



**COUNTY OF ORANGE –  
OC COMMUNITY RESOURCES (OCCR)**

**HEARING OFFICER SERVICES**

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**CONTRACT  
FOR  
HEARING OFFICER SERVICES**

This Contract, by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as the "County", and **TBD**, hereinafter referred to as "Contractor", is dated for the purposes of identification only this 1st day of October, 2013.

**RECITALS**

WHEREAS, Contractor responded to a Statement of Qualifications (SOQ) to provide hearing officer services, as further set forth herein; and

WHEREAS, County wishes to contract with Contractor for the provision of hearing officer services described herein; and

WHEREAS, County and Contractor agree to the rendering of such services on the terms and conditions hereinafter set forth:

NOW, THEREFORE, the parties mutually agree as follows:

**ARTICLES**

1. **Contract Term:** The term of this Contract shall be for one (1) year; effective on the date execution is completed by both Parties, and may be renewed for four (4) additional consecutive one-year terms upon mutual concurrence of Parties.
2. **Alterations of Terms:** This Agreement, fully expresses all understanding of County and Contractor with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.
3. **Availability:** Contractor agrees, when available and as needed, to act as an administrative hearing officer pursuant to the rules and regulations of the U.S. Housing and Urban Development Agency ("HUD"), the Codified Ordinances of Orange County, California, and all other applicable laws, rules and regulations, in connection with the conduct of these administrative hearings. The County is under no obligation to submit cases to Contractor, and shall do so at its sole discretion.
4. **Confidentially:** Contractor shall maintain the confidentiality of all records, audio and/or video recordings, in accordance with all applicable federal, state and county codes, regulations and policies, as they now exist or may hereafter be amended or changed.
5. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County.

Contractor will refrain from making, receiving, providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of County.

Prior to assumption of duties under this contract, Contractor will complete and file with the Clerk of the Board a Form 700, Statement of Economic Interests.

6. **General Duties:** Contractor shall perform the services of an administrative hearing officer in a fair and impartial manner and in accordance with applicable laws, rules, regulations and policies.
7. **Hearing Governance:** Contractor shall be familiar with and follow all applicable rules, regulations, ordinances and policies governing the conduct of hearings, as they now exist or may hereafter be amended or changed.
8. **Independent Contractor:** In performing the services hereunder, Contractor is, and shall at all times be deemed to be, an independent contractor and not an employee of the County, and shall acquire or accrue no benefits, rights or compensation except for the compensation set forth in Section III, Attachment B, Compensation/Payment Instructions hereof. This Agreement shall not be construed as creating the relationship of employer and employee, or principle and agent, between County and Contractor.
9. **Indemnification and Insurance:**

**Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature that arises due to the gross negligence or intentional misconduct of Contractor. If judgment is entered against Contractor and County by a court of competent jurisdiction because of concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment. I think we should definitely modify this section, if not delete it entirely.]

**Insurance Provisions:** Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractors expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office ) CEO) Office of Risk Management.

If Contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

**Qualified Insurer:** The policy or policies of the insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com.

If the insurance carrier is not a non-admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings

This policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	\$1,000,000 per occurrence

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If contractor's Professional Liability policy is a "claims made" policy, contractor shall agree to maintain professional liability coverage for two years following completion of contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

10. **Licenses and Laws:** Contractor shall comply with all applicable governmental laws, regulations and requirements as they exist now or may be hereafter amended or changed.
11. **Not Assignable:** This Agreement, or any right, duty or obligation hereunder, is not assignable by either party. This Agreement requires the personal services of Contractor.
12. **Employee Eligibility Verification:** 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 requirement set forth in Federal 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 or State statutes and regulations including, but not limited to,

the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., 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 the law. The Contractor shall indemnify, defend with counsel approved in writing by County, 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.

13. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods or services from the Contractor, including but not limited to, as detailed in the Scope of Work, incorporated herein as Attachment A.
14. **Child Support Enforcement Requirements:** Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement requirements or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.
15. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of County's Program Manager and Contractor routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: **TBD**

County: County of Orange  
OC Community Resources  
Purchasing and Contract Services  
Attn: Michel Lizotte, Deputy Purchasing Agent  
1770 N. Broadway, 4th<sup>d</sup> Floor  
Santa Ana, CA 92706  
Phone: 714-480-2977  
Fax: 714-480-2819  
E-mail: [michel.lizotte@occr.ocgov.com](mailto:michel.lizotte@occr.ocgov.com)

Cc: County of Orange  
Orange County Community Services  
Orange County Housing Authority (OCHA)  
Attn: John Hambuch, Program Manager  
1770 N. Broadway, 3<sup>rd</sup> Floor

Santa Ana, CA 92706  
Phone: 714-480-2830  
E-mail: john.hambuch@occr.ocgov.com

16. **Severability:** If a court of competent jurisdiction declares any provision of this Agreement or application thereof to any person or circumstance to be invalid or if any provision of this Agreement contravenes any federal, state or county statute, ordinance or regulation, the remaining provisions of this Agreement shall remain in full force and effect, and to that extent the provisions of this Agreement are severable.
17. **Termination:** Either party may terminate this Agreement, without cause, upon thirty (30) calendar days written notice given to the other party. If this Agreement is terminated by Contractor, he or she shall not receive any fees for services performed in connection with any pending cases, except those wherein a decision and/or written report has been rendered. If this Agreement is terminated by the Agency/Department, Contractor shall be entitled to the compensation earned by him or her prior to the effective date of termination as provided in this Agreement. Contractor shall be entitled to no further compensation as of the effective date of termination.
- Upon termination, Contractor shall be obligated to perform such duties, if any, as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification and reporting.
18. **Waiver of Default or Breach:** Waiver by County of any default by Contractor shall not be considered a waiver of any subsequent default. Waiver by County of any breach by Contractor of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by County of any default or any breach by Contractor shall not be considered a modification of the terms of this Agreement.



**CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the date preceding the signature.

**\*CONTRACTOR TBD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\* (Pursuant to California Corporations Code Section 313, the signatures of two corporate officials are required to bind the corporation, one from each of the following two groups: If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer.

*In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signator to bind the corporation.*

**COUNTY OF ORANGE, OC COMMUNITY RESOURCES**  
a political subdivision of the State of California

By: \_\_\_\_\_

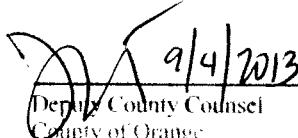
Title: Procurement Contract Specialist

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

**Approved as to Form**  
**Orange County, California**  
**Office of the County Counsel**

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

\_\_\_\_\_  
Date

<p><b>APPROVAL AS TO FORM</b></p> <p>This is to certify that the undersigned, Deputy County Counsel, has reviewed this contract template for:</p> <p><u>Hearing Officers Services</u> <u>(OCHA) FY 13-14</u></p> <p>and has approved it as to form. This approval is valid only in accordance with an action of the Board of Supervisors authorizing the use of this contract template.</p> <p style="text-align: right;">   <u>9/4/2013</u>            Deputy County Counsel            County of Orange         </p>
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**ATTACHMENT A**

**SCOPE OF WORK**

**1. INTRODUCTION:**

The Orange County Housing Authority (OCHA) was designated as a public housing agency by the Department of Housing and Urban Development (HUD) in 1971. OCHA administers HUD's Housing Choice Voucher (HCV) program as the Housing Assistance Division within the organizational structure of Orange County Community Resources and Orange County Community Services.

Under the direction of a Division Manager, OCHA currently provides tenant-based rental assistance for over 12,000 low-income families ("Tenants") who reside within thirty-one cities and unincorporated areas of Orange County, excluding the cities of Anaheim, Garden Grove and Santa Ana.

**2. PURPOSE:**

In accordance with HUD regulations (24 CFR 982) and OCHA's Administrative Plan, tenants have due process rights and must be provided an opportunity to appeal when the Housing Authority has taken action that is adverse to the tenants material interests. A request for an informal hearing must be scheduled at the earliest available date and must be conducted by an independent person, who is not involved with the decisions made in the day-to-day operation of the program.

In order to provide the requisite hearings, the Housing Authority requires the services of Hearing Officers to conduct the hearings and render a decision on whether the Housing Authority's decision is justified under the regulations. Along with the other Hearing Officers, Contractor's name is placed in a pool, from which their services are rotated on an "as needed" basis, to conduct appellate hearings. It is anticipated that up to 150 informal hearings are conducted annually. The frequency of hearing assignments is determined based on the number of available hearing officers. No guarantee of a minimum number of assignments is either given or implied.

**3. DESCRIPTION OF SERVICES:** A hearing officer will perform the services as described herein for each hearing:

- A. Contractor shall independently conduct an informal hearing in accordance with HUD rules and regulations, the Orange County Codified Ordinances, and OCHA Administrative Policy. The Contractor shall receive evidence presented, orally and in writing, from tenants, OCHA staff, witnesses, and if applicable, legal representatives. Contractor shall ask relevant questions and consider evidence presented without regard to admissibility under the California Evidence Code and rules of judicial proceedings. Contractor shall regulate the conduct during the hearing proceedings to allow an equal opportunity for tenants, OCHA staff, witnesses, and legal representatives to present their points of view. (*Informal hearings are generally scheduled to be conducted within a maximum of two hours.*)
- B. Contractor shall render a final decision on the cause of action raised at the hearing that shall be based upon the preponderance of evidence submitted by the Housing Authority and tenant. Contractor shall prepare a written decision, summarizing the facts and regulations relevant to the decision and conclude with a recommended course of action to

either confirm, over-turn, or modify the action taken by the Housing Authority. Contractor shall prepare the written decision outside of OCHA's facilities.

- C. Contractor shall provide a copy of the hearing decision by certified mail service, to OCHA and to the tenant within 15 calendar days from the date the hearing concludes.

**Additional requirements include:**

- Contractor attend initial training regarding OCHA's Informal Hearing Protocol and Procedures, OCHA's Administrative Plan and HUD regulations governing the HCV program.
- Contractor shall attend additional training as necessary when changes or revisions in OCHA's Administrative Plan or in HUD regulations are relevant to the HCV program.

**ATTACHMENT B**

**COMPENSATION AND PAYMENT**

1. **FEES AND CHARGES:** Contractor's sole and complete compensation for services rendered pursuant to this Agreement, including any and all overhead, secretarial services and supplies, shall be negotiated as a fixed-fee payment of not less than **\$350.00** and not more than **\$450.00** per case, except for a case which requires continuance, for duties performed as set forth in this Agreement.

If a hearing is cancelled or postponed to a later date:

- a. With at least one business day notice, no fee shall be received by contractor;
- b. With same day notice \$75 fee.
- c. Tenant No Show on day of scheduled hearing, \$75 fee to render and write a default decision.
- d. For Hearings that require continuation to allow for further presentation of evidence relevant to the case; Contractor shall receive a flat rate of \$350 for each occurrence.

If contractor is scheduled for mandatory training to obtain pertinent information regarding HUD regulations and/or OCHA's Administrative Plan relevant to the administration of the HCV program, Contractor will receive **\$40.00** per hour for the time spent receiving training.

2. **PAYMENT TERMS:** Payment will be paid in arrears, 30 days after OCHA has received the final written hearing decision. Invoices shall be verified and approved by the County and subject to routine processing requirements, in a format acceptable to the County of Orange
3. **INVOICING INSTRUCTIONS:** The Contractor shall provide an invoice on the Contractor's letterhead. Each invoice shall have a unique number and shall include the following information:
- a. Contractor's name and address
  - b. Contractor's remittance address, if different from (a), above
  - c. Name of County agency/department
  - d. Delivery/service address
  - e. Contract number
  - f. Service Date
  - g. Description of Services
  - h. Total
  - i. Taxpayer ID number

Invoices and supporting documentation are to be forwarded to:

OC Community Resources  
Attn: Accounts Payable  
1300 S. Grand, Bldg. B, 2nd floor  
Santa Ana, CA 92705  
Fax: 714-567-7401

**EXHIBIT A**  
**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT**  
**CERTIFICATION REQUIREMENT**

Contractor is required to comply with child support enforcement requirements of the County of Orange, within 30 days of award of contract, the successful contractor must furnish to the contract administrator, or the agency/department Deputy Purchasing Agent:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the contractor to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

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*"I certify that **TBD** is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract **TBD** with the County of Orange.*

*I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."*

---

Signature

Name (Please Print)

---

Title

Date

---

Company Name

---

Contract Number

Amount

\*Two signatures required if a corporation

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address:

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

- B. For Contractor doing business in a form other than as an individual:

Name, Date of Birth, Social Security Number and Residence address of each individual who owns an interest of 10 percent or more in the Contracting Entity (if no individual owns 10 percent or more, write "N/A"):

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

Name: \_\_\_\_\_  
D.O.B: \_\_\_\_\_  
Social Security No: \_\_\_\_\_  
Residence Address: \_\_\_\_\_  
\_\_\_\_\_

(Additional sheets may be used if necessary)