COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES

REQUEST FOR PROPOSALS

FOR

SUPPLEMENTAL SECURITY INCOME APPEALS REPRESENTATION SERVICES

RFP CMD #15-01

FEBRUARY 26, 2015

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Available on the Internet at:

http://doingbusiness.lacounty.gov/

"To Enrich Lives Through Effective and Caring Services"

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B **Statement of Work Exhibits:** Includes Exhibits to the Statement of Work.

C **Sample Contract:** Identifies the terms and conditions in the Contract.

D **Required Forms:** Forms that must be completed and included in the proposal.

E **Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.

F **County of Los Angeles Policy on Doing Business With Small Business:** County Policy

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1.0 INTRODUCTION

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 the County of Los Angeles who receive General Relief (GR), and California Work Opportunities and Responsibility to Kids (CalWORKs) benefits (Participants). At times, these applications are denied by the Social Security Administration (SSA), but may be appealed. DPSS assists all GR and CalWORKs Participants denied SSI to appeal 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.

DPSS has contracted for the provision of legal representation services at the hearing level since 1991. Participants are represented before the SSA to obtain SSI benefits approval. The County believes that attorneys would better provide these services due to the complexity of SSI law. SSI Appeals Representation Services (SSIARS) have proven to be fiscally sound and operationally feasible to the County and ultimately improved the well-being of children and families.

The County is issuing this Request for Proposals (RFP) to solicit proposals from qualified providers/agencies (Proposers) for the provision of SSIARS to participants at the hearing level to mentally and/or physically disabled GR or CalWORKs participants.

This RFP describes the specific services, minimum proposal requirements, proposal instructions, and proposal evaluation methodology required by the County. Proposers are encouraged to read this RFP carefully and follow all instructions when submitting their proposals to ensure proper consideration is given to the submitted proposals.

The County is divided into eight geographic regions. Refer to Appendix B, Statement of Work Exhibits, Exhibit B-5, SSI Appeals Contract Regions. Interested Proposers may submit proposals for one region, multiple regions or all eight regions. A maximum of one contract will be awarded for services in each region. Contracts may be awarded to the same Proposer to serve one region, multiple regions, or all eight regions. This RFP may result in only one Proposer servicing all eight regions, or up to eight Proposers, each serving one region.

Bid price must be firm and fixed for each SSI approval won (per win price) during the term of the three (3) year contract. There will be no cost-of-living adjustments during the term of the contract.

Cases will be referred to the Contractor for the three (3) year term of the contract. All cases referred will remain with, and are the responsibility of, the Contractor until the SSI hearing determination is complete. If the SSI hearing for a County referred Participant results in an award of SSI during and after the term of the

contract, then the Contractor will be paid the fixed fee effective during the period the Participant was referred by County to the Contractor.

Example of Payment Structure:

Mr. Jones, a GR Participant is referred to Win4you, a Law Firm that contracts with the County, through the agreed upon process and by authorized County staff. The Law Firm files for an SSI hearing for Mr. Jones during the last month of the Firm's Contract with County.

The following month, Appeals-R-Us, the Law Firm that submitted the highest scoring proposal upon the expiration of Win4you's Contract, takes over the new Contract. Mr. Jones has a hearing ten (10) months later, represented by Wind4you, and wins an SSI award. In this case, the fixed fee agreed upon under the terms of Win4you's earlier Contract with the County would be paid by the County.

If the Win4yu fixed rate was $500 and the Appeals-R-Us rate is $350, Win4you will still be paid $500 for winning Mr. Jones' case, because that was the agreed upon rate with Wind4you.

The above example applies even if Mr. Jones is denied at the hearing, and Win4you pursues the matter through the courts, eventually winning the case four (4) years later. Win4you will then be paid $500.

Of course, if Mr. Jones, prior to his hearing, transferred his choice of hearing Representative to Appeals-R-Us, then the County will only pay Appeals-R-Us $350. If Mr. Jones changes representation prior to an SSI win, Win4you will not be paid anything and may not file a lien against Mr. Jones' retroactive SSI check from SSA.

County does not encourage participants to change attorneys during the SSI Appeals process regardless of differences in fee amounts between past and present Hearing Representatives.

Proposers shall be able to provide services to GR, and CalWORKs Participants in the ten threshold languages: Armenian, Cambodian, Chinese (Cantonese and Mandarin), English, Farsi, Korean, Russian, Spanish, Tagalog, and Vietnamese. Proposer shall provide either staff or interpreters who effectively speak the ten threshold languages to provide services competently as any English speaking Participant.

Referrals may also be made for monolingual Participants who do not speak the ten threshold languages, including sign language. The Proposer shall use objective assessment to ensure the Proposer's employees or subcontractor's employees are qualified to provide services in the Participant's primary language. The Proposer shall be responsible for the cost of translation.

The County will, after completing the evaluation of all proposals submitted, select one or more winning proposals. The decision will be based on a number of factors, including cost effectiveness and the realistic expectation of enhanced services to the Participants served under this Contract.

Award of a contract will be made pursuant to 1) competitive negotiation under Los Angeles County Code, Chapter 2.121.330, and 2) a recommendation to the Board of Supervisors for award of the contract. The Los Angeles County Code may be accessed on the Internet at: http://ordlink.com/codes/lacounty/index.htm.

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

DPSS specialized staff provides advocacy services to help physically and/or mentally disabled GR and CalWORKs Participants apply for SSI benefits, obtain early SSI approval, and become self-sufficient. If approved, SSI recipients are eligible for monthly cash assistance of up to $889.40 or up to $932.40 if legally blind (as of January 1, 2015). SSI recipients are also entitled to Medi-Cal health care coverage.

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.

     As part of a SSA pilot program to improve efficiency, SSI applications submitted at a SSA Prototype office, do not go through the Request for Reconsideration step (Stage 2). If the State Disability Analyst (SD Analyst) is considering denying the application, the SD Analyst and the Participant have an informal conference. Upon denial, the application may move directly to Formal Hearing before Administrative Law Judge (Stage 4).

- Stage 2 - Request for Reconsideration

  If the Participant's application is denied (Stage 1a), then the DPSS SSIMAP Advocate assists the Participant appeal at the Request for

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 provide licensed attorney(s) to 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.

2.0 PURPOSE/AGREEMENT FOR SUPPLEMENTAL SECURITY INCOME APPEALS REPRESENTATION SERVICES

2.1 Statement of Work

Contractor shall be expected to implement the Statement of Work (SOW) that is contained in Appendix A, of this RFP. The SOW is subject to

revisions modifications and/or deletions based on changes in federal, State, or County policy regulations and requirements.

GR and CalWORKs participants who have been denied SSI benefits have the right to appeal their case before an ALJ by presenting evidence and witnesses. The Proposer(s) shall provide SSIARS for mentally and/or physically disabled GR and CalWORKs participants in formal hearings held by a SSA Administrative Law Judge (ALJ). SSIARS assists GR and CalWORKs participants to transition from lower benefits received under GR ($221) or CalWORKs ($333 for an individual grant) to the higher SSI benefit of up to $889.40, or $932.40 if legally blind (as of January 1, 2015), once SSI is awarded.

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 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 shall provide Appeals Hearing Representative(s), who must be licensed attorney(s) and will abide by the standards of conduct in accordance with published SSA guidelines:

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 Appendix B, SOW Exhibits, Exhibit B-5, SSI Appeals – Contract Regions. Also included are the District Offices and the Program from where referrals will be made to the Contractor.

CHANGES IN PROGRAM REQUIREMENTS/REGULATIONS

Procedures stated in this RFP are subject to change based on changes in the GR, CalWORKs, and SSI program requirements and regulations. Written notification will be provided if there is any such change that affects the Proposers. The Proposer shall comply with changes in program requirements and regulations.

The resultant contract is contingent upon the availability of State and/or federal funds and approval by the Board of Supervisors.

2.2 Sample Agreement: County Terms and Conditions

Contractor shall be expected to implement the Sample Contract as contained in Appendix C, of this RFP.

2.2.1 Definitions

Throughout this RFP, references are made to certain terms, persons, groups, or departments/agencies that are specific to DPSS. For convenience, a description of specific definitions can be found in Appendix C, Sample Contract, Section 2.0, Definitions.

2.2.2 Anticipated Contract Term

The Contract term is anticipated to be for a period of three years. The Contract is anticipated to commence on September 1, 2015, or the date of Board's approval, whichever is later, through August 31, 2018, unless sooner terminated or extended, in whole or in part, as provided herein.

The County may possibly have the option to extend the Contract term for two (2) one-year periods. Each such option shall be exercised at the sole discretion of the DPSS Director or his/her designee as authorized by the Board, subject to performance and availability of funds.

2.2.3 Contract Rates

The Contractor's rates shall remain firm and fixed for the term of the contract, as set forth in Appendix D, County Required Form 11, Bid Sheet. The bid is based upon a firm fixed unit cost per SSI approval that is modified only by the fiscal bonus and deduction provisions outlined in Appendix B, SOW Exhibits, Exhibit B-1, Performance Requirements Summary (PRS) Chart.

2.2.3.1 The rate shall be based on the Proposer's estimated workload based on data in Appendix B, SOW Exhibits B-11, CalWORKs SSI Advocacy Program, B-8, District Locations, B-12, DPSS Caseload Projection, and B-13, Persons Aided – General Relief and CalWORKs.

2.2.3.2 The bid proposals shall be set forth on the attached Appendix D, County Required Form 13, Required Line Item Budget and Budget Narrative Sheet, and each shall be fixed

and guaranteed during and after the term of the contract beginning on the day of commencement of services.

2.2.3.3 There will be no cost-of-living adjustments during the term of the contract.

2.2.3.4 The County has the right to re-negotiate contract rates downward consistent with County budget reductions, should they occur.

2.2.4 Days of Operation

The Contractor shall be required to provide SSI appeals representation services, at a minimum of eight (8) hours a day, between 8:00 am to 5:00 pm, Monday through Friday. The specific hours of operation and availability are to be stated in the proposal, subject to approval by the CCA within thirty (30) days of Contract award or thirty (30) days prior to the Contract date, whichever occurs first.

The Contractor is not required to provide services on County recognized holidays, unless SSI Hearing is scheduled for a day that falls on a County-recognized holiday. The Contractor may reschedule the SSI hearing to another day if the ALJ approves. But if not, then the Contractor must ensure that a representative appears for the SSI hearing.

The CCA will provide a list of the County observed holidays to the Contractor at the time the Contract is approved, and annually, at the beginning of each calendar year.

2.2.5 Indemnification and Insurance

Contractor shall be required to comply with the indemnification provisions contained in the Appendix C, Sample Contract. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts specified in the Appendix C, Sample Contract.

2.2.6 SPARTA Program

A County program, known as ‘SPARTA’ (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the County’s insurance broker, Merriwether & Williams. For additional information, Proposers may

call Merriwether & Williams toll free at (800) 420-0555 or can access their website directly at www.2sparta.com.

3.0 PROPOSER'S MINIMUM MANDATORY QUALIFICATIONS

Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A, Statement of Work, of this RFP are invited to submit proposal(s), provided they meet the following requirements:

3.1 Proposer must attend the Mandatory Proposers Conference, as specified in this RFP, Section 7.0, Subsection 7.6, Mandatory Proposer's Conference.

3.2 Proposer must have provided SSI appeals representation services to GR and CalWORKs Participants or where same, similar or equivalent services, as identified in Appendix A, Statement of Work, were provided in five (5) of the last seven (7) years.

3.3 Proposer must have a Lead 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 clients.

3.4 Proposer must have (or will have by the contract award date), a minimum of two (2) hearing representatives, other than the Lead Hearing Representative, in the firm who will be assigned representation duties under this contract and who must be licensed attorney(s), with a minimum of two (2) years of experience, primarily providing related (e.g., medical malpractice, worker's compensation) hearing representation. Experience as an Administrative Law Judge in disability related cases will be accepted towards the experience requirements for both the Lead Hearing Representative and the other hearing representatives.

3.5 Proposer must have (or will have by the contract award date), a business office located within the County of Los Angeles, with a Contract Manager to maintain all administrative and financial records and reports that are required herein. This information must be documented in the Business Proposal, Section 7.0, Subsection 7.8.

3.6 Proposer must have (or will have by the contract award date), service locations that are no farther than a one (1) hour commute by public transportation (bus), from each of the 14 DPSS District Offices providing SSIMAP services to GR, and CalWORKs Participants. A list of the 14 offices is in Appendix B, SOW Exhibits, Exhibit B-5, SSI Appeals - Contract Regions.

3.7 Proposer must have, a Contract Manager with a minimum of five (5) years of experience and an alternate (or will have by the contract award date) with a minimum of three (3) years of experience in the performance of services the same as, or similar to, the services required in this RFP.

3.8 Proposer must meet all mandatory Living Wage requirements as described in this RFP, Section 5.0, Subsection 5.18, Living Wage Program.

3.9 Proposer must comply with the Proposal's format and requirements set forth in the Business Proposal Format and the Cost Proposal Format, (see RFP Section 7.0, Subsections 7.8 and 7.9).

3.10 Proposer must be registered on the County's WebVen. Registration can be accomplished online via the Internet by accessing the County's home page at http://camisvr.co.la.ca.us/webven/. Proposer must register using Commodity Code 96149. Code No. 961 is assigned to Miscellaneous Professional Services; and Sub-Code No 49 is assigned to Legal Services, Attorneys.

Minimum Mandatory Requirements 3.1 through 3.10 above shall be addressed and submitted with the Proposer's proposal(s). **Failure to meet these Minimum Mandatory Requirements will result in a rejection of a proposal.**

4.0 COUNTY'S RIGHTS AND RESPONSIBILITIES

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

4.1 Final Contract Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a proposal and the terms of any resultant Contract, and to determine which proposal best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.

4.2 County Option to Reject Proposals

Proposers are hereby advised that this RFP is an informal solicitation for proposals only, and is not intended, and is not to be construed as, an offer to enter into a contract or as a promise to engage in any formal competitive bidding or negotiations pursuant to any statute, ordinance, rule, or regulation. The County may, at its sole discretion, reject any or all proposals submitted in response to this RFP or may, in its sole discretion, reject all proposals and cancel the RFP in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the

preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted proposal.

4.3 County's Right to Amend Request for Proposals

The County has the right to amend the RFP by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available on the DPSS website at:

http://dpss.lacounty.gov/dpss/contracts/default.cfm

Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the Proposal being found non-responsive and not being considered, as determined in the sole discretion of the County. The County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

4.4 Background and Security Investigations

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

4.5 County's Quality Assurance Plan

After contract award, the County or its agent will evaluate the Contractor's performance under the contract on a periodic basis. Such evaluation will include assessing Contractor's compliance with all terms in the Contract and performance standards identified in the Statement of Work. Contractor's deficiencies which the County determines are severe or continuing and that may jeopardize performance of the Contract will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the Contract in whole or in part, or impose other penalties as specified in the Contract.

5.0 PROPOSER'S REQUIREMENTS AND CERTIFICATIONS

5.1 Notice to Proposers Concerning the Public Records Act

5.1.1 Responses to this solicitation shall become the exclusive property of the County. Absent extraordinary circumstances, the recommended proposer's proposal will become a matter of public

record when (1) contract negotiations are complete; (2) DPSS receives a letter from the recommended Proposer's authorized officer that the negotiated contract is the firm offer of the recommended Proposer; and (3) DPSS releases a copy of the recommended Proposer's proposal in response to a Notice of Intent to Request a Proposed Contractor Selection Review under Board Policy No. 5.055.

Notwithstanding the above, absent extraordinary circumstances, all proposals will become a matter of public record when the Department's proposer recommendation appears on the Board agenda.

Exceptions to disclosure are those parts or portions of all proposals that are justifiably defined as business or trade secrets, and plainly marked by the Proposer as "Trade Secret," "Confidential," or "Proprietary."

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

5.1.3 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 "confidential," "trade secrets," or "proprietary," Proposer agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

5.2 Contact with County Personnel

Any contact regarding this RFP or any matter related thereto must be e-mailed to:

Thu P. Pham, Management Fellow
ThuPPham@dpss.lacounty.gov

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

5.3 Mandatory Requirement to Register on County's WebVen

Prior to a contract award, all potential Contractors must register on the County's WebVen. The WebVen contains the Vendor's business profile and identifies the goods/services the business provides. Registration can be accomplished online via the Internet by accessing the County's home page at http://camisvr.co.la.ca.us/webven/.

5.4 Protest Policy Review Process

5.4.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 5.4.3 below. Additionally, any actual Proposer may request a review of a disqualification or of a proposed contract award under such a solicitation, as described respectively in the Sections below. It is the responsibility of the Proposer challenging the decision of a County Department to demonstrate that the Department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed contract award.

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

5.4.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of a solicitation for a Board-approved services contract provided for under Board Policy No. 5.055 are limited to the following:

- Review of Solicitation Requirements (Reference paragraph 7.3 in the Proposal Submission Requirements Section)

- Review of a Disqualified Proposal (Reference paragraph 8.3 in the Selection Process and Evaluation Criteria Section)

- Review of Proposed Contractor Selection (Reference paragraph 8.7 in the Selection Process and Evaluation Criteria Section)

5.5 Injury and Illness Prevention Program

Contractor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

5.6 Confidentiality and Independent Contractor Status

As appropriate, Contractor shall be required to comply with the Confidentiality provision contained in paragraph 7.7 and the Independent Contractor Status provision contained in paragraph 8.22 in Appendix C, Sample Contract.

5.7 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFP, or any competing RFP, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code as stated in Appendix D - Required Form 5, Certification of No Conflict of Interest.

5.8 Determination of Proposer Responsibility

5.8.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.

5.8.2 Proposers are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Proposer is responsible based on a review of the Proposer's performance on any contracts, including but not limited to County contracts. Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Proposer against public entities. Labor law violations which are the fault of the subcontractors and of which the Proposer had no knowledge shall

not be the basis of a determination that the Proposer is not responsible.

5.8.3 The County may declare a Proposer to be non-responsible for purposes of this contract if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.8.4 If there is evidence that the apparent highest ranked Proposer may not be responsible, the Department shall notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department shall provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

5.8.5 If the Proposer presents evidence in rebuttal to the Department, the Department shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board of Supervisors. The final decision concerning the responsibility of the Proposer shall reside with the Board of Supervisors.

5.8.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.9 Proposer Debarment

5.9.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following:

(1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

5.9.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, the Department shall notify the Proposer in writing of the evidence which is the basis for the proposed debarment, and shall advise the Proposer of the scheduled date for a debarment hearing before the Contractor Hearing Board.

5.9.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Proposer and/or Proposer's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Proposer should be debarred, and, if so, the appropriate length of time of the debarment. The Proposer and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

5.9.4 After consideration of any objections, or if no objections are received, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5.9.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5.9.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

5.9.7 The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

5.9.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

5.9.9 Appendix H provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for the County of Los Angeles.

5.9.10 Appendix L, Title 2 Administration Determination of Contractor Non-Responsibility & Contractor Debarment, is hereby included as this is a Living Wage Request for Proposal.

5.10 Adherence to County's Child Support Compliance Program

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

5.11 Gratuities

5.11.1 Attempt to Secure Favorable Treatment

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

5.11.2 Proposer Notification to County

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

5.11.3 Form of Improper Consideration

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

5.12 Notice to Proposers Regarding the County Lobbyist Ordinance

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in County Code Chapter 2.160. In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFP. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by Los

Angeles County Code Section 2.160.010, retained by the Proposer is in full compliance with Chapter 2.160 of the Los Angeles County Code and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D - Required Form 6, Familiarity with the County Lobbyist Ordinance Certification, as part of their proposal.

5.13 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, Appendix I.

5.14 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration for contract award, Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) or General Relief Opportunity for Work (GROW) Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers who are unable to meet this requirement shall not be considered for contract award. Proposers shall submit a completed, "Attestation of Willingness to Consider GAIN/GROW Participants", form, as set forth in Appendix D - Required Form 9, along with their proposal.

5.15 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix C, Sample Contract, Subsection 8.39.

5.16 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 the County of Los Angeles, and where and how to safely surrender a baby.

The fact sheet is set forth in Appendix J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

5.17 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix G, and the pertinent jury service provisions of the Sample Contract, Appendix C, paragraph 8.8, both of which are incorporated by reference into and made a part of this RFP. The Jury Service Program applies to both Contractors and their Subcontractors.

Proposals that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

5.17.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. For purposes of the Jury Service Program, "employee" means any California resident who is a full-time employee of a Contractor and "full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) the Contractor has a long-standing practice that defines the lesser number of hours as full-time. Therefore, the Jury Service Program applies to all of a Contractor's full-time California employees, even those not working specifically on the County project. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program.

5.17.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation of other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or

subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this Contract is less than $500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.

5.17.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Certification Form and Application for Exception, Form 10 in Appendix D - Required Forms, and include with its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Contractor's application, the County will determine, in its sole discretion, whether the Contractor falls within the definition of Contractor or meets any of the exceptions to the Jury Service Program. The County's decision will be final.

5.18 Living Wage Program

The prospective Contract is subject to the requirements of the County's Living Wage Program (Los Angeles County Code Chapter 2.201). Prospective Contractors should carefully read the Living Wage Ordinance, Appendix K, and the pertinent living wage provisions of the Sample Contract, Appendix C, Subsection 9.1, both of which are incorporated by reference into and made a part of this RFP. The Living Wage Program applies to both Contractors and their Subcontractors. Proposals that fail to comply with the requirements of the Living Wage Program may be considered non-responsive and excluded from further consideration.

5.18.1 Evaluation of Contractor's History of Labor Law/Payroll Violations In evaluating proposals, the County will review a contractor's history of labor law/payroll violations (including but not limited to violations or pending claims 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). To facilitate this process, contractors must submit with their proposal a completed Acknowledgment and Statement of Compliance form, as set forth

in Appendix D - Required Form 16, and disclose on that form: 1) any determination by a public entity within three (3) years of the date of the proposal that the Firm committed a labor law/payroll violation, and 2) any pending claim which involves an incident of labor law/payroll violation occurring within three (3) years of the date of the proposal. Applying established criteria, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations (See Appendix M, "Guidelines for Assessment of Proposer Labor Law/Payroll Violations). "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

5.18.2 If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, no less than 14 business days prior to submission of the proposal, the Application for Exemption, as set forth in Appendix D - Required Form 18, and include in its submission all necessary documentation to support the claim such as tax returns or a collective bargaining agreement, if applicable. Upon reviewing the Proposer's application, the County will determine, in its sole discretion, whether the Proposer falls within the definition of Employer or meets any of the exceptions to the Living Wage Program. The County's decision will be final.

Note that the collective bargaining agreement exception applies if it is demonstrated to the County that the agreement is bona fide and that the agreement expressly provides that it supersedes all of the provisions of the Living Wage Program, or (if not all) those specific provisions that are superseded. The Contractor is subject to any provision of the Living Wage Program not expressly superseded by the collective bargaining agreement.

5.18.3 The Living Wage Program requires Contractors and their Subcontractors to pay their full-time employees providing services to the County no less than a living wage. The County has established the Living Wage as $11.84 per hour without health benefits, and $9.64 per hour with health benefits. In order to qualify for paying the lower hourly Living Wage rate, the Contractor must pay at least $2.20 per hour toward the provision of a bona fide health care benefit plan for each employee and any dependents. Each Proposer must complete the Contractor Living

Wage Declaration, Form 17, as set forth in Appendix D - County Required Forms, and submit it with the proposal.

5.18.4 The Proposer must submit with its proposal a staffing plan using the Model Contractor Staffing Plan, as set forth in Appendix D, Required Form 19, using full-time employees for the Contract. The Proposer will be required to assign and use full-time employees to provide services under the Contract, unless the Proposer demonstrates to the satisfaction of the County the need to use non-full-time employees based on staffing efficiency or the County requirements of an individual job. If a Proposer desires to assign and use non-full-time employees to provide services under the Contract, the Proposer must submit to the County, along with its proposal, a written request detailing the Proposer's request and justification, and providing all necessary documentation to substantiate the request. Based on the County's review of the Proposer's request and supporting documentation, the County shall determine, in its sole discretion, whether the Proposer may use non-full-time employees to provide services under the Contract. The County's decision will be final.

5.18.5 If the contract involves the provision of services which were previously provided under a contract that was or will be terminated prior to its expiration, then the Contractor is required to provide employment for the predecessor Contractor's employees. The Contractor must offer employment to all such retention employees who are qualified for such jobs and who were employed by the predecessor Contractor for at least six (6) months prior to the new contract. However, the Contractor is not required to hire a retention employee who has been convicted of a crime related to the job or the employee's job performance or who fails to meet any other County requirement for employees of the Contractor. The Contractor may 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.

5.18.6 Throughout the term of the Contract, the Contractor and its Subcontractor(s) will be required to submit periodic monitoring reports for each employee providing services under the Contract, certifying under penalty of perjury, the hours worked, wages paid and amounts paid towards each employee's health benefits. Refer to Appendix D, County Required Form 16, Labor/Payroll/Debarment History – Acknowledgement and Statement of Compliance, and Appendix P, Monthly Certification for Applicable Health Benefit Payments.

- At any time during the term of the Contract, the County may conduct an audit of the Contractor's records as well as field visits with the Contractor's employees to ascertain compliance with the Living Wage Program.

- The Contractor will be required to place specified Living Wage posters at the Contractor's place of business and locations where the Contractor's employees are working. The Contractor will also be required to distribute County-provided notices to each of its employees providing services to the County at least once per year.

5.18.7 The Contractor will have to demonstrate a history of business stability, integrity in employee relations and financial ability to pay the Living Wage.

5.18.8 Violations of the provisions of the Living Wage Program will subject the Contractor to withholding of monies owed the Contractor under the contract, liquidated damages, possible termination and/or debarment from future County contracts in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment, Appendix L.

5.18.9 Contractors that submit false information may be barred from participating in the prospective contract and future County contracts in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment, Appendix L.

5.19 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Proposer shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Proposer on Required Form 1 - Proposer's Organization Questionnaire/Affidavit. Failure of the Proposer to provide this information may eliminate its proposal from any further consideration. Proposer shall have a continuing obligation to notify County of changes to the information contained in Form 1 (Proposer's Organization Questionnaire/Affidavit) during the pendency of this RFP by providing a revised Form 1 (Proposer's Organization Questionnaire Form 1) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

5.20 Proposer's Charitable Contributions Compliance

5.20.1 California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective Contractors should carefully read the Background and Resources: California Charities Regulations, Appendix N. New rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. Key Nonprofit Integrity Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding funds that must be accounted for to a governmental entity) have new audit requirements.

5.20.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Form 20 as set forth in Appendix D, Required Forms. A completed Form 20 is a required part of any agreement with the County.

5.20.3 In Form 20, prospective contractors certify either that:

- They have determined that they do not now receive or raise charitable contributions regulated under the California Charitable Purposes Act, (including the Nonprofit Integrity Act) but will comply if they become subject to coverage of those laws during the term of a County agreement,

- OR -

- They are currently complying with their obligations under the Charitable Purposes Act, attaching a copy of their most recent filing with the Registry of Charitable Trusts.

5.20.4 Prospective County contractors that do not complete Form 20 as part of the solicitation process may, in the County's sole discretion, be disqualified from contract award. A County contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

5.21 Defaulted Property Tax Reduction Program

The prospective contract is subject to the requirements of the County's Defaulted Property Tax Reduction Program ("Defaulted Tax Program") (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix O, and the pertinent provisions of the Sample Contract, Appendix C, paragraph 8.51 and 8.52, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Form 22 in Appendix D, County Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

Proposals that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.

5.22 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.

5.23 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.

6.0 COUNTY'S PREFERENCE PROGRAMS

6.1 County Policy on Doing Business with Small Business

6.1.1 The County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.

6.1.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in paragraph 6.2 of this solicitation.

6.1.3 The Jury Service and Living Wage Programs, provide exceptions to the Programs if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one Program but not the other. Further explanations of these two Programs are provided in Section 5.17 - Jury Service Program and Section 5.18 - Living Wage Program of this solicitation.

6.1.4 The County also has a Policy on Doing Business with Small Business that is stated in Appendix F.

6.2 Local Small Business Enterprise Preference Program

6.2.1 The County will give Local SBE preference during the solicitation process to businesses that meet the definition of a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204.030C.2 of the Los Angeles County Code.

6.2.2 A business which is certified as small by the Small Business Administration (SBA) or which is registered as small on the federal Central Contractor Registration data base may qualify to request the Local SBE Preference in a solicitation.

6.2.3 Businesses must complete the County Required Forms - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form – Form 7 in Appendix D, County Required Forms with their proposal. Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain the Local SBE Preference.

6.3 Local Small Business Enterprise (SBE) Prompt Payment Program

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

6.4 Disabled Veteran Business Enterprise Preference Program (DVBE)

6.4.1 The County will give preference during the solicitation process to businesses that meet the definition of a Disabled Veteran Business Enterprise, consistent with Chapter 2.211 of the Los Angeles County Code. A Disabled Veteran Business Enterprise vendor is defined as: 1) A business which is certified by the State of California as a Disabled Veteran Business Enterprise; or 2) A business which is certified by the Department of Veterans Affairs as a Service Disabled Veteran Owned Small Business (SDVOSB).

6.4.2 Certified Disabled Veteran Business Enterprise vendors must request the preference in their solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed.

6.4.3 In no case shall the Disabled Veteran Business Enterprise Preference Program price or scoring preference be combined with any other county preference program to exceed eight percent (8%) in response to any county solicitation.

6.4.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified Disabled Veteran Business Enterprise.

6.4.5 To request the Disabled Veteran Business Enterprise Preference, Proposer must complete and submit the Request for Disabled Veteran Business Enterprise Consideration form in Appendix D, Required Form 23, with supporting documentation with their proposal.

Information about the State's DVBE certification regulations is found in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov/

Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: http://www.vetbiz.gov/

6.5 Transitional Job Opportunities Preference Program

6.5.1 In evaluating proposals, the County will give preference to businesses that are certified by the County as Transitional Job Opportunity vendors, consistent with Chapter 2.205 of the Los Angeles County Code. A Certified Transitional Job Opportunity vendor is, and has been such for three (3) years, an entity: 1) that is a non-profit organization recognized as tax exempt pursuant to section 501 (c) (3) of the Internal Revenue Services Code; set forth, under penalty of perjury, such information as requested by the County on either electronic or hard copy forms, along with their application form and three most recent annual tax returns to the Department with their proposal response to the contracting solicitation for which they are competing; 2) has been in operation for at least one year providing transitional job and the related supportive services to program participants; and 3) provide a profile of their program with a description of their program components designed to assist program participants, number of past program participants, and any other information requested by a contracting Department.

6.5.2 Transitional Job Opportunities vendors must request the preference in their solicitation response and may not receive the preference until their certification has been affirmed by the applicable Department. County must verify the Transitional Job Opportunity vendor certification prior to applying the preference. Sanctions and financial penalties may apply to a Proposer that knowingly and with intent to defraud seeks to obtain or maintain certification as a Transitional Job Opportunities vendor.

6.5.3 To request the Transitional Job Opportunities Preference, Proposer must complete the Transitional Job Opportunities Preference Application in Appendix D – Required Form 21 and submit it along with all supporting documentation with their proposal.

7.0 PROPOSAL SUBMISSION REQUIREMENTS

This Section contains key project dates and activities as well as instructions to Proposers in how to prepare and submit their proposal.

7.1 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a proposal shall be sufficient cause for rejection of the proposal. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final. All proposals shall be firm and final offers and may not be withdrawn for a period of three hundred and sixty-five (365) days following the final proposal submission date.

7.2 RFP Timetable

The timetable for this RFP is as follows:

EVENTS	DATES	TIME All times listed are in Local Time
Release of RFP	2/26/2015	
Request for a Solicitations Requirements Review Due By:	3/12/2015	1:00 P.M.
Written Questions Due By:	3/5/2015	1:00 PM
Submission of Application for Exemption to Living Wage	3/12/2015	1:00 P.M.
Mandatory Proposers Conference	**3/10/2015**	**1:00 P.M.**
Questions and Answers Released	3/17/2015	
Proposals due by	**4/1/2015**	**1:00 P.M.**

Proposals are due and must be received no later than 1:00 P.M., Local Time, on April 1, 2015, at:

County of Los Angeles, Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746

NOTE: Dates and times are subject to change at the convenience of the County. All required RFP documents and references will be posted at the DPSS Request for Proposals website at:
http://www.ladpss.org/dpss/contracts/default.cfm
or ISD website at: http://doingbusiness.lacounty.gov

Proposals will **not** be opened prior to the due date for receipt of proposals April 1, 2015.

Late proposals will not be accepted. It is the sole responsibility of the Proposer to see that the proposal is properly received by DPSS before the submission deadline.

The Proposer shall bear all risks associated with private delivery services or with delays in the U.S. Postal Service. Submitted proposals that are not received timely (RFP Timetable, Subsection 7.2), or have insufficient postage, will not be considered, and will be returned to the Proposer unopened.

Fax or E-Mail (electronic-mail) proposals will not be accepted.

7.3. Solicitation Requirements Review

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

7.3.1.1 The request for a Solicitation Requirements Review is made within ten (10) business days of the issuance of the solicitation document;

7.3.1.2 The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal.

7.3.1.3 The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and

factual reasons for the requested review; and

7.3.1.4 The request for a Solicitation Requirements Review asserts either that:

7.3.1.4.1 Application of minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity;

7.3.1.4.2 Due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposers.

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

7.4 Proposers' Questions

Proposers may submit written questions regarding this RFP by e-mail to the individual identified below. All questions must be received by **March 5, 2015, 1:00 PM (Local Time).** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

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

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposer(s) or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposer(s).

Questions should be addressed to:

Thu P. Pham, Management Fellow
Department of Public Social Services
Bureau of Administrative Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, California 91746-3411
ThuPPham@dpss.lacounty.gov
"Questions for SSI Appeals Representation Services RFP CMD #15-01"

7.5 Submission of Application for Exemption to Living Wage Program

If a Proposer believes that it does not fall within the Living Wage Program's definition of Employer or that it meets any of the exceptions to the Living Wage Program, then the Proposer must complete and submit to the County, by **March 12, 2015, 1:00 P.M. (Local Time)** the Application for Exemption, as set forth in Appendix D, County Required Form 18, <u>including all necessary documentation to support the claim</u>. Proposer will be notified by **March 23, 2015** of the County's decision.

7.6 Mandatory Proposers Conference

A Mandatory Proposers Conference will be held to discuss the RFP and Living Wage Requirements. County staff will respond to questions from potential Proposers.

All potential Proposers must attend this conference or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. An attendee may only represent one potential Proposer. The Mandatory Proposers conference is scheduled as follows:

Date:	**Tuesday, March 10, 2015**
Time:	**1:00 P.M. (Local Time)**
Location:	**DPSS Administrative Headquarters** **12900 Crossroads Parkway South** **2nd Floor, Conference Room E-163** **City of Industry, CA 91746**

Interested agencies are strongly encouraged to review the RFP and Appendices, and begin preparation of their proposal prior to the Proposers Conference.

Agencies are strongly encouraged to bring a copy of the RFP to the Proposers' Conference. Copies of the RFP will NOT be provided at the Proposers Conference.

IMPORTANT:
For security reasons, you will be asked to sign in with the receptionist when you enter the 2nd floor area and present identification from the agency you represent. However, this does not take the place of signing in on the formal sign-in sheet for the Mandatory Proposer' Conference that will circulate in the Conference Room. All attendees must indicate the name of the potential Proposer they represent. Please park in the parking lot across the street adjacent to the Everest College.

7.7. Preparation of the Proposal

7.7.1 Two (2) separate proposals must be submitted – a Business Proposal and a Cost Proposal. In addition, one three-ring binder, with supporting documentation, must be submitted by each Proposer. Supporting documentation includes:

- Financial statements
- References
- Certificate of Insurance and;
- Certificate of Good Standing or;
- Certificate of Limited Partnership Application for Registration of Foreign Limited Partnership.

Each of the proposals must be in a separate 3-ring binder and submitted in the prescribed format. Any Proposal that deviates from this format may be rejected as non-responsive without review at the County's sole discretion.

7.7.2 The Original and four copies of the Business Proposal and of the Cost Proposal shall be submitted. The original must be labeled as "Original" on the cover page. Each copy must be labeled on the cover page as "Copy one (1) of four (4)," "Copy two (2) of four (4)," etc., as appropriate.

7.7.3 In preparing the written proposals, the Proposer should do so in its own words and not copy the language in the RFP. The Proposer should ensure that the proposal responds completely and thoroughly to all requirements set forth in this RFP.

7.7.4 Proposals should demonstrate an understanding of the population to be served and how the agency is to best provide services to meet the requirements.

7.7.5 The objective of the proposal submission is for DPSS to ascertain the Proposer's ability to provide or exceed the required level of service. In addition, specific information is requested from all Proposers to ensure that the proposals can be fairly compared and evaluated in a standard manner.

7.7.6 **Only information that is contained in the written proposal will be evaluated.**

7.7.7 The response to this RFP must be made according to the specifications for content and sequence set forth in Section 7.0, Subsections 7.8 (Business Proposal Format) and 7.9 (Cost Proposal Format) herein below. Everything constituting the proposal and all documents submitted in connection with the contract shall be written in the English language, and all numerical data furnished herein shall use the foot, pound, second system of units of measurement.

7.7.8 Proposers shall observe the requirements set forth in this Section 7.0 (Proposal Submission Requirements) in the preparation of their proposal and shall agree to provide the County with only the information requested for an accurate determination of the prospective Contractor(s') qualifications to perform the required services. Failure to adhere to these specifications may be cause for rejection of the proposal.

7.7.9 Proposal must adhere to the specified page limitations. The County shall or may disregard any pages over the limit.

7.7.10 Additionally, an electronic copy of the Business Proposal and Cost Proposal shall be submitted by providing a minimum of four separate CDs, containing files in Adobe Acrobat format, shall be labeled and submitted for each Proposal as follows:

a) Business Proposal (may be submitted on as many CDs to accommodate a complete Business Proposal)

b) Cost Proposal

c) Financial Statement(s)

d) Documents/pages identified as trade secrets, proprietary and/or confidential. If none, so state.

7.7.11 **No correction or re-submission shall be accepted after the proposal deadline. The County reserves the right to waive any informality in a submitted proposal.**

7.8 Business Proposal Format

IMPORTANT: Proposals must be submitted in the format described below, as to both sequence and content. Failure to comply with these provisions may, at the discretion of the DPSS Director, result in disqualification of the proposal. The proposal should identify the region(s) for which the proposer is bidding on the Cover Page and demonstrate consistent service quality and methodology for all regions.

7.8.1 The content and sequence of the Business Proposal must be as follows:

7.8.1.1 Cover page

7.8.1.2 Transmittal

7.8.1.3 Table of Contents

7.8.1.4 Proposer's Organization Questionnaire/Affidavit and Required Support Documents for Corporations and Limited Liability Companies (Business Proposal, Section 1)

7.8.1.5 Executive Summary (Business Proposal, Section 2)

7.8.1.6 Proposer's Qualifications (Business Proposal, Section 3)

7.8.1.7 Proposer's Approach to Provide Required Services (Business Proposal, Section 4)

7.8.1.8 Proposer's Management and Staff Qualifications (Business Proposal, Section 5)

7.8.1.9 Proposer's Quality Control Plan (Business Proposal, Section 6)

7.8.1.10 Living Wage Compliance (Business Proposal, Section 7)

7.8.1.11 Terms and Conditions in the Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions to (Business Proposal, Section 8)

7.8.1.12 Subcontractors or Partners (Business Proposal, Section 9, Limit to Two (2) Pages)

7.8.1.13 Business Proposal County Required Forms (Business Proposal, Section 10)

7.8.1.14 Last Page of Proposal (Business Proposal, Section 11)

7.8.2 Cover Page

The Business Proposal cover page shall, at a minimum, identify the document as a proposal stating the exact name of the RFP, RFP Number, Region(s) for which the proposer is bidding, proposal

submission date, and the Proposer's name. It must also identify the proposal as "Original," or "Copy # of 4," as appropriate.

7.8.3 Transmittal Letter

The Transmittal Letter must be a one (1) page letter on the Proposer's stationery, transmitting the proposal(s). The Transmittal Letter must include the firm's name, address, telephone number, and email address of the person(s) to be used for contact regarding this RFP. The Transmittal Letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the Proposer to the contract.

The letter shall indicate whether or not the Proposer intends to perform the contract as a single contractor. The letter must contain a statement that the Proposer will bear sole and complete responsibility for all work as defined in RFP Appendix A, Statement of Work. The Transmittal Letter shall also state that "This proposal shall be a firm offer and may not be withdrawn for a period of one year following the last day to submit proposals".

7.8.4 Table of Contents

List all material included in the Proposal. Include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

7.8.5 Proposer's Organization Questionnaire/Affidavit and Required Support Documentation (Business Proposal, Section 1)

7.8.5.1 The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit Form 1 as set forth in Appendix D. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant to a contract.

The Propose shall certify that it meets the Minimum Mandatory Qualifications set forth in Section 3.0 of this RFP. **Note:** Information must be included in the Business Proposal to substantiate that Proposer meets all of the minimum qualifications.

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the Proposal or at some later

time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign contracts.

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

7.8.5.2 Required Support Documents and Certificates

Corporations or Limited Liability Company (LLC):

The Proposer must submit the following documentation with the Proposal:

1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.

2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

3) Copy(ies) of Fictitious Business Name Statement for "Doing Business-As" (if applicable).

4) Copy of IRS letter giving Tax Exempt Status (if applicable).

5) Resolution from agency's governing board (e.g., Board of Directors) authorizing the proposal and entering into the resulting contract with County. The Resolution shall include name of authorized person/official to sign proposal and contract.

Limited Partnership:

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

7.8.6 Executive Summary (Business Proposal, Section 2 - Limit to Two (2) Pages)

Condense and highlight the contents of the Proposer's Business Proposal to provide DPSS with a broad understanding of the Proposer's approach, qualifications, experience and staffing.

Proposer should place special emphasis on how its proposed scope of work and approach will meet or exceed the primary objectives of this RFP. Information contained in the Executive Summary **must** also be included in the body of the proposal.

7.8.7 Proposer's Qualifications (Business Proposal, Section 3)

Demonstrate that the Proposer's organization has the experience and financial capability to perform the required services requested in this RFP. The following sections must be included:

A. Proposer's Background and Experience (Business Proposal, Section 3-A)

1. The Proposer must provide a description of relevant background and experience that meets or exceeds the requirement(s) stated in Section 3.0 of this RFP and has the capability to perform the required services.

2. State the number of years of experience which demonstrates the Proposer has provided the required appeals representation service, equivalent, or substantially similar services. Proposer must explain how reported experience is equivalent or substantially similar to the service requested in this RFP.

3. The Proposer shall provide the business office location in the County of Los Angeles where all business records and reports will be maintained.

4. The Proposer shall provide the office location(s) where services will be provided. If the Proposer does not already have possession of all proposed office locations, the Proposer must provide a general location (e.g. neighborhood or major intersection) and provide assurance that office locations will meet the requirements of Subsection 3.6 and will be available for the use of the Contractor no later than thirty (30) days after the implementation of this contract.

B. Proposer's References (Business Proposal, Section 3-B)

The Proposer must complete and include the following Required Forms:

a. Proposer's References, Appendix D, County Required Form 2. Proposer must provide **five** references where the same or similar scope of services was provided.

   - Do **not** include members of their governing Board or staff.

   - Do **not** include any members of the County of Los Angeles Board of Supervisors or their staff.

b. Proposer's List of Contracts, Appendix D, County Required Form 3. The listing must include all contracts with public entities for the last **five years**. Use additional sheets if necessary.

c. Prospective Contractor List of Terminated Contracts, Appendix D, County Required Form 4. Listing must include contracts terminated within the past three years with a reason for termination.

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. The same references may be listed on Appendix D, County Required Forms 2 and 3.

County may disqualify a Proposer as non-responsive and/or non-responsible if:

- References fail to substantiate Proposer's description of the services provided; or

- References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or

- DPSS is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the references' point of contact that DPSS will attempt to contact them for a reference check during normal working hours.

C. Proposer's Pending Litigation and Judgments Disclosure (Business Proposal, Section 3-C)

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

The Proposer must disclose the following:

Debarment:

Disclose if any agency has been debarred from any public or private entity anywhere within the United States of America. Provide a listing of debarments, if any.

Litigation:

Identify by name, case and court jurisdiction any pending litigation in which Proposer or any of its affiliated entities, or principals, is a party named, and any judgments against Proposer, or any of its affiliated entities or principals in the past five (5) years. Provide a statement describing the size and scope, and subject of any pending or threatened litigation against Proposer, or any of its affiliated entities or principals.

Other Issues:

Disclosure of any other issue, finding or pending investigation, including any information of public records (e.g., government report, news report, etc.) that raises questions as to the Proposer's ability to enter into a contract with the County or otherwise question the Proposer's ability to perform satisfactorily under this proposed contract. Proposer may include supporting documentation should it contest a report's findings/statements. Failure to provide this information may result in point deductions and/or a determination of non-responsive.

Failure or Refusal to Complete a Contract:

Proposer must provide details of any failure or refusal to complete a contract. This information may be used to assess a Proposer's past performance. Accordingly, Proposers are asked to provide back-up documentation, as deemed necessary.

D. Proposer's Financial Capability (Business Proposal, Section 3-D)

Proposer must provide adequate documentation on the financial status of the firm to ensure that the firm will continue in business through the period of the contract and can finance the cost of adequate personnel and support requirements. This includes, but is not limited, to the following:

1. Provide copies of the company's most current and prior two years (for example 2014, 2013, and 2012) financial statements. Statements should include the Proposer's assets, liabilities and net worth and at a minimum should include the Balance Sheet, Statement of Income, and the Statement of Cash Flows. It should be noted that depending on the nature of the entity, i.e., for-profit, non-profit, governmental, the title of these statements may differ. For example, for a non-profit entity the Balance Sheet is referred to as the Statement of Financial Position. If audited statements are available, these must be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

2. List of commitments and potential commitments that may impact assets, line of credit, guarantor letters, etc., and that may affect the Proposer's ability to perform the Contract.

7.8.8 Proposer's Approach to Provide Required Services (Business Proposal, Section 4)

Proposer shall present a description of the methodology the Proposer will use to meet Contract work requirements. Describe in detail how the services will be performed to meet the intent of the SOW. This plan should include, but not limited to, the following sections:

A. Methodology to Provide SSI Appeals Representation Services (Business Proposal, Section 4-A – Limit to Ten Pages)

Proposer shall explain their understanding of the scope and intent of the SOW, and describe in detail, its proposed plan for the provision of SSI Appeals Representation Services. The proposal should describe the Proposer's understanding

of the scope of services and how the Proposer will meet the County's goals for these services.

- Describe how Proposer plans to operate all phases of the SSI Appeals Representation process, including details on establishing participant's permanent disability.

- Describe how all available resources shall be used to enhance the effectiveness and efficiency of the SSI Appeals Representation Process.

- Present novel approaches to enhance performance.

- Describe methods of exceeding the Performance Standards cited in the Performance Requirements Summary (PRS) Chart, Exhibit B-1, Appendix B, SOW Exhibits.

B. Proposer's Methodology to Serve the Population (Business Proposal, Section 4-B)

Proposer shall describe in details its plan to serve the target population.

1. Describe Proposer's past experience working with GR and CalWORKs participants.

2. Describe Proposer's techniques in serving difficult and non-compliant participants, including those with mental health issues.

3. Describe Proposer's past experience working with persons with disabilities – both physical and mental disabilities.

4. Describe Proposer's techniques in serving participants whose disability may impair their ability to assist in preparing their appeal.

5. Customer Service Plan (Limit to 2 Pages)

   Proposer shall describe its plan for addressing customer service concerns and complaints regarding the performance of Proposer's staff.

6. Confidentiality

   Proposer shall describe the plan for maintaining the

confidentiality of welfare case record information that may be revealed during the course of providing the required services.

7. Work Stoppage (Limit to 2 Pages)

   The Proposer shall describe its plan for providing qualified trained personnel in the event the Proposer incurs a work stoppage or labor action (sickout, slowdown, etc.).

8. Transition Plans (Limit to 5 Pages)

   The Proposer must provide two (2) comprehensive transition plans.

   The first plan must explain the Proposer's specific start-up plans, including but not limited to, plans for assumption of services from the County, or the predecessor, to ensure high quality services effective with the first day of operation. The start-up plan should be specific to each Region for which a bid is submitted and include, but not be limited to, staff recruitment, any acquisitions deemed appropriate by the Proposer and any non-County provided training. Proposers must also explain how transitional training needs will be met after the start-up month while delivering direct case management services. The plan must be supported by and consistent with the Proposer's budgeted start-up costs. (Refer to Appendix D, County Required Form 11, Bid Sheet.)

   The second plan must explain how services will be transitioned back to the County or another contractor at termination of the Contract. This plan must include a statement of cooperation should a transition to the County or a new contractor be necessary.

7.8.9 Proposer's Management and Staff Qualifications (Business Proposal, Section 5)

A. Qualification (Business Proposal, Section 5-A)

Proposal shall demonstrate that the organization is adequately staffed and trained to perform and provide the SSI Appeals Representation Services, or demonstrate the capability for recruiting such staff.

Proposer must provide an explanation of principal individuals in Proposer's organization and their experience in the

required appeals representation services to be provided, or equivalent, or substantially similar experience.

Proposer must identify and provide a resume for the following staff:

- Lead Hearing Representative
- Hearing Representatives
- Contract Manager
- Alternate Contract Manager

Each resume is limited to two (2) pages and must include, at a minimum, the following:

- The current position and years with the firm.
- The academic background, covering all education at the high school level, and higher education, including the name of the institution(s) and dates of attendance.
- The experience background, including the number of years of experience, position(s) title(s), and functions, while gaining experience in the provision of services to be delivered under the contract.
- The current business licenses, certifications or permits of personnel who will manage the Case Management operations.
- Three (3) relevant client references, including the contact person's name and current telephone and facsimile numbers.

However, if the Lead Hearing Representative, Hearing Representatives, Contract Manager or Alternate is not yet hired, the Proposer must include with the proposal the complete job specifications for these positions.

The Proposer must describe and provide a resume for the Contract Manager who will be responsible for staffing and monitoring of this Contract.

- Demonstrate how the Contract Manager and alternate meet the mandatory requirements. If the alternate is not yet hired, the Proposer must include with its proposal the

complete job specifications for the position.

- Demonstrate how the Contract Manager and alternate will meet the requirement to act as a liaison with DPSS and will be able to be responsible for the overall management and coordination of this contract.

Proposer shall provide a detailed plan for the provision of ongoing staff attorneys to fill long-term assignments, including a start-up plan, recruitment, selection and management of staff at all work locations in accordance with all specifications outlined in Appendix A, SOW, Section 3.1, Personnel. Employee retention methods and plans will also be reviewed and scored.

Proposer shall provide a detailed plan to ensure that an attorney can and will appear at a scheduled hearing, if the Proposer's initially scheduled attorney is unable to appear (e.g., due to sickness, labor dispute, stoppage, etc.). The plan is to include details on how backup staff will be furnished within a reasonable time frame that would not result in a delay of the SSI hearing.

B. Staffing Plan (Business Proposal, Section 5-B)

Proposer must submit a staffing plan that will ensure full compliance with the contract's requirements and the Proposer's stated methodology of providing SSI Appeals Representation Services to GR and CalWORKs participants. The staffing plan shall also demonstrate compliance with the Living Wage Ordinance. The plan must be supported by and consistent with the Proposer's bid sheet, budget sheet, line item budget, and personnel schedule.

- Proposer must demonstrate how the proposed staff will be able to adequately administer the required services by:
    - Providing an organizational staffing chart that includes classification, titles, and number of staff in each classification; and
    - Providing staff classification job requirements.
- Proposer must explain the organizational structure proposed in the Proposer's plan. This structure should include narrative explaining how it arrived at the structure, including what ratios were used in determining the number

of supervisors to staff, clerical support to direct Participant services staff, administrator support to direct Participant staff, and any other applicable staffing ratios.

- Proposer shall describe its plan to provide competent bilingual, culturally sensitive staff and how it will communicate with and conduct SSI Appeals Representation services for non-English and limited English speaking participants. Proposer must include the process through which it will recruit qualified bilingual staff, and description of how it will certify bilingual speakers.

- Proposer shall describe how it will ensure all staff receives training including but, not limited to training provided by County.

- Proposer shall describe its plan for ensuring adequate, qualified back-up staff to ensure there will be no interruptions in providing SSI Appeals Representation services due to illness, vacation, and other absences.

7.8.10 Proposer's Quality Control Plan (Business Proposal, Section 6)

Present a comprehensive Quality Control Plan to be utilized by the Proposer as a self-monitoring tool to ensure the required services are provided as specified in Appendix A, Statement of Work, and Appendix B, Statement of Work Exhibits, Exhibit B-1, Performance Requirements Summary Chart. The following factors must be included in the plan:

- Activities to be monitored to ensure compliance with all Contract requirements;

- Monitoring methods to be used;

- Frequency of monitoring;

- Samples of forms to be used in monitoring;

- Title/level and qualifications of personnel performing monitoring functions;

- Documentation methods of all monitoring results, including any corrective action taken.

7.8.11 Living Wage Compliance (Business Proposal, Section 7)

The Living Wage Program requires that contractors demonstrate during both the solicitation process and for the term of their contract business stability, integrity in employee relations, and the financial ability to pay the living wage.

The Living Wage Forms included in Appendix D, Required Forms, should be completed, signed and included in the Business Proposal.

A. Proposer's Staffing Plan (Section 7-A)

Proposer must submit a staffing plan that is comprised of full-time employees, unless the Contractor can demonstrate to the County the necessity of part-time staff. If Proposer's staffing plan, submitted in Section 5-B of the Business Proposal, contains part-time employees, Contractor must submit written justification for the use of part-time staff.

B. Proposer's Acknowledgement and Statement of Compliance (Section 7-B)

Proposer shall submit either Required Form 15 or 16. The Acknowledgement and Statement of Compliance, Form 15 from Appendix D, is a statement, under penalty of perjury, that there were no past labor violations of any federal, State, County or City statutes.

Should the Contractor have violations to report, Contractor shall provide a listing of projects and a brief description of the circumstances regarding the violation(s) on Appendix D, Form 16, Acknowledgement and Statement of Compliance Labor/ Payroll/Debarment History.

C. Contractor Living Wage Declaration (Section 7-C)

The Contractor Living Wage Declaration, Form 17, from Appendix D, is a statement that the Contractor will be paying its employees the Living Wage hourly rate. If the Contractor has received notice from the County that they are exempt from the Living Wage Program, this form should not be included.

Submit a copy of the health plan benefits provided for the employees. Indicate the dollar value of the health plan on an hourly basis (If applicable).

D. Proposer's Approach to Labor-Payroll Record Keeping and Regulatory Compliance (Section 7-D)

Proposer is required to comply with State and Federal labor regulations and record keeping requirements. The objective of this Sub-section is to determine the appropriateness, scope, and suitability of the procedures Proposer uses and the internal controls in place to ensure compliance with State and Federal labor regulations and record keeping requirements. In order to appropriately evaluate this area, it is critical that Proposer submit a detailed description of the processes, and the steps associated with those processes.

Proposers should provide additional details to ensure a clear picture of the firm's processes and controls. Proposers must answer all questions thoroughly and in the same sequence as provided below. If Proposer believes that a question is not applicable, indicate with "N/A" and explain why that question is not applicable.

Proposer should describe the firm's employee labor-payroll record keeping system and the controls in place that ensure ongoing regulatory compliance. Include, at a minimum, a detailed discussion of the following:

1. Discuss how employee hours actually worked are tracked. The detailed explanation should include:

    a. Where do firm's employees report to work at the beginning of their shift? At the work location or a central site with travel to the worksite? If the latter is the firm's practice/process, when does the firm consider the employees' shift to have started? At a central site or upon arrival at the work location?

    b. How does the firm know employees actually reported to work and at what time? For example, sign-in sheets, computerized check-in, call-in system, or some other method.

    c. What records are created to document the beginning and ending times of employee's actual work shifts? What records are maintained by the firm of actual time worked?

Are the records maintained daily or at another interval (indicate the interval)? Who creates these records (e.g., employee, a supervisor, or office staff)? Who checks the records and what are they checking for? What happens to these records? Are they used as a source document to create the firm's payroll? Provide a copy of these records.

d. If the records created in response to paragraph "c" above are not used to create the payroll, what is the source document that is used? Who prepares and who checks the source document? Does the employee sign it? Who approves the source document and what do they compare it with prior to approving the source document?

e. How does the firm know that employees take mandated breaks and meal breaks (periods)? Does the firm maintain any written supporting documentation to validate that the breaks actually occurred? If so, who prepares, reviews, and approves such documentation?

2. Discuss how the firm's payroll is prepared and how the firm ensures that employee wages are appropriately paid. The detailed explanation should include:

a. How are employees paid (e.g., manually issued check, cash, automated check, or combination of methods)? If by check, do they receive a single check for straight time and overtime or are separate payments made? What information is provided on the check (e.g., deductions for taxes, etc.)? Provide a copy of a check and check stub (cover up or block out bank account information) that shows deduction categories.

b. If the firm uses a manual payroll system, describe the steps the person preparing the payroll takes to create a check, starting from the source document through the issuance of a check. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work

and the firm's standard rate for other non-County work), how does the person preparing the payroll calculate total wages paid?

c. If the firm uses an automated payroll system or contracts for such automated payroll services to an outside firm, describe the steps taken to prepare the payroll. If the employee has multiple wage rates (i.e., County's Living Wage rate for County work and the firm's standard rate for other non-County work), how does the automated payroll system calculate total wages paid? Is it embedded in the software program or does someone have to override the system to perform the calculation?

d. How is travel time during an employee's shift paid? At what rate is such travel time paid if the employee has multiple wage rates? Discuss how the firm calculates the day's wages for each situation described in the following two examples: 1) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are paid at a different rate than the County's Living Wage rate and 2) during a single shift, an employee works 3 hours at a work location under a County Living Wage contract, then travels an hour to another work location to work 4 hours, where they are also paid the County's Living Wage rate.

e. How does the firm calculate overtime wages? What if the employee has multiple wage rates?

7.8.12 Terms and Conditions in Sample Contract, and Requirements of the Statement of Work (SOW): Acceptance of / or Exceptions to (Section 8)

7.8.12.1 It is the duty of every Proposer to thoroughly review the Statement of Work (SOW), SOW Exhibits, and Sample Contract, Appendices A, B, and C, respectively, to ensure compliance with all terms, conditions and requirements. It is the County's expectation that in submitting a proposal the Proposers will accept, as stated, the County's terms and conditions in the Sample Contract and the County's

requirements in the Statement of Work and SOW Exhibits. However, the Proposers are provided the opportunity to take exceptions to the County's terms, conditions, and requirements.

7.8.12.2 Section 8 of Proposer's response must include:

1. A statement offering the Proposer's acceptance of all or exceptions to any of the terms and conditions listed in Appendix C, Sample Contract.

2. A statement offering the Proposer's acceptance of all, or exceptions to any of the requirements listed in Appendix A, Statement of Work, and Appendix B, SOW Exhibits; and

For each exception, the Proposer shall provide:

- An explanation of the reason(s) for the exception;
- The proposed alternative language; or the request that a specific section or subsection be deleted in its entirety;
- An explanation of why it is in the County's best interest to accept the Proposer's alternative language or requested deletion; and
- A description of the impact, if any, to the Proposer's price.

7.8.12.3 Indicate all exceptions to the Sample Contract and/or the Statement of Work and/or SOW Exhibits by providing a 'red-lined' version of the language in question. The County relies on this procedure and any Proposer who fails to make timely exceptions as required herein, may be barred, at the County's sole discretion, from later making such exceptions.

7.8.12.4 The County reserves the right to determine if Proposers' exceptions are material enough to deem the proposal non-responsive and not subject to further evaluation.

7.8.12.5 The County reserves the right to make changes to the Sample Contract, Statement of Work, and other appendices and any exhibits at its sole discretion.

7.8.13 Subcontractors or Partners (Business Proposal, Section 9 – Limit to Two (2) Pages)

If this is not a single Proposer proposal, the transmittal letter shall clearly indicate the other organizations(s)/agency(s) involved and the nature of its/their role. All applicable information for each proposed subcontractor, as outlined in, Section 7.8.13 herein, must be submitted in Proposer's Background and Experience, Section 3-A of the Business Proposal.

A statement from all partners or subcontractors indicating their willingness to work with the Proposer and the intent to sign a formal contract between/among the parties must be submitted over the signature of the person authorized to bind the partnership or subcontracting organization. All partnering/subcontracting contracts will be required for County review and fully executed before any Contract award is made. Subcontractor shall agree and adhere to all of the requirements listed in the RFP documents including Appendix C, Sample Contract. The role that the partner or subcontractor will play and the specific services that will be performed in providing SSI Appeals Representation Services must be outlined in this section.

7.8.14 Business Proposal Other Required Forms (Business Proposal, Section 10)

Proposal shall include the following forms, completed, signed, and dated forms identified in Appendix D – County Required Forms.

FORMS

Form 5	CERTIFICATION OF NO CONFLICT OF INTEREST
Form 6	FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION
Form 7	REQUEST FOR LOCAL SBE PREFERENCE PROGRAM CONSIDERATION AND CBE FIRM/ORGANIZATION INFORMATION FORM
Form 8	PROPOSER'S EEO CERTIFICATION
Form 9	ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS
Form 10	CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION
Form 20	CHARITABLE CONTRIBUTIONS CERTIFICATION

Form 21 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

Form 22 CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Form 23 REQUEST FOR DISABLED VETERAN BUSINESS ENTERPRISE PREFERENCE PROGRAM CONSIDERATION

Form 24 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Form 25 REQUEST FOR PROPOSALS GROUNDS FOR REJECTION

Form 26 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIERED COVERED TRANSACTIONS (45 C.F.R. PART 76)

7.8.15 Last Page of Proposal (Business Proposal, Section 11)

The last page of the proposal must list names of all joint ventures, partners, subcontractors, or others having any right or interest in the contract or the proceeds thereof.

The page shall include the signature and following the information of the person authorized to bind the Proposer in a Contract, as shown on the following page.

Respectfully submitted,

(Firm or Corporate Name)

By _____

By _____

By _____

By _____

Date _____

Address _____

City _____

Telephone _____

7.9 Cost Proposal Format

The Cost Proposal must contain sufficient detail and demonstrate that the proposed cost is realistically based on reasonable costs specific to the contract. Therefore, the Proposer should strive to meet these objectives. Costs that are estimated or assumed must include a brief explanation of the underlying basis of the estimates or assumptions. County has an objective to engage in cost-effective endeavors to achieve potential savings.

All cost proposals must contain a *line item budget* using the format found in Appendix D, County Required Forms 13, 14, and 19. Proposers shall submit a separate Budget sheet for each Region bid on.

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

- Cover Page identifying, at a minimum, the RFP and the Proposer's name.
- Bid Sheet – Form 11
- Certification of Independent Price Determination and Acknowledgement of RFP Restrictions – Form 12
- Required Line Item Budget and Budget Narrative Sheet – Form 13
- Staffing Plan – Form 19
- Employee Benefits – Form 14

7.9.1 Cover Page

The cover page shall, at a minimum, identify the document as a proposal stating the exact name of the RFP, RFP Number, proposal submission date, the Proposer's name and the specific Region for which the Proposer is bidding on. It must also identify the proposal as "Original," or "Copy __# of 4," as appropriate. The cover for the proposal set must use the title: **SSI APPEALS REPRESENTATION SERVICES RFP CMD #15-01** on each cover.

7.9.2 Bid Sheet (Cost Proposal, Section A, Form 11)

Proposer shall submit one required Bid Sheet which shall apply to all regions. The required forms can be found in Appendix D, County Required Form 11, Bid Sheet. Bid price must be firm and fixed for each SSI approval won (per win price) during the term of the three (3) year contract. "Per win price" is the proposed payment when a GR or CalWORKs participant, referred by DPSS, obtains an SSI approval. Proposer shall include pricing in their Cost Proposals based on the Proposer's estimated workload derived from data provided in the following documents, such as but not inclusive:

- Appendix B, SOW Exhibits, Exhibit B-5 page 1 of 6 (SSI Appeals – Contract Regions);
- Appendix B, SOW Exhibits, Exhibit B-14 (GR and CalWORKs SSI Appeal Referral and Hearing Results);
- Appendix B, SOW Exhibits, Exhibit B-5, page 3 and 4 of 6 (GR District Office Boundaries);
- Appendix B, SOW Exhibits, Exhibit B-12 (DPSS Caseload Projection);
- Appendix B, SOW Exhibits, Exhibit B-13 (Persons Aided-General Relief and CalWORKs).

7.9.3 Certification of Independent Price Determination & Acknowledgement of RFP Restrictions (Cost Proposal, Section B – Form 12)

The Certification of Independent Price Determination sheet can be found in Appendix D, County Required Form 12, Certificate of Independent Price Determination & Acknowledgement of RFP Restrictions. Certification of Independent Price Determination sheet must be completed and submitted in this section to the Cost Proposal.

7.9.4 Required Line Item Budget and Budget Narrative (Cost Proposal, Section C – Form 13)

All proposals must have a required Line Item Budget and Budget Narrative Sheet attached to the budget providing a thorough and clear explanation of all projected line item budget costs for each region bid on. The narrative must follow the same sequence as the line item budget. The Required Line Item Budget and Budget Narrative Sheet can be found in Appendix D, County Required Form 13. The budget and budget narrative will be made a part of the contract with the selected Contractor.

7.9.5 Staffing Plan (Cost Proposal, Section D – Form 19)

The Personnel Schedule shall be consistent with the Staffing Plan submitted in the Business Proposal.

7.9.6 Employee Benefits Sheet (Cost Proposal, Section E – Form 14)

All proposals must have an Employee Benefits sheet attached to each budget sheet providing a thorough and clear explanation of all projected employee benefits itemized. The Employee Benefits

sheet can be found in Appendix D, County Required Form 14. An Employee Benefits sheet must be completed and submitted in this section to the Cost Proposal.

7.10 Firm Offer/Withdrawal of Proposal

Until the proposal submission deadline, errors in proposals may be corrected by a request in writing to withdraw the proposal and by submission of another set of proposals with the mistakes corrected. Corrections will not be accepted once the deadline for submission of proposals has passed.

All proposals shall be firm offers and may not be withdrawn for a period of 365 days following the last day to submit proposals.

7.11 Proposal Submission

The original Business Proposal and four (4) copies shall be enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"BUSINESS PROPOSAL FOR SUPPLEMENTAL SECURITY INCOME APPEALS REPRESENTATION SERVICES"

The original Cost Proposal and four (4) copies must be submitted in a separate sealed package, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"COST PROPOSAL FOR SUPPLEMENTAL SECURITY INCOME APPEALS REPRESENTATION SERVICES"

The electronic material of the proposals, as stipulated in Subsection 7.7.10 of this RFP, must be submitted in a separate sealed package, plain marked in the upper left hand corner with the name and address of the Proposer and bear the words:

"CD'S FOR SUPPLEMENTAL SECURITY INCOME APPEALS REPRESENTATION SERVICES"

The Proposal(s) shall be delivered to:

County of Los Angeles
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746
Attn: Thu P. Pham, Management Fellow

It is the sole responsibility of the submitting Proposer to ensure that its Proposal is received before the submission deadline. Submitting Proposers shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. Any Proposals received after the scheduled closing date and time for receipt of Proposals, as listed in subsection 7.2, RFP Timetable, will not be accepted and returned to the sender unopened. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

NOTE: DURING THE RFP SUBMISSION PERIOD, AS STATED IN THIS RFP, PROPOSALS WILL BE ACCEPTED MONDAY THROUGH THURSDAY ONLY FROM 8:00 A.M. to 5:00 P.M. (Local Time).

8.0 SELECTION PROCESS AND EVALUATION CRITERIA

8.1 Selection Process

The County reserves the sole right to judge the contents of the proposals submitted pursuant to this RFP and to review, evaluate and select the successful proposal(s). The selection process will begin with receipt of the proposal**.**

Evaluation of the proposals will be made by an Evaluation Committee selected by the Department. The Committee will evaluate the proposals and will use the evaluation approach described herein to select a prospective contractor. All proposals will be evaluated based on the criteria listed below. All proposals will be scored and ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

After a prospective contractor(s) has been selected for recommendation to the Board, the County and the prospective contractor(s) will negotiate a contract for submission to the Board for its consideration and possible approval. County reserves the right to enter into simultaneous negotiations with more than one Proposer. If a satisfactory contract(s) cannot be negotiated, the County may, at its sole discretion, begin contract negotiations with the next qualified Proposer who submitted a proposal(s), as determined by the County.

The recommendation to award a contract will not bind the Board of Supervisors to award a contract to the prospective contractor.

The County retains the right to select a Proposal other than the Proposal receiving the highest number of points if County determines, in its sole discretion, another Proposal is the most overall qualified, cost-effective, responsive, responsible and in the best interest of the County.

8.2 Adherence to Minimum Requirements and Format

8.2.1 Adherence to Minimum Requirements (Pass/Fail)

County shall review the proposal and determine if the Proposer meets the minimum mandatory requirements as outlined in paragraph 3.0 of this RFP.

Failure of the Proposer to comply with the minimum requirements may, at County's sole discretion, eliminate its proposal from any further consideration. The County may elect to waive any informality in a proposal if the sum and substance of the proposal is present.

8.2.2 Adherence to Format

A proposal must adhere to the specific format outlined in Section 7.0, Proposal Submission Requirements, above. Each section must be specifically labeled and in the same order, as specified in Proposal Submission Requirements, Subsections 7.8 (Business Proposal Format) and 7.9 (Cost Proposal Format). Failure of the Proposer to adhere to this format may eliminate the proposal from any further consideration, as determined in County's sole judgment. The County may elect to waive an immaterial variance in a submitted proposal, if the sum and substance of the proposal is present, as determined in County's sole judgment.

8.3 Disqualification Review

A proposal may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If the County determines that a proposal is disqualified due to non-responsiveness, the Department shall notify the Proposer in writing. Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified.

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

1. The person or entity requesting a Disqualification Review is a Proposer;

2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and

3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-

responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

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

Proposer can also be disqualified for non-responsibility – See Section 5.8.

8.4 Business Proposal Evaluation and Criteria (75%)

Any reviews conducted during the evaluation of the proposal may result in a point reduction.

Proposals will receive a composite score and be ranked in numerical sequence from high to low. The Evaluation Committee may utilize the services of appropriate experts to assist in this evaluation.

8.4.1 Proposer's Qualifications (20%)

A. Background and Experience (15%)

Proposer will be evaluated on its documented experience providing the same or similar services as described in the RFP. This will include Proposer's experience in providing the required services, Proposer's experience in working with General Relief and CalWORKs participants and persons with disabilities.

Performance History Analysis

Proposer will be evaluated on verification of references, lists of current and terminated contracts.

In addition to the references provided, a review will include the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts.

This review may result in point deductions up to 100% of the total points awarded in this evaluation category, Proposer's Qualifications. Additionally, a review of terminated contracts will be conducted which may result in points deductions.

B. Financial Capability (5%)

Proposer will be evaluated on the Proposer's financial capability to perform the required services for the term of the contract. The review will include an analysis of Proposer's Financial Statements.

A review will be conducted to determine the magnitude of any pending litigation or judgments against the Proposer.

8.4.2 Proposer's Approach to Providing Required Services (25%)

A. Methodology to Provide SSI Appeals Representation Services

Proposer will be evaluated on its approach and methodology in providing SSI appeals representation services to meet or exceed the County's requirements provided in Appendix A, Statement of Work, such as establishing permanent disability, innovative, non-traditional ways of providing services to enhance performance, and methods to meet the win rate.

B. Proposer's Methodology to Serve the Population

Proposer will be evaluated on its methodology to serve the target population, including:

- The barriers and challenges faced by GR and CalWORKs participants.
- Techniques to serve difficult and non-compliant Participants and Participants whose disability may impair their ability to assist in preparing their appeal.
- Customer service plan; confidentiality; work stoppage; transition plans.

8.4.3 Proposer's Management and Staff Qualifications (15%)

A. Qualifications

Proposer will be evaluated on the Proposer's ability to demonstrate that the organization is adequately staffed and trained to perform the required services, and/or demonstrate the capability for recruiting such staff.

Qualifications of prospective Lead Hearing Representative, Hearing Representatives, Contract Manager, and Contract

Manager Alternate, assigned to manage the contract, as evidenced by:

- Current position with the firm;
- Number of years with firm;
- Work experience, relevance of experience, and training and education.

B. Staffing Plan

County will evaluate Proposer's Staffing Plan to determine whether Proposer will meet or exceed the contract's requirements, the Staffing Plan's consistency with the Proposer's stated methodology of providing SSI Appeals Representation services, and demonstrates:

- Proposed budget gives an accurate estimated amount to cover the cost, including the staffing plan for the estimated caseload, direct services required to provides services, and contract administration;
- Competent bilingual and culturally sensitive staff;
- Staff are qualified and trained; and
- Adequate, qualified back-up staff to ensure no interruption in service.

8.4.4 Quality Control Plan (10%)

The Proposer will be evaluated on its ability to establish and maintain a complete Quality Control Plan to ensure the requirements of this Contract are provided as specified. Evaluation of the Quality Control Plan shall cover the proposed monitoring system of all services.

8.4.5 Living Wage Compliance (5%)

A review/evaluation will be made based on the information provided in the proposal. The review/evaluation will include:

1. Financial Capability
2. Proposer's Staffing Plan
3. Demonstrated Controls over Labor/Payroll Record Keeping

    a. Proposer will be evaluated on the firm's labor/payroll record keeping system and regulatory compliance information provided in the proposal.

b. The County may conduct site visits to audit a Proposer's labor/payroll record keeping system and processes.

8.4.6 Exceptions to Terms and Conditions of Sample Contract and/or Requirements of the Statement of Work

Proposer will be evaluated on their willingness to accept the Terms and Conditions outlined in the Sample Contract, Appendix C, and the Requirements of the Statement of Work outlined in the Statement of Work, Appendix A as stated in Section 8 of the proposal. The County may deduct rating points or disqualify the proposal in its entirety if the exceptions are material enough to deem the proposal non-responsive.

County contracts contain certain clauses that require particular attention because they alert Proposers to requirements which are specific to public sector business dealings. It is the duty of every Proposer to review the Standard Terms and Conditions listed in Appendix C, Sample Contract, Appendix A, Statement of Work, and Appendix B, Statement of Work Exhibits. Proposers are to declare their acceptance of these terms or indicate if there are any exceptions to the terms and conditions. Any and all exceptions to Appendices A, B, and/or C must be set forth in detail in one place in the proposal, together with reasons, proposed alternative language, and reduction, if any, of the Proposer's price, should the County accept alternative language.

Any Proposer who fails to make timely exceptions as required herein at County's sole discretion may be barred from later making those exceptions. County may deduct 2% of the overall rating points, per exception, from any proposal that takes exception to a contract clause. Deductions for taking exceptions will not exceed ten percent of the total possible points for the Business Proposal. Proposer is further notified that the County may, in its sole determination, disqualify any Proposer with whom the County cannot satisfactorily negotiate a Contract.

8.5 Cost Proposal Evaluation Criteria (25%)

The maximum number of possible points will be awarded to the lowest "price per win". All other proposals will be compared to the lowest cost and points awarded accordingly.

However, should one or more of the Proposers request and be granted the Local SBE Preference, Transitional Job Opportunities Preference or the Disabled Veteran Business Enterprise Preference the cost component points will be determined as follows:

Local SBE Preference: Eight percent (8%) of the lowest cost proposed will be calculated, which shall not exceed $50,000, and that amount will be deducted from the Cost submitted by all Local SBE Proposers who requested and were granted the Local SBE Preference.

Transitional Job Opportunities Preference: Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Transitional Job Opportunities Preference.

Disabled Veteran Business Enterprise Preference: Eight percent (8%) of the lowest cost proposed will be calculated and that amount will be deducted from the Cost submitted by all Proposers who requested and were granted the Disabled Veteran Business Enterprise Preference up to the maximum of $50,000.

In no case shall any Preference be combined to exceed eight percent (8%) in response to any County solicitation.

8.6 Labor Law/Payroll Violations (Living Wage Solicitations)

Applying criteria as established in Appendix M of this RFP, the County may deduct from 1 to 20 percent of the maximum number of available evaluation points for labor law/payroll violations, with substantially increased deductions for a contractor's failure to disclose reportable violations. "Pending claims" (i.e., claims that do not have a final disposition) will not result in point deductions; however, such claims may be reported to the Board of Supervisors before a contract is awarded.

8.7 Department's Proposed Contractor Selection Review

8.7.1 Departmental Debriefing Process

Upon completion of the evaluation, the Department shall notify the remaining Proposers in writing that the Department is entering negotiations with another Proposer. Upon receipt of the letter, any non-selected Proposer may submit a written request for a Debriefing within the timeframe specified in the letter. A request for a Debriefing may, in the Department's sole discretion, be denied if the request is not received within the specified timeframe.

The purpose of the Debriefing is to compare the requesting Proposer's response to the solicitation document with the evaluation document. The requesting Proposer shall be debriefed only on its response. Because contract negotiations are not yet complete, responses from other Proposers shall not be discussed, although

the Department may inform the requesting Proposer of its relative ranking.

During or following the Debriefing, the Department will instruct the requesting Proposer of the manner and timeframe in which the requesting Proposer must notify the Department of its intent to request a Proposed Contractor Selection Review (see Subsection 8.7.2 below), if the requesting Proposer is not satisfied with the results of the Debriefing.

8.7.2 Proposed Contractor Selection Review

Any Proposer that has timely submitted a notice of its intent to request a Proposed Contractor Selection Review as described in this Section may submit a written request for a Proposed Contractor Selection Review, in the manner and timeframe as shall be specified by the Department.

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

1. The person or entity requesting a Proposed Contractor Selection Review is a Proposer;

2. The request for a Proposed Contractor Selection Review is submitted timely (i.e., by the date and time specified by the Department); and

3. The person or entity requesting a Proposed Contractor Selection Review asserts in appropriate detail with factual reasons one or more of the following grounds for review:

    a. The Department materially failed to follow procedures specified in its solicitation document. This includes:

        i. Failure to correctly apply the standards for reviewing the proposal format requirements.

        ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document.

        iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

    b. The Department made identifiable mathematical or other errors in evaluating proposals, resulting in the Proposer

receiving an incorrect score and not being selected as the recommended contractor.

c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation.

d. Another basis for review as provided by state or federal law; and

4. The request for a Proposed Contractor Selection Review sets forth sufficient detail to demonstrate that, but for the Department's alleged failure, the Proposer would have been the lowest cost, responsive and responsible bid or the highest-scored proposal, as the case may be.

Upon completing the Proposed Contractor Selection Review, the Department representative shall issue a written decision to the Proposer within a reasonable time following receipt of the request for a Proposed Contractor Selection Review, and always before the date the contract award recommendation is to be heard by the Board. The written decision shall additionally instruct the Proposer of the manner and timeframe for requesting a County Independent Review (see Subsection 8.8 below).

8.8 County Independent Review Process

Any Proposer that is not satisfied with the results of the Proposed Contractor Selection Review may submit a written request for a County Independent Review in the manner and timeframe specified by the Department in the Department's written decision regarding the Proposed Contractor Selection Review.

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

1. The person or entity requesting a County Independent Review is a Proposer;

2. The request for a County Independent Review is submitted timely (i.e., by the date and time specified by the Department); and

3. The person or entity requesting review by a County Independent Review has limited the request to items raised in the Proposed Contractor Selection Review and new items that (a) arise from the Department's written decision and (b) are one of the appropriate grounds for requesting a Proposed Contractor Selection Review as listed in Paragraph 8.7.2 above.

Upon completion of the County Independent Review, ISD will forward the report to the Department, which will provide a copy to the Proposer.

APPENDIX A
RFP STATEMENT OF WORK

STATEMENT OF WORK AND TECHNICAL EXHIBITS
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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.

APPENDIX A

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, and 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:

- <u>Stage 1 - Initial Application</u>

  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. Appendix B, Statement of Work Exhibits, Exhibit B-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

Contractor(s) shall provide SSI appeals representation services for the following eight (8) SSI Appeal Contract Regions, listed in Appendix B, SOW Exhibits, Exhibit B-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 Appendix B, 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), SOW Exhibit B-9 and Civil Rights Complaint Investigation Process, SOW Exhibit B-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

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 TRAINING

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

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 Exhibit, Exhibit B-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). 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, 4th Floor
Los Angeles, California 90012
Telephone: (800) 669 – 4000
info@.eeoc.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, Exhibit B-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 8:00 A.M. to 5:00 P.M., Monday through Friday, by at

least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract.

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 eight (8) hours a day, between 8:00 A.M. to 5:00 P.M. Monday through Friday.

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 County 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 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, Exhibit B-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, Exhibits B-7. If no SSI hearing is pending, the required forms include, but are not limited to:

- Exhibit B-7A: HA-501 Request for Hearing by Administrative Law Judge;
- Exhibit B-7B: HA-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; and
- Exhibit B-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

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, Exhibit B-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.jsp.

If the iAppeal website is unavailable, the Request for Hearing (HA-501) and related SSA forms, SOW Exhibits, Exhibit B-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, Exhibit B-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, Exhibit B-4, by Region to the County Contract Program Manager (CCPM) by the 15th 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 Monthly Management Report shall be sent to the CCPM with a copy to the CCA listed in Appendix C, Sample Contract, 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 County Contract Administrator (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, Exhibit B-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, Exhibit B-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 Section 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, Exhibit B-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, Exhibit B-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.

APPENDIX B

STATEMENT OF WORK EXHIBITS

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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 SSI Appeals Hearing Win Rate Standard.	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 RFP 4.4 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 21st workday.
SOW, Section 3.0, Contractor Responsibilities, Subsection 3.1, Personnel RFP 3.0	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 RFP 3.0	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.	a. Requires Contractor to provide a QC plan on Contract start date. b. Requires Contractor to comply with County approved plan.	100%	Semi-Annual review for compliance with the QC plan.	a. Late or incomplete QC plan $500 b. $50 a day
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.	Requires direct services be performed during the required hours of operation. Note: Contractor may have County-approved added optional business hours.	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.	$50 deduction per day if equipment and services not furnished. $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.

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.				$25 deduction for each occurrence.
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 15th 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.[1]
Reporting Tasks, SOW Section 4.14	Ensures MMR and Invoice are submitted timely.	Requires MMR be submitted by the 15th 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.

[1] 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	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

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 - 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 Metro East 2855 E. Olympic Blvd. Los Angeles, CA 90023	GR GR
REGION II	Wilshire Special 2415 West Sixth Street Los Angeles, CA 90057 Rancho Park 11110 W. Pico Blvd. Los Angeles, CA 90064	GR and CalWORKs 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
REGION V	Glendale 4680 San Fernando Rd. Glendale, CA 91204 Pasadena 955 N. Lake Pasadena, CA 91104	GR and CalWORKs GR
REGION VI	San Gabriel Valley 3352 Aerojet Ave. El Monte, CA 91731 Pomona 2040 W. Holt Ave. Pomona, CA 91768	GR and CalWORKs GR
REGION VII	South Central 10728 S. Central Ave. Los Angeles, CA 90059 Southwest Special 1326 W. Imperial Hwy. Los Angeles, CA 90044	GR GR
REGION VIII	Lancaster 349-B East Avenue K-6 Lancaster, CA 93535 San Fernando Branch 9188 Glenoaks Sun Valley, CA 91352	GR GR

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.

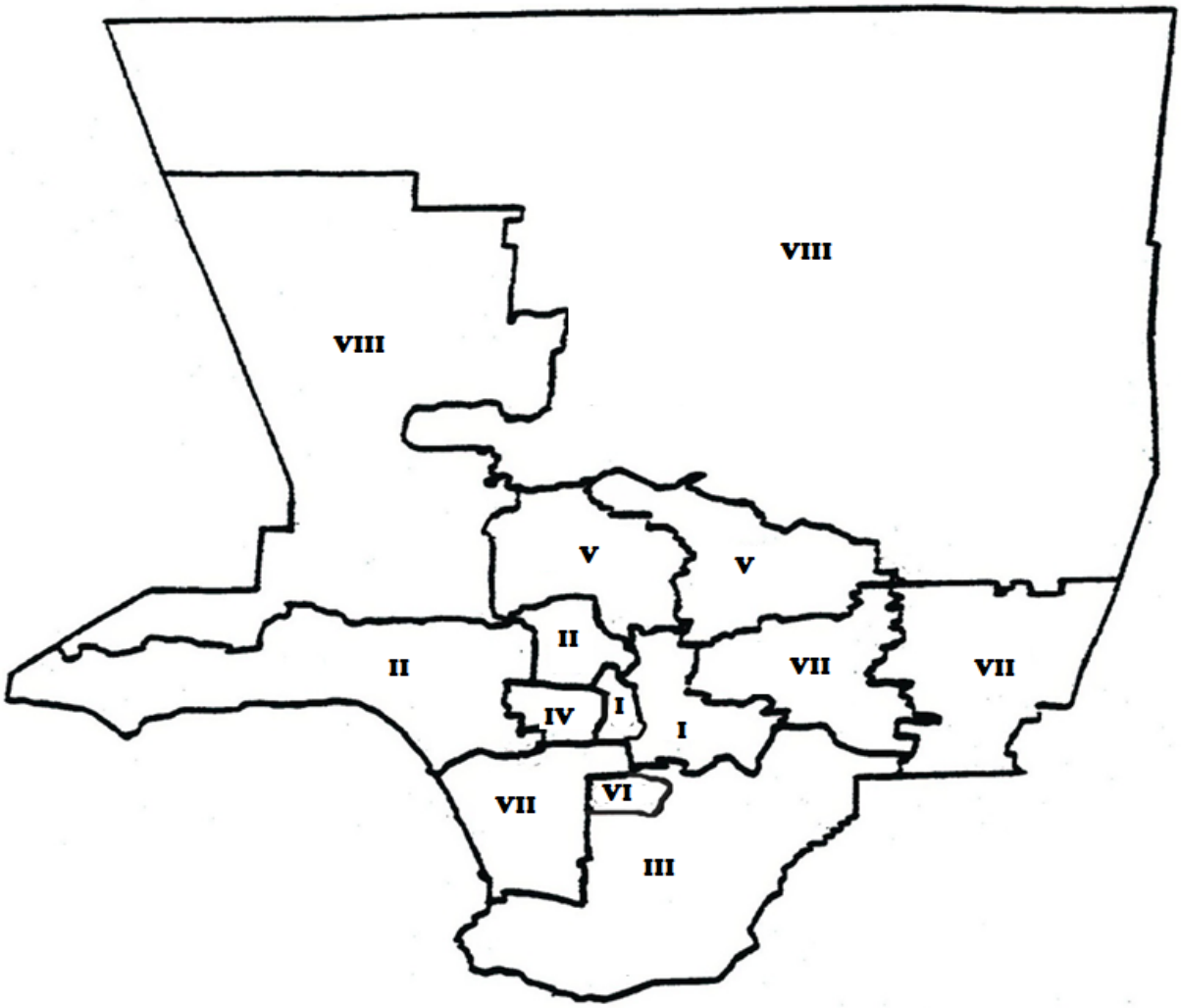
DISTRICT SERVICE AREAS FOR CalWORKs SSIMAP ADVOCATES*

GLENDALE	SAN GABRIEL VALLEY	WILSHIRE SPECIAL
West Los Angeles	Compton	Metro Family
East Valley	Florence	Exposition Park
Lancaster/Santa Clarita	El Monte	South Central
Pasadena	Pomona	Metro North
West Valley	Belvedere	South Family
Southwest Family	Norwalk	Cudahy
	Paramount	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	**Redesign**
Pasadena #03	104 N. Mentor Ave. Pasadena, CA 91106	Non-Redesign
South Special #07	171 E. Compton Blvd. Compton, CA 90220	**Redesign**
Southwest Special #08	12429 S. Avalon Blvd. Los Angeles, CA 90002	**Redesign**
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	**Redesign**
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	**Redesign**
Metro Special #70	1115 W. Adams Blvd. Los Angeles, CA 90007	**Redesign**

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. 0960-0269

REQUEST FOR HEARING BY ADMINISTRATIVE LAW JUDGE

*(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)*

See Privacy Act Notice

1. CLAIMANT NAME	CLAIMANT SSN	2. WAGE EARNER NAME, IF DIFFERENT	
3. CLAIMANT CLAIM NUMBER, IF DIFFERENT	4. SPOUSE'S NAME, IF NOT WAGE EARNER		SPOUSE'S CLAIM NUMBER OR SSN

5. 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.

6. I have additional evidence to submit. ☐ Yes ☐ No

Name and address of source of additional evidence:

(Please submit it to the hearing office within 10 days. Your servicing Social Security Office will provide the address. Attach an additional sheet if you need more space.)

7. Do not complete if the appeal is a Medicare issue.

Check one of the blocks:

☐ I wish to appear at a hearing.

☐ 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-4608)

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 ☐ ATTORNEY ☐ NON-ATTORNEY	
CITY	STATE ZIP CODE	CITY	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 _____ (Date) by: _____ (Print Name)

(Title) (Address) (Servicing FO Code) (PC 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 ☐ Yes ☐ No

☐ List of legal referral and service organizations provided

13. Interpreter needed ☐ Yes ☐ No

Language (including sign language): _____

14. Check one: ☐ Initial Entitlement Case ☐ Disability Cessation Case ☐ Other Postentitlement Case

16. HO COPY SENT TO: _____ HO on _____

☐ CF Attached: ☐ Title II; ☐ Title XVI; ☐ Title VIII; ☐ T XVIII;
☐ Title II CF held in FO ☐ Electronic Folder
☐ CF requested ☐ Title II; ☐ Title XVI; ☐ Title VIII; ☐ T XVIII
(Copy of email or phone report attached)

17. CF COPY SENT TO: _____ HO on _____

☐ CF Attached: ☐ Title II; ☐ Title XVI; ☐ Title XVIII
☐ Other Attached: _____

15. Check all claim types that apply:

☐ RSI only	(RSI)
☐ Title II Disability-worker or child only	(DIWC)
☐ Title II Disability-Widow(er) only	(DIWW)
☐ SSI Aged only	(SSIA)
☐ SSI Blind only	(SSIB)
☐ SSI Disability only	(SSID)
☐ SSI Aged/Title II	(SSAC)
☐ SSI Blind/Title II	(SSBC)
☐ SSI Disability/Title II	(SSDC)
☐ Title XVIII	(HI/SMI)
☐ Title VIII Only	(SVB)
☐ Title VIII/Title XVI	(SVB/SSI)
☐ Other - Specify: _____	

Form **HA-501-U5** (08-2012) ef (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 60-0050, 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 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. 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.***

Form **HA-501-U5** (08-2012) ef (08-2012)

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

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 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**. 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

SOCIAL SECURITY ADMINISTRATION

Form Approved
OMB No. 0960-0144

DISABILITY REPORT - APPEAL

For SSA Use Only
Do not write in this box.

Individual is filing:

☐ **Reconsideration**

☐ **Request for Review by Federal Reviewing Official**

☐ **Reconsideration for Disability Cessation**

Related SSN _____

Number Holder _____

Date of Last Disability Report _____

☐ **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.)*

_____ *Area Code* _____ *Number*

☐ Your Number ☐ Message Number ☐ None

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

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Use 08-2010 Edition Until Supply Exhausted

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 _____ *Area Code* _____ *Phone Number*	**PATIENT ID #** (If known)		NEXT **APPOINTMENT**
REASONS FOR VISITS _____			
WHAT **TREATMENT** DID YOU RECEIVE? _____			

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DISABILITY REPORT APPEAL

2.

NAME			**DATES**
STREET ADDRESS			**FIRST** VISIT
CITY	**STATE**	**ZIP**	**LAST** VISIT
PHONE (Area Code) (Phone Number)	**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			☐ **INPATIENT** STAYS *(Stayed at least overnight)*	DATE IN	DATE OUT
STREET ADDRESS					
CITY	STATE	ZIP	☐ **OUTPATIENT** VISITS *(Sent home same day)*	DATE FIRST VISIT	DATE LAST VISIT
PHONE (Area Code) (Phone Number)			☐ **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.

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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 _____ Area Code _____ Phone Number			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

f "**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.

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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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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.

SSA-3441-BK

DISABILITY REPORT APPEAL

SECTION 10 - 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**

Form **SSA-3441-BK** (08-2010) ef (07-2012) PAGE 8

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 rarely 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 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 (RSDI), 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 (SVB), if your claim concerns entitlement to Special Veterans Benefits.

Form **SSA-1696-U4** (03-2011) ef (03-2011)
Destroy Prior Editions

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-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

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 past-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 past-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 "Attorneys 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. 0960-0527

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 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-U4** (03-2011) ef (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. 0960-0527

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 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-U4 (03-2011) ef (03-2011)
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CLAIMANT COPY

SSA-1696

Appointment Representative

INFORMATION FOR CLAIMANTS

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), partners and/or parties 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 when his or her work on your claim(s) is complete. This written request describes in detail the amount of time your representative spent on each service he or she provided you. The request also gives the amount of the fee the representative wants 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 in the fee petition, contact your Social Security office. Please do this within 20 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 registers 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 waived 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. 0960-0623

WHOSE *Records to be Disclosed*

NAME *(First, Middle, Last, Suffix)*

SSN | Birthday *(mm/dd/yy)*

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;**

1. **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)
2. **Information about how my impairment(s) affects my ability to complete tasks and activities of daily living, and affects my ability to work.**
3. **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.**
4. **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 used 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 ▶

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) ▶

Date Signed	Street Address		
Phone Number (with area code)	City	State	ZIP

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

SIGN ▶

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

Phone Number (or Address)

Phone Number (or Address)

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 290dd-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 and 300; and State law.

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

Page1 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 in 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)(5)(A), 1614(a)(3)(H)(i), 1631(d)(l) and 1631(e)(1)(A) of the Social Security Act as amended, [42 U.S.C. 405(a), 433(d)(5)(A), 1382c(a)(3)(H)(i), 1383(d)(l) and 1383(e)(l)(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 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 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 these 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.socialsecurity.gov or at any 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. 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.*

SOCIAL SECURITY ADMINISTRATION

TOE 850

Form Approved
OMB No. 0960-0104

PETITION TO OBTAIN APPROVAL OF A FEE FOR REPRESENTING A CLAIMANT BEFORE THE SOCIAL SECURITY ADMINISTRATION

IMPORTANT INFORMATION ON REVERSE SIDE

I request approval to charge a fee of: Fee$ (Show the dollar amount)

for services performed as the representative of:

My Services Began: ____ / ____ / _____ (Month / Day / Year)

My Services Ended: ____ / ____ / _____

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)
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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.
- 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 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

PETITION TO OBTAIN APPROVAL OF A FEE FOR REPRESENTING A CLAIMANT BEFORE THE SOCIAL SECURITY ADMINISTRATION

IMPORTANT INFORMATION ON REVERSE SIDE

I request approval to charge a fee of: Fee$ (Show the dollar amount)

for services performed as the representative of:

My Services Began: ____ / ____ / _____ (Month / Day / Year)

My Services Ended: ____ / ____ / _____

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)
Destroy Prior Editions

CLAIMANT'S COPY

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 22041-3255.

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 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

PETITION TO OBTAIN APPROVAL OF A FEE FOR REPRESENTING A CLAIMANT BEFORE THE SOCIAL SECURITY ADMINISTRATION

IMPORTANT INFORMATION ON REVERSE SIDE

I request approval to charge a fee of: Fee$ (Show the dollar amount)

for services performed as the representative of:

My Services Began: ____ / ____ / _____ (Month / Day / Year)

My Services Ended: ____ / ____ / _____

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)
Destroy Prior Editions

OHA 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 416.1520 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.
- 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 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

You 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*** 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

(over)

- 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*** 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

Social Security Administration
SSA Publication No. 05-10075
ICN 468000
Unit of Issue - HD (one hundred)
February 2010 (June 2009 edition may be used)

DISTRICT LOCATIONS

REGION	DISTRICT	EXPECTED PRIMARY BILINGUAL NEEDS
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. 6TH 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 and request that an investigation be conducted.
(Please print your name)

I believe I was discriminated against because of my:

☐ RACE	☐ DISABILITY	☐ ETHNIC GROUP IDENTIFICATION
☐ NATIONAL ORIGIN	☐ RELIGION	☐ SEX
☐ MARITAL STATUS	☐ AGE	☐ COLOR
☐ POLITICAL AFFILIATION	☐ SEXUAL ORIENTATION	☐ 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.

_____ **ADDRESS:** _____
(SIGNATURE) **(DATE)**

_____

TELEPHONE: _____

PA – 607 (REVISED 06/11)

EXHIBIT B-10

Department of Public Social Services Civil Rights Complaint Investigation Process

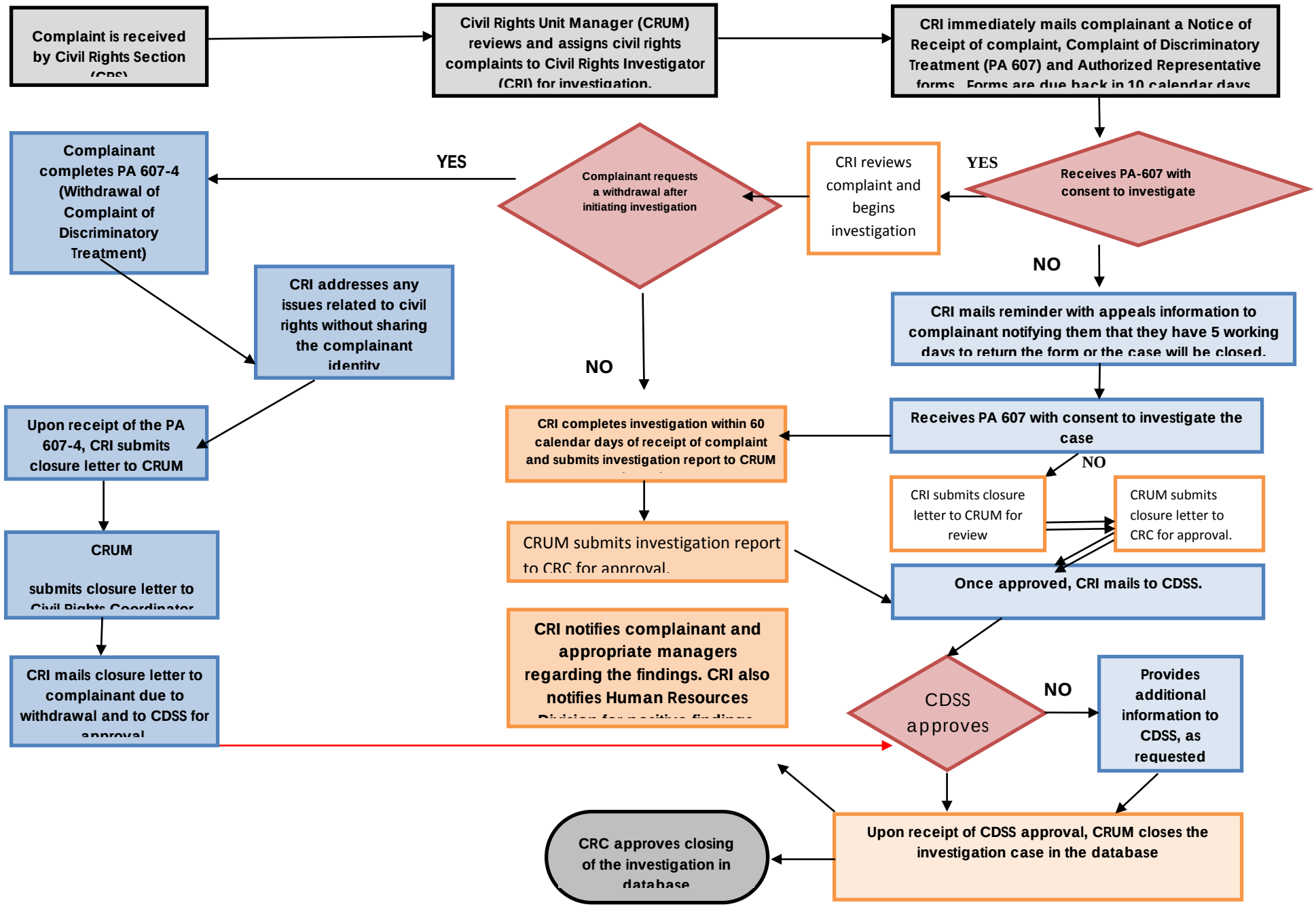

EXHIBIT B-11

CalWORKs SSI ADVOCACY PROGRAM -- CHIEF REPORT

July-14

	Data Month Jul-14	Cumulative Since 1/1/07	Active Cases Prior to 07
A. Intakes/Referrals			
1. Exemption/Portal Listing	60	11927	2
2. CalWORKs referrals	2	181	
3. GAIN referrals	2	3378	
4. Outreach (not included in total)	0	389	
5. Outbound Dialing (not included in total)	0		
Total (1+2+3)	64	15,486	
B. Appointments			
1. Scheduled (initial)	70	8504	
2. No shows (initial) (not included in total)	40	4358	
3. 2nd appointment or more	21	3466	
4. No shows (2nd appointment or more) (not included in total)	18	2087	
Total appointments scheduled (1+3)	91	11970	
C. SSI Applications filed			
1. Aged	0	24	
2. Blind	0	2	
3. Disabled	14	2174	
Total (1+2+3)	14	2200	
D. SSI Application Status			
1. Approvals			
a) 1st application	5	591	
b) Reconsideration	0	125	
c) Hearing	4	426	
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.)	6	620	
Total (a+b+c+d)	15	1762	
2. Denials			
a) Initial Denials (Number of recons filed)	6	917	
Did not want to continue process (not included in total)	1	194	
b) Reconsideration (Number of hearings filed)	6	616	
Did not want to continue process (not included in total)	0	43	
c) Hearing Denials	5	340	
d) Other (applications taken by someone other than CW SSIAP staff)	0	396	
Total (a+b+c+d)	17	2269	
E. Reason SSI application not taken by SSIAP staff			
a) No discernable disability	11	851	
b) Unwilling to apply	7	882	
c) Not elig due to immigration status	3	725	
d) Working	3	256	
e) Not receiving CalWORKs	8	954	
f) Receiving SSI	0	256	
g) *Receiving RSDI	3	145	
h) SSI application withdrawn	0	74	
i) Felon	0	7	
j) Receiving Worker's Compensation	0	33	
k) Appt notice not picked up at district by homeless pt.	0	28	
l) Deceased	1	17	
m) **SSI application pending	7	1460	
Total (add a thru m)	43	5688	
F. Home visits	0	11	
G. Pending/filed applications with SSA (C+Em)	21	3660	
H. ***SSI closed casess	24	2046	

*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
Region I	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	#	%	
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**
Region II																							
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**
Wilshire 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**
Region III																							
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**
Region IV																							
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**
Region V																							
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**
Region VI																							
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	**6,672**
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**
Region VII																							
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**
Region VIII																							
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	1	0.01	**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**
TOTAL	**96,383**	**92.81**	**5,167**	**4.98**	**1,418**	**1.37**	**54**	**0.05**	**130**	**0.13**	**163**	**0.16**	**139**	**0.13**	**108**	**0.10**	**34**	**0.03**	**163**	**0.16**	**89**	**0.09**	**103,848**

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**
TOTAL	**36,481**	**58.88**	**24,483**	**39.51**	**260**	**0.42**	**316**	**0.51**	**10**	**0.02**	**55**	**0.09**	**106**	**0.17**	**117**	**0.19**	**10**	**0.02**	**12**	**0.02**	**112**	**0.18**	**61,962**

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**
TOTAL	**36,481**	**58.88**	**24,483**	**39.51**	**260**	**0.42**	**316**	**0.51**	**10**	**0.02**	**55**	**0.09**	**106**	**0.17**	**117**	**0.19**	**10**	**0.02**	**12**	**0.02**	**112**	**0.18**	**61,962**

Represents the number of cases on the March 2014 Caseload Characteristics Report.

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DPSS CALWORKS CASELOAD BY PRIMARY LANGUAGE

REGION IV

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	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	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	**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	**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	**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	**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	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	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	**5,235**
TOTAL	**38,481**	**65.96**	**19,068**	**32.68**	**7**	**0.01**	**61**	**0.10**	**303**	**0.52**	**4**	**0.01**	**13**	**0.02**	**7**	**0.01**	**6**	**0.01**	**273**	**0.47**	**119**	**0.20**	**58,342**

Represents the number of cases on the March 2014 Caseload Characteristics Report.

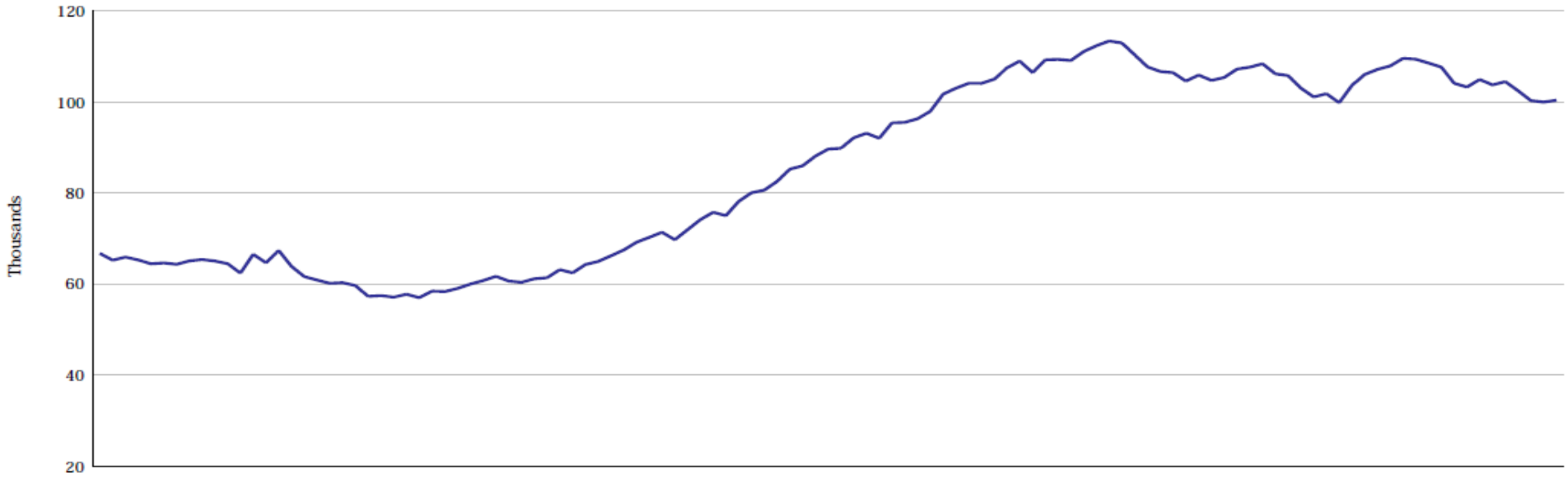
PERSONS AIDED – General Relief and CalWORKs

PERSONS AIDED

The case counts and trends in this Appendix B, SOW Exhibits, Exhibit B-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.

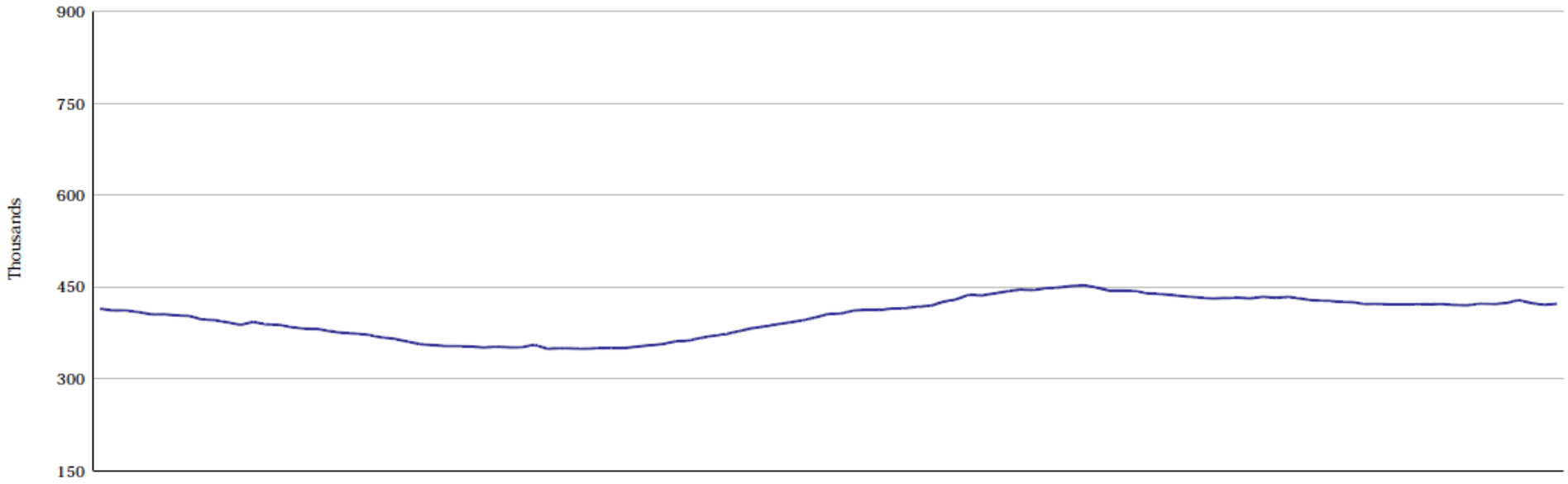
B-13(A) PERSONS AIDED – GENERAL RELIEF
B-13(B) PERSONS AIDED – CalWORKs

Persons Aided - General Relief
January 2005 to July 2014



	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
January	66,742	66,552	57,776	63,189	75,764	93,105	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	99,802	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	104,699	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	99,928
July	64,349	60,187	60,786	69,193	85,223	101,683	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	109,338	
September	65,397	59,683	60,678	71,387	88,079	104,057	112,898	106,145	108,494	
October	65,069	57,321	60,403	69,738	89,627	104,042	110,285	105,747	107,604	
November	64,484	57,487	61,178	71,942	89,813	104,969	107,656	103,006	104,070	
December	62,421	57,145	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	422,249
March	411,982	388,639	355,533	349,622	378,222	414,952	447,929	433,157	425,255	424,066
April	409,394	384,683	354,031	350,448	382,959	415,809	449,363	431,619	422,502	428,680
May	405,720	382,422	353,662	350,578	385,883	418,101	451,770	432,124	422,504	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	352,669	355,100	395,902	429,910	444,096	434,159	422,294	
September	397,342	374,190	351,816	357,008	400,534	437,714	444,308	432,602	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
Region I Civic Center 14 Metro East 15	26	308	95	48	8	4
Region II Rancho Park 60 Wilshire Special 10	23	281	61	61	5	5
Region III South Special 07	43	515	138	95	12	8
Region IV Metro Special 70	52	628	214	112	18	9
Region V Glendale 02 Pasadena 03	6	74	25	19	2	2
Region VI Pomona 36 San Gabriel Valley 20	20	239	54	35	5	3
Region VII Southwest Special 08 South Central 27	41	494	167	148	14	12
Region VIII Lancaster 34 San Fernando 32	32	384	96	63	8	5
Total	**244**	**2,923**	**850**	**581**	**71**	**48**

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
Region II Rancho Park 60 Wilshire Special 10	3	30	13	11	1	1
Region V Glendale 02 Pasadena 03	4	44	14	11	1	1
Region VI Pomona 36 San Gabriel Valley 20	3	35	7	2	1	0
Total	**9**	**109**	**34**	**24**	**3**	**2**

The figures in Appendix B, Statement of Work Exhibits, Exhibit B-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 Appendix B, Statement of Work Exhibits, Exhibit B-14.

Contract Number: _____

APPENDIX C

SAMPLE CONTRACT

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

AND

(CONTRACTOR)

FOR

SUPPLEMENTAL SECURITY INCOME APPEALS REPRESENTATION SERVICES

SAMPLE CONTRACT PROVISIONS

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SAMPLE CONTRACT PROVISIONS

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CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

AND

_____

FOR

SUPPLEMENTAL SECURITY INCOME
APPEALS REPRESENTATION SERVICES

This Contract and Exhibits made and entered into this ___ day of _____, 2015 by and between the County of Los Angeles, hereinafter referred to as County and _____, hereinafter referred to as Contractor. Contractor's principal place of business is located at _____.

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, V, W, and X are attached to and form a part of this Contract. (Note: The Exhibits listed here are currently labeled as they would in the Contract; however, these Exhibits are identified below as Appendices, as listed in the RFP.) 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 Appendices, or between Appendices, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Appendices according to the following priority.

Standard Exhibits:

1.1	Appendix A	Statement of Work (SOW)
1.2	Appendix B	SOW Technical Exhibits
1.3	Appendix C, Exhibit C	Contractor's Budget and Employee Benefits Sheets
1.4	Appendix C, Exhibit F	County's Administration
1.5	Appendix D, Form 5	Certificate of No Conflict Of Interest
1.6	Appendix D, Form 6	Familiarity with the County Lobbyist Ordinance Certification
1.7	Appendix D, Form 8	Contractor's EEO Certification
1.8	Appendix D, Form 16	Living Wage Program Payroll Statement of Compliance
1.9	Appendix D, Form 19	Contractor's Staffing Plan
1.10	Appendix D, Form 20	Charitable Contributions Certification
1.11	Appendix D, Form 22	Certification of Compliance with the County Defaulted Property Tax Reduction Program

1.12	Appendix D, Form 24	Contractor Acknowledgment and Confidentiality Agreement
1.13	Appendix D, Form 24	Contractor Employee Acknowledgment and Confidentiality Agreement
1.14	Appendix D, Form 24	Contractor Non-Employee Acknowledgment and Confidentiality Agreement
1.15	Appendix D, Form 26	Certificate Regarding Debarment, Suspension, Ineligibility Voluntary Exclusion - Lower Tiered Covered Transactions (C.F.R. PART 76)
1.16	Appendix D, Form 27	Contractor's Administration
1.17	Appendix D, Form 28	Contractor's Proposed Invoice Format
1.18	Appendix G	Jury Service Ordinance
1.19	Appendix I	IRS Notice 1015
1.20	Appendix J	Safely Surrendered Baby Law
1.21	Appendix K	Living Wage Ordinance
1.22	Appendix O	Defaulted Tax Program Ordinance
1.23	Appendix P	Monthly Certification for Applicable Health Benefit Payments

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 sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **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 **Business Day(s):** Monday through Friday between the hours of 8:00 AM and 5:00 PM, excluding County Holidays.

2.8 **Calendar Day(s):** All days of the week including Saturdays, Sundays, and County Holidays.

2.9 **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).

2.10 **Case Number:** A unique, seven-digit alphanumeric used to identify individual public assistance DPSS case records.

2.11 **Claims Folder:** The Social Security Income claimant's file as prepared and maintained by Social Security Administration (SSA).

2.12 **Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Appendix A.

2.13 **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.

2.14 **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.

2.15 **Contract Management Division (CMD):** The division under the Department of Public Social Services responsible for the Contract.

2.16 **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.

2.17 **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.

2.18 **County Contract Administrator (CCA):** Person designated by County Contract Director to manage and oversee the day-to-day operations under this Contract.

2.19 **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.

2.20 **County Contract Program Manager (CCPM**): Person designated to 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.

2.21 **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.

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

2.23 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.

2.24 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.

2.25 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.

2.26 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.

2.27 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.

2.28 DPSS SSIMAP Advocate: Also referred to as the SSI Advocate -DPSS SSIMAP Advocate is a County employee responsible for assisting General Relief and CalWORKs Participants through the SSI application process.

2.29 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.

2.30 Fiscal Year: The twelve (12) month period, beginning July 1st and ending the following June 30th commonly known as County Fiscal Year.

2.31 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.

2.32 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.

2.33 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.

2.34 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.

2.35 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.

2.36 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.

2.37 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.

2.38 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.

2.39 Participant: An individual who is receiving assistance through the CalWORKs or General Relief Program.

2.40 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.

2.41 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.

2.42 Statement of Work: Appendix A of this Contract which describes the specific requirements for services and deliverables associated with these services and other work as set forth therein.

2.43 Social Security Administration (SSA): The department of the federal Government responsible for the Social Security and Supplemental Security Income programs.

2.44 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.

2.45 Standards: Minimum requirements set by the County for Contractor to perform a service or activity.

2.46 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

2.47 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.

2.48 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.

2.49 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.

2.50 SSI Approval: SSI Approval occurs when a Participant is found eligible for SSI or SSDI/RDSHI because a favorable decision has been reached, and is verifiable by documentation from the Social Security Administration.

2.51 SSI Denial: SSI Denial occurs when a 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.

2.52 **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.

2.53 **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 SSIMAP Advocates for the Participants applying for SSI.

2.54 **SSIMAP Liaison:** The County employee assigned at designated County offices to oversee SSIMAP Advocate activities.

2.55 **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.

2.56 **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 SSIMAP 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.

2.57 **Task(s):** Activities to be performed by Contractor under this Contract including those identified in Appendix B, Statement of Work Exhibits.

2.58 **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.).

2.59 **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 the date of Board's 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 Appendix C, 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 Contractor shall be paid a fixed fee of $____ per SSI Approval for cases referred to Contractor during the term of the Contract. The estimated cost of the Contract is $_____ 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 5.1.2 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 The estimated contract amount by County Fiscal Year shall be as follows:

September 1, 2015 – June 30, 2016 $_____

July 1, 2016 – June 30, 2017 $_____

July 1, 2017 – June 30, 2018 $_____

July 1, 2018 – August 31, 2018 $_____

5.1.2 Performance Incentives and Deductions:

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

5.1.1.2 Contractor shall be subject to a performance deduction of $5,000 if the SSI Appeals Hearing Win Rate for the Fiscal Year is less than 54 percent.

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 Appendix C, 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 Appendix 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's payments shall be as provided in Appendix D, Form 11, Bid Sheet, and 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 Contractor's invoices shall be priced in accordance with Appendix D, Form 11, Bid Sheet. The firm fixed price per verified and documented SSI Approval is $___ 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 Appendix 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 15th 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:

- Appendix P - Monthly Certification for Applicable Health Benefit Payments

- Appendix D, Form 16, 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 Appendix C, Exhibit F.

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the 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 Appendix C, 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, Sub-section 8.1, Amendments and Change Notices.

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 Sub-section 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 Project Manager or 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 and Changes.

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 Providing 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 County's Contract Program Manager 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 Appendix D, Form 27, 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

7.3.1 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 Paragraph 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 Paragraph 7.7, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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", Appendix D, Form 24.

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", Appendix D, Form 24.

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", Appendix D, Form 24.

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 Paragraph 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 sub-paragraph, 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 Appendix 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, 42USC 1857 (h))
7. Clean Water Act (Section 508, 33USC 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 Paragraph 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 Appendix D, Form 8, 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 Appendix G 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 sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one (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 sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

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 sub-paragraph 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 sub-paragraph 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 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.

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 Appendix B, Statement of Work Exhibits, Exhibit B-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 sub-paragraph 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 sub-paragraph 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 sub-paragraph, 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 sub-paragraph 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 Appendix C, 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 as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, SOW Exhibit B-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 sub-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 sub-paragraph 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 sub-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 Appendix D, Form 8, 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 sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 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, Appendix I.

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 Appendix J of this Contract and is also available on the Internet at 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 Appendix C, Exhibit F, County's Administration and Appendix D, Form 27, 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 sub-paragraph 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 sub-paragraph 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 sub-paragraph 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 subparagraph 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 subparagraph, 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 Appendix C, 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.

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 sub-paragraph 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 sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 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.

8.42.2 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.

8.42.3 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 sub-paragraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 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.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-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 sub-paragraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 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 sub-paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-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 sub-paragraph 8.42 - Termination for Convenience.

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

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 Appendix K and incorporated by reference in sub-paragraph 9.1.2.1(a) 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 Subparagraph 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 sub-paragraph, "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 sub-paragraph. The provisions of this sub-paragraph 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 (Appendix P and Appendix D, Form 16), 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 sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph 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 sub-paragraph, 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 sub-paragraph 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, Appendix D, Form 20, 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

9.9.1 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.

9.9.2 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.

9.9.3 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.

9.9.4 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 Sub-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.

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 Appendix 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: (_____)
Name

By _____
Signature

_____
Print Name

_____
Title

DEPARTMENT OF PUBLIC SOCIAL SERVICES:

By: _____ _____
Sheryl L. Spiller, Director Date

COUNTY OF LOS ANGELES

By_____
(Mayor/Chairman), Board of Supervisors

ATTEST:

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

By_____

APPROVED AS TO FORM:

Mark J. Saladino
County Counsel

By_____
Melinda White-Svec
Deputy County Counsel

APPENDIX D

REQUIRED FORMS

FOR

REQUEST FOR PROPOSALS (RFP)

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APPENDIX D – FORM 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Please complete, date and sign this form and place it as the first page of your proposal. The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a Contract.

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

   _____ _____ _____
   Name State Year Inc.

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

   _____

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

Name	County of Registration	Year became DBA

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

   Name of parent firm: _____

   State of incorporation or registration of parent firm:_____

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

Name	Year of Name Change

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

   _____

   _____

APPENDIX D – FORM 1

PROPOSER'S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer acknowledges and certifies that it meets and will comply with all of the Minimum Mandatory Requirements listed in Paragraph 1.4 - Minimum Mandatory Requirements, of this Request for Proposal, as listed below.

Check the appropriate boxes:

☐ **Yes** ☐ **No** _____ years experience, within the last ___ years

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

Proposer's Name:

_____

Address:

_____

_____

E-mail address:_____ Telephone number:_____

Fax number: _____

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

_____	_____
Signature	Internal Revenue Service Employer Identification Number
_____	_____
Title	California Business License Number
_____	_____
Date	County WebVen Number

APPENDIX D – FORM 2

PROSPECTIVE CONTRACTOR REFERENCES

Proposer's Name:_____

List Five (5) References where the same or similar scope of services were provided in order to meet the Minimum Requirements stated in this solicitation.

1. Name of Firm	**Address of Firm**	**Contact Person**	**Title**	**Telephone #** ( )	**Email**
Name or Contract No.	# of Years / Term of Contract		Type of Service		Dollar Amt.
2. Name of Firm	**Address of Firm**	**Contact Person**		**Telephone #** ( )	**Email**
Name or Contract No.	# of Years / Term of Contract		Type of Service		Dollar Amt.
3. Name of Firm	**Address of Firm**	**Contact Person**		**Telephone #** ( )	**Email**
Name or Contract No.	# of Years / Term of Contract		Type of Service		Dollar Amt.
4. Name of Firm	**Address of Firm**	**Contact Person**		**Telephone #** ( )	**Email**
Name or Contract No.	# of Years / Term of Contract		Type of Service		Dollar Amt.
5. Name of Firm	**Address of Firm**	**Contact Person**		**Telephone #** ( )	**Email**
Name or Contract No.	# of Years / Term of Contract		Type of Service		Dollar Amt.

APPENDIX D – FORM 3

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

Proposer's Name:_____

List of all public entities for which the Proposer has provided service within the last three (3) years. Use additional sheets if necessary.

1. Name of Firm	**Address of Firm**	**Contact Person**	**Title**	**Telephone #** ( )	**Email**
Name or Contract No.	# of Years / Term of Contract		Type of Service		Dollar Amt.
2. Name of Firm	**Address of Firm**	**Contact Person**		**Telephone #** ( )	**Email**
Name or Contract No.	# of Years / Term of Contract		Type of Service		Dollar Amt.
3. Name of Firm	**Address of Firm**	**Contact Person**		**Telephone #** ( )	**Email**
Name or Contract No.	# of Years / Term of Contract		Type of Service		Dollar Amt.
4. Name of Firm	**Address of Firm**	**Contact Person**		**Telephone #** ( )	**Email**
Name or Contract No.	# of Years / Term of Contract		Type of Service		Dollar Amt.
5. Name of Firm	**Address of Firm**	**Contact Person**		**Telephone #** ( )	**Email**
Name or Contract No.	# of Years / Term of Contract		Type of Service		Dollar Amt.

APPENDIX D – FORM 4

PROSPECTIVE CONTRACTOR LIST OF TERMINATED CONTRACTS

Proposer's Name:_____

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

1. Name of Firm	**Address of Firm**	**Contact Person**	**Title**	**Telephone #** ( )	**Email**
Name or Contract No.	Reason for Termination:				
2. Name of Firm	**Address of Firm**	**Contact Person**		**Telephone #** ( )	**Email**
Name or Contract No.	Reason for Termination:				
3. Name of Firm	**Address of Firm**	**Contact Person**		**Telephone #** ( )	**Email**
Name or Contract No.	Reason for Termination:				
4. Name of Firm	**Address of Firm**	**Contact Person**		**Telephone #** ( )	**Email**
Name or Contract No.	Reason for Termination:				

APPENDIX D – FORM 5

CERTIFICATION OF NO CONFLICT OF INTEREST

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

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;

3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:

    a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or

    b. Participated in any way in developing the contract or its service specifications; and

4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

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

_____
Proposer Name

_____
Proposer Official Title

_____
Official's Signature

Cert. of No Conflict of Interest

APPENDIX D – FORM 6

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Proposer certifies that:

1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;

2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and

3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Signature:_____

Date:_____

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____
COUNTY VENDOR NUMBER:_____

- ❑ As a Local SBE, certified by the County of Los Angeles, Internal Services Department, I request this proposal/bid be considered for the Local SBE Preference.
- ❑ Attached is my Local SBE Certification letter issued by the County

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

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise ❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES:
If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

APPENDIX D – FORM 7

Use this form for County Solicitations which **are** subject to the Federal Restriction

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

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

I. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:

FIRM NAME: _____

CAGE CODE:_____ **NAICS CODE:**_____

- ❑ As a business registered as 'Small' on the federal Central Contractor Registration (CCR) data base, I request this proposal/bid be considered for the Local SBE Preference.
- ❑ The NAICS Code shown corresponds to the services in this solicitation.
- ❑ Attached is my CCR certification page.

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

Business Structure: ❑ Sole Proprietorship ❑ Partnership ❑ Corporation ❑ Non-Profit ❑ Franchise ❑ Other (Please Specify) _____

Total Number of Employees (including owners)**:**

Race/Ethnic Composition of Firm. Please distribute the above total number of individuals into the following categories:

Race/Ethnic Composition	Owners/Partners/ Associate Partners		Managers		Staff	
	Male	Female	Male	Female	Male	Female
Black/African American						
Hispanic/Latino						
Asian or Pacific Islander						
American Indian						
Filipino						
White						

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

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

IV. CERTIFICATION AS MINORITY, WOMEN, DISADVANTAGED, AND DISABLED VETERAN BUSINESS ENTERPRISES: *If your firm is currently certified as a minority, women, disadvantaged or disabled veteran owned business enterprise by a public agency, complete the following and attach a copy of your proof of certification. (Use back of form, if necessary.)*

Agency Name	Minority	Women	Dis-advantaged	Disabled Veteran	Expiration Date

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

Print Authorized Name	Authorized Signature	Title	Date

APPENDIX D – FORM 8

PROPOSER'S EEO CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

GENERAL

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

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	( )	( )

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

APPENDIX D – FORM 9

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

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

To report all job openings with job requirements to obtain qualified GAIN/GROW participants as potential employment candidates, Contractor shall email: GAINGROW@dpss.lacounty.gov.

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

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

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

_____ YES (subject to verification by County) _____ NO

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

_____ YES _____ NO

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

_____ YES _____ NO _____ N/A (Program not available)

Proposer's Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Telephone No: _____ Fax No: _____

APPENDIX D – FORM 10

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

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

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

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

Part I: Jury Service Program is Not Applicable to My Business

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

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

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

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

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

OR

Part II: Certification of Compliance

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

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

Print Name:	Title:
Signature:	Date:

APPENDIX D – FORM 11

BID SHEET

GENERAL RELIEF (GR) and CALIFORNIA WORK OPPORTUNITIES AND RESPONSIBILITY FOR KIDS (CalWORKs) SUPPLEMENTAL SECURITY INCOME (SSI) APPEALS REPRESENTATION SERVICES

One Bid Sheet is required for each Region. I agree to provide the specified services for Los Angeles County. The firm-fixed rate per completed (win) SSI Appeals, for the one contract region selected, for the term of the three (3) year contract, is as follows:

REGION ***(Select One Region only from the Eight Regions identified in the table below)***	***GR and CalWORKs*** ***SSI APPEALS HEARING REPRESENTATION FIRM FIXED UNIT COST PER SSI APPROVAL FOR THE REGION SELECTED***
_____	**$**_____

The Eight Regions are as follows:

REGION I **Civic Center** **Metro East**	**REGION II** **Wilshire Special** **Rancho Park**	**REGION III** **South Special**	**REGION IV** **Metro Special**
REGION V **Glendale** **Pasadena**	**REGION VI** **Pomona** **San Gabriel**	**REGION VII** **South Central** **SW Special**	**REGION VIII** **Lancaster** **San Fernando**

APPENDIX D – FORM 11

BID SHEET (Continued)

GENERAL RELIEF (GR) and CALIFORNIA WORK OPPORTUNITIES AND RESPONSIBILITY FOR KIDS (CalWORKs) SUPPLEMENTAL SECURITY INCOME (SSI) APPEALS REPRESENTATION SERVICES

The undersigned offers to furnish all personnel, labor and materials necessary for GR and CalWORKs SSI Appeals Representation Services. The bid includes any sales tax, if applicable. Said work shall be done for the period prescribed and in the manner set forth in Statement of Work.

This bid shall remain firm for one year following the last day to accept proposals.

I declare that the computations used to arrive at the cost for the SSI Appeal Hearing entered above, are as follows.

_____ _____

Signature of Authorized Agent Date

_____

Typed Name of Authorized Agent

_____

Firm Name

_____

_____

_____

Firm Address

APPENDIX D – FORM 12

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION AND ACKNOWLEDGEMENT OF RFP RESTRICTIONS

A. By submission of this Proposal, Proposer certifies that the prices quoted herein have been arrived at independently without consultation, communication, or agreement with any other Proposer or competitor for the purpose of restricting competition.

B. List all names and telephone number of person legally authorized to commit the Proposer.

NAME	PHONE NUMBER
_____	_____
_____	_____
_____	_____

NOTE: Persons signing on behalf of the Contractor will be required to warrant that they are authorized to bind the Contractor.

C. List names of all joint ventures, partners, subcontractors, or others having any right or interest in this contract or the proceeds thereof. If not applicable, state "NONE".

_____

_____

D. Proposer acknowledges that it has not participated as a consultant in the development, preparation, or selection process associated with this RFP. Proposer understands that if it is determined by the County that the Proposer did participate as a consultant in this RFP process, the County shall reject this proposal.

_____
Name of Firm

_____
Print Name of Signer Title

_____
Signature Date

APPENDIX D – FORM 13

LINE ITEM BUDGET SHEET

SSI APPEALS REPRESENTATION SERVICES BUDGET SHEET

(Submit one Budget Sheet for each region bid on) Region.....

DIRECT COST (List each staff classification)

Payroll:	FTE*	Hourly Rate	Monthly Salary
Employee Classification	_____	$_____	$_____
Employee Classification	_____	$_____	$_____
Employee Classification	_____	$_____	$_____
Others (Please continue to list)			

Total Salaries and Wages **$**_____

***FTE = Full Time Equivalent Positions**

Employee Benefits	No. of Employees	Monthly Cost per FTE
Medical Insurance	_____	$_____
Dental Insurance	_____	$_____
Life Insurance	_____	$_____
Other (list)	_____	$_____

Total Benefits **$**_____

Payroll Taxes (List all appropriate, e.g., FICA, SUI, Workers' Compensation, etc.)

_____ $_____
_____ $_____
_____ $_____
_____ $_____

Total Payroll Taxes **$**_____

Insurance (List Type/Coverage. See Sample Contract, Sub-paragraph 8.25, Insurance Coverage Requirements)

_____ $_____
_____ $_____
_____ $_____

Vehicles $_____
Supplies $_____
Services $_____
Office Equipment $_____
Telephone/Utilities $_____
Other (please continue to list) $_____

Total Insurance/Misc. S & S **$**_____

TOTAL DIRECT COSTS **$**_____

INDIRECT COST (List all appropriate)

General Accounting/Bookkeeping $_____
Management Overhead (Specify) $_____
Other (Specify) $_____

TOTAL INDIRECT COSTS **$**_____

TOTAL DIRECT AND INDIRECT COST **$**_____

PROFIT (Please enter percentage :_____%) **$**_____

TOTAL MONTHLY COSTS **$**_____

APPENDIX D – FORM 13

REQUIRED LINE ITEM BUDGET NARRATIVE

(Submit one Budget Narrative for each region bid on) Region_____

Proposers are required to complete a budget narrative for each separate line item in their budget. All figures and compilations must be clearly explained.

APPENDIX D – FORM 14

EMPLOYEE BENEFITS

Medical Insurance/Health Plan:

Employer Pays $_____Employee Pays $_____Total Mo. Premium $_____

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 $_____Employee Pays $_____Total Mo. Premium $_____

Life Insurance:
Employer Pays $_____Employee Pays $_____Total Mo. Premium $_____

Vacation:
Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Sick Leave:

Number of Days _____ and

Any increase after _____ years of employment, number of days or hours _____

Holidays:

Number of Days _____ per year

Retirement:
Employer Pays $_____Employee Pays $_____Total Premium $_____

COUNTY OF LOS ANGELES

LIVING WAGE PROGRAM

APPENDIX D – FORM 15

CONTRACTOR NON-RESPONSIBILITY DEBARMENT
ACKNOWLEDGEMENT AND STATEMENT OF COMPLIANCE

The undersigned individual is the owner or authorized agent (Agent) of the business entity or organization ("Firm") identified below and makes the following statements on behalf of his or her Firm.

The Agent is required to check each of the following two boxes:

LIVING WAGE ORDINANCE:

☐ **The Agent has read the County's Living Wage Ordinance (Los Angeles County Code Section 2.201.010 through 2.201.100), and understands that the Firm is subject to its terms.**

CONTRACTOR NON-RESPONSIBILITY AND CONTRACTOR DEBARMENT ORDINANCE:

☐ The Agent has read the County's Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance (Los Angeles County Code Section 2.202.010 through 2.202.060), and understands that the Firm is subject to its terms.

LABOR LAW/PAYROLL VIOLATIONS:

A "Labor Law/Payroll Violation" includes violations of any federal, state or local statute, regulation, or ordinance pertaining to wages, hours or working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination.

History of Alleged Labor Law/Payroll Violations (Check One):

☐ The Firm **HAS NOT** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of the proposal; **OR**

☐ The Firm **HAS** been named in a complaint, claim, investigation or proceeding relating to an alleged Labor Law/Payroll Violation which involves an incident occurring within three (3) years of the date of this proposal. (I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each allegation.)

History of Determinations of Labor Law /Payroll Violations (Check One):

☐ There **HAS BEEN NO** determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation; **OR**

☐ There **HAS BEEN** a determination by a public entity within three (3) years of the date of the proposal that the Firm committed a Labor Law/Payroll Violation. I have attached to this form the required Labor/Payroll/Debarment History form with the pertinent information for each violation (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding.) *(The County may deduct points from the proposer's final evaluation score ranging from 1% to 20% of the total evaluation points available with the largest deductions occurring for undisclosed violations.)*

HISTORY OF DEBARMENT (Check one):

☐ The Firm **HAS NOT** been debarred by any public entity during the past ten (10) years; **OR**

☐ The Firm **HAS** been debarred by a public entity within the past ten (10) years. Provide the pertinent information (including each reporting entity name, case number, name and address of claimant, date of incident, date claim opened, and nature and disposition of each violation or finding) on the attached Labor/Payroll/Debarment History form.

I declare under penalty of perjury under the laws of the State of California that the above is true, complete and correct.

Owner's/Agent's Authorized Signature	Print Name and Title
Print Name of Firm	Date

APPENDIX D – FORM 16

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:	Print Name of Owner:
Print Address of Firm:	Owner's/Agent's Authorized Signature:
City, State, Zip Code:	Print Name and Title:

Public Entity Name:		Date of Incident:
Case Number/Date Claim Opened:	Case Number:	Date Claim Opened:
Name and Address of Claimant:	Name:	
	Street Address:	
	City, State, Zip:	
Description of Work: (e.g., janitor)		
Description of Allegation and/or Violation:		
Disposition of Finding (attach disposition letter): (e.g., Liquidated Damages, Penalties, Debarment, etc.)		

☐ Additional Pages are attached for a total of _____ pages.

COUNTY OF LOS ANGELES

LIVING WAGE ORDINANCE

APPENDIX D – FORM 17

LIVING WAGE DECLARATION

The contract to be awarded pursuant to this Request for Proposal (RFP) is subject to the County of Los Angeles Living Wage Ordinance (Living Wage Program). You must declare your intent to comply with the Living Wage Program.

If you believe that you are exempt from the Living Wage Program, please complete the Application for Exemption form and submit it, as instructed in the RFP, to the County awarding department.

Please check the option that best describes your intention to comply with the Living Wage Program.

☐ I do **not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract. I will pay an hourly wage rate of not less than **$11.84 per hour** per employee.

☐ I do **have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract, but will pay into the plan **less than $2.20 per hour** per employee. Therefore, I will pay an hourly wage of not less than **$11.84 per hour** per employee.

☐ I do **have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract, and will pay into the plan **at least $2.20 per hour** per employee. Therefore, I will pay an hourly wage of at least **$9.64 per hour** per employee.

Health Plan(s): Company Insurance Group Number:

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: (Specify)

PRINT COMPANY NAME:	
I declare under penalty of perjury under the laws of the State of California that the above is true and correct:	
SIGNATURE:	DATE:
PRINT NAME:	TITLE OR POSITION:

APPLICATION FOR EXEMPTION

The contract to be awarded pursuant to the County's solicitation is subject to the County of Los Angeles Living Wage Program (LW Program) (Los Angeles County Code, Chapter 2.201). Contractors and subcontractors must apply individually for consideration for an exemption from the LW Program. To apply, Contractors must complete and submit this form with supporting documentation to the County after the Mandatory Proposers Conference and by the due date set forth in the solicitation document. Upon review of the submitted Application for Exemption, the County department will determine, in its sole discretion, whether the contractor and/or subcontractor is/are exempt from the LW Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Facsimile Number:	Email Address:
Awarding Department:		Contract Term:
Type of Service:		
Contract Dollar Amount:		Contract Number (if any):

I am requesting an exemption from the LW Program for the following reason(s) (*attach to this form all documentation that supports your claim*):

- ☐ My business is a non-profit corporation qualified under Internal Revenue Code Section 501(c)(3) *(attach IRS Determination Letter)*.
- ☐ My business is a Small Business (as defined in the Living Wage Ordinance) which is not an affiliate or subsidiary of a business dominant in its field of operation **AND** during the contract period will have 20 or fewer full- and part-time employees; **AND**
  - ☐ Has less than $1 million in annual gross revenues in the preceding fiscal year including the proposed contract amount; **OR**
  - ☐ Is a technical or professional service that has less than $2.5 million in annual gross revenues in the preceding fiscal year including proposed contract amount.
- ☐ My business has received an aggregate sum of less than $25,000 during the preceding 12 months under one or more Proposition A contracts and/or cafeteria services contracts, including the proposed contract amount.

APPLICATION FOR EXEMPTION

Continued from previous page

☐ My business is subject to a bona fide Collective Bargaining Agreement *(attach agreement)*; **AND**

☐ the Collective Bargaining Agreement expressly provides that it supersedes all of the provisions of the Living Wage Program; **OR**

☐ the Collective Bargaining Agreement expressly provides that it supersedes the following specific provisions of the Living Wage Program (I will comply with all provisions of the Living Wage Program not expressly superseded by my business' Collective Bargaining Agreement):

_____

_____

_____

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

Continued from previous page

Additional Information

The additional information requested below is for information purposes only. It is not required for consideration of this Application for Exemption. The County will not consider or evaluate the information provided below by Contractor, in any way whatsoever, when recommending selection or award of a contract to the Board of Supervisors.

☐ I, **or my collective bargaining unit, have** a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Health Plan Company Name(s): _____

Company Insurance Group Number(s):_____

Health Premium Amount Paid by Employer:_____

Health Premium Amount Paid by Employee:_____

Health Benefit(s) Payment Schedule:

☐ Monthly ☐ Quarterly ☐ Bi-Annual

☐ Annually ☐ Other: _____
(Specify)

☐ I, **or my collective bargaining unit, do not** have a bona fide health care benefit plan for those employees who will be providing services to the County under the contract.

Appendix D – Form 19

COUNTY OF LOS ANGELES
LIVING WAGE PROGRAM
STAFFING PLAN

COMPANY NAME _____
COMPANY ADDRESS _____
PROJECT _____
DEPARTMENT NAME _____

FACILITY OR LOCATION	EMPLOYEE NAME	POSITION TITLE	ROVER(S) (Backups)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HOURLY RATE	HEALTH INS. YES/NO	MON. HRS	TUES HRS	WEDS HRS	THURS HRS	FRI HRS	SAT HRS	SUN HRS	COUNTY TOTAL HRS	ON-CNTY TOTAL HRS	TOTAL HRS	HIRE DATE	TERMINATION DATE
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Page 1

APPENDIX D – FORM 20

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
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

_____
Name and Title of Signer (please print)

APPENDIX D – FORM 21
TRANSITIONAL JOB OPPORTUNITIES PREFERENCE APPLICATION

COMPANY NAME:		
COMPANY ADDRESS:		
CITY:	STATE:	ZIP CODE:

I hereby certify that I meet all the requirements for this program:

- ❑ My business is a non-profit corporation qualified under Internal Revenue Services Code - Section 501(c)(3) and has been such for 3 years *(attach IRS Determination Letter)*;
- ❑ I have submitted my three most recent annual tax returns with my application;
- ❑ I have been in operation for at least one year providing transitional job and related supportive services to program participants; and
- ❑ I have submitted a profile of our program; including a description of its components designed to help the program participants, number of past program participants and any other information requested by the contracting department.

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

PRINT NAME:	TITLE:
SIGNATURE:	DATE:

REVIEWED BY COUNTY:

SIGNATURE OF REVIEWER	***APPROVED***	***DISAPPROVED***	***DATE***

APPENDIX D – FORM 22

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

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/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:	Title:
Signature:	Date:

Date: _____

APPENDIX D – FORM 23
REQUEST FOR DVBE PREFERENCE PROGRAM CONSIDERATION

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

In evaluating bids/proposals, the County will give preference to businesses that are certified by the State of California as a Disabled Veteran Business Enterprise (DVBE) or by the Department of Veterans as a Service Disabled Veteran Owned Small Business (SDVOSB) consistent with Chapter 2.211 of the Los Angeles County Code.

Vendor understands that in no instance shall the disabled veteran business enterprise preference program price or scoring preference be combined with any other County preference program to exceed eight percent (8%) in response to any County solicitation.

Information about the State's Disabled Veteran Business Enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Disabled Veteran Business Certification and Resources Website at http://www.pd.dgs.ca.gov/

Information on the Veteran Affairs Disabled Business Enterprise certification regulations made be found in the Code of Federal Regulations, 38CFR 74 and is also available on the Veterans Affairs Website at: http://www.vetbiz.gov/

☐ **I AM NOT** a Disabled Veteran Business Enterprise certified by the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs.

☐ **I AM** certified as a Disabled Veteran Enterprise with the State of California or a Service Disabled Veteran Owned Small Business with the Department of Veteran Affairs as of the date of this proposal/bid submission and I request this proposal be considered for the DVBE Preference.

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

Name of Firm	County Webven No.
Print Name:	Title:
Signature:	Date:

SIGNATURE OF REVIEWER	*APPROVED*	*DISAPPROVED*	*DATE*

APPENDIX D – FORM 24

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ 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: _____/_____/_____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

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 : _____

APPENDIX D – FORM 24

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

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: _____

APPENDIX D – FORM 25

REQUEST FOR PROPOSALS/GROUNDS FOR REJECTION

***Los Angeles County Code* Chapter 2.180.010, "Certain Contracts Prohibited" sets forth, among other things, the following:**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any bid or proposal 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:

a. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;

b. Profit making firms or businesses in which employees described in subsection (a) serve as officers, principals, partners or major shareholders;

c. Persons who, within the immediately preceding twelve (12) months, came within the provisions of subsection (a), and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and

d. Profit making firms or businesses in which the former employees described in subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of the Contract do not fall within scope of Code Section 2.180.010 as outlined above.

_____

Typed Name and Title of Signer

_____ _____

Signature Date

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.

_____ _____

Dated Signature of Authorized Representative

_____

Title of Authorized Representative

_____

Printed Name of Authorized Representative

APPENDIX D – FORM 27

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME:_____

CONTRACT NO: _____

CONTRACTOR'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____Facsimile:_____

E-Mail Address: _____

ALTERNATE CONTRACTOR'S CONTRACT MANAGER:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____Facsimile:_____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____

Title: _____

Address: _____

_____

Telephone: _____Facsimile:_____

E-Mail Address: _____

Notices to Contractor shall be sent to the following:

Name: _____

Title: _____

Address: _____

_____

Telephone: _____Facsimile:_____

E-Mail Address: _____

APPENDIX D - FORM 28

CONTRACTOR'S PROPOSED INVOICE FORMAT (SAMPLE)

CONTRACTOR NAME_____

CONTRACT NUMBER: _____

SSI APPEALS PROGRAM SUMMARY INVOICE FOR THE MONTH OF _____

	NUMBER OF APPLICATIONS	RATE	COST
GENERAL RELIEF			
CALWORKS			
TOTAL			

Total due to Contractor: $_____

_____ Date: _____

Contractor's Authorized Name/Signature

_____ Date: _____

CCA's Signature

APPENDICES E THROUGH P

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APPENDIX F: COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS

APPENDIX G: TITLE 2 ADMINISTRATION CHAPTER 2.203.010 TO 2.203.090: CONTRACTOR EMPLOYEE JURY SERVICE ORDINANCE

APPENDIX H: LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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REQUEST FOR PROPOSALS (RFP) TRANSMITTAL TO REQUEST A SOLICITATION REQUIREMENTS REVIEW

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

Proposer Name:	Date of Request:
Project Title:	Project No.

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

- ☐ Application of **Minimum Requirements**
- ☐ Application of **Evaluation Criteria**
- ☐ Application of **Business Requirements**
- ☐ Due to **unclear instructions**, the process may result in the County not receiving the best possible responses

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

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

_____

_____

_____

Request submitted by:

_____ _____

(Name) *(Title)*

For County use only

Date Transmittal Received by County: _____ Date Solicitation Released:_____

Reviewed by:

Results of Review - Comments:

_____

_____

_____

Date Response sent to Proposer:_____

COUNTY OF LOS ANGELES
POLICY ON DOING BUSINESS WITH SMALL BUSINESS

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

WE RECOGNIZE. . . .

The importance of small business to the County. . .

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

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

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

WE THEREFORE SHALL:

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

2.203.010 Findings.

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

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

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

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

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

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

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)

APPENDIX H

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

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

http://doingbusiness.lacounty.gov/DebarmentList.htm

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 2013)

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 2013 are less than $51,567 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2014.

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.

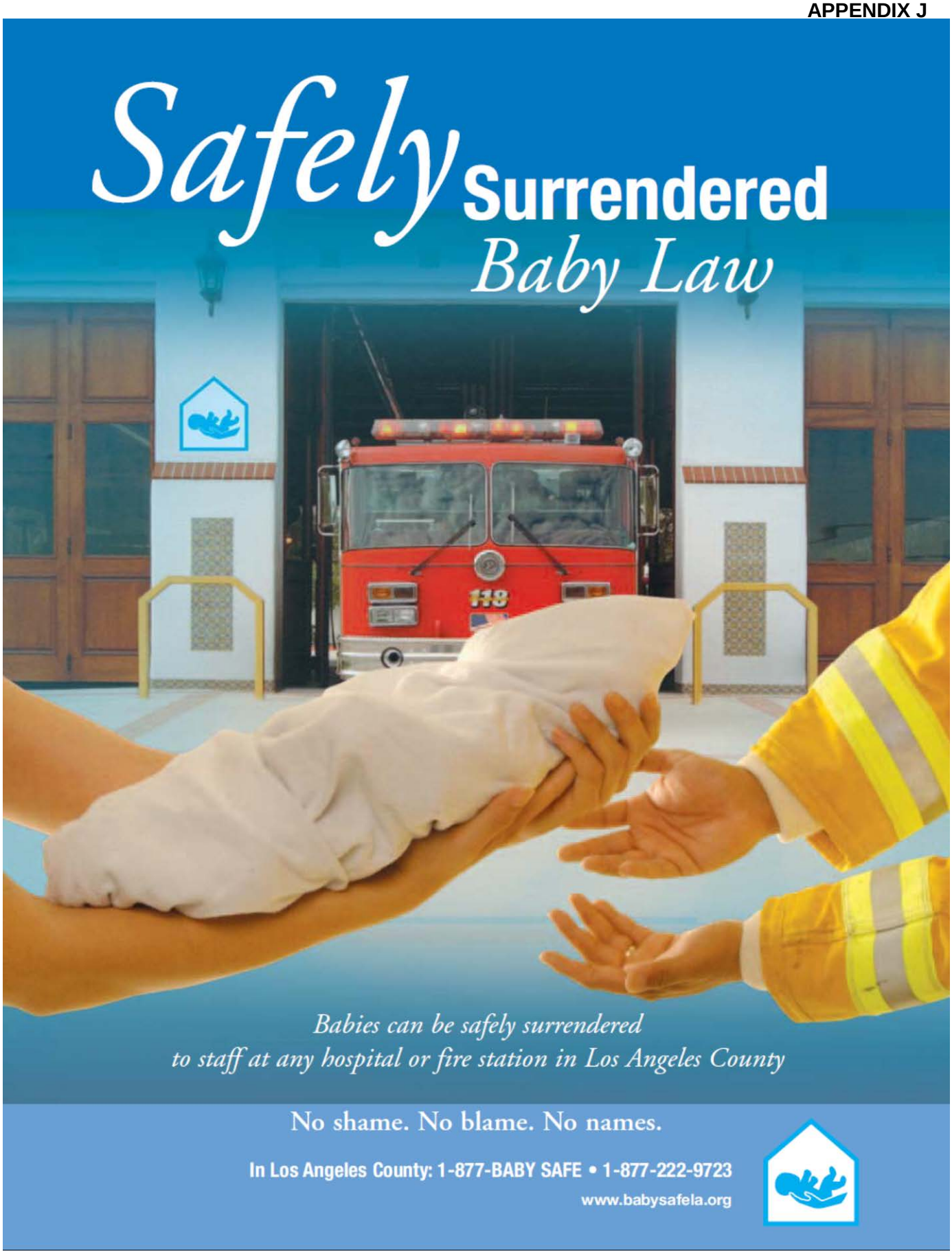
How Will My Employees Know If They Can Claim the EIC?

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 2013 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 2013 and owes no tax but is eligible for a credit of $800, he or she must file a 2013 tax return to get the $800 refund.

Notice 1015 (Rev. 12-2013)
Cat. No. 20599I


Safely Surrendered
Baby Law
118
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

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.

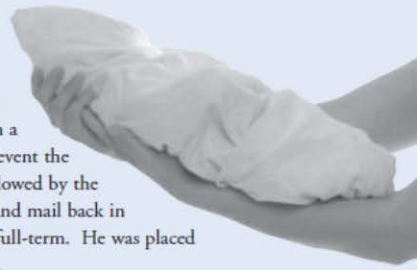
What happens to the parent or surrendering adult?

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

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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, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

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

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

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.

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.

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.)

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.

   "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.)

Title 2 ADMINISTRATION
DETERMINATIONS OF CONTRACTOR NON-RESPONSIBILITY
AND CONTRACTOR DEBARMENT

2.202.010 Findings and declaration.

2.202.020 Definitions.

2.202.030 Determination of contractor non-responsibility.

2.202.040 Debarment of contractors.

2.202.050 Pre-emption.

2.202.060 Severability.

2.202.010 - Findings and declarations.

A. The board of supervisors finds that, in order to promote integrity in the county's contracting processes and to protect the public interest, the county's policy shall be to conduct business only with responsible contractors. The board of supervisors further finds that debarment is to be imposed only in the public interest for the county's protection and not for the purpose of punishment.

B. Determinations of contractor non-responsibility and contractor debarment shall be made in accordance with the procedures set forth in the ordinance codified in this chapter and implementation instructions issued by the Internal Services Department.

(Ord. 2014-0035 § 1, 2014: Ord. 2005-0066 § 1, 2005: Ord. 2000-0011 § 1 (part), 2000.)

2.202.020 - Definitions.

For purposes of this chapter, the following definitions apply:

A. "Contractor" means a person, partnership, corporation, or other entity who has contracted with, or is seeking to contract with, the county or a nonprofit corporation created by the county to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county. A contractor includes a contractor, subcontractor, vendor, or any of their respective officers, directors, owners, co-owners, shareholders, partners, managers, employees, or other individuals associated with the contractor, subcontractor, or vendor who participated in, knew of, or should reasonably have known of conduct that results in a finding of non-responsibility or debarment.

B. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county or a nonprofit corporation created by the county.

C. "Debarment" means an action taken by the county which results in a contractor being prohibited from bidding or proposing on, being awarded and/or performing work on a contract with the county. A contractor who has been determined by the county to be subject to such a prohibition is "debarred."

D. "Department head" means either the head of a department responsible for administering a particular contract for the county or the designee of same.

E. "County" means the county of Los Angeles, any public entities for which the board of supervisors is the governing body, and any joint powers authorities of which the county is a member that have adopted county contracting procedures.

F. "Contractor hearing board" means the persons designated to preside over contractor debarment hearings and make recommendations on debarment to the board of supervisors.

G. Determination of "non-responsibility" means an action taken by the county which results in a contractor who submitted a bid or proposal on a particular contract being prohibited from being awarded and/or performing work on that contract. A contractor who has been determined by the county to be subject to such a prohibition is "non-responsible" for purposes of that particular contract.

H. "Bid or proposal" means a bid, proposal, or any other response to a solicitation submitted by or on behalf of a contractor seeking an award of a contract.

(Ord. 2014-0035 § 2, 2014: Ord. 2005-0066 § 2, 2005: Ord. 2004-0009 § 1, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.030 - Determination of contractor non-responsibility.

A. Prior to a contract being awarded by the county, the county may determine that a contractor submitting a bid or proposal is non-responsible for purposes of that contract. In the event that the county determines that a contractor is non-responsible for a particular contract, said contractor shall be prohibited from being awarded and/or performing work on that contract.

B. The county may declare a contractor to be non-responsible for purposes of a particular contract if the county, in its discretion, finds 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 omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to find a contractor non-responsible for a particular contract is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection 2.202.040 (E) below, may be considered by the county in determining whether a contractor should be deemed non-responsible.

D. Before making a determination of non-responsibility pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed non-responsibility determination, and shall advise the contractor that a

non-responsibility hearing will be scheduled on a date certain. Thereafter, the department head shall conduct a hearing where evidence on the proposed non-responsibility determination is presented. The contractor and/or attorney or other authorized representative of the contractor shall be afforded an opportunity to appear at the non-responsibility hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence. After such hearing, the department head shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be found non-responsible with respect to the contract(s) at issue. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the department head. A non-responsibility finding shall become final upon approval by the board of supervisors.

(Ord. 2005-0066 § 3, 2005: Ord. 2004-0009 § 2, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.040 - Debarment of contractors.

A. The county may debar a contractor who has had a contract with the county in the preceding three years and/or a contractor who has submitted a bid or proposal for a new contract with the county.

B. The county may debar a contractor if the county 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 omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the county or any other public entity.

C. The decision by the county to debar a contractor is within the discretion of the county. The seriousness and extent of the contractor's acts, omissions, patterns, or practices as well as any relevant mitigating or aggravating factors, including those described in Subsection (E) below, may be considered by the county in determining whether to debar a contractor and the period of debarment. Generally, the period of debarment should not exceed five years. However, if circumstances warrant, the county may impose a longer period of debarment up to and including permanent debarment.

D. To impose a debarment period of longer than five years, and up to and including permanent debarment, in addition to the grounds described in Subsection (B) above, the county shall further find that the contractor's acts or omissions are of such an extremely serious nature that removal of the contractor from future

county contracting opportunities for the specified period is necessary to protect the county's interests.

E. Mitigating and aggravating factors that the county may consider in determining whether to debar a contractor and the period of debarment include but are not limited to:

(1) The actual or potential harm or impact that results or may result from the wrongdoing.

(2) The frequency and/or number of incidents and/or duration of the wrongdoing.

(3) Whether there is a pattern or prior history of wrongdoing.

(4) A contractor's overall performance record. For example, the county may evaluate the contractor's activity cited as the basis for the debarment in the broader context of the contractor's overall performance history.

(5) Whether a contractor is or has been debarred, found non-responsible, or disqualified by another public entity on a basis of conduct similar to one or more of the grounds for debarment specified in this Section.

(6) Whether a contractor's wrongdoing was intentional or inadvertent. For example, the county may consider whether and to what extent a contractor planned, initiated, or carried out the wrongdoing.

(7) Whether a contractor has accepted responsibility for the wrongdoing and recognizes the seriousness of the misconduct that led to the grounds for debarment and/or has taken corrective action to cure the wrongdoing, such as establishing ethics training and implementing programs to prevent recurrence.

(8) Whether and to what extent a contractor has paid or agreed to pay criminal, civil, and administrative liabilities for the improper activity, and to what extent, if any, has the contractor made or agreed to make restitution.

(9) Whether a contractor has cooperated fully with the county during the investigation, and any court or administrative action. In determining the extent of cooperation, the county may consider when the cooperation began and whether the contractor disclosed all pertinent information known to the contractor.

(10) Whether the wrongdoing was pervasive within a contractor's organization.

(11) The positions held by the individuals involved in the wrongdoing.

(12) Whether a contractor participated in, knew of, or tolerated the offense.

(13) Whether a contractor brought the activity cited as a basis for the debarment to the attention of the county in a timely manner.

(14) Whether a contractor has fully investigated the circumstances surrounding the cause for debarment and, if so, made the result of the investigation available to the county.

(15) Whether a contractor had effective standards of conduct and internal control systems in place at the time the questioned conduct occurred.

(16) Whether a contractor has taken appropriate disciplinary action against the individuals responsible for the activity which constitutes the cause for debarment.

(17) Other factors that are appropriate to the circumstances of a particular case.

(Ord. 2014-0035 § 4, 2014: Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

F. Before making a debarment determination pursuant to this chapter, the department head shall give written notice to the contractor of the basis for the proposed debarment, and shall advise the contractor that a debarment hearing will be scheduled on a date certain. The contractor hearing board shall conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or attorney or other authorized representative must be given an opportunity to appear at the debarment hearing and to submit documentary evidence, present witnesses, and offer rebuttal evidence at that hearing. After such hearing, the contractor hearing board shall prepare a proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred and, if so, the appropriate length of time for the debarment. A record of the hearing, the proposed decision, and any recommendation shall be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A debarment finding shall become final upon the approval of the board of supervisors.

G. In making a debarment determination, the board of supervisors may also, in its discretion and consistent with the terms of any existing contracts that the contractor may have with the county, terminate any or all such existing contracts. In the event that any existing contract is terminated by the board of supervisors, the county shall maintain the right to pursue all other rights and remedies provided by the contract and/or applicable law.

H. With respect to a contractor who has been debarred for a period longer than five years, the contractor may, after the debarment has been in effect for at least five years, request that the county review the debarment determination to reduce the period of debarment or terminate the debarment. The county may consider a contractor's request to review a debarment determination based upon the following circumstances: (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. A request for review shall be in writing, supported by documentary evidence, and submitted to the chair of the contractor hearing board. The chair of the contractor hearing board may either: 1) determine that the written request is insufficient on its face and deny the contractor's request for review; or (2) schedule the matter for consideration by the contractor hearing board which shall hold a hearing to consider the contractor's request for review, and, after the hearing, prepare a proposed decision and a recommendation to be presented to the board of supervisors. The board of supervisors may, in its discretion, limit any further hearing to the presentation of evidence not previously presented. The board of supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the contractor hearing board. A reduction of the period of the debarment or termination of the debarment shall become final upon the approval of the board of supervisors. (Ord. 2005-0066 § 4, 2005: Ord. 2004-0009 § 3, 2004: Ord. 2000-0011 § 1 (part), 2000.)

2.202.050 - Pre-emption.

In the event any contract is subject to federal and/or state laws that are inconsistent with the terms of the ordinance codified in this chapter, such laws shall control.

(Ord. 2000-0011 § 1 (part), 2000.)

2.202.060 - Severability.

If any section, subsection, subpart or provision of this chapter, or the application thereof to any person or circumstances, is held invalid, the remainder of the provisions of this chapter and the application of such to other persons or circumstances shall not be affected thereby.

(Ord. 2000-0011 § 1 (part), 2000.)

GUIDELINES FOR ASSESSMENT OF PROPOSER LABOR LAW/PAYROLL VIOLATIONS

COUNTY DETERMINATION **Proposer Name:** _____ **Contracting Department:**_____ **Department Contact Person:**_____ **Phone:**_____	RANGE OF DEDUCTION (Deduction is taken from the maximum evaluation points available)	
	Proposer Fully Disclosed	**Proposer *Did Not* Fully Disclose**
MAJOR **County determination, based on the Evaluation Criteria, that proposer has a record of very serious violations.***	**8 - 10%** **Consider investigating a finding of proposer non-responsibility****	**16 - 20%** **Consider investigating a finding of proposer non-responsibility****
SIGNIFICANT **County determination, based on the Evaluation Criteria, that proposer has a record of significant violations.***	**4 - 7%**	**8 - 14%** **Consider investigating a finding of proposer non-responsibility****
MINOR **County determination, based on the Evaluation Criteria, that proposer has a record of relatively minor violations.***	**2 - 3%**	**4 - 6%**
INSIGNIFICANT **County determination, based on the Evaluation Criteria, that proposer has a record of very minimal violations.***	**0 - 1%**	**1 - 2%**
NONE **County determination, based on the Evaluation Criteria, that proposer does not have a record of violations.***	**0**	**N/A**

Assessment Criteria

* A "Labor Law/Payroll Violation" includes violations of any Federal, State or local statute, regulation or ordinance pertaining to wages, hours, working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination. The County may deduct points from a proposer's final evaluation score only for Labor Law/Payroll Violations with disposition by a public entity within the past three years of the date of the proposal.

The assessment and determination of whether a violation is major, significant, minor, or insignificant and the assignment of a percentage deduction shall include, but not be limited to, consideration of the following criteria and variables:

- Accuracy in self-reporting by proposer
- Health and/or safety impact
- Number of occurrences
- Identified patterns in occurrences
- Dollar amount of lost/delayed wages
- Assessment of any fines and/or penalties by public entities
- Proportion to the volume and extent of services provided, e.g., number of contracts, number of employees, number of locations, etc.

**** County Code Title 2, Chapter 2.202.030 sets forth criteria for making a finding of contractor non- responsibility which are not limited to the above situations.**

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fund-raising practices and documentation. Charities with over $2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A Proposer on Los Angeles County contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following references to resources are offered to assist Proposers who engage in charitable contributions activities. Each Proposer, however, is ultimately responsible to research and determine its own legal obligations and properly complete its compliance certification (Exhibit 20).

In California, supervision of charities is the responsibility of the Attorney General, whose website, **http://oag.ca.gov/** contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: **http://oag.ca.gov/charities/laws**

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management,* 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 **http://www.cnmsocal.org/.**, and statewide, the *California Association of Nonprofits,* **http://www.calnonprofits.org/**. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, provided under this sub-section of this Appendix N is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the County of Los Angeles of such organizations.

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.)

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;

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.

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.)

APPENDIX P

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE

MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form. *(Information to complete this form can be obtained from your weekly certified payroll rerorts)* Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor ☐ Subcontractor ☐		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ____/____/____ to payroll period: ____/____/____	(5) For Month Ending:
(6) Department Name:	(7) Contract Service Description:	(8) Contract Name & Number:	
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period					(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
		1	2	3	4	5						
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Total (This Page)											
Print Authorized Name:	Grand Total (All Pages)											

Authorized Signature: _____	Date: ____/____/____	Title:	Telephone Number (include area code) ( )	Page: _____ of _____