

COUNTY OF LOS ANGELES
EXECUTIVE OFFICE
BOARD OF SUPERVISORSKENNETH HAHN HALL OF ADMINISTRATION
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April 22, 2024

**ADDENDUM NUMBER THREE
AS-NEEDED EMPLOYEE RELATIONS HEARING OFFICER REQUEST FOR
STATEMENT OF QUALIFICATIONS**

This Addendum Number Three to the As-Needed Employee Relations Hearing Officer Request for Statement of Qualifications (ERCOM 2024 RFSQ) is issued by the Executive Office of the Board of Supervisors on March 2, 2023, provides as follows:

This addendum contains portions of the ERCOM 2024 RFSQ that have been revised. The information contained in this Addendum Three supersedes any related information previously provided. The Addendum will be posted on the following website:

[Solicitation Search – Doing Business With \(lacounty.gov\)](https://www.lacounty.gov/doing-business)

Addendum Three to the ERCOM 2024 RFSQ shall cause the following revisions. Double strike through shall signify deletions and underline font shall signify additions.

1. ERCOM 2024 RFSQ, Paragraph 1, SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS, Anticipated Contract Term, is revised to read as follows:

~~February 1, 2024 – January 31, 2027~~ August 1, 2024 – July 31, 2027
(with option to extend ~~2~~ three (3) one-year periods and one (1) six-month period for a total maximum term of ~~5~~ 6 years, 6 months.

2. ERCOM 2024 RFSQ, Paragraph 2, GENERAL INFORMATION, Section 2.5, Master Agreement Term, is revised to read as follows:

- 2.5 The term of the Master Agreement will be three (3) years with ~~two (2)~~ three (3) additional one-year option periods and one (1) six-month option to extend for a total of ~~five (5)~~ six (6) years and six (6) months. Option periods will be exercised at the EO or designee's discretion.

The EO intends to continuously accept SOQs from qualified Proposers throughout the term of the Master Agreement but, may in his/her

discretion discontinue acceptance of SOQs at any time. The Master Agreement will become effective upon the date of its execution by the EO or designee and expire ~~January 31, 2026~~ July 31, 2027, unless sooner extended or terminated.

3. ERCOM 2024 RFSQ, Exhibit G, Pricing Schedule, Paragraph 1. Compensation, Section 1.1 is revised to read as follows:

- 1.1 Compensation to the Contractor for Hearing Officer Services rendered for ERCOM pursuant to this Master Agreement shall be ~~\$1,500~~ \$1,800 per day or ~~\$750~~ \$900 for a half-day of Hearing or report completion. A half-day is described as three (3) hours or less.

4. ERCOM 2024 RFSQ, Exhibit G, Pricing Schedule, Paragraph 3. Cancellation, Section 3.1 is revised to read as follows:

- 3.1 If a scheduled date for a virtual or in-person Hearing assigned to the Contractor is cancelled within ten (10) Days notice or less, through no fault of the Contractor, and in accordance with the three circumstances listed below, the Contractor shall be compensated for one full-day of service at a rate of ~~\$1,500~~ \$1,800 per full day. The Contractor shall be compensated only for one day regardless of how many days the Hearing may have been pre-scheduled. In addition to the above, the Contractor may only be entitled to payment for a cancelled Hearing for the following circumstances: 1) the matter is settled, 2) counsel or representative for a party is not prepared to proceed and requests a continuance, or 3) the Charging Party withdraws the charge. The Contractor shall not be entitled to any payment if a Hearing is cancelled due to medical issues of the parties, representatives, or the Hearing Officer, a Hearing takes less time than anticipated, or any other emergency.

5. ERCOM 2024 RFSQ, Appendix A, Sample Master Agreement, Paragraph 4.0, TERM OF MASTER AGREEMENT, Section 4.2, is revised to read as follows:

- 4.2 The County will have the sole option to extend the Master Agreement term for up to ~~two (2)~~ three (3) additional one-year periods and one (1) six (6)-month extension, for a maximum total Master Agreement term of ~~five (5)~~ six (6) years and six (6) months. Each such option and extension will be exercised at the sole discretion of the Executive Officer or his/her designee as authorized by the Board of Supervisors.

The County maintains a database that track/monitor contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a Master Agreement term extension option.

6. ERCOM 2024 RFSQ, Appendix A, Sample Master Agreement, Paragraph 5.0, CONTRACT SUM, Section 5.4, Invoices and Payments, Subsection 5.4.7, Local Small Business Enterprises – Prompt Payment Program, has been deleted in its entirety and replaced as follows:

5.4.7 Preference Program Enterprises – Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

7. ERCOM 2024 RFSQ, Appendix A, Sample Master Agreement, Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Section 8.10, Consideration of Hiring GAIN-GROW Participants, has been deleted in its entirety and replaced as follows:

8.10 Consideration of Hiring GAIN/START Participants

8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

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

8. ERCOM 2024 RFSQ, Appendix A, Sample Master Agreement, Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Section 8.35, Public Records Act has been deleted in its entirety and replaced as follows:

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.35.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

9. ERCOM 2024 RFSQ, Appendix A, Sample Master Agreement, Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Section 8.43, Termination for Improper Consideration, Subsection 8.43.2, has been deleted in its entirety and replaced as follows:

8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

10. ERCOM 2024 RFSQ, Appendix A, Sample Master Agreement, Paragraph 8.0, STANDARD TERMS AND CONDITIONS, Section 8.59, COVID-19 Vaccinations of County Contractor Personnel, has been deleted in its entirety.
11. ERCOM 2024 RFSQ, Appendix A, Sample Master, all instances of the word "shall" have been replaced with "must" or "will" and all instances of the "his/her," have been replaced with "their".

- 12.** ERCOM 2024 RFSQ, Exhibits A-I, have been deleted in their entirety and replaced with the attached Exhibits A-J.

**MASTER AGREEMENT FOR
AS-NEEDED EMPLOYEE RELATIONS COMMISSION HEARING OFFICER SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A COUNTY'S ADMINISTRATION
- B CONTRACTOR'S ADMINISTRATION
- C SAFELY SURRENDERED BABY LAW
- D INTENTIONALLY OMITTED
- D1 INTENTIONALLY OMITTED
- D2 INTENTIONALLY OMITTED

**FORMS REQUIRED AT THE TIME OF MASTER AGREEMENT EXECUTION
CERTIFICATIONS**

- E1 CERTIFICATION OF EMPLOYEE STATUS
- E2 CERTIFICATION OF NO CONFLICT OF INTEREST

NON-IT MASTER AGREEMENTS

- E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
OR
- E4 INTENTIONALLY OMITTED
- E5 INTENTIONALLY OMITTED
OR

IT-MASTER AGREEMENTS

- E3-IT INTENTIONALLY OMITTED
OR
- E4-IT INTENTIONALLY OMITTED
- E5-IT INTENTIONALLY OMITTED

UNIQUE EXHIBITS

**FORMS REQUIRED AT COMPLETION OF EACH WORK ORDER INVOLVING
INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR**

- F1 INTENTIONALLY OMITTED

**MASTER AGREEMENT FOR
AS-NEEDED EMPLOYEE RELATIONS COMMISSION HEARING OFFICER SERVICES**

TABLE OF CONTENTS OF EXHIBITS

F2	INTENTIONALLY OMITTED
F3	INTENTIONALLY OMITTED
G	INTENTIONALLY OMITTED
H	INTENTIONALLY OMITTED
I	INTENTIONALLY OMITTED
J	INTENTIONALLY OMITTED

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

COUNTY'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name:	Jeri Weinstein
Title:	Executive Director, Employee Relations Commission
Address:	Kenneth Hahn Hall of Administration 500 West Temple Street, Room 374
	Los Angeles, CA 90012
Telephone:	213-974-8969
Facsimile:	N/A
E-mail Address:	jweinstein@bos.lacounty.gov

COUNTY'S PROJECT DIRECTOR:

Name:	Jeri Weinstein
Title:	Executive Director, Employee Relations Commission
Address:	Kenneth Hahn Hall of Administration 500 West Temple Street, Room 374
	Los Angeles, CA 90012
Telephone:	213-974-8969
Facsimile:	N/A
E-mail Address:	jweinstein@bos.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 Your newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS

CERTIFICATIONS

This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.

E1 CERTIFICATION OF EMPLOYEE STATUS

E2 CERTIFICATION OF NO CONFLICT OF INTEREST

NON-IT MASTER AGREEMENTS

A determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

E3 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY
AGREEMENT

OR

E4 INTENTIONALLY OMITTED

E5 INTENTIONALLY OMITTED

OR

IT MASTER AGREEMENTS

A Master Agreement involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Master Agreement omits the Copyright Assignment language.

E3-IT INTENTIONALLY OMITTED

OR

E4-IT INTENTIONALLY OMITTED

E5-IT INTENTIONALLY OMITTED

**AS-NEEDED EMPLOYEE RELATIONS COMMISSION HEARING OFFICER SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF EMPLOYEE STATUS

Contractor Name

Master Agreement No.: _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**AS-NEEDED EMPLOYEE RELATIONS COMMISSION HEARING OFFICER SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

Contractor Name

Master Agreement No.: _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county will not contract with, and will 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:
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 subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, 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 subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____

County Master Agreement No.: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

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

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

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

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Master Agreement. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff must 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: _____