA must decide what is a reasonable fee for the services rendered to the claimant, keeping in mind the purpose of the social security or supplemental security income program. When evaluating a request for fee approval, SSA will consider the (1) extent and type of services the representative performed; (2) complexity of the case; (3) level of skill and competence required of the representative in giving the services; (4) amount of time he or she spent on the case; (5) results achieved; (6) levels of review to which the representative took the claim and at which he or she became the representative; and (7) amount of fee requested for services rendered, including any amount authorized or requested before but excluding any amount of expenses incurred. SSA also considers the amount of benefits payable, if any, but authorizes the fee amount based on consideration of all the factors given here. The amount of benefits payable in a claim is determined by specific provisions of law unrelated to the representative's efforts. Also, the amount of past-due benefits may depend on the length of time that has elapsed since the claimant's effective date of entitlement.

**Disagreement**

SSA notifies both the representative and the claimant of the amount which it authorizes the representative to charge. If either or both disagree, SSA will further review the fee authorization when the claimant or representative sends a letter, explaining the reason(s) for disagreement, to the appropriate office **within 30 days** after the date of the notice of authorization to charge and receive a fee.

**Collection of the Fee**

Basic liability for payment of a representative's approved fee rests with the client. However, SSA will assist in fee collection when the representative is an attorney or a non-attorney whom SSA has found eligible to receive direct payment, and SSA awards the claimant benefits under Title II or Title XVI of the Social Security Act. In these cases, SSA generally withholds 25 percent of the claimant's past-due benefits. Once the fee is approved, SSA pays the attorney or the eligible non-attorney from the claimant's withheld funds. **This does not mean that SSA will approve as a reasonable fee 25 percent of the past-due benefits.** The amount payable to the attorney or eligible non-attorney from the withheld benefits is subject to the assessment required by section 206(d) and 1631(d)(2)(C) of the Social Security Act, and it is also subject to offset by any fee payment(s) the attorney or eligible non-attorney has received or expects to receive from an escrow or trust account. If the approved fee is more than the amount of the withheld benefits, collection of the difference is a matter between the attorney or eligible non-attorney and the client. SSA will not pay a fee from withheld past-due benefits when the authorized fee is for an attorney or non-attorney who was discharged by the client or who withdrew from representing the client.

**Penalty for Charging or Collecting an Unauthorized Fee**

Any individual who charges or collects an unauthorized fee for services provided in any claim, including services before a court which has rendered a favorable determination, may be subject to prosecution under 42 U.S.C. 406 and 1383 which provide that such individual, upon conviction thereof, shall for each offense be punished by a fine not exceeding \$500, by imprisonment not exceeding one year, or both.

**Privacy Act**

Sections 206 and 1631(d) of the Social Security Act, as amended, authorize us to collect this information. We will use the information you provide to determine a fair value for services you rendered to the claimant named on the form. Furnishing us this information is voluntary. However, failing to provide us with all or part of the information may affect the amount you are requesting. We rarely use the information you supply for any purpose other than determining a fair value for services. However, we may use the information for the administration of our programs including sharing information:

1. To comply with Federal laws requiring the release of information from our records (e.g., to the Government Accountability Office and Department of Veterans Affairs); and
2. To facilitate statistical research, audit, or investigative activities necessary to assure the integrity and improvement of our programs (e.g., to the Bureau of the Census and to private entities under contract with us).

A complete list of when we may share your information with others, called routine uses, is available in our Privacy Act System of Records Notice 60-0003, entitled Attorney Fee File. Additional information about this and other system of records notices and our programs are available from our Internet website at [www.socialsecurity.gov](http://www.socialsecurity.gov) or at your local Social Security office.

We may share the information you provide to other health agencies through computer matching programs. Matching programs compare our records with records kept by other Federal, State, or local government agencies. We use the information from these programs to establish or verify a person's eligibility for federally funded or administered benefit programs and for repayment of incorrect payments or delinquent debts under these programs.

**Paperwork Reduction Act Statement** - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 30 minutes to read the instructions, gather the facts, and answer the questions. *Send only comments relating to our time estimate above to: SSA, 6401 Security Blvd, Baltimore, MD 21285-6401.*

Form 83A-1560-U4 (03-2014) EF (03-2014)

SOCIAL SECURITY ADMINISTRATION <b>PETITION TO OBTAIN APPROVAL OF A FEE FOR REPRESENTING A CLAIMANT BEFORE THE SOCIAL SECURITY ADMINISTRATION</b>	TOE 850	Form Approved OMB No. 0960-0104 <b>IMPORTANT INFORMATION ON REVERSE SIDE</b>
I request approval to charge a fee of _____  for services performed as the representative of:  My Services Began: ____ / ____ / ____ <small style="margin-left: 40px;">Month Day Year</small>  My Services Ended: ____ / ____ / ____	Fee \$ _____ <small>(Show the dollar amount)</small>  Type(s) of claim(s) _____	
Enter the name and the Social Security number of the person on whose Social Security record the claim is based. _____ / ____ / ____		
1. Itemize on a separate page or pages the services you rendered before the Social Security Administration (SSA). List each meeting, conference, item of correspondence, telephone call, and other activity in which you engaged, such as research, preparation of a brief, attendance at a hearing, travel, etc., related to your services as representative in this case. Attach to this petition the list showing the dates, the descriptions of each service, the actual time spent in each, and the total hours.		
2. Have you and your client entered into a fee agreement for services before SSA? <span style="float:right"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> If "yes," please specify the amount on which you agreed, and attach a copy of the agreement to this petition. <span style="float:right">and <input type="checkbox"/> See attached</span>		
3. (a) Have you received, or do you expect to receive, any payment toward your fee from any source other than from funds which SSA may be withholding for fee payment? <span style="float:right"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> (b) Do you currently hold in a trust or escrow account any amount of money you received toward payment of your fee? <span style="float:right"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> If "yes" to either or both of the above, please specify the source(s) and the amount(s). Source _____ \$ _____ Source _____ \$ _____		
<small>Note: If you receive payment(s) after submitting this petition, but before the SSA approves a fee, you have an affirmative duty to notify the SSA office to which you are sending this petition.</small>		
4. Have you received, or do you expect to receive, reimbursement for expenses you incurred? <span style="float:right"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> If "yes," please itemize your expenses and the amounts on a separate page.		
5. Did you render any services relating to this matter before any State or Federal court? <span style="float:right"><input type="checkbox"/> YES <input type="checkbox"/> NO</span> If "yes," what fee did you or will you charge for services in connection with the court proceedings? <span style="float:right">\$ _____</span> Please attach a copy of the court order if the court has approved a fee.		
6. Have you been disbarred or suspended from a court or bar to which you were previously admitted to practice as an attorney? <span style="float:right"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>		
7. Have you been disqualified from participating in or appearing before a Federal program or agency? <span style="float:right"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>		
I declare under penalty of perjury that I have examined all the information on this form, and on any accompanying statements or forms, and it is true and correct to the best of my knowledge.		
Signature of Representative	Date	Address (include Zip Code)
Firm with which associated, if any		Telephone No. and Area Code
<small>(Note: The following is optional. However, SSA can consider your fee petition more promptly if your client knows and already agrees with the amount you are requesting.)</small>		
I understand that I do not have to sign this petition or request. It is my right to disagree with the amount of the fee requested or any information given, and to ask more questions about the information given in this request (as explained on the reverse side of this form). I have marked my choice below.		
<input type="checkbox"/> I agree with the \$ _____ fee which my representative is asking to charge and collect. By signing this request, I am not giving up my right to disagree later with the total fee amount the Social Security Administration authorizes my representative to charge and collect.		
OR		
<input type="checkbox"/> I do not agree with the requested fee or other information given here, or I need more time. I understand I must call, visit, or write to SSA within 20 days if I have questions or if I disagree with the fee requested or any information shown (as explained on the reverse sides of this form).		
Signature of Claimant		Date
Address (include Zip Code)		Telephone No. and Area Code
Form SSA-1560-U4 (03-2014) EF (03-2014) <span style="float:right"><b>CLAIMANT'S COPY</b></span> Destroy Prior Editions		

**WHAT YOU SHOULD KNOW**

This is a copy of a petition, or request, your representative made to the Social Security Administration (SSA) for approval to charge a fee for services performed in connection with your claim.

**If You Have Questions or Disagree Now**

If you have questions or if you disagree with the fee requested or any information shown, contact SSA within 20 days from the date of this request. You may call or visit your local Social Security office or you may write to the office which last took action in your case.

- Write to the SSA office address which appears at the top right on your notice of award or notice of disapproved claim, unless you know that your claim went to the Appeals Council or an Administrative Law Judge of the Office of Hearings and Appeals.
- If an Administrative Law Judge made the last decision in your case, write to him or her using the hearing office address.
- If the Appeals Council or a court made the last decision in your case, write to the Office of Hearings and Appeals, Attention: Attorney Fee Branch, 5107 Leesburg Pike, Falls Church, VA 22041-3253.

If you decide to call, visit, or write, act quickly so that your questions reach the correct office within 20 days.

**For Your Protection**

Until you receive notice that SSA has approved a fee, you should not pay your representative unless the payment is held in an escrow or trust account. If you are charged or pay any money after you receive your copy of this petition but before you receive notice of the fee amount your representative may charge, report this to SSA immediately.

**What Happens Next**

No matter what you may have agreed to in writing, SSA decides how much your representative may charge you for his or her services. SSA must decide what is a reasonable fee for the work your representative did, keeping in mind the purpose of the social security or supplemental security income program. SSA does not automatically approve 25 percent of any past-due benefits as a reasonable fee. SSA must consider the (1) extent and type of services the representative performed, (2) complexity of your case, (3) level of skill and competence required of your representative in giving the services, (4) amount of time he or she spent on your case, (5) results achieved, (6) levels of review to which your representative took your claim and at which he or she became your representative, and (7) amount of fee he or she requests, including any amount requested or authorized before but excluding any amount of expenses incurred. SSA also considers the amount of benefits payable, if any, but approves a fee amount based on all the factors given here. This is because the amount of benefits payable to you is determined by the law and regulations, not by your representative's efforts. Also, the amount of past-due benefits may depend on the length of time that has gone by since your effective date of entitlement.

**What Happens Later**

SSA will send you a written notice showing the fee amount your representative may charge you based on this request. If you disagree with the amount approved, you must write to say you disagree and to give your reasons, sending your letter to the SSA office address shown on the "Authorization to Charge and Receive a Fee" within 30 days of the date on that notice. You may disagree with the fee approved, even if you do not disagree now with the fee amount your representative is requesting.

The law and regulations say that part of any past-due social security or supplemental security income benefits payable to you, under Title II or Title XVI of the Social Security Act must be used toward the payment of your representative's fee if he or she is an attorney or a non-attorney whom SSA has found eligible to receive direct payment. The amount SSA may pay your attorney or eligible non-attorney directly is the smallest of the following:

- twenty-five percent (25%), or one-fourth, of the total past-due benefits payable to you as a result of the claim.
- the fee amount approved, or
- the amount which you and your attorney or eligible non-attorney agreed upon as the fee for his or her services (shown on the reverse in item 2 of this petition).

SSA will not pay a fee to an attorney or non-attorney representative if you discharged the representative or he or she withdrew from representing you.

**Privacy Act**

Sections 206 and 1631(d) of the Social Security Act, as amended, authorize us to collect this information. We will use the information you provide to determine a fair value for services you rendered to the claimant named on the form. Furnishing us this information is voluntary. However, failing to provide us with all or part of the information may affect the amount you are requesting. We rarely use the information you supply for any purpose other than determining a fair value for services. However, we may use the information for the administration of our programs including sharing information:

- 1 To comply with Federal laws requiring the release of information from our records (e.g., to the Government Accountability Office and Department of Veterans Affairs); and,
- 2 To facilitate statistical research, audit, or investigative activities necessary to assure the integrity and improvement of our programs (e.g., to the Bureau of the Census and to private entities under contract with us).

A complete list of when we may share your information with others, called routine uses, is available in our Privacy Act System of Records Notice 60-0003, entitled Attorney Fee File. Additional information about this and other system of records notices and our programs are available from our Internet website at [www.socialsecurity.gov](http://www.socialsecurity.gov) or at your local Social Security office.

We may share the information you provide to other health agencies through computer matching programs. Matching programs compare our records with records kept by other Federal, State, or local government agencies. We use the information from these programs to establish or verify a person's eligibility for federally funded or administered benefit programs and for repayment of incorrect payments or delinquent debts under these programs.

**Paperwork Reduction Act Statement** - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 30 minutes to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate above to: SSA, 6401 Security Blvd, Baltimore, MD 21235-6401.

Form SSA-1560-U4 (03-2014) EF (03-2014)

**SOCIAL SECURITY ADMINISTRATION** **TOE 850** Form Approved  
OMB No. 0960-0104

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**PETITION TO OBTAIN APPROVAL OF A FEE FOR REPRESENTING A CLAIMANT BEFORE THE SOCIAL SECURITY ADMINISTRATION**

**IMPORTANT INFORMATION ON REVERSE SIDE**

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I request approval to charge a fee of: \_\_\_\_\_  
 for services performed as the representative of: \_\_\_\_\_

My Services Began: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year

My Services Ended: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Fee \$ \_\_\_\_\_ (Show the dollar amount)

Type(s) of claim(s) \_\_\_\_\_

Enter the name and the Social Security number of the person on whose Social Security record the claim is based.  
 \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

---

1. Itemize on a separate page or pages the services you rendered before the Social Security Administration (SSA). List each meeting, conference, item of correspondence, telephone call, and other activity in which you engaged, such as research, preparation of a brief, attendance at a hearing, travel, etc., related to your services as representative in this case. Attach to this petition the list showing the dates, the descriptions of each service, the actual time spent in each, and the total hours.
2. Have you and your client entered into a fee agreement for services before SSA?  YES  NO  
 If "yes," please specify the amount on which you agreed, and attach a copy of the agreement to this petition. \$ \_\_\_\_\_ and  See attached
3. (a) Have you received, or do you expect to receive, any payment toward your fee from any source other than from funds which SSA may be withholding for fee payment?  YES  NO  
 (b) Do you currently hold in a trust or escrow account any amount of money you received toward payment of your fee?  YES  NO  
 If "yes" to either or both of the above, please specify the source(s) and the amount(s).  
 Source: \_\_\_\_\_ \$ \_\_\_\_\_  
 SOURCE: \_\_\_\_\_ \$ \_\_\_\_\_  
Note: If you receive payment(s) after submitting this petition, but before the SSA approves a fee, you have an affirmative duty to notify the SSA office to which you are sending this petition.
4. Have you received, or do you expect to receive, reimbursement for expenses you incurred?  YES  NO  
 If "yes," please itemize your expenses and the amounts on a separate page.
5. Did you render any services relating to this matter before any State or Federal court?  YES  NO  
 If "yes," what fee did you or will you charge for services in connection with the court proceedings? \$ \_\_\_\_\_  
 Please attach a copy of the court order if the court has approved a fee.
6. Have you been disbarred or suspended from a court or bar to which you were previously admitted to practice as an attorney?  YES  NO
7. Have you been disqualified from participating in or appearing before a Federal program or agency?  YES  NO

**I declare under penalty of perjury that I have examined all the information on this form, and on any accompanying statements or forms, and it is true and correct to the best of my knowledge.**

Signature of Representative	Date	Address (include Zip Code)
Firm with which associated, if any		Telephone No. and Area Code

[Note: The following is optional. However, SSA can consider your fee petition more promptly if your client knows and already agrees with the amount you are requesting.]

I understand that I do not have to sign this petition or request. It is my right to disagree with the amount of the fee requested or any information given, and to ask more questions about the information given in this request (as explained on the reverse side of this form). I have marked my choice below.

I agree with the \$ \_\_\_\_\_ fee which my representative is asking to charge and collect. By signing this request, I am not giving up my right to disagree later with the total fee amount the Social Security Administration authorizes my representative to charge and collect.

**OR**

I do not agree with the requested fee or other information given here, or I need more time. I understand I must call, visit, or write to SSA within 20 days if I have questions or if I disagree with the fee requested or any information shown (as explained on the reverse sides of this form).

Signature of Claimant	Date
Address (include Zip Code)	Telephone No. and Area Code

Form SSA-1560-U4 (03-2014) EF (03-2014) **OHA COPY**  
 Destroy Prior Editions

**INSTRUCTIONS FOR USING THIS PETITION**

Any attorney or other representative who wants to charge or collect a fee for services rendered in connection with a claim before the Social Security Administration (SSA) is required by law to first obtain SSA's approval of the fee [sections 206(a) and 1631(d)(2) of the Social Security Act (42 U.S.C. 406(a) and 1383(d)(2)) and sections 404.1720 and 416.1520 of Social Security Administration Regulations Numbers 4 and 16, respectively.] The only exceptions are 1) when a third party entity, (i.e. a business, firm, or government agency) will pay the fee and any expenses from its own funds and the claimant and any auxiliary beneficiaries incur no liability, directly or indirectly, for the cost(s); (2) when a court has awarded a fee for services provided in connection with proceedings before us to a legal guardian, committee, or similar court-appointed office; or (3) when representational services were provided before the court. A representative who has provided services in a claim before both the Social Security Administration and a court of law may seek a fee from either or both, but neither tribunal has the authority to set a fee for the other [42 U.S.C. 406(a) and (b)].

**When to File a Fee Petition**

The representative should request fee approval only after completing all services (for the claimant and any auxiliaries). The representative has the option to petition either before or after SSA effectuates the determination(s). In order to receive direct payment of all or any part of an authorized fee from past-due benefits, the attorney representative or non-attorney representative whom SSA has found eligible to receive direct payment should file a request for fee approval, or written notice of intent to file a request, within 60 days of the date of the notice of the favorable determination is mailed. When there are multiple claims on one account and the attorney or non-attorney will not file the petition within 60 days after the mailing date of the first notice of favorable determination, he or she should file a written notice of intent to file a request for fee approval within the 60-day period.

**Where to File the Petition**

The representative must first give the "Claimant's Copy" of the SSA-1560-U4 petition to the claimant for whom he or she rendered services, with a copy of each attachment. The representative may then file the original and third carbon copy, the "OHA Copy," of the SSA-1560-U4, and the attachment(s), with the appropriate SSA office.

- If a court or the Appeals Council issued the decision, send the petition to the Office of Hearings and Appeals. Attention: Attorney Fee Branch, 5107 Leesburg Pike, Falls Church, VA 22041-3255.
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**Evaluation of a Petition for a Fee**

If the claimant has not agreed to and signed the fee petition, SSA does not begin evaluating the request for 30 days. SSA must decide what is a reasonable fee for the services rendered to the claimant, keeping in mind the purpose of the social security or supplemental security income program. When evaluating a request for fee approval, SSA will consider the (1) extent and type of services the representative performed; (2) complexity of the case; (3) level of skill and competence required of the representative in giving the services; (4) amount of time he or she spent on the case; (5) results achieved; (6) levels of review to which the representative took the claim and at which he or she became the representative; and (7) amount of fee requested for services rendered, including any amount authorized or requested before but excluding any amount of expenses incurred. SSA also considers the amount of benefits payable, if any, but authorizes the fee amount based on consideration of all the factors given here. The amount of benefits payable in a claim is determined by specific provisions of law unrelated to the representative's efforts. Also, the amount of past-due benefits may depend on the length of time that has elapsed since the claimant's effective date of entitlement.

**Disagreement**

SSA notifies both the representative and the claimant of the amount which it authorizes the representative to charge. If either or both disagree, SSA will further review the fee authorization when the claimant or representative sends a letter, explaining the reason(s) for disagreement, to the appropriate office within 30 days after the date of the notice of authorization to charge and receive a fee.

**Collection of the Fee**

Basic liability for payment of a representative's approved fee rests with the client. However, SSA will assist in fee collection when the representative is an attorney or a non-attorney whom SSA has found eligible to receive direct payment, and SSA awards the claimant benefits under Title II or Title XVI of the Social Security Act. In these cases, SSA generally withholds 25 percent of the claimant's past-due benefits. Once the fee is approved, SSA pays the attorney or the eligible non-attorney from the claimant's withheld funds. This does not mean that SSA will approve as a reasonable fee 25 percent of the past-due benefits. The amount payable to the attorney or eligible non-attorney from the withheld benefits is subject to the assessment required by section 206(d) and 1631(d)(2)(C) of the Social Security Act, and it is also subject to offset by any fee payment(s) the attorney or eligible non-attorney has received or expects to receive from an escrow or trust account. If the approved fee is more than the amount of the withheld benefits, collection of the difference is a matter between the attorney or eligible non-attorney and the client. SSA will not pay a fee from withheld past-due benefits when the authorized fee is for an attorney or non-attorney who was discharged by the client or who withdrew from representing the client.

**Penalty for Charging or Collecting an Unauthorized Fee**

Any individual who charges or collects an unauthorized fee for services provided in any claim, including services before a court which has rendered a favorable determination, may be subject to prosecution under 42 U.S.C. 406 and 1383 which provide that such individual, upon conviction thereof, shall for each offense be punished by a fine not exceeding \$500, by imprisonment not exceeding one year, or both.

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1. To comply with Federal laws requiring the release of information from our records (e.g., to the Government Accountability Office and Department of Veterans Affairs); and
2. To facilitate statistical research, audit, or investigative activities necessary to assure the integrity and improvement of our programs (e.g., to the Bureau of the Census and to private entities under contract with us).

A complete list of when we may share your information with others, called routine uses, is available in our Privacy Act System of Records Notice 60-0003, entitled Attorney Fee File. Additional information about this and other system of records notices and our programs are available from our Internet website at [www.socialsecurity.gov](http://www.socialsecurity.gov) or at your local Social Security office.

We may share the information you provide to other health agencies through computer matching programs. Matching programs compare our records with records kept by other Federal, State, or local government agencies. We use the information from these programs to establish or verify a person's eligibility for federally funded or administered benefit programs and for repayment of incorrect payments or delinquent debts under these programs.

**Paperwork Reduction Act Statement** - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 30 minutes to read the instructions, gather the facts, and answer the questions. *Send only comments relating to our time estimate above to: SSA, 6401 Security Blvd, Baltimore, MD 21235-6401.*

Form SSA-1560-U4 (03-2014) EF (03-2014)

## SSA FEE CONTRACT MODEL LANGUAGE

### Fee for Services

My representative and I understand that, for a fee to be payable, the Social Security Administration (SSA) must approve any fee my representative charges or collects from me for services my representative provides in proceedings before SSA in connection with my claim(s) for benefits.

We agree that, if SSA favorably decides the claim(s), I will pay my representative a fee equal to the lesser of [Insert a number less than or equal to 25 percent] percent of the past-due benefits resulting from my claim(s) or [Insert a number less than or equal to the applicable specified dollar limit established pursuant to section 206(a)(2)(A) of the Social Security Act (e.g., \$5,300, \$6,000)].

#### Review of the Fee

We understand that one or both of us may request review of the fee amount, in writing, within 15 days after SSA has notified us of any amount my representative can charge.

- My representative may ask SSA to increase the fee, and [Insert he or she ] has informed me that [Insert he or she] will do so if [Insert the conditions under which the representative might seek a fee higher than the fee otherwise agreed upon].
- I may ask SSA to reduce the fee.
- An affected auxiliary Social Security beneficiary, if any, may ask SSA to reduce the fee too.
- Also, if SSA approved the fee agreement, the person(s) who decided my claim(s) may ask for a reduction of the fee under the agreement if, in his or her opinion, my representative did not represent my interests adequately or the fee is clearly excessive for the services provided.

If someone requests review, SSA generally would send the other(s) a copy and offer an opportunity to comment on the request and provide more information to the person reviewing the request. SSA then would finally decide the amount of the fee and notify us in writing whether the fee increased, decreased, or did not change.

We both have received signed copies of this agreement.

## Your Right To Representation



*Simple Answer!*

**Y**ou can have a representative, such as an attorney, help you when you do business with Social Security. We will work with your representative, just as we would with you.

For your protection, in most situations, your representative cannot charge or collect a fee from you without first getting written approval from us. However, your representative may accept money from you in advance as long as it is held in a trust or escrow account.

Both you and your representative are responsible for providing us with accurate information. It is illegal to furnish false information knowingly or willfully. If you do, you may face criminal prosecution.

### What a representative can do

Once you appoint a representative, he or she can act on your behalf before Social Security by:

- Getting information from your Social Security file;
- Helping you get medical records or information to support your claim;
- Coming with you, or for you, to any interview, conference or hearing you have with us;
- Requesting a reconsideration, hearing or Appeals Council review; and
- Helping you and your witnesses prepare for a hearing and questioning any witnesses.

Your representative also will receive a copy of the decision(s) we make on your claim(s).

### Choosing a representative

You can choose an attorney or other qualified individual to represent you. You also can have more than one representative. However, you cannot have someone who has been suspended or disqualified from representing others before the Social Security Administration or who may not, by law, act as a representative.

Some organizations can help you find a representative or give you free legal services if you qualify. Some representatives do not

charge unless you receive benefits. Your Social Security office has a list of organizations that can help you find a representative.

You can appoint one or more people in a firm, corporation or other organization as your representatives, but you may not appoint the firm, corporation or organization itself.

After you choose a representative, you must tell us **in writing** as soon as possible. To do this, get Form SSA-1696-U4, *Appointment of Representative*, from our website at [www.socialsecurity.gov](http://www.socialsecurity.gov) or from any Social Security office.

You must give the name of the individual you are appointing and sign your name. If the individual is not an attorney, he or she also must sign the form.

### What your representative may charge you

To charge you a fee for services, your representative first must file either a fee agreement or a fee petition with us.

Your representative cannot charge you more than the fee amount we authorize. If you or your representative disagree with the fee we authorize, either of you can ask us to look at it again.

A representative who charges or collects a fee without our authorization, or charges or collects too much, may be suspended or disqualified from representing anyone before the Social Security Administration and also may face criminal prosecution.

### Filing a fee agreement

If you and your representative have a written fee agreement, your representative may ask us to approve it any time before we decide your claim. Usually, we will approve the agreement and tell you in writing how much your representative may charge as long as:

- You both signed the agreement;
- Your claim was approved and resulted in past-due benefits; and

(01/12)

[www.socialsecurity.gov](http://www.socialsecurity.gov)

Your Right To Representation

- The fee you agreed on is no more than 25 percent of past-due benefits or \$6,000, whichever is less.

If we do not approve the fee agreement, we will notify you and your representative in writing.

### Filing a fee petition

Your representative may give us a fee petition after completing the work on your claim(s). This written request should describe in detail the amount of time spent on each service your representative provided. Your representative must give you a copy of the fee petition and each attachment. If you disagree with the fee requested or the information shown, contact us within 20 days. We will consider the reasonable value of the representative's services and tell you, in writing, the amount of the fee we authorize.

### How much you pay

The amount of the fee we decide your representative may charge is the most you owe for his or her services even if you agreed to pay your representative more. However, your representative can charge you for out-of-pocket expenses, such as medical reports, without our approval.

If an attorney or non-attorney whom Social Security has found eligible for direct payment represents you, we usually withhold 25 percent (but never more) of your past-due benefits to pay toward the fee. We pay all or part of the representative's fee from this money and send you any money left over.

Sometimes you must pay your representative directly:

- You must pay the rest you owe if the amount of the approved fee is more than the amount of money we withheld and paid your representative for you.
- You must pay the entire fee amount if:
  - Your representative is not eligible for direct payment;
  - We did not withhold 25 percent from your past-due Social Security or Supplemental Security Income benefits, or both; or
  - Your representative made a timely request for a fee and we sent you the money that we should have withheld.

You must pay for out-of-pocket expenses your representative incurs or expect(s) to incur (for example, the cost of getting your doctor's or hospital records).

### If someone else pays your representative

Even when someone else will pay the fee for you (for example, an insurance company), we must approve the fee unless:

- You and any auxiliary beneficiaries are free of direct or indirect liability to pay the fee or expenses, either in whole or in part, to a representative or to someone else; and
- It is a nonprofit organization or federal, state, county or city agency that will pay the fee and any expenses from government funds; and
- Your representative gives us a written statement that you will not have to pay any fee or expenses.

### If you appeal your claim to the federal court

The court can allow a reasonable fee for your attorney. We do not need to authorize that fee. The fee will not exceed 25 percent of all past-due benefits that result from the court's decision. Your attorney cannot charge any additional fee for services before the court.

### Contacting Social Security

For more information and to find copies of our publications, visit our website at [www.socialsecurity.gov](http://www.socialsecurity.gov) or call toll-free, 1-800-772-1213 (for the deaf or hard of hearing, call our TTY number, 1-800-325-0778). We treat all calls confidentially. We can answer specific questions from 7 a.m. to 7 p.m., Monday through Friday. We can provide information by automated phone service 24 hours a day.

We also want to make sure you receive accurate and courteous service. That is why we have a second Social Security representative monitor some telephone calls.

[www.socialsecurity.gov](http://www.socialsecurity.gov)



Social Security Administration  
SSA Publication No. 05-00075  
ICN 468000  
Unit of Issue: HD (one hundred)  
February 2009 (from 2009 edition may be used)

**DISTRICT LOCATIONS**

<b>REGION</b>	<b>DISTRICT</b>	<b>EXPECTED PRIMARY BILINGUAL NEEDS</b>
REGION I	CIVIC CENTER #14 813 E. 4TH PL. LOS ANGELES 90012	ENGLISH/SPANISH
REGION I	METRO EAST #15 2855 E. OLYMPIC BLVD. LOS ANGELES 90023	ENGLISH/SPANISH
REGION II	RANCHO PARK #60 11110 W. PICO BLVD. LOS ANGELES 90064	ENGLISH/SPANISH
REGION II	WILSHIRE SPECIAL#10 2415 W. 6 <sup>TH</sup> ST. LOS ANGELES 90057	ENGLISH/SPANISH/ KOREAN/ ARMENIAN
REGION III	SOUTH SPECIAL #07 17600 "B" SANTA FE AVE. RANCHO DOMINGUEZ 90221	ENGLISH/SPANISH/KOREAN
REGION IV	METRO SPECIAL #70 2707 S. GRAND AVE. LOS ANGELES 90007	ENGLISH/ SPANISH/KOREAN
REGION V	GLENDALE #02 4680 SAN FERNANDO RD. GLENDALE 91204	ENGLISH/SPANISH/ARMENIAN
REGION V	PASADENA #03 955 N. LAKE AVE PASADENA 91104	ENGLISH/SPANISH/ARMENIAN
REGION VI	POMONA #36 2040 W. HOLT AVE. POMONA 91768	ENGLISH/SPANISH
REGION VI	SAN GABRIEL VALLEY #20 3352 AEROJET AVE. EL MONTE 91731	ENGLISH/SPANISH/VIETNAMESE/ CHINESE
REGION VII	SOUTHWEST SPECIAL #08 1326 W. IMPERIAL HWY. LOS ANGELES 90044	ENGLISH/SPANISH/VIETNAMESE
REGION VII	SOUTH CENTRAL #27 10728 S. CENTRAL AVE. LOS ANGELES 90059	ENGLISH/SPANISH
REGION VIII	LANCASTER #34 349-B EAST AVE. K-6 LANCASTER 93535	ENGLISH/SPANISH
REGION VIII	SAN FERNANDO BR. #32 9188 GLENOAKS SUN VALLEY 91352	ENGLISH/SPANISH/ARMENIAN

### COMPLAINT OF DISCRIMINATORY TREATMENT

TO: DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CIVIL RIGHTS SECTION  
12860 CROSSROADS PARKWAY SOUTH  
CITY OF INDUSTRY, CALIFORNIA 91746

CASE NAME:

CASE NUMBER:

I, \_\_\_\_\_, hereby file this complaint of discriminatory treatment  
(Please print your name) and request that an investigation be conducted.

I believe I was discriminated against because of my:

<input type="checkbox"/> RACE	<input type="checkbox"/> DISABILITY	<input type="checkbox"/> ETHNIC GROUP IDENTIFICATION
<input type="checkbox"/> NATIONAL ORIGIN	<input type="checkbox"/> RELIGION	<input type="checkbox"/> SEX
<input type="checkbox"/> MARITAL STATUS	<input type="checkbox"/> AGE	<input type="checkbox"/> COLOR
<input type="checkbox"/> POLITICAL AFFILIATION	<input type="checkbox"/> SEXUAL ORIENTATION	<input type="checkbox"/> OTHER: _____

DATE OF OCCURRENCE: \_\_\_\_\_

NAME(S) AND TITLE(S) OF THE PERSON(S) WHO I BELIEVE DISCRIMINATED AGAINST ME:

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

THE ACTION, DECISION OR CONDITION WHICH CAUSED ME TO FILE THIS COMPLAINT IS AS FOLLOWS:

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

I WISH TO HAVE THE FOLLOWING CORRECTIVE ACTION TAKEN:

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

\_\_\_\_\_  
Initial on the line  
above if you give  
consent.

**CONSENT GRANTED** – By initialing this option, I am authorizing the Department of Public Social Services, Civil Rights Section (CRS) to reveal my identity and other personal information to persons at the organization or institution under investigation and to other Federal and State agencies in accordance with applicable federal and state laws and regulations. I hereby authorize CRS to receive material and information including, but not limited to applications, case files, personal records, and medical records. The material and information shall be used for authorized civil rights compliance and enforcement activities. I understand that I am not required to authorize this release and I do so voluntarily.

\_\_\_\_\_  
Initial on the line  
above if you do  
not give consent.

**CONSENT DENIED** – I do not give my consent for the release of my name or other personally identifying information. I understand that this complaint may not be investigated as a result of my refusal to give my consent for the release of information.

\_\_\_\_\_  
(SIGNATURE) (DATE) ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

PA – 607 (REVISED 06/11)



**CalWORKs SSI ADVOCACY PROGRAM -- CHIEF REPORT**  
**July-14**

	Data Month Jul-14	Cumulative Since 1/1/07	Active Cases Prior to 07
<b>A. Intakes/Referrals</b>			2
1. Exemption/Portal Listing	60	11927	
2. CalWORKs referrals	2	191	
3. GAIN referrals	2	3378	
4. Outreach	0	389	
5. Outbound Dialing	0	(not included in total)	
<b>Total (1+2+3)</b>	64	15,486	
<b>B. Appointments</b>	70	8504	
1. Scheduled (initial)	40	4358	
2. No shows (initial)	21	3466	
3. 2nd appointment or more	18	2087	
4. No shows (2nd appointment or more)	81	11970	
<b>Total appointments scheduled (1+3)</b>			
<b>C. SSI Applications filed</b>	0	24	
1. Aged	0	2	
2. Blind	14	2174	
3. Disabled	14	2200	
<b>Total (1+2+3)</b>			
<b>D. SSI Application Status</b>			
1. Approvals	5	581	
a) 1st application	0	125	
b) Reconsideration	4	425	
c) Hearing			
d) Other/Unknown (applications taken by someone other than CW SSI staff when it is unknown if approval is from a, b, or c above.)	5	620	
<b>Total (a+b+c+d)</b>	15	1762	
2. Denials	6	917	
a) Initial Denials (Number of recons filed)	1	194	
Did not want to continue process	5	618	
b) Reconsideration (Number of hearings filed)	0	43	
Did not want to continue process	5	340	
c) Hearing Denials	0	396	
d) Other (applications taken by someone other than CW SSIAP staff)	17	2269	
<b>Total (a+b+c+d)</b>			
<b>E. Reason SSI application not taken by SSIAP staff</b>	11	851	
a) No discernable disability	7	882	
b) Unwilling to apply	3	725	
c) Not elig due to immigration status	3	258	
d) Working	8	954	
e) Not receiving CalWORKs	0	258	
f) Receiving SSI	3	145	
g) *Receiving RSDI	0	74	
h) SSI application withdrawn	0	7	
i) Felon	0	23	
j) Receiving Workers Compensation	0	28	
k) Appt notice not picked up at district by homeless pt.	1	17	
l) Deceased	7	1460	
m) **SSI application pending	43	5683	
<b>Total (add a thru m)</b>			
	0	11	
<b>F. Home visits</b>	21	3660	
<b>G. Pending/filed applications with SSA (C+Em)</b>	24	2045	
<b>H. ***SSI closed cases</b>			

\*An individual may be eligible to SSI and RSDI (Retirement/Survivors and Disability Insurance) simultaneously (specifically, retirement and Social Security Disability Insurance) as long as the total benefit amount between the two programs does not exceed \$856 which is the maximum grant amount for SSI.

\*\*SSI applications already taken by someone else other than a CW SSI advocate.

\*\*\*Closed cases are defined as applications that have been submitted to SSA that are no longer active with SSA.

CW SSIAP 20 (Rev 5/10)

Submitted 09/02/14

**DPSS CASELOAD PROJECTION  
DPSS GR CASELOAD BY PRIMARY LANGUAGE**

REGION/DISTRICT	English		Spanish		Armenian		Cambodian		Chinese		Farsi		Korean		Russian		Tagalog		Vietnamese		Other*		Total Cases
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
<b>Region I</b>																							
Civic Center #14	5983	96.83	188	3.04	1	0.02	0	0.00	4	0.06	0	0.00	1	0.02	0	0.00	0	0.00	2	0.03	0	0.00	6,179
Metro East #15	6,657	87.89	898	11.86	3	0.04	0	0.00	3	0.04	0	0.00	1	0.01	0	0.00	0	0.00	9	0.12	3	0.04	7,574
<b>Region II</b>																							
Rancho Park #60	7,324	97.64	103	1.37	6	0.08	0	0.00	2	0.03	32	0.43	2	0.03	19	0.25	0	0.00	1	0.01	12	0.16	7,501
Wiltshire Special #10	5,026	82.84	638	10.52	205	3.38	1	0.02	3	0.05	7	0.12	98	1.62	43	0.71	20	0.33	5	0.08	21	0.35	6,067
<b>Region III</b>																							
South Special #7	15,786	95.36	706	4.26	1	0.01	46	0.28	1	0.01	1	0.01	3	0.02	1	0.01	1	0.01	5	0.03	3	0.02	16,554
<b>Region IV</b>																							
Metro Special #70	12,326	94.53	683	5.24	3	0.02	0	0.00	1	0.01	1	0.01	22	0.17	1	0.01	1	0.01	1	0.01	0	0.00	13,039
<b>Region V</b>																							
Glendale #2	3,406	72.34	230	4.89	953	20.24	0	0.00	1	0.02	55	1.17	4	0.08	23	0.49	6	0.13	8	0.17	22	0.47	4,708
Pasadena #3	2,440	97.64	44	1.76	12	0.48	0	0.00	1	0.04	1	0.04	0	0.00	0	0.00	1	0.04	0	0.00	0	0.00	2,499
<b>Region VI</b>																							
San Gabriel #20	6,161	92.34	282	4.23	2	0.03	6	0.09	103	1.54	0	0.00	0	0.00	0	0.00	0	0.00	116	1.74	2	0.03	6,872
Pomona #36	3,583	95.78	132	3.53	0	0.00	1	0.03	9	0.24	0	0.00	1	0.03	0	0.00	1	0.03	9	0.24	5	0.13	3,741
<b>Region VII</b>																							
Southwest Special #08	11,951	96.34	437	3.52	1	0.01	0	0.00	1	0.01	1	0.01	5	0.04	0	0.00	0	0.00	4	0.03	5	0.04	12,405
South Central #27	3,246	94.11	202	5.86	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	1	0.03	0	0.00	0	0.00	3,449
<b>Region VIII</b>																							
Lancaster GR Sub-Office #67	6,726	97.90	141	2.05	1	0.01	0	0.00	1	0.01	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	6,870
San Fernando Sub-Office #32	5,768	87.53	483	7.33	230	3.49	0	0.00	0	0.00	65	0.99	2	0.03	21	0.32	3	0.05	3	0.05	15	0.23	6,590
<b>TOTAL</b>	<b>96,383</b>	<b>92.81</b>	<b>5,167</b>	<b>4.98</b>	<b>1,418</b>	<b>1.37</b>	<b>54</b>	<b>0.05</b>	<b>130</b>	<b>0.13</b>	<b>163</b>	<b>0.16</b>	<b>139</b>	<b>0.13</b>	<b>108</b>	<b>0.10</b>	<b>34</b>	<b>0.03</b>	<b>163</b>	<b>0.16</b>	<b>89</b>	<b>0.09</b>	<b>103,848</b>

# Represents the number of cases on the March 2014 Caseload Characteristics Report.

\* Other Section includes other non-English cases such as Japanese, Hindi, Arabic, etc.

**DPSS CALWORKS CASELOAD BY PRIMARY LANGUAGE**

**REGION II**

DISTRICT OFFICE	English		Spanish		Armenian		Cambodian		Chinese		Farsi		Korean		Russian		Tagalog		Vietnamese		Other*		Total Cases
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
Metro North #38	3,903	40.20	5,313	54.72	258	2.66	13	0.13	6	0.06	4	0.04	93	0.96	79	0.81	6	0.06	3	0.03	31	0.32	9,709
Cudahy #06	3,563	55.90	2,794	43.83	0	0.00	0	0.00	1	0.02	0	0.00	0	0.00	1	0.02	0	0.00	0	0.00	15	0.24	6,374
Metro East Main Office #15	3,045	46.13	3,552	53.81	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	4	0.06	6,601
Metro Family #13	4,160	43.97	5,295	55.97	0	0.00	1	0.01	0	0.00	0	0.00	2	0.02	0	0.00	0	0.00	0	0.00	3	0.03	9,461
South Central #27	4,714	67.85	2,233	32.14	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	1	0.01	0	0.00	6,948
South Family #31	7,207	70.39	2,705	26.42	0	0.00	300	2.93	0	0.00	1	0.01	0	0.00	0	0.00	3	0.03	8	0.08	15	0.15	10,239
Exposition Park #12	5,781	76.91	1,728	22.99	0	0.00	1	0.01	1	0.01	0	0.00	6	0.08	0	0.00	0	0.00	0	0.00	0	0.00	7,517
Rancho Park #60	4,108	80.34	863	16.88	2	0.04	1	0.02	2	0.04	50	0.98	5	0.10	37	0.72	1	0.02	0	0.00	44	0.86	5,113
<b>TOTAL</b>	<b>36,481</b>	<b>58.88</b>	<b>24,483</b>	<b>39.51</b>	<b>260</b>	<b>0.42</b>	<b>316</b>	<b>0.51</b>	<b>10</b>	<b>0.02</b>	<b>55</b>	<b>0.09</b>	<b>106</b>	<b>0.17</b>	<b>117</b>	<b>0.19</b>	<b>10</b>	<b>0.02</b>	<b>12</b>	<b>0.02</b>	<b>112</b>	<b>0.18</b>	<b>61,962</b>

# Represents the number of cases on the March 2014 Caseload Characteristics Report.

\* Other Section includes other non-English cases such as Japanese, Hindi, Arabic, etc.

**DPSS CALWORKS CASELOAD BY PRIMARY LANGUAGE**

**REGION V**

DISTRICT OFFICE	English		Spanish		Armenian		Cambodian		Chinese		Farsi		Korean		Russian		Tagalog		Vietnamese		Other*		Total Cases
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
East Valley #11	4,537	50.50	3,910	43.52	454	5.05	1	0.01	0	0.00	9	0.10	2	0.02	40	0.45	6	0.07	1	0.01	24	0.27	8,984
Lancaster #34	10,863	87.20	1,574	12.64	2	0.02	1	0.01	0	0.00	0	0.00	1	0.01	0	0.00	1	0.01	0	0.00	15	0.12	12,457
Pasadena #03	1,734	74.17	548	23.44	35	1.50	0	0.00	14	0.60	0	0.00	0	0.00	2	0.09	0	0.00	1	0.04	4	0.17	2,338
West Valley #82	5,046	58.74	3,167	36.86	85	0.99	0	0.00	0	0.00	184	2.14	3	0.03	44	0.51	2	0.02	11	0.13	49	0.57	8,591
Southwest Family #83	10,766	78.70	2,859	20.90	1	0.01	0	0.00	2	0.01	3	0.02	5	0.04	3	0.02	4	0.03	16	0.12	21	0.15	13,680
Santa Clarita #51	1,085	72.09	407	27.04	1	0.07	0	0.00	0	0.00	2	0.13	0	0.00	1	0.07	0	0.00	0	0.00	9	0.60	1,505
Glendale #02	2,992	48.00	1,239	19.88	1,821	29.22	0	0.00	0	0.00	45	0.72	5	0.08	43	0.69	0	0.00	1	0.02	87	1.40	6,233
<b>TOTAL</b>	<b>37,023</b>	<b>68.83</b>	<b>13,704</b>	<b>25.48</b>	<b>2,399</b>	<b>4.46</b>	<b>2</b>	<b>0.00</b>	<b>16</b>	<b>0.03</b>	<b>243</b>	<b>0.45</b>	<b>16</b>	<b>0.03</b>	<b>133</b>	<b>0.25</b>	<b>13</b>	<b>0.02</b>	<b>30</b>	<b>0.06</b>	<b>209</b>	<b>0.39</b>	<b>53,788</b>

# Represents the number of cases on the March 2014 Caseload Characteristics Report.

\* Other Section includes other non-English cases such as Japanese, Hindi, Arabic, etc.

**DPSS CALWORKS CASELOAD BY PRIMARY LANGUAGE**

**REGION VI**

DISTRICT OFFICE	English		Spanish		Armenian		Cambodian		Chinese		Farsi		Korean		Russian		Tagalog		Vietnamese		Other*		Total Cases		
	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%			
Compton #26	6,840	69.57	2,983	30.34	0	0.00	2	0.02	1	0.01	1	0.01	0	0.00	1	0.01	0	0.00	0	0.00	0	0.00	4	0.04	9,832
Florence #17	4,028	50.64	3,921	49.30	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	0	0.00	5	0.06	7,954
Paramount #62	3,722	74.59	1,226	24.57	0	0.00	27	0.54	1	0.02	0	0.00	2	0.04	2	0.04	0	0.00	8	0.16	2	0.04	2	0.04	4,990
El Monte #04	4,280	64.42	2,271	34.18	0	0.00	0	0.00	31	0.47	1	0.02	1	0.02	0	0.00	2	0.03	45	0.68	13	0.20	13	0.20	6,644
San Gabriel Valley #20	2,485	58.14	1,367	31.98	0	0.00	17	0.40	208	4.87	0	0.00	1	0.02	1	0.02	1	0.02	186	4.35	8	0.19	8	0.19	4,274
Pomona #36	6,365	75.33	1,982	23.46	1	0.01	4	0.05	18	0.21	2	0.02	4	0.05	1	0.01	1	0.01	19	0.22	52	0.62	52	0.62	8,449
Belvedere #05	2,690	60.94	1,709	38.72	6	0.14	0	0.00	0	0.00	0	0.00	0	0.00	2	0.05	1	0.02	0	0.00	0	0.00	6	0.14	4,414
Norwalk #40	5,233	79.89	1,276	19.48	0	0.00	7	0.11	4	0.06	0	0.00	4	0.06	0	0.00	0	0.00	0	0.00	0	0.00	26	0.40	6,550
Lincoln Heights Sub-Office #66	2,838	54.21	2,333	44.57	0	0.00	4	0.08	40	0.76	0	0.00	1	0.02	0	0.00	1	0.02	15	0.29	3	0.06	3	0.06	5,235
<b>TOTAL</b>	<b>38,481</b>	<b>65.96</b>	<b>19,068</b>	<b>32.68</b>	<b>7</b>	<b>0.01</b>	<b>61</b>	<b>0.10</b>	<b>303</b>	<b>0.52</b>	<b>4</b>	<b>0.01</b>	<b>13</b>	<b>0.02</b>	<b>7</b>	<b>0.01</b>	<b>6</b>	<b>0.01</b>	<b>273</b>	<b>0.47</b>	<b>119</b>	<b>0.20</b>	<b>119</b>	<b>0.20</b>	<b>58,342</b>

# Represents the number of cases on the March 2014 Caseload Characteristics Report.

\* Other Section includes other non-English cases such as Japanese, Hindi, Arabic, etc.

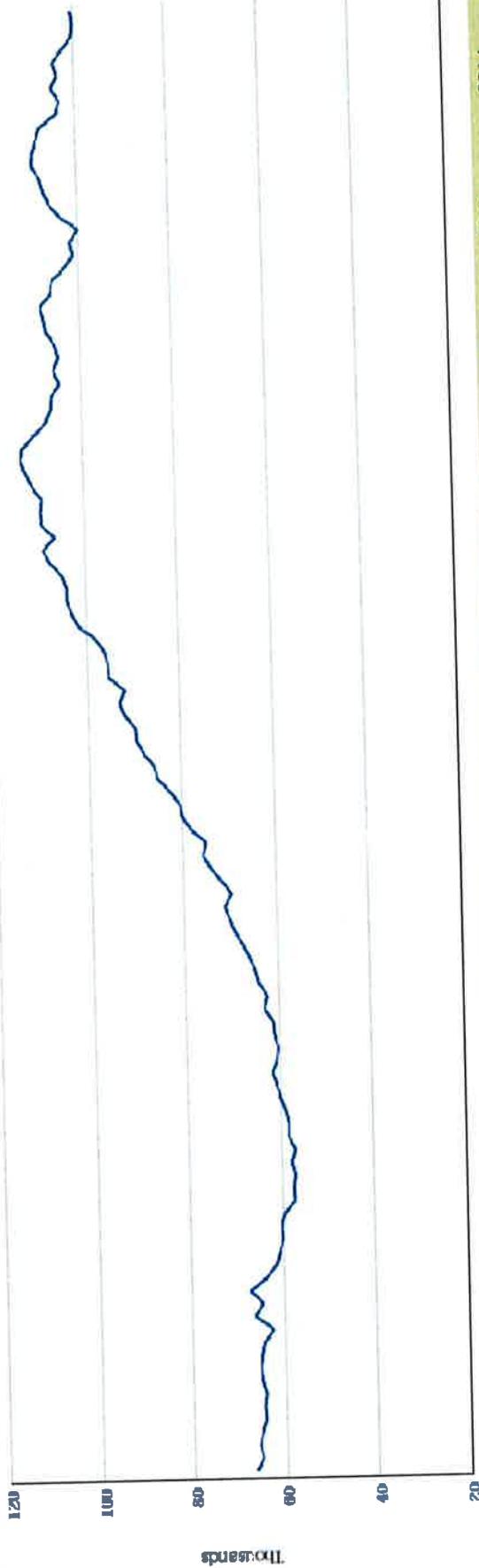
**PERSONS AIDED – General Relief and CalWORKs**

**PERSONS AIDED**

The case counts and trends in this Exhibit B, SOW Exhibits, Technical Exhibit 13 are actual results of the GR and CalWORKs from January 2005 through July 2014. The SSIAP caseload has historically risen and fallen with the general trend of the GR and CalWORKs caseload. The caseload is subject to change due to several factors (i.e. economic climate, regulatory environment, demographic changes, etc.). Past results are not necessarily a reliable predictor of future trends. COUNTY does not guarantee the number of referrals or hearings will continue to rise and fall with the general trend of the GR and CalWORKs caseloads as shown in the following graphs.

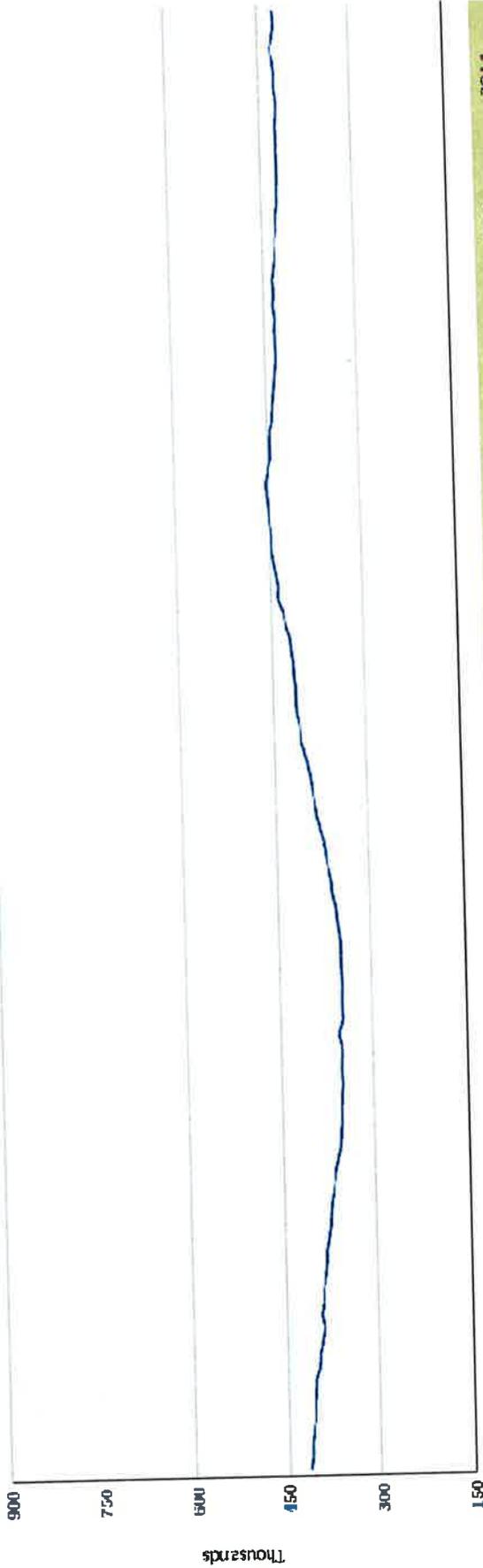
**Technical Exhibit 13(A) PERSONS AIDED – GENERAL RELIEF**  
**Technical Exhibit 13(B) PERSONS AIDED – CalWORKs**

Persons Aided - General Relief  
January 2005 to July 2014



	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
January	68,742	66,552	57,776	63,189	75,764	83,105	108,951	106,395	101,771	104,903
February	65,248	64,682	57,034	62,466	75,029	91,999	106,390	104,536	99,807	103,705
March	65,932	67,390	58,470	64,302	78,145	95,395	109,212	105,869	103,623	104,429
April	65,309	63,895	58,365	64,974	80,052	95,486	109,311	104,689	106,003	102,424
May	64,467	61,660	59,065	66,227	80,623	96,286	109,062	105,329	107,118	100,269
June	64,652	60,895	60,014	67,488	82,524	97,923	111,018	107,177	107,872	98,928
July	64,349	60,187	60,786	69,193	85,223	101,663	112,308	107,593	109,536	100,351
August	65,091	60,321	61,715	70,260	85,953	102,982	113,344	108,347	109,339	
September	65,397	59,680	60,678	71,387	88,079	104,067	112,898	106,145	108,494	
October	65,069	57,321	60,403	69,738	89,627	104,042	110,285	105,747	107,804	
November	64,484	57,487	61,178	71,942	89,813	104,969	107,656	103,006	104,070	
December	62,421	57,845	61,406	74,143	92,103	107,452	106,647	101,071	103,237	

**Persons Aided CalWORKs  
January 2005 to July 2014**



	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
January	414,741	393,222	361,495	350,311	370,631	413,178	445,949	436,846	427,728	422,896
February	411,996	389,308	357,170	349,868	373,398	412,969	445,154	434,536	426,054	422,749
March	411,982	388,639	355,533	349,622	378,222	414,952	447,920	433,157	425,255	424,066
April	409,394	384,883	354,031	350,448	382,959	415,809	449,363	431,619	422,302	428,680
May	406,720	382,422	353,662	350,578	385,883	418,101	451,770	432,124	422,304	423,974
June	405,630	381,675	353,094	350,570	389,509	419,613	453,164	432,684	421,889	421,206
July	403,975	378,299	351,664	352,835	392,490	426,282	449,303	431,612	421,707	422,817
August	403,067	375,389	352,660	355,100	395,902	429,910	444,096	434,150	422,294	
September	397,342	374,190	351,810	357,008	400,534	437,714	444,308	432,802	422,137	
October	396,161	372,159	352,014	361,378	406,371	436,323	443,415	434,071	422,511	
November	392,509	368,084	355,989	362,652	406,992	439,859	440,023	431,092	420,873	
December	388,447	365,841	349,574	367,163	411,842	443,245	438,715	428,294	420,513	

**GR AND CALWORKS SSI APPEAL REFERRAL AND HEARING RESULTS**

**General Relief SSI Appeal Referral and Hearing Results at Administrative Law Judge Level**

July 2013 To June 2014	Average Monthly Referrals	Total Referrals	Total Hearings Won	Total Hearings Lost	Average Monthly Hearings Won	Average Monthly Hearings Lost
<b>Region I</b> Civic Center 14 Metro East 15	26	308	95	48	8	4
<b>Region II</b> Rancho Park 60 Wilshire Special 10	23	281	61	61	5	5
<b>Region III</b> South Special 07	43	515	138	95	12	8
<b>Region IV</b> Metro Special 70	52	628	214	112	18	9
<b>Region V</b> Glendale 02 Pasadena 03	6	74	25	19	2	2
<b>Region VI</b> Pomona 36 San Gabriel Valley 20	20	239	54	35	5	3
<b>Region VII</b> Southwest Special 08 South Central 27	41	494	167	148	14	12
<b>Region VIII</b> Lancaster 34 San Fernando 32	32	384	96	63	8	5
<b>Total</b>	<b>244</b>	<b>2,923</b>	<b>850</b>	<b>581</b>	<b>71</b>	<b>48</b>

**CalWORKs SSI Appeal Referral and Hearing Results at Administrative Law Judge Level**

July 2013 To June 2014	Average Monthly Referrals	Total Referrals	Total Hearings Won	Total Hearings Lost	Average Monthly Hearings Won	Average Monthly Hearings Lost
<b>Region II</b> Rancho Park 60 Wilshire Special 10	3	30	13	11	1	1
<b>Region V</b> Glendale 02 Pasadena 03	4	44	14	11	1	1
<b>Region VI</b> Pomona 36 San Gabriel Valley 20	3	35	7	2	1	0
<b>Total</b>	<b>9</b>	<b>109</b>	<b>34</b>	<b>24</b>	<b>3</b>	<b>2</b>

The figures in Exhibit B, Statement of Work Exhibits, Technical Exhibit 14 are actual results from fiscal year 2013-14. The SSI Assistance caseload is subject to change due to several factors (i.e. economic climate, regulatory environment, demographic changes, etc.). Past results are not necessarily a reliable predictor of future trends. County does not guarantee the number of referrals or hearings will be more or less than the results indicated in Exhibit B, Statement of Work Exhibits, Technical Exhibit 14.

HEALTH ADVOCATES  
SSI APPEALS REPRESENTATION SERVICES BUDGET SHEET - YEAR 1

	1	2	3	4	5	6	7	8
	200	156	310	281	135	204	369	216
	Regions							
Average Annual Referrals	1,872							
<b>Payroll</b>								
Employee Classification	23.4							
FTE	21.87	21.87	21.87	21.87	21.87	21.87	21.87	21.87
Hourly Rate	9,473	7,398	14,668	13,287	6,411	9,682	17,489	10,246
Monthly Salary	\$ 9,472.80	\$ 7,397.51	\$ 14,667.89	\$ 13,286.66	\$ 6,411.41	\$ 9,682.39	\$ 17,488.78	\$ 10,245.88
<b>Total Salaries and Wages</b>	\$ 88,653.32							
<b>Employee Benefits</b>								
Medical Insurance	19.7	1.6	3.3	3.0	1.4	2.2	3.9	2.3
No. of Employees	297.25	297.25	297.25	297.25	297.25	297.25	297.25	297.25
Monthly Cost per FTE	\$ 626.98	\$ 489.62	\$ 970.83	\$ 879.41	\$ 424.35	\$ 640.85	\$ 1,157.53	\$ 678.15
Total Monthly Cost	\$ 18.72	\$ 14.62	\$ 28.99	\$ 26.26	\$ 12.67	\$ 19.14	\$ 34.57	\$ 20.25
Dental Insurance	18.0	1.5	3.0	2.7	1.3	2.0	3.5	2.1
No. of Employees	9.74	9.74	9.74	9.74	9.74	9.74	9.74	9.74
Monthly Cost per FTE	\$ 18.72	\$ 14.62	\$ 28.99	\$ 26.26	\$ 12.67	\$ 19.14	\$ 34.57	\$ 20.25
Total Monthly Cost	\$ 23.4	\$ 2.0	\$ 3.9	\$ 3.5	\$ 1.7	\$ 2.6	\$ 4.6	\$ 2.7
Life Insurance	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
No. of Employees	4.37	3.42	6.77	6.13	2.96	4.47	8.07	4.73
Monthly Cost per FTE	\$ 650.07	\$ 507.66	\$ 1,006.59	\$ 911.80	\$ 439.99	\$ 664.46	\$ 1,200.17	\$ 703.13
Total Monthly Cost	\$ 6,083.87							
<b>Payroll Taxes</b>								
FICA	\$ 5,496.51	\$ 458.65	\$ 909.41	\$ 823.77	\$ 397.51	\$ 600.31	\$ 1,084.30	\$ 635.24
Medicare	\$ 1,285.47	\$ 107.26	\$ 212.68	\$ 192.66	\$ 92.97	\$ 140.39	\$ 253.59	\$ 148.57
Futa / Sui / ETT	\$ 764.07	\$ 63.76	\$ 126.42	\$ 114.51	\$ 55.26	\$ 83.45	\$ 150.73	\$ 88.31
Workers Comp	\$ 1,423.10	\$ 118.75	\$ 235.46	\$ 213.28	\$ 102.92	\$ 155.43	\$ 280.74	\$ 164.47
Total	\$ 8,969.15	\$ 748.41	\$ 1,483.97	\$ 1,344.23	\$ 648.65	\$ 979.58	\$ 1,769.36	\$ 1,036.59
<b>Insurance/Misc. S &amp; S</b>								
Mileage	\$ 1,157.21	\$ 96.56	\$ 191.46	\$ 173.43	\$ 83.69	\$ 126.39	\$ 228.28	\$ 133.74
Supplies	\$ 7,997.53	\$ 617.27	\$ 1,223.94	\$ 1,108.68	\$ 534.99	\$ 807.93	\$ 1,459.32	\$ 854.95
Repairs and Maintenance	\$ 1,236.79	\$ 103.20	\$ 204.63	\$ 185.36	\$ 89.44	\$ 135.08	\$ 243.98	\$ 142.94
Office Equipment	\$ 1,710.95	\$ 142.77	\$ 283.08	\$ 256.42	\$ 123.74	\$ 186.86	\$ 337.52	\$ 197.74
Telephone/Utilities	\$ 2,400.63	\$ 200.32	\$ 397.19	\$ 359.79	\$ 173.61	\$ 262.19	\$ 473.58	\$ 277.45
Other	\$ 9,721.89	\$ 811.23	\$ 1,608.51	\$ 1,457.04	\$ 703.09	\$ 1,061.79	\$ 1,917.85	\$ 1,123.58
Total Insurance/Misc. S & S	\$ 23,625.00	\$ 1,971.34	\$ 3,908.81	\$ 3,540.73	\$ 1,708.56	\$ 2,580.24	\$ 4,660.54	\$ 2,730.40
<b>TOTAL DIRECT COSTS</b>	\$ 127,331.34	\$ 13,605.63	\$ 21,067.26	\$ 19,083.42	\$ 9,208.60	\$ 13,906.66	\$ 25,118.85	\$ 14,715.99
INDIRECT COST (List all appropriate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Accounting/Bookkeeping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Overhead (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INDIRECT COSTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL DIRECT AND INDIRECT COST	\$ 127,331.34	\$ 13,605.63	\$ 21,067.26	\$ 19,083.42	\$ 9,208.60	\$ 13,906.66	\$ 25,118.85	\$ 14,715.99
PROFIT (Please enter percentage:10%)	\$ 12,733.13	\$ 1,360.56	\$ 2,106.73	\$ 1,908.34	\$ 920.86	\$ 1,390.67	\$ 2,511.88	\$ 1,471.60
<b>TOTAL MONTHLY COSTS</b>	\$ 140,064.47	\$ 14,966.19	\$ 23,173.99	\$ 20,991.76	\$ 10,129.46	\$ 15,297.33	\$ 27,630.73	\$ 16,187.59
<b>TOTAL ANNUAL COSTS</b>	\$ 1,680,773.68	\$ 179,594.34	\$ 278,087.86	\$ 251,901.09	\$ 121,553.51	\$ 183,567.95	\$ 331,568.79	\$ 194,251.11

## EMPLOYEE BENEFITS

**Medical Insurance/Health Plan:**

	\$111.81 Kaiser Traditional \$76.25 Kaiser Deductable \$188.39 Healthnet SmartCare \$413.15 Healthnet HMO \$916.70 Healthnet PPO	\$409.06 Kaiser Traditional \$373.50 Kaiser Deductable \$485.64 Healthnet SmartCare \$710.40 Healthnet HMO \$1213.95 Healthnet PPO
Employer Pays \$ <u>297.25</u>	Employee Pays \$ _____	Total Mo. Premium \$ _____

<b>Annual Deductible</b> Employee     \$3000 Kaiser Traditional \$4000 Kaiser Deductable \$0 Healthnet SmartCare \$0 Healthnet HMO \$1000 Healthnet PPO	<b>Family</b> \$6000 Kaiser Traditional \$8000 Kaiser Deductable \$0 Healthnet SmartCare \$0 Healthnet HMO \$3000 Healthnet PPO
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**Coverage (✓)**

- Hospital Care (In Patient  Out Patient )
- X-Ray and Laboratory
- Surgery
- Office Visits
- Pharmacy
- Maternity
- Mental Health/Chemical Dependency, In Patient
- Mental Health/Chemical Dependency, Out Patient

**Dental Insurance:**

Employer Pays \$ 9.74 Employee Pays \$ 3.24HMO/\$45.57PPO Total Mo. Premium \$ 12.98HMO/55.31PPO

**Life Insurance:**

Employer Pays \$ 1.75 Employee Pays \$ 0 Total Mo. Premium \$ 1.75

**Vacation:**

Number of Days 10 and

Any increase after 4 years of employment, number of days or hours 15

**Sick**

**Leave:**

Number of Days 3 and

Any increase after 0 years of employment, number of days or hours 0

**Holidays:**

Number of Days 14 per year

**Retirement:**

Employer Pays \$ 0 Employee Pays \$ 0 Total Premium \$ 0



HEALTH ADVOCATES  
SSI APPEALS REPRESENTATION SERVICES BUDGET SHEET - YEAR 2

	Regions							
	1	2	3	4	5	6	7	8
Grand Total	1,872							
Average Annual Referrals	200	156	310	281	135	204	369	216
<b>Payroll</b>								
Employee Classification	23.4							
FTE	22.52	22.52	22.52	22.52	22.52	22.52	22.52	22.52
Hourly Rate	9,757	7,619	15,108	13,685	6,604	9,973	18,013	10,553
Monthly Salary	9,756.98	7,619.44	15,107.93	13,685.26	6,603.75	9,972.86	18,013.44	10,553.26
<b>Total Salaries and Wages</b>								
<b>Employee Benefits</b>								
Medical Insurance	19.7							
No. of Employees	297.25	297.25	297.25	297.25	297.25	297.25	297.25	297.25
Monthly Cost per FTE	626.98	489.62	970.83	879.41	424.35	640.85	1,157.53	678.15
Total Monthly Cost	18.72	14.62	28.99	26.26	12.67	19.14	34.57	20.25
Dental Insurance	18.0							
No. of Employees	9.74	9.74	9.74	9.74	9.74	9.74	9.74	9.74
Monthly Cost per FTE	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
Total Monthly Cost	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
Life Insurance	23.4							
No. of Employees	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
Monthly Cost per FTE	4.37	3.42	6.77	6.13	2.96	4.47	8.07	4.73
Total Monthly Cost	650.07	507.66	1,006.59	911.80	439.99	664.46	1,200.17	703.13
<b>Total Benefits</b>								
<b>Payroll Taxes</b>								
FICA	604.93	472.41	936.69	848.49	409.43	618.32	1,116.83	654.30
Medicare	141.48	110.48	219.06	198.44	95.75	144.61	261.19	153.02
FUTA / SUI / ETT	81.64	63.76	126.42	114.51	55.26	83.45	150.73	88.31
Workers Comp	156.57	122.27	242.43	219.60	105.97	160.03	289.05	169.34
<b>Total</b>	984.62	768.91	1,524.60	1,381.04	666.41	1,006.40	1,817.81	1,064.97
<b>Insurance/Misc. S. &amp; S</b>								
Mileage	1,622.54	135.39	268.45	243.17	117.34	177.21	320.08	187.52
Supplies	1,108.29	865.49	1,716.10	1,554.50	750.12	1,132.81	2,046.14	1,198.74
Repairs and Maintenance	185.29	144.70	286.91	259.90	125.41	189.39	342.09	200.42
Office Equipment	256.33	200.18	396.91	359.54	173.49	262.00	473.24	277.25
Telephone/Utilities	359.66	280.87	556.91	504.46	243.43	367.62	664.01	389.01
Other	1,456.53	1,137.43	2,255.32	2,042.94	985.81	1,488.75	2,689.05	1,575.39
<b>Total Insurance/Misc. S &amp; S</b>	3,539.48	2,764.05	5,480.61	4,964.51	2,395.60	3,617.79	6,534.62	3,828.34
<b>TOTAL DIRECT COSTS</b>	14,931.16	11,660.06	23,119.73	20,942.61	10,105.74	15,261.51	27,566.04	16,149.69
INDIRECT COST (List all appropriate)								
General Accounting/Bookkeeping								
Management Overhead (Specify)								
Other (Specify)								
<b>TOTAL INDIRECT COSTS</b>								
<b>TOTAL DIRECT AND INDIRECT COST</b>	14,931.16	11,660.06	23,119.73	20,942.61	10,105.74	15,261.51	27,566.04	16,149.69
PROFIT (Please enter percentage:10%)	1,493.12	1,166.01	2,311.97	2,094.26	1,010.57	1,526.15	2,756.60	1,614.97
<b>TOTAL MONTHLY COSTS</b>	16,424.27	12,826.06	25,431.71	23,036.87	11,116.32	16,787.67	30,322.65	17,764.66
<b>TOTAL ANNUAL COSTS</b>	197,091.26	153,912.76	305,180.48	276,442.47	133,395.82	201,452.00	363,871.78	213,175.96

## EMPLOYEE BENEFITS

**Medical Insurance/Health Plan:**

	\$111.81 Kaiser Traditional \$76.25 Kaiser Deductable \$188.39 Healthnet SmartCare \$413.15 Healthnet HMO \$916.70 Healthnet PPO	\$409.06 Kaiser Traditional \$373.50 Kaiser Deductable \$485.64 Healthnet SmartCare \$710.40 Healthnet HMO \$1213.95 Healthnet PPO
Employer Pays \$ <u>297.25</u>	Employee Pays \$ _____	Total Mo. Premium \$ _____

	\$3000 Kaiser Traditional \$4000 Kaiser Deductable \$0 Healthnet SmartCare \$0 Healthnet HMO \$1000 Healthnet PPO	\$6000 Kaiser Traditional \$8000 Kaiser Deductable \$0 Healthnet SmartCare \$0 Healthnet HMO \$3000 Healthnet PPO
Annual Deductible Employee	Family	

Coverage (✓)

- Hospital Care (In Patient  Out Patient )
- X-Ray and Laboratory
- Surgery
- Office Visits
- Pharmacy
- Maternity
- Mental Health/Chemical Dependency, In Patient
- Mental Health/Chemical Dependency, Out Patient

**Dental Insurance:**

Employer Pays \$ 9.74 Employee Pays \$ 3.24HMO/\$45.57PPO Total Mo. Premium \$ 12.98HMO/55.31PPO

**Life Insurance:**

Employer Pays \$ 1.75 Employee Pays \$ 0 Total Mo. Premium \$ 1.75

**Vacation:**

Number of Days 10 and

Any increase after 4 years of employment, number of days or hours 15

**Sick**

**Leave:**

Number of Days 3 and

Any increase after 0 years of employment, number of days or hours 0

**Holidays:**

Number of Days 14 per year

**Retirement:**

Employer Pays \$ 0 Employee Pays \$ 0 Total Premium \$ 0

Exhibit C

Health Advocates  
LA County DPSS (SSI Contract)  
Staffing Plan

EMPLOYEE NAME	POSITION TITLE	HOURLY RATE	DUTY HRS (L)	NON-DUTY HRS (L)	TOTAL HRS	FTE	Total Annual Comp - 40 Hr Basis (a)	Annual Comp - 40 Hr Basis (b)	Total Monthly Comp - 40 Hr Basis (c)	Employer Medical Insurance Contrib			Employer Dental Insurance Contrib			Life Insurance (d) x \$1.75	Workers Comp (d) x \$1.75	FICA (d) x 1.45%	Medicare - 1.55% (e) x \$7k	FUTA / SUI / ETT - 5.6% of \$7k (e) x \$7k
										Total Cost (\$297.25) (e)	FTE (f)	Cost per FTE (g) x (f)	Total Cost (\$97.4) (f)	FTE (g)	Cost per FTE (h) x (g)					
1 Confidential	Administrative Asst	\$17.18	10.0	30.0	40.0	0.25	\$87,911	\$9,478	\$3,159	\$297.25	0.25	\$74.31	\$0.00	\$0.00	\$0.44	\$1.95	\$48.97	\$11.45	\$8.17	
1 Confidential	Assistant Director	\$58.24	2.0	98.0	100.0	0.05	\$115,277	\$5,764	\$9,506	\$297.25	0.05	\$14.86	\$9.74	\$0.05	\$0.49	\$0.09	\$7.89	\$6.96	\$1.63	
1 Confidential	Attorney	\$28.84	3.2	98.8	100.0	0.08	\$69,640	\$1,909	\$9,303	\$297.25	0.08	\$8.92	\$9.74	\$0.03	\$0.29	\$0.05	\$5.61	\$9.86	\$1.31	\$0.98
1 Confidential	Attorney	\$50.32	2.8	97.2	100.0	0.07	\$66,886	\$4,668	\$5,557	\$297.25	0.07	\$10.81	\$9.74	\$0.07	\$0.68	\$0.12	\$6.38	\$24.12	\$5.64	\$1.29
1 Confidential	Attorney	\$38.55	10.0	90.0	100.0	0.25	\$85,023	\$11,356	\$7,085	\$297.25	0.25	\$17.41	\$9.74	\$0.25	\$1.44	\$0.44	\$29.05	\$109.82	\$25.68	\$8.17
1 Confidential	Attorney	\$45.67	24.0	16.0	40.0	0.60	\$100,779	\$60,467	\$8,599	\$297.25	0.60	\$178.35	\$9.74	\$0.60	\$3.84	\$1.05	\$81.64	\$112.41	\$70.06	\$19.60
1 Confidential	Attorney	\$32.48	4.0	96.0	100.0	0.10	\$75,673	\$4,976	\$5,973	\$297.25	0.10	\$9.74	\$9.74	\$0.10	\$0.97	\$0.18	\$9.03	\$8.66	\$3.27	\$19.60
1 Confidential	Attorney	\$33.97	24.0	16.0	40.0	0.60	\$74,487	\$44,698	\$6,208	\$297.25	0.60	\$178.35	\$9.74	\$0.60	\$3.84	\$1.05	\$61.47	\$33.38	\$54.35	\$19.60
1 Confidential	Attorney	\$38.76	24.0	16.0	40.0	0.60	\$89,515	\$57,115	\$7,460	\$297.25	0.60	\$178.35	\$9.74	\$0.60	\$3.84	\$1.05	\$61.09	\$30.94	\$54.01	\$19.60
1 Confidential	Attorney	\$30.97	24.0	16.0	40.0	0.60	\$71,255	\$44,553	\$6,188	\$297.25	0.60	\$178.35	\$9.74	\$0.60	\$3.84	\$1.05	\$78.41	\$277.58	\$64.91	\$19.60
1 Confidential	Attorney	\$33.69	16.0	24.0	40.0	0.60	\$73,356	\$28,854	\$6,011	\$297.25	0.60	\$178.35	\$9.74	\$0.60	\$3.84	\$1.05	\$60.89	\$30.19	\$53.83	\$19.60
1 Confidential	Attorney	\$49.54	24.0	16.0	40.0	0.60	\$109,252	\$69,551	\$9,104	\$297.25	0.60	\$178.35	\$9.74	\$0.60	\$3.84	\$1.05	\$89.43	\$149.08	\$94.87	\$19.60
1 Confidential	Benefits Admin.	\$33.81	6.0	94.0	100.0	0.15	\$52,541	\$4,877	\$4,781	\$297.25	0.15	\$44.59	\$9.74	\$0.15	\$1.46	\$0.26	\$40.72	\$9.31	\$9.31	\$4.90
1 Confidential	Billing Clerk	\$22.10	4.0	36.0	40.0	0.10	\$35,186	\$3,196	\$2,687	\$297.25	0.10	\$29.72	\$9.74	\$0.10	\$0.97	\$0.18	\$6.66	\$25.20	\$5.89	\$3.27
1 Confidential	Case Manager	\$15.95	30.0	10.0	40.0	0.75	\$36,644	\$25,735	\$4,064	\$297.25	0.75	\$222.54	\$9.74	\$0.75	\$5.84	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Case Manager	\$13.00	40.0	0.0	40.0	1.00	\$35,638	\$36,638	\$2,207	\$297.25	1.00	\$297.25	\$9.74	\$1.00	\$9.74	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Case Manager	\$16.15	40.0	0.0	40.0	1.00	\$39,544	\$39,544	\$3,295	\$297.25	1.00	\$297.25	\$9.74	\$1.00	\$9.74	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Case Manager	\$17.92	40.0	0.0	40.0	1.00	\$38,817	\$38,817	\$3,118	\$297.25	1.00	\$297.25	\$9.74	\$1.00	\$9.74	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Case Manager	\$13.00	40.0	0.0	40.0	0.75	\$30,587	\$28,687	\$2,391	\$297.25	0.75	\$222.54	\$9.74	\$0.75	\$5.84	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Case Manager	\$18.85	30.0	10.0	40.0	0.75	\$30,562	\$21,922	\$2,547	\$297.25	0.75	\$222.54	\$9.74	\$0.75	\$5.84	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Case Manager	\$13.42	40.0	0.0	40.0	1.00	\$29,614	\$29,614	\$2,488	\$297.25	1.00	\$297.25	\$9.74	\$1.00	\$9.74	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Case Manager	\$13.39	40.0	0.0	40.0	1.00	\$29,547	\$29,547	\$2,462	\$297.25	1.00	\$297.25	\$9.74	\$1.00	\$9.74	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Case Manager	\$15.00	40.0	0.0	40.0	1.00	\$33,100	\$33,100	\$3,758	\$297.25	1.00	\$297.25	\$9.74	\$1.00	\$9.74	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Case Manager	\$14.68	40.0	0.0	40.0	1.00	\$32,594	\$32,594	\$3,699	\$297.25	1.00	\$297.25	\$9.74	\$1.00	\$9.74	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Clerk	\$12.62	30.0	10.0	40.0	0.75	\$28,621	\$21,665	\$2,385	\$297.25	0.75	\$222.54	\$9.74	\$0.75	\$5.84	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Clerk	\$13.09	30.0	10.0	40.0	0.75	\$28,853	\$21,664	\$2,407	\$297.25	0.75	\$222.54	\$9.74	\$0.75	\$5.84	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Clerk	\$11.84	30.0	10.0	40.0	0.75	\$26,640	\$22,905	\$2,549	\$297.25	0.75	\$222.54	\$9.74	\$0.75	\$5.84	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Clerk	\$13.49	30.0	10.0	40.0	0.75	\$29,768	\$22,226	\$2,491	\$297.25	0.75	\$222.54	\$9.74	\$0.75	\$5.84	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Courier	\$14.87	0.8	99.2	100.0	0.02	\$51,710	\$634	\$2,662	\$297.25	0.02	\$5.95	\$9.74	\$0.02	\$0.19	\$0.04	\$0.87	\$3.28	\$0.77	\$0.69
2 Confidential	Courier	\$18.69	0.8	99.2	100.0	0.02	\$50,109	\$0	\$2,517	\$297.25	0.02	\$5.95	\$9.74	\$0.02	\$0.19	\$0.04	\$0.87	\$3.28	\$0.77	\$0.69
1 Confidential	Exec Assistant	\$28.50	2.0	98.0	100.0	0.05	\$61,890	\$3,145	\$5,241	\$297.25	0.05	\$14.86	\$9.74	\$0.05	\$0.49	\$0.09	\$4.30	\$16.25	\$5.80	\$4.90
2 Confidential	Field Representative	\$15.00	6.0	94.0	100.0	0.15	\$55,167	\$8,273	\$4,597	\$297.25	0.15	\$44.59	\$9.74	\$0.15	\$1.46	\$0.26	\$11.31	\$17.10	\$4.00	\$3.27
1 Confidential	HR Assistant	\$23.86	2.0	98.0	100.0	0.05	\$63,685	\$3,184	\$4,665	\$297.25	0.05	\$14.86	\$9.74	\$0.05	\$0.49	\$0.09	\$4.35	\$16.45	\$3.85	\$1.63
1 Confidential	HR Supervisor	\$40.86	4.0	96.0	100.0	0.10	\$90,165	\$9,016	\$7,514	\$297.25	0.10	\$19.73	\$9.74	\$0.10	\$0.97	\$0.18	\$13.32	\$46.59	\$10.89	\$3.27
1 Confidential	Manager	\$31.25	16.0	24.0	40.0	0.60	\$68,959	\$37,583	\$5,747	\$297.25	0.60	\$178.35	\$9.74	\$0.60	\$3.84	\$1.05	\$60.89	\$30.19	\$53.83	\$19.60
1 Confidential	Manager	\$38.16	4.0	96.0	100.0	0.10	\$84,107	\$0	\$7,017	\$297.25	0.10	\$19.73	\$9.74	\$0.10	\$0.97	\$0.18	\$13.32	\$46.59	\$10.89	\$3.27
1 Confidential	Project Coordinator	\$44.26	2.0	98.0	100.0	0.05	\$67,667	\$4,883	\$8,159	\$297.25	0.05	\$14.86	\$9.74	\$0.05	\$0.49	\$0.09	\$4.35	\$16.45	\$3.85	\$1.63
1 Confidential	Recruitment	\$16.00	4.0	96.0	100.0	0.10	\$48,503	\$4,850	\$4,042	\$297.25	0.10	\$19.73	\$9.74	\$0.10	\$0.97	\$0.18	\$13.32	\$46.59	\$10.89	\$3.27
1 Confidential	Recruiter	\$21.93	2.0	98.0	100.0	0.05	\$47,750	\$2,867	\$4,778	\$297.25	0.05	\$14.86	\$9.74	\$0.05	\$0.49	\$0.09	\$4.35	\$16.45	\$3.85	\$1.63
1 Confidential	Supervisor	\$21.98	40.0	0.0	40.0	1.00	\$33,166	\$3,317	\$2,764	\$297.25	1.00	\$297.25	\$9.74	\$1.00	\$9.74	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
1 Confidential	Supervisor	\$16.82	14.0	36.0	50.0	0.35	\$48,503	\$20,560	\$4,895	\$297.25	0.35	\$104.04	\$9.74	\$0.35	\$3.41	\$0.61	\$28.10	\$108.21	\$24.81	\$11.43
1 Confidential	Supervisor	\$21.98	8.0	32.0	40.0	0.30	\$48,503	\$9,701	\$4,042	\$297.25	0.30	\$104.04	\$9.74	\$0.30	\$3.41	\$0.61	\$28.10	\$108.21	\$24.81	\$11.43
1 Confidential	Supervisor	\$21.81	8.0	32.0	40.0	0.30	\$48,503	\$9,701	\$4,042	\$297.25	0.30	\$104.04	\$9.74	\$0.30	\$3.41	\$0.61	\$28.10	\$108.21	\$24.81	\$11.43
1 Confidential	Supervisor, Field Serv	\$41.06	2.0	98.0	100.0	0.05	\$90,506	\$4,506	\$7,548	\$297.25	0.05	\$14.86	\$9.74	\$0.05	\$0.49	\$0.09	\$4.35	\$16.45	\$3.85	\$1.63
1 Confidential	Unit Leader	\$15.82	40.0	0.0	40.0	1.00	\$30,496	\$30,496	\$2,541	\$297.25	1.00	\$297.25	\$9.74	\$1.00	\$9.74	\$1.75	\$48.10	\$81.85	\$42.88	\$25.90
			935.6	1,324.4	2,160.0	23.89	\$5,308,609	\$1,095,755	\$275,301	\$91,813										

Location 1 21540 Plummer St., Sherman Oaks, CA 91411  
Location 2 835 Wilshire Bl, Ste 618 Los Angeles, CA 90017

(1) Appointment based on review and determination by Avi Leibovich  
(2) Plus 3% annual increase factor and 3% bonus factor

HEALTH ADVOCATES  
SSI APPEALS REPRESENTATION SERVICES BUDGET SHEET - YEAR 3

	Regions							
	1	2	3	4	5	6	7	8
Grand Total	1,872	156	310	281	135	204	369	216
Average Annual Referrals	200	156	310	281	135	204	369	216
<b>Payroll</b>								
Employee Classification	23.4	2.0	3.9	3.5	1.7	2.6	4.6	2.7
FTE	23.20	23.20	23.20	23.20	23.20	23.20	23.20	23.20
Hourly Rate	\$ 10,050	\$ 7,848	\$ 15,561	\$ 14,096	\$ 6,802	\$ 10,272	\$ 18,554	\$ 10,870
Monthly Salary	\$ 10,049.69	\$ 7,848.02	\$ 15,561.17	\$ 14,095.82	\$ 6,801.86	\$ 10,272.05	\$ 18,553.84	\$ 10,869.85
<b>Total Salaries and Wages</b>								
Employee Benefits	19.7	1.6	3.3	3.0	1.4	2.2	3.9	2.3
Medical Insurance	297.25	297.25	297.25	297.25	297.25	297.25	297.25	297.25
No. of Employees	626.38	489.62	970.83	879.41	424.35	640.85	1,157.53	678.15
Monthly Cost per FTE	\$ 18.0	\$ 9.74	\$ 9.74	\$ 9.74	\$ 9.74	\$ 9.74	\$ 9.74	\$ 9.74
Total Monthly Cost	\$ 175.22	\$ 14.62	\$ 28.99	\$ 26.26	\$ 12.67	\$ 19.14	\$ 34.57	\$ 20.25
Dental Insurance	2.5	2.0	3.9	3.5	1.7	2.6	4.6	2.7
No. of Employees	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
Monthly Cost per FTE	\$ 4.37	\$ 3.42	\$ 6.77	\$ 6.13	\$ 2.96	\$ 4.47	\$ 8.07	\$ 4.73
Total Monthly Cost	\$ 6,083.87	\$ 507.66	\$ 1,006.59	\$ 911.80	\$ 439.99	\$ 664.46	\$ 1,200.17	\$ 703.13
Life Insurance	23.4	2.0	3.9	3.5	1.7	2.6	4.6	2.7
No. of Employees	1.75	1.75	1.75	1.75	1.75	1.75	1.75	1.75
Monthly Cost per FTE	\$ 4.37	\$ 3.42	\$ 6.77	\$ 6.13	\$ 2.96	\$ 4.47	\$ 8.07	\$ 4.73
Total Monthly Cost	\$ 6,083.87	\$ 507.66	\$ 1,006.59	\$ 911.80	\$ 439.99	\$ 664.46	\$ 1,200.17	\$ 703.13
<b>Total Benefits</b>								
Payroll Taxes	5,831.24	486.58	964.79	873.94	421.72	636.87	1,150.34	673.93
FICA	1,426.14	1,113.70	2,208.27	2,000.32	965.24	1,457.70	2,632.96	1,542.53
Medicare	298.44	186.20	369.20	334.43	161.38	243.71	440.20	257.89
Futa / Sui / ETT	81.64	63.76	126.42	114.51	55.26	83.45	150.73	88.31
Workers Comp	161.21	125.89	249.61	226.11	109.11	164.77	297.62	174.36
<b>Total</b>	\$ 1,011.65	\$ 790.02	\$ 1,566.46	\$ 1,418.95	\$ 684.71	\$ 1,034.03	\$ 1,867.72	\$ 1,094.21
Insurance/Misc. S & S	223.09	174.22	345.44	312.91	151.00	228.03	411.88	241.30
Mileage	1,426.14	1,113.70	2,208.27	2,000.32	965.24	1,457.70	2,632.96	1,542.53
Supplies	238.44	186.20	369.20	334.43	161.38	243.71	440.20	257.89
Repairs and Maintenance	329.85	257.58	510.74	462.65	223.25	337.15	608.97	356.77
Office Equipment	462.81	361.42	716.62	649.14	313.24	473.05	854.44	500.58
Telephone/Utilities	1,874.25	1,463.64	2,902.13	2,623.84	1,268.53	1,915.72	3,460.25	2,027.21
Other	4,554.57	3,556.76	7,052.40	6,388.30	3,082.64	4,655.35	8,408.70	4,926.28
<b>Total Insurance/Misc. S &amp; S</b>	\$ 16,265.99	\$ 12,702.46	\$ 25,186.62	\$ 22,814.87	\$ 11,009.19	\$ 16,625.89	\$ 30,030.43	\$ 17,593.47
<b>TOTAL DIRECT COSTS</b>								
INDIRECT COST (List all appropriate)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Accounting/Bookkeeping	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Management Overhead (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other (Specify)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL INDIRECT COSTS</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL DIRECT AND INDIRECT COST</b>	\$ 16,265.99	\$ 12,702.46	\$ 25,186.62	\$ 22,814.87	\$ 11,009.19	\$ 16,625.89	\$ 30,030.43	\$ 17,593.47
PROFIT (Please enter percentage:10%)	\$ 1,626.60	\$ 1,270.25	\$ 2,518.66	\$ 2,281.49	\$ 1,100.92	\$ 1,662.59	\$ 3,003.04	\$ 1,759.35
<b>TOTAL MONTHLY COSTS</b>	\$ 17,892.59	\$ 13,972.71	\$ 27,705.29	\$ 25,096.36	\$ 12,110.11	\$ 18,288.47	\$ 33,033.48	\$ 19,352.81
<b>TOTAL ANNUAL COSTS</b>	\$ 214,711.11	\$ 167,672.47	\$ 332,463.44	\$ 301,156.27	\$ 145,321.34	\$ 219,461.70	\$ 396,401.71	\$ 232,233.77

## EMPLOYEE BENEFITS

**Medical Insurance/Health Plan:**

	\$111.81 Kaiser Traditional \$76.25 Kaiser Deductable \$188.39 Healthnet SmartCare \$413.15 Healthnet HMO \$916.70 Healthnet PPO	\$409.06 Kaiser Traditional \$373.50 Kaiser Deductable \$485.64 Healthnet SmartCare \$710.40 Healthnet HMO \$1213.95 Healthnet PPO
Employer Pays \$ <u>297.25</u>	Employee Pays \$ _____	Total Mo. Premium \$ _____

Annual Deductible Employee     \$3000 Kaiser Traditional \$4000 Kaiser Deductable \$0 Healthnet SmartCare \$0 Healthnet HMO \$1000 Healthnet PPO	Family \$6000 Kaiser Traditional \$8000 Kaiser Deductable \$0 Healthnet SmartCare \$0 Healthnet HMO \$3000 Healthnet PPO
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Coverage (✓)

- Hospital Care (In Patient  Out Patient )
- X-Ray and Laboratory
- Surgery
- Office Visits
- Pharmacy
- Maternity
- Mental Health/Chemical Dependency, In Patient
- Mental Health/Chemical Dependency, Out Patient

**Dental Insurance:**

Employer Pays \$ 9.74 Employee Pays \$ 3.24HMO/\$45.57PPO Total Mo. Premium \$ 12.98HMO/55.31PPO

**Life Insurance:**

Employer Pays \$ 1.75 Employee Pays \$ 0 Total Mo. Premium \$ 1.75

**Vacation:**

Number of Days 10 and

Any increase after 4 years of employment, number of days or hours 15

**Sick**

**Leave:**

Number of Days 3 and

Any increase after 0 years of employment, number of days or hours 0

**Holidays:**

Number of Days 14 per year

**Retirement:**

Employer Pays \$ 0 Employee Pays \$ 0 Total Premium \$ 0

Health Advocates  
LA County DPSS (SSI Contract)  
Staffing Plan

EMPLOYEE NAME	POSITION TITLE	HOURLY RATE	ONTY HRS (1)	NON-CITY HRS (1)	TOTAL HRS	CNTY FTE'S	Total Annual Comp - 40 Hr Basis (2)	Annual Comp - 40 Hr Basis (2)	Total Monthly Comp - 40 Hr Basis (3)	Monthly Comp - Only FTE'S (4) = (3) x (4)	Employer Medical Insurance Contrib			Employer Dental Insurance Contrib			Life Insurance (a) x \$1.75	Workers Comp (9) x 1.64%	FICA (9) x 6.2%	Medicare 1.45% (10) x 1.45%	FUTA/SUI (10) x 5.7%	
											Total Cost (\$297.25) (6)	Cost per FTE (6) x (6)	Total Cost (\$9.74) (7)	Cost per FTE (7) x (7)	Total Cost (\$5.00) (8)	Cost per FTE (8) x (8)						
1 Confidential	Administrative Asst	\$17.18	10.0	30.0	40.0	0.25	\$35,048	\$9,762	\$3,154	\$8.13	\$297.25	0.25	\$74.31	\$5.00	\$0.44	\$13.34	\$50.44	\$0.44	\$13.34	\$11.80	\$8.17	
1 Confidential	Assistant Director	\$52.24	2.0	38.0	40.0	0.05	\$18,735	\$5,957	\$3,895	\$4.95	\$297.25	0.05	\$14.86	\$9.74	0.05	\$0.49	\$8.11	\$0.67	\$7.47	\$1.61	\$0.92	
1 Confidential	Attorney	\$88.84	1.2	38.8	40.0	0.05	\$65,350	\$1,968	\$5,462	\$4.64	\$297.25	0.05	\$8.92	\$9.74	0.03	\$0.19	\$0.05	\$1.16	\$2.48	\$0.39	\$0.39	
1 Confidential	Attorney	\$20.22	2.8	37.2	40.0	0.07	\$68,896	\$4,868	\$7,724	\$6.01	\$297.25	0.07	\$20.81	\$9.74	0.07	\$0.68	\$0.12	\$2.84	\$5.81	\$2.19	\$1.59	
1 Confidential	Attorney	\$38.53	10.0	30.0	40.0	0.25	\$12,893	\$2,898	\$1,834	\$1.83	\$297.25	0.25	\$74.31	\$9.74	0.25	\$2.44	\$0.44	\$13.12	\$26.45	\$8.17	\$5.76	
1 Confidential	Attorney	\$45.87	24.0	16.0	40.0	0.60	\$105,802	\$6,281	\$8,650	\$5,190	\$297.25	0.60	\$178.35	\$9.74	0.60	\$5.84	\$1.03	\$31.79	\$75.26	\$19.60	\$14.92	
1 Confidential	Attorney	\$32.48	4.0	36.0	40.0	0.10	\$75,823	\$7,882	\$6,152	\$6.15	\$297.25	0.10	\$29.72	\$9.74	0.10	\$0.97	\$0.18	\$10.99	\$38.14	\$9.92	\$5.27	
1 Confidential	Attorney	\$39.97	24.0	16.0	40.0	0.60	\$77,209	\$4,326	\$6,434	\$3,860	\$297.25	0.60	\$178.35	\$9.74	0.60	\$5.84	\$1.03	\$32.87	\$55.98	\$19.60	\$14.92	
1 Confidential	Attorney	\$33.76	24.0	16.0	40.0	0.60	\$76,793	\$4,039	\$6,564	\$3,897	\$297.25	0.60	\$178.35	\$9.74	0.60	\$5.84	\$1.03	\$32.87	\$55.98	\$19.60	\$14.92	
1 Confidential	Attorney	\$40.57	24.0	16.0	40.0	0.60	\$92,142	\$4,889	\$7,684	\$4,611	\$297.25	0.60	\$178.35	\$9.74	0.60	\$5.84	\$1.03	\$32.87	\$55.98	\$19.60	\$14.92	
1 Confidential	Attorney	\$33.65	24.0	16.0	40.0	0.60	\$76,182	\$4,588	\$7,374	\$3,824	\$297.25	0.60	\$178.35	\$9.74	0.60	\$5.84	\$1.03	\$32.87	\$55.98	\$19.60	\$14.92	
1 Confidential	Attorney	\$35.69	16.0	24.0	40.0	0.40	\$74,500	\$29,727	\$9,377	\$2,477	\$297.25	0.40	\$178.35	\$9.74	0.40	\$5.84	\$1.03	\$32.87	\$55.98	\$19.60	\$14.92	
1 Confidential	Attorney	\$49.51	2.0	38.0	40.0	0.05	\$114,530	\$6,718	\$9,377	\$5,826	\$297.25	0.05	\$178.35	\$9.74	0.05	\$1.48	\$0.26	\$11.09	\$41.94	\$9.81	\$4.90	
1 Confidential	Benefit Admin.	\$28.81	6.0	34.0	40.0	0.15	\$54,117	\$8,118	\$4,510	\$676	\$297.25	0.15	\$44.59	\$9.74	0.15	\$1.48	\$0.26	\$11.09	\$41.94	\$9.81	\$4.90	
1 Confidential	Billing Clerk	\$23.10	4.0	36.0	40.0	0.10	\$50,130	\$5,033	\$4,186	\$4.19	\$297.25	0.10	\$29.72	\$9.74	1.00	\$9.74	\$1.75	\$49.54	\$187.30	\$43.80	\$37.67	
1 Confidential	Case Manager	\$15.95	40.0	-	40.0	1.00	\$36,393	\$36,232	\$3,021	\$3,021	\$297.25	1.00	\$297.25	\$9.74	0.75	\$7.31	\$1.31	\$18.30	\$29.54	\$21.50	\$16.57	
1 Confidential	Case Manager	\$14.84	30.0	10.0	40.0	0.75	\$32,445	\$27,474	\$2,716	\$2,073	\$297.25	0.75	\$222.94	\$9.74	0.75	\$7.31	\$1.31	\$18.30	\$29.54	\$21.50	\$16.57	
1 Confidential	Case Manager	\$12.00	40.0	-	40.0	1.00	\$36,707	\$36,707	\$3,059	\$3,059	\$297.25	1.00	\$297.25	\$9.74	2.00	\$9.74	\$1.75	\$49.54	\$187.30	\$43.80	\$37.67	
1 Confidential	Case Manager	\$16.15	40.0	-	40.0	1.00	\$40,780	\$40,780	\$3,594	\$3,594	\$297.25	1.00	\$297.25	\$9.74	1.00	\$9.74	\$1.75	\$49.54	\$187.30	\$43.80	\$37.67	
1 Confidential	Case Manager	\$17.92	40.0	-	40.0	1.00	\$39,775	\$39,775	\$3,319	\$3,319	\$297.25	1.00	\$297.25	\$9.74	1.00	\$9.74	\$1.75	\$49.54	\$187.30	\$43.80	\$37.67	
1 Confidential	Case Manager	\$13.00	40.0	-	40.0	1.00	\$29,547	\$29,547	\$2,462	\$1,482	\$297.25	1.00	\$297.25	\$9.74	1.00	\$9.74	\$1.75	\$49.54	\$187.30	\$43.80	\$37.67	
1 Confidential	Case Manager	\$13.85	30.0	10.0	40.0	0.75	\$31,479	\$29,609	\$2,823	\$1,987	\$297.25	0.75	\$222.94	\$9.74	0.75	\$7.31	\$1.31	\$18.30	\$29.54	\$21.50	\$16.57	
1 Confidential	Case Manager	\$18.42	-	40.0	40.0	0.02	\$30,824	\$0	\$2,536	\$2,536	\$297.25	0.02	\$0.00	\$9.74	0.02	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1 Confidential	Case Manager	\$19.39	40.0	-	40.0	1.00	\$30,482	\$30,484	\$2,536	\$2,536	\$297.25	1.00	\$297.25	\$9.74	2.00	\$9.74	\$1.75	\$49.54	\$187.30	\$43.80	\$37.67	
1 Confidential	Case Manager	\$15.00	40.0	-	40.0	1.00	\$34,093	\$34,093	\$2,841	\$2,841	\$297.25	1.00	\$297.25	\$9.74	1.00	\$9.74	\$1.75	\$49.54	\$187.30	\$43.80	\$37.67	
1 Confidential	Case Manager	\$14.88	40.0	-	40.0	1.00	\$33,966	\$33,966	\$2,780	\$2,780	\$297.25	1.00	\$297.25	\$9.74	1.00	\$9.74	\$1.75	\$49.54	\$187.30	\$43.80	\$37.67	
1 Confidential	Clerk	\$12.97	30.0	10.0	40.0	0.75	\$29,479	\$22,109	\$1,457	\$1,842	\$297.25	0.75	\$222.94	\$9.74	0.75	\$7.31	\$1.31	\$18.30	\$29.54	\$21.50	\$16.57	
1 Confidential	Clerk	\$12.02	30.0	10.0	40.0	0.75	\$28,984	\$21,513	\$2,390	\$1,793	\$297.25	0.75	\$222.94	\$9.74	0.75	\$7.31	\$1.31	\$18.30	\$29.54	\$21.50	\$16.57	
1 Confidential	Clerk	\$13.09	30.0	10.0	40.0	0.75	\$29,752	\$23,314	\$2,621	\$1,968	\$297.25	0.75	\$222.94	\$9.74	0.75	\$7.31	\$1.31	\$18.30	\$29.54	\$21.50	\$16.57	
1 Confidential	Clerk	\$13.84	30.0	10.0	40.0	0.75	\$31,457	\$25,992	\$2,621	\$1,968	\$297.25	0.75	\$222.94	\$9.74	0.75	\$7.31	\$1.31	\$18.30	\$29.54	\$21.50	\$16.57	
1 Confidential	Clerk	\$13.48	30.0	10.0	40.0	0.75	\$30,661	\$25,996	\$2,555	\$1,916	\$297.25	0.75	\$222.94	\$9.74	0.75	\$7.31	\$1.31	\$18.30	\$29.54	\$21.50	\$16.57	
1 Confidential	Courier	\$14.87	0.8	39.2	40.0	0.02	\$32,661	\$653	\$232	\$54	\$297.25	0.02	\$5.95	\$9.74	0.02	\$0.19	\$0.04	\$0.89	\$3.37	\$0.79	\$0.85	
1 Confidential	Courier	\$13.69	-	40.0	40.0	0.02	\$31,146	\$653	\$232	\$54	\$297.25	0.02	\$5.95	\$9.74	0.02	\$0.19	\$0.04	\$0.89	\$3.37	\$0.79	\$0.85	
1 Confidential	CTO	\$76.25	0.8	39.2	40.0	0.02	\$173,927	\$3,266	\$4,442	\$289	\$297.25	0.02	\$5.95	\$9.74	0.02	\$0.19	\$0.04	\$0.89	\$3.37	\$0.79	\$0.85	
1 Confidential	Exec Assistant	\$28.00	2.0	38.0	40.0	0.05	\$64,777	\$5,239	\$5,988	\$2,701	\$297.25	0.05	\$44.59	\$9.74	0.15	\$1.46	\$0.26	\$11.65	\$44.04	\$10.30	\$4.90	
1 Confidential	Field Representative	\$25.00	6.0	34.0	40.0	0.15	\$56,822	\$8,823	\$4,735	\$7,101	\$297.25	0.15	\$29.72	\$9.74	0.05	\$0.49	\$0.18	\$4.66	\$17.61	\$4.11	\$3.37	
1 Confidential	HR Assistant	\$13.00	4.0	36.0	40.0	0.10	\$34,093	\$34,093	\$2,841	\$2,841	\$297.25	0.10	\$29.72	\$9.74	0.05	\$0.49	\$0.18	\$4.66	\$17.61	\$4.11	\$3.37	
1 Confidential	HR Supervisor	\$28.86	2.0	38.0	40.0	0.05	\$65,355	\$3,280	\$5,466	\$2,731	\$297.25	0.05	\$14.86	\$9.74	0.05	\$0.49	\$0.18	\$4.66	\$17.61	\$4.11	\$3.37	
1 Confidential	Manager	\$38.16	16.0	24.0	40.0	0.40	\$92,970	\$9,187	\$7,729	\$7,729	\$297.25	0.40	\$178.35	\$9.74	0.10	\$0.97	\$0.18	\$10.99	\$38.14	\$9.92	\$5.27	
1 Confidential	Manager	\$38.16	-	40.0	40.0	0.00	\$86,735	\$0	\$9,218	\$9,218	\$297.25	0.00	\$0.00	\$9.74	0.10	\$0.97	\$0.18	\$10.99	\$38.14	\$9.92	\$5.27	
1 Confidential	Project Coordinator	\$44.36	2.0	38.0	40.0	0.05	\$100,597	\$5,030	\$8,383	\$5,851	\$297.25	0.05	\$14.86	\$9.74	0.05	\$0.49	\$0.18	\$4.66	\$17.61	\$4.11	\$3.37	
1 Confidential	Programmer	\$15.90	4.0	36.0	40.0	0.10	\$34,093	\$34,093	\$2,841	\$2,841	\$297.25	0.10	\$29.72	\$9.74	0.05	\$0.49	\$0.18	\$4.66	\$17.61	\$4.11	\$3.37	
1 Confidential	Recruitment	\$13.00	2.0	38.0	40.0	0.05	\$49,162	\$4,916	\$4,077	\$3,025	\$297.25	0.05	\$14.86	\$9.74	0.05	\$0.49	\$0.18	\$4.66	\$17.61	\$4.11	\$3.37	
1 Confidential	Supervisor	\$11.88	40.0	-	40.0	1.00	\$49,958	\$49,958	\$4,163	\$4,163	\$297.25	1.00	\$297.25	\$9.74	0.05	\$0.49	\$0.18	\$4.66	\$17.61	\$4.11	\$3.37	
1 Confidential	Supervisor	\$26.62	14.0	26.0	40.0	0.35	\$60,504	\$21,176	\$5,042	\$1,763	\$297.25	0.35	\$105.04	\$9.74	0.35	\$3.41	\$0.61	\$28.94	\$109.41	\$31.59	\$11.42	
1 Confidential	Supervisor	\$21.98	8.0	32.0	40.0	0.20	\$49,958	\$9,992	\$1,153	\$853	\$297.25	0.20	\$59.45	\$9.74	0.20	\$1.93	\$0.35	\$14.17	\$51.57	\$11.53	\$6.53	
1 Confidential	Supervisor	\$21.98	8.0	32.0	40.0	0.20	\$49,958	\$9,992	\$1,153	\$853	\$297.25	0.20	\$59.45	\$9.74	0.20	\$1.93	\$0.35	\$14.17	\$51.57	\$11.53	\$6.53	
1 Confidential	Supervisor	\$21.98	8.0	32.0	40.0	0.20	\$49,958	\$9,992	\$1,153	\$853	\$297.25	0.20	\$59.45	\$9.74	0.20	\$1.93	\$0.35	\$14.17	\$51.57	\$11.53	\$6.53	
1 Confidential	Supervisor	\$21.98	8.0	32.0	40.0	0.20	\$49,958	\$9,992	\$1,153	\$853	\$297.25	0.20	\$59.45	\$9.74	0.20	\$1.93	\$0.35	\$14.17	\$51.57	\$11.53	\$6.53	
1 Confidential	Supervisor	\$21.98	8.0	32.0	40.0	0.20	\$49,958	\$9,992	\$1,153	\$853	\$297.25	0.20	\$59.45	\$9.74	0.20	\$1.93	\$0.35	\$14.17	\$51.57	\$11.53	\$6.53	
1 Confidential	Unit Leader	\$13.81	40.0	-	40.0	1.00	\$31,441	\$31,441	\$2,618	\$2,618	\$297.25	1.00										

**CONTRACTOR'S PROPOSED INVOICE FORM**

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

CONTRACT NUMBER: \_\_\_\_\_

SSI APPEALS PROGRAM SUMMARY INVOICE FOR THE MONTH OF \_\_\_\_\_

	NUMBER OF APPLICATIONS	RATE	COST	MEDICAL RECORD RETRIEVAL COST
GENERAL RELIEF				
CALWORKS				
TOTAL				

Total due to Contractor: \$ \_\_\_\_\_

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

\_\_\_\_\_  
Contractor's Authorized Name/Signature

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

\_\_\_\_\_  
CCA's Signature



**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY CONTRACT DIRECTOR:**Name: Alfred BecerraTitle: DirectorAddress: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746Telephone: (562) 908-4451 Facsimile: (562) 908-0590E-Mail Address: AlfredBecerra@dpss.lacounty.gov**SUPERVISING COUNTY CONTRACT ADMINISTRATOR:**Name: Pamela BlantonTitle: ASM IIAddress: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746Telephone: (562) 908-3546 Facsimile: (562) 908-0590E-Mail Address: PamelaBlanton@dpss.lacounty.gov**COUNTY CONTRACT ADMINISTRATOR (MONITORING):**Name: Leida UntoriaTitle: ASM IAddress: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746Telephone: (562) 908-3051 Facsimile: (562) 908-0590E-Mail Address: LeidaUntoria@dpss.lacounty.gov**COUNTY CONTRACT ADMINISTRATOR (INVOICING):**Name: MyHanh DuongTitle: ASM IAddress: 12900 Crossroads Parkway South, 2nd Floor, City of Industry, CA 91746Telephone: (562) 908-3562 Facsimile: (562) 908-0590E-Mail Address: MyhanhDuong@dpss.lacounty.gov**COUNTY CONTRACT PROGRAM MANAGER**Name: Shawn AmielTitle: HSA IAddress: 12820 Crossorads Parkway South, City of Industry, Ca 91746Telephone: (562) 908-6857 Facsimile: \_\_\_\_\_E-Mail Address: ShawnAmiel@dpss.lacounty.gov

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** Health Advocates, LLC**CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S CONTRACT MANAGER:**Name: Al LeibovicTitle: PresidentAddress: 21540 Plummer Street, Suite B, Chatsworth, CA 91311Telephone: (818) 995-9500 Facsimile: (818) 995-9599E-Mail Address: Al@healthadvocates.com**ALTERNATE CONTRACTOR'S CONTRACT MANAGER:**Name: Steve LevineTitle: COOAddress: 21540 Plummer Street, Suite B, Chatsworth, CA 91311Telephone: (818) 995-9500 Facsimile: (818) 995-9599E-Mail Address: SteveL@healthadvocates.com**CONTRACTOR'S AUTHORIZED OFFICIAL(S):**Name: Avi LeibovicTitle: Director, Federal Benefits Department/AttorneyAddress: 21540 Plummer Street, Suite B, Chatsworth, CA 91131Telephone: (818) 995-9500 Facsimile: (818) 995-9599E-Mail Address: AviL@LeibovicLawGroup.com**Notices to Contractor shall be sent to the following:**Name: Contract AdministratorTitle: Contract AdministratorAddress: 21540 Plummer Street, Suite B, Chatsworth, CA 91311Telephone: (818) 995-9500 Facsimile: (818) 995-9599E-Mail Address: SteveL@healthadvocates.com



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

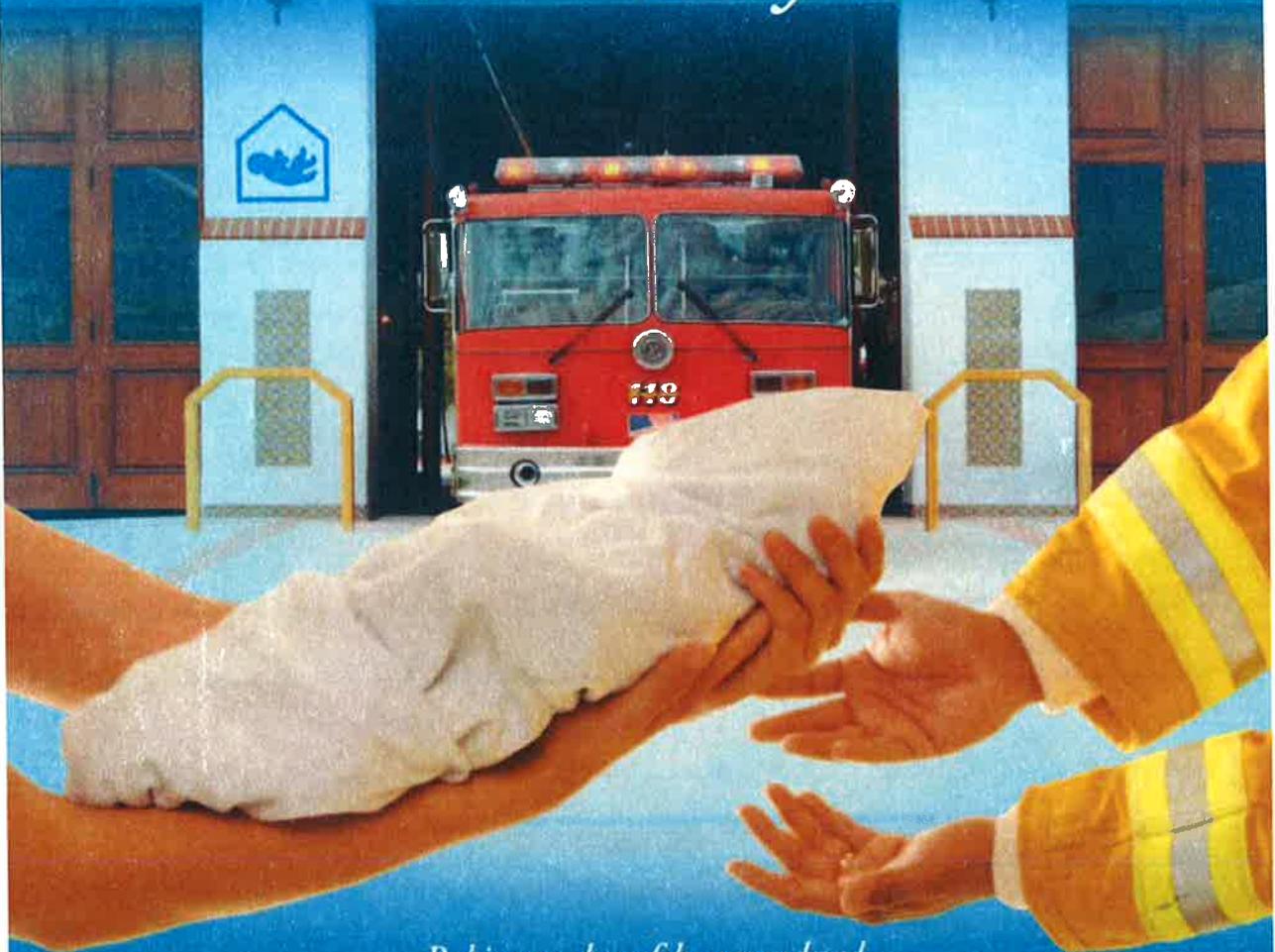
**"Dominant in its field of operation"** means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

**2.203.090. Severability.**

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

# *Safely* Surrendered *Baby Law*



*Babies can be safely surrendered  
to staff at any hospital or fire station in Los Angeles County*

**No shame. No blame. No names.**

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

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



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

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

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

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## 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 Angeles*

**Sin pena. Sin culpa. Sin nombres.**

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

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



En el Condado de Los Angeles: 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 u otras personas con custodia legal, es decir 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 ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*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, infórmelo 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 Angeles. 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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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 Angeles 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 brazaletes 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.



INTENTIONALLY OMITTED

## CHARITABLE CONTRIBUTIONS CERTIFICATION

Health Advocates, LLC

Company Name

21540 Plummer Street, Suite B, Chatsworth, CA 91311

Address

68-0587145

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Al Leibovic, President

Name and Title of Signer (please print)

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME Health Advocates, LLC Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract 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 contract.

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 contract. 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 contract 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 contract. 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: 07/13/2015

PRINTED NAME: Al Leibovic

POSITION: President

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: Contractor shall ensure that this certification is executed and kept on file at site and must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee \_\_\_\_\_ Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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 contract. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

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

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

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

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

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: Contractor shall ensure that this certification is executed and kept on file at site and must be provided to the County upon request. Work by the employee cannot begin on the Contract until this document is executed.)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I 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 contract. I understand and agree that I do not have and 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.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I 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. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I 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 or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

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

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

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

- 2.206.010 Findings and declarations.**
- 2.206.020 Definitions.**
- 2.206.030 Applicability.**
- 2.206.040 Required solicitation and contract language.**
- 2.206.050 Administration and compliance certification.**
- 2.206.060 Exclusions/Exemptions.**
- 2.206.070 Enforcement and remedies.**
- 2.206.080 Severability.**

**2.206.010 Findings and declarations.**

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

**2.206.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

**2.206.030 Applicability.**

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

**2.206.040 Required solicitation and contract language.**

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

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

**2.206.050 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.060 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

3. A purchase made through a state or federal contract;
  4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  7. Program agreements that utilize Board of Supervisors' discretionary funds;
  8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;
  9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

### **2.206.070 Enforcement and remedies.**

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

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Exhibit N

Page 4 of 4

- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For Contractor's violation of any provision of this chapter, the County department head responsible for administering the contract may do one or more of the following:
1. Recommend to the Board of Supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 Severability.**

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

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

Company Name: Health Advocates, LLC		
Company Address: 21540 Plummer Street, Suite B		
City: Chatsworth	State: CA	Zip Code: 91311
Telephone Number (818) 995-9500	Email address: Al@healthadvocates.com	
Solicitation/Contract For _____ Services:		

The Proposer/Bidder/Contractor certifies that:

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

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

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

**- OR -**

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

\_\_\_\_\_

\_\_\_\_\_

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

Print Name: Al Leibovic	Title: President
Signature: 	Date: 07/13/2015

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

## IRS NOTICE 1015

Latest version is available from IRS website at  
<http://www.irs.gov/pub/irs-pdf/n1015.pdf>



Department of the Treasury  
Internal Revenue Service

### Notice 1015

(Rev. December 2014)

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

##### What is the EIC?

The EIC is a refundable tax credit for certain workers.

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

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

**Note.** You are encouraged to notify each employee whose wages for 2014 are less than \$52,427 that he or she may be eligible for the EIC.

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

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must

notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2015.

You must hand the notice directly to the employee or send it by first-class mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from IRS.gov or by calling 1-800-829-3676.

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

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

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

Eligible employees claim the EIC on their 2014 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2014 and owes no tax but is eligible for a credit of \$800, he or she must file a 2014 tax return to get the \$800 refund.

Notice 1015 (Rev. 12-2014)  
Cat. No. 205994

## CERTIFICATION OF NO CONFLICT OF INTEREST

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

### CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
  - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
  - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

Al Leibovic  
\_\_\_\_\_  
Proposer Name

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

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

Cert. of No Conflict of Interest

## FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

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

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

A handwritten signature in black ink, appearing to be "Al Lu", written over a horizontal line.

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

07/13/2015

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED  
COVERED TRANSACTIONS (45 C.F.R. PART 76)**

Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary  
Exclusion -- Lower Tier Covered Transactions (45 C.F.R. Part 76)

1. This certification is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. Proposer shall provide immediate written notice to the person to whom this proposal is submitted if at any time Proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "Participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this certification, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
4. Proposer agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
5. Proposer further agrees by submitting this proposal that it will include the provision entitled Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion --Lower Tier Covered Transaction (45 C.F.R. Part 76)," as set forth in the text of the Sample Agreement attached to the Request for Proposals, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. Proposer acknowledges that a Participant in a covered transaction may rely upon a certification of a prospective Participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous.

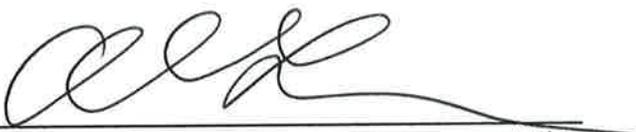
Proposer acknowledges that a Participant may decide the methods and frequency by which it determines the eligibility of its principals. Proposer acknowledges that each Participant may, but is not required to; check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the required certification. The knowledge and information of a Participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Expert for transactions authorized under paragraph 4 of these instructions, if a Participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
9. Where Proposer and/or its subcontractor/Subcontractor(s) is or are unable to certify to any of the statements in this Certification, Proposer shall attach a written explanation to its proposal in lieu of submitting this Certification. Proposer's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or subcontractor/Subcontractor who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. The written explanation shall provide that person's or those persons' job description(s) and function(s) as they relate to the agreement which is being solicited by this Request for Proposals.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered transactions (45 C.F.R. Part 76)

Proposer hereby certifies that neither it nor any of its owners, officers, partners, directors, other principals or subcontractor/Subcontractors is currently debarred, suspended, proposed for debarment, declared ineligible or excluded from securing federally funded contracts by any federal department or agency.

07/13/2015  
Dated

  
Signature of Authorized Representative

President  
Title of Authorized Representative

Al Leibovic  
Printed Name of Authorized Representative

**Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM**

**Chapter 2.201 LIVING WAGE PROGRAM**

- 2.201.010 Findings.
- 2.201.020 Definitions.
- 2.201.030 Prospective effect.
- 2.201.040 Payment of living wage.
- 2.201.050 Other provisions.
- 2.201.060 Employer retaliation prohibited.
- 2.201.070 Employee retention rights.
- 2.201.080 Enforcement and remedies.
- 2.201.090 Exceptions.
- 2.201.100 Severability.

**2.201.010 Findings.**

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

**2.201.020 Definitions.**

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

- A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.
- B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.
- C. "Employer" means:
  - 1. An individual or entity who has a contract with the county:
    - a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or

**Title 2 ADMINISTRATION**  
**Chapter 2.201 LIVING WAGE PROGRAM**

- b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
  - c. Who has received or will receive an aggregate sum of \$25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.
- D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.
  - E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.030 Prospective effect.**

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.\* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

\* Editor's note: Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

**2.201.040 Payment of living wage.**

- A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be \$9.64 per hour with health benefits, or \$11.84 per hour without health benefits.
- B. To qualify for the living wage rate with health benefits, an employer shall pay at least \$2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section.

**Title 2 ADMINISTRATION**  
**Chapter 2.201 LIVING WAGE PROGRAM**

- C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.050 Other provisions.**

- A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.
- B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.
- C. Administration. The Chief Executive Officer and the internal services department shall be responsible for the administration of this chapter. The Chief Executive Officer and the internal services department may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The Chief Executive Officer in conjunction with the internal services department 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.
- D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the Chief Executive Officer in conjunction with the Internal Services Department. The Internal Services Department in conjunction with the Chief Executive Officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

**Title 2 ADMINISTRATION**  
**Chapter 2.201 LIVING WAGE PROGRAM**

- E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 2011-0066 § 3, 2011: Ord. 99-0048 § 1 (part), 1999.)

**2.201.060 Employer retaliation prohibited.**

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

**2.201.070 Employee retention rights.**

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;
2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or
2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

**Title 2 ADMINISTRATION  
Chapter 2.201 LIVING WAGE PROGRAM**

**2.201.080 Enforcement and remedies.**

For violation of any of the provisions of this chapter:

- A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.
- B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:
  - 1. Assess liquidated damages as provided in the contract; and/or
  - 2. Recommend to the board of supervisors the termination of the contract; and/or
  - 3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007; Ord. 99-0048 § 1 (part), 1999.)

**2.201.090 Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.
- B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.
- D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:
  - 1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and
  - 2. Has 20 or fewer employees during the contract period, including full time and part time employees; and
  - 3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$1,000,000.00; or
  - 4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed \$2,500,000.00.

**Title 2 ADMINISTRATION**  
**Chapter 2.201 LIVING WAGE PROGRAM**

“Dominant in its field of operation” means having more than 20 employees, including full time and part time employees, and more than \$1,000,000.00 in annual gross revenues or \$2,500,000.00 in annual gross revenues if a technical or professional service.

“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. 99-0055 § 1, 1999; Ord. 99-0048 § 1 (part), 1999.)

**2.201.100 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. 99-0048 § 1 (part), 1999.)

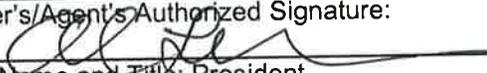




## LIVING WAGE PROGRAM LABOR/PAYROLL/DEBARMENT HISTORY ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

**If applicable, Firm must complete and submit a separate form (make photocopies of form) for each instance of any of the following (check the applicable box below):**

- An alleged claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation for an incident occurring within the past three (3) years of the date of the proposal.
- A determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Labor/Payroll Violation.
- A debarment by a public entity listed below within the past ten (10) years.

Print Name of Firm: Health Advocates, LLC	Print Name of Owner: Al Leibovic
Print Address of Firm: 21540 Plummer Street, Suite B	Owner's/Agent's Authorized Signature: 
City, State, Zip Code: Chatsworth, CA 9131	Print Name and Title: President

<b>Public Entity Name:</b>		Date of Incident:
<b>Case Number/Date Claim Opened:</b>	Case Number: N/A	Date Claim Opened:
<b>Name and Address of Claimant:</b>	Name: N/A	
	Street Address:	
	City, State, Zip:	
<b>Description of Work: (e.g., janitor)</b>		
<b>Description of Allegation and/or Violation:</b>		
<b>Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)</b>		

Additional Pages are attached for a total of \_\_\_\_\_ pages.

**DEPARTMENT OF PUBLIC SOCIAL SERVICES -  
SUPPLEMENTAL SECURITY INCOME APPEALS REPRESENTATION SERVICES**

**COMPARISON OF COUNTY'S ESTIMATED AVOIDABLE COST TO  
CONTRACTING COSTS**

September 1, 2015 through August 31, 2018

**COUNTY COSTS**

**DIRECT COSTS**

Salaries	\$5,106,000
Employee Benefits (EBs)	\$2,649,000
Overtime Cost	\$0
Total Salaries and EBs	<u>\$7,755,000</u>
Intrepreter Cost	\$159,975
 Services & Supplies	 \$805,621
 Total Estimated Avoidable Cost	 <u><u>\$8,720,596</u></u>

**CONTRACTING COSTS**

**DIRECT COST**

Contract Costs	\$5,546,250
 Incremental Costs	
Contract Monitoring/Reviewing	<u>\$0</u>
 Total Contracting Costs (Direct plus Incremental)	 <u><u>\$5,546,250</u></u>

Savings from Contracting (Avoidable Cost less Total Contracting Costs)	<b>\$3,174,346</b>
Percent of Savings	<b>36.4%</b>

\* Contract Monitoring costs are listed as \$0 because the Department will incur the same costs whether County Counsel or the Contractor perform these services.