

Administrative Hearing Officer Services

Request for Proposal

July, 2018



Orange County Employees Retirement System (OCERS)

2223 E Wellington Avenue Suite 100

Santa Ana, CA 92701 USA

1-(714)-558-6200

<http://www.ocers.org>

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Section 1: Introduction

The Orange County Employees Retirement System (OCERS) was established in 1945 under the provisions of the County Employees Retirement Law of 1937 (CERL), and provides members with retirement, disability, death, and cost-of-living benefits. There are approximately 41,000 members served by OCERS, of which over 15,000 are retirees. The OCERS Board of Retirement (Board) consists of nine members, four of whom are appointed by the County's Board of Supervisors, four are elected by the active members of OCERS, and one, the County Treasurer, who serves as an ex officio member. There is also one elected alternate member. The Board has plenary authority and fiduciary responsibility for the investment of assets of the pension fund and administration of the retirement system. OCERS offices are located at 2223 E. Wellington Ave., Suite 100, Santa Ana, CA 92701.

OCERS is a multiple employer, defined benefit pension plan covering substantially all employees of the County of Orange and the following agencies: Orange County Transportation Authority, Department of Education (closed to new members), City of San Juan Capistrano (includes the Capistrano Valley Water District), UCI Medical Center (closed to new members), Foothill/Eastern/San Joaquin Hills Transportation Corridor Agency, Sanitation District of Orange County, Orange County Cemetery District, Orange County Fire Authority, Orange County Public Law Library, Orange County Children and Families Commission, Orange County Employees Retirement System, Orange County Superior Court, Local Agency Formation Commission, and Orange County In Home Support Services.

Section 2: General Information

All terms, conditions, requirements and procedures included in this RFP must be met for a proposal to be qualified as responsive. A proposal that fails to meet any material term, condition, requirement or procedure of this RFP may be disqualified. OCERS reserves the right to waive or permit cure of non-material errors or omissions. OCERS reserves the right to modify, amend, or cancel the terms of this RFP at any time. All proposals must be submitted in accordance with the specific terms of this RFP, as set forth below. A proposal shall constitute an irrevocable offer for 120 business days following the deadline for submission. Reference to a certain number of days in this RFP shall mean business days unless otherwise specified.

If a respondent discovers an ambiguity, conflict, discrepancy, omission or other error in this RFP, notice should be provided to William Singleton wsingleton@ocers.org. OCERS is not responsible for, and has no liability for or obligation to correct any errors or omission in this RFP.

Section 3: Background

OCERS is soliciting proposals from qualified attorneys to serve on OCERS' Hearing Officer Panel. The members of the Hearing Officer Panel serve as referees whenever it is necessary to hold an evidentiary hearing in disability retirement determinations and retirement benefit matters brought before the OCERS Board of Retirement. The term of service is seven years.

Section 4: Scope of Services/Requirements

A Hearing Officer, under the supervision of the OCERS General Counsel, will be expected to provide the following range of legal services to OCERS:

- The Hearing Officer will act as a referee pursuant to California Government Code Section 31533 and conduct hearings for cases under the County Employees Retirement Law of 1937, Government Code sections 31450, et. seq. (the "CERL"). OCERS has no obligation to submit cases to the Hearing Officer.

- The Hearing Officer’s services shall be performed in accordance with, and Hearing Officer shall be familiar with:
 - i. all relevant provisions of the CERL, as amended;
 - ii. relevant and binding legal precedents interpreting the CERL;
 - iii. the OCERS Board of Retirement (Board) Policy: Adjudication Policy and Administrative Hearing Rules (Disability and Non-Disability Benefits) (the “Hearing Rules”) as may be amended or superseded by OCERS from time to time;
 - iv. The OCERS Administrative Procedure (OAP): Administrative Hearing Filing Procedure, as may be amended or superseded by OCERS from time to time (the “Filing Procedure OAP”);
 - v. all other applicable laws, rules and policies of OCERS, including but not limited to the OCERS Board Policy: Hearing Officer Selection and Retention Policy;
 - vi. the rules of procedure and evidence that is generally applicable in administrative hearings; and
 - vii. the Orange County Bar Association Civility Guidelines.
- The Hearing Officer must warrant that he/she shall be and remain fair and impartial and shall comply with the applicable Rules for Professional Conduct of the State Bar of California, the Orange County Bar Association Civility Guidelines, and any other applicable rules or procedures addressing fairness or impartiality, and subdivision D of Canon 6 of the Code of Judicial Ethics.
- Any challenges to the Hearing Officer’s ability to hear a case based upon bias shall be decided as set forth in the Hearing Rules.
- The Hearing Officer will conduct hearings, review evidence, and render timely written reports to the Board and the applicant for benefits, which reports shall contain proposed findings of fact and a recommended decision.
- The Hearing Officer’s duties shall be performed in a timely and efficient manner. The Hearing Officer shall abide by the rules and timelines provided in the Hearing Rules, and ensure that the parties in matters before him/her abide by the rules and timelines provided in the Hearing Rules. The Hearing Officer shall provide a written report within the time frames set out in the Hearing Rules.

In addition to the foregoing, core skills and expertise of the Hearing Officer shall include excellent oral and written communication skills, sound judgment, the ability to work well with and maintain the confidence of the Board and staff, and the ability to deliver services in a timely and cost effective manner.

The selected attorney shall provide all personnel, equipment, tools, materials, vehicles, supervision, and other items and services necessary to perform all services, tasks, and functions as defined in this RFP.

Section 5: OCERS’ Point of Contact

From the date of issuance of this RFP until the selection of one or more Hearing Officers is completed and announced, respondents are not permitted to communicate with any OCERS staff member or Board Members regarding this RFP, except through the Point of Contact named herein. Respondents violating the communications prohibition may be disqualified at OCERS’ discretion. Respondents having current business with OCERS must limit their communications to the subject of such business.

The Point of Contact for questions and all matters relating to this RFP is:

Name & Title:	William Singleton, Paralegal
Address:	Orange County Employees Retirement System 2223 E Wellington Ave., Suite 100 Santa Ana, CA 92701

Telephone: (714) 569-4813

Email: wsingleton@ocers.org

OCERS Website: www.ocers.org. See the OCERS website for status of the RFP and announcements. These may also be found at www.ocers.org/rfp/requestforproposal.htm

Section 6: Responses to this RFP

It is the responsibility of the respondent to ensure that its proposal arrives on or before the specified time and date. Failure to comply with this provision will result in disqualification of the proposal. Proposals must be received by OCERS by 5 p.m. (Pacific Time Zone) by the due date stated below in the RFP Calendar.

Proposals shall be submitted electronically in Microsoft Word or Adobe Acrobat PDF format to the email address noted in *Section 5*, together with two hard copy submitted to the address noted in *Section 5*. The name of the Point of Contact must be included in the address.

Note that proposals will be subject to disclosure to the public upon written request under the California Public Records Act. See *Section 13: Notice Regarding the California Public Records Act and the Brown Act* below for additional information.

Section 7: Proposal Requirements

Proposals must include the following information:

1. A current Curriculum Vita must be included in the proposal.
2. The candidate shall provide an affirmative statement that if he/she is selected to serve as a Hearing Officer, he/she will be independent of OCERS and not related in any way to OCERS' business operations. The candidate should also provide an affirmative statement that he/she is not currently in litigation with OCERS, the County of Orange, or any other agency referenced in Section 1 above.
3. The candidate shall provide an affirmative statement that he/she has not given a gift or political campaign contribution to any officer, Board member, or employee of OCERS within the past twenty-four (24) months.
4. The candidate shall certify that he/she is an active member, in good standing, with the State Bar of California. The member shall also certify that he or she has been practicing law as a licensed member of the State Bar of California for a minimum of five years. The candidate shall provide his or her California State Bar number.
5. The candidate shall provide information sufficient to determine the nature and severity of any legal malpractice case or claim in the last five (5) years, any sanctions used by any court against them for the last five (5) years, and any discipline (either public or private) issued by the California Bar, or the Bar of any other jurisdiction, ever issued against the candidate.
6. The candidate shall provide as much information as possible about past experience as an adjudicator (e.g., judge, judge pro-tem, hearing officer, arbitrator, etc.) in addition to past experience in CERL cases, other public agency retirement cases, and disability, Social Security, or workers' compensation law.
7. The candidate shall list separately any prior work performed for OCERS. Please indicate the nature and scope of the work as well as the dates. Please note, there is a two year moratorium prohibiting past Hearing Officers from being retained by OCERS for a subsequent contract term.

8. The candidate shall detail any work performed for any other retirement system or pension plan.
9. The candidate shall detail any work performed in the field of workers compensation law.
10. The candidate shall detail any work performed as a judge, judge pro-tem, arbitrator, referee, or neutral.
11. The candidate shall represent that he/she does not perform any other work that would create a potential conflict of interest with regard to the work to be performed for OCERS. Such work could include representation of OCERS' plan sponsors or retirement system members in actions against OCERS.
12. The candidate shall submit writing samples for review that demonstrate the candidate's ability to fully discuss the merits of legal issues and apply relevant legal standards. Writing samples submitted are subject to the California Public Records Act. Therefore, writing samples should be redacted appropriately.
13. Any other information that the respondent deems relevant to OCERS' selection process.

Section 8: Review and Evaluation Criteria

Respondents will be evaluated in the discretion of OCERS based upon the following factors:

- Information provided in the proposal, including writing samples
- Depth of experience and knowledge
- Information provided by references
- Communications skills
- Interviews, if any

The factors will be considered as a whole. The balancing of the factors is in OCERS' sole discretion. Factors other than those listed may be considered by OCERS in making its selection. OCERS reserves the right in its discretion to request additional information from any respondent, although such requests may not be made to all respondents. OCERS reserves the right to require one or more interviews with or personal presentations by finalists to be conducted with OCERS legal staff, management and/or Board Members.

During the evaluation process, OCERS reserves the right to request additional information from the prospective Hearing Officer including, without limitation, information regarding malpractice claims and discipline, writing samples, references, and experience in adjudicatory roles.

Part of the evaluation process may include formal Interviews. In this case, qualified candidates will be asked to attend an interview with OCERS' personnel.

Section 9: Right to Reject Proposal

By submitting a proposal, respondents acknowledge that they have read this RFP, understand it, and agree to be bound by its requirements unless clearly and specifically noted in the response submitted. OCERS reserves the right without prejudice to reject any and all responses and to cancel this RFP. OCERS reserves the right to modify the terms and requirements of this RFP. Any such changes or corrections will be posted on OCERS' website, available at www.ocers.org.

Section 10: Incomplete Responses; Defects in RFP

If the information in a response is deemed to be insufficient for evaluation, OCERS reserves the right to request additional information or to reject the proposal outright. False, incomplete or unresponsive statements in connection with a proposal may be sufficient for its rejection. The selection of the fulfillment of the requirements will be determined by OCERS and such judgment shall be final.

Section 11: Schedule of Events

Respondents must communicate any questions regarding this RFP by the deadline stated in the RFP Calendar. Questions should be sent in writing via email to WSingleton@OCERS.org. Questions and answers will be communicated to all respondents by posting a Questions and Answers Document on OCERS website by the date stated in the RFP Calendar. OCERS reserves the right to modify this schedule at any time.

RFP CALENDAR

Deliverable	Date	Time
Release of RFP	July 23 rd , 2018	5:00 pm (Pacific Time)
RFP Questions Deadline	July 30 th , 2018	5:00 pm (Pacific Time)
RFP Answers Posted to Website	August 6 th , 2018	5:00 pm (Pacific Time)
RFP Submission Deadline	August 17 th , 2018	5:00 pm (Pacific Time)
OCERS Review of RFP Submissions	August 20 th through August 31 st , 2018	
Notification of Finalists	By the end of September 7 th , 2018	
Finalists interviews	Week of September 24 th , 2018	
Contract Award Notifications	TBD	

Section 12: Addenda

OCERS may modify this RFP prior to the date fixed for submission by posting, mailing, emailing or faxing an addendum to the respondents known to be interested in submitting a proposal. If any respondent determines that an addendum unnecessarily restricts its ability to bid, it must notify OCERS in writing no later than three days before the deadline for submitting bids. Failure of a respondent to receive or acknowledge receipt of any addendum shall not relieve the respondent of the responsibility for complying with the terms thereof.

Section 13: Notice Regarding the California Public Records Act and the Brown Act

All proposals submitted in response to this RFP will become the exclusive property of OCERS. Proposals will not be returned to the respondent and will be subject to public disclosure pursuant to the California Public Records Act (California Government Code Sections 6250 *et. seq.*, the "Act") at such time as a recommendation

for award of a contract has been announced. The Act provides generally that all records relating to a public agency's business are open to public inspection and copying, unless specifically exempted under one of several exemptions set forth in the Act.

If a respondent believes that any portion of its proposal is exempt from public disclosure under the Act, such portion must be marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY." OCERS will not publicly disclose any portions so designated, provided that such designation is, in OCERS' reasonable discretion, in accordance with applicable law. Proposals marked in their entirety as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" will not be honored, and OCERS will not deny public disclosure of all or any portion of proposals so marked. By submitting a proposal with specifically selected portions marked "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" respondent represents that it has a good faith belief that such material is exempt from disclosure under the Act, and respondent agrees to reimburse OCERS for, and to indemnify, defend and hold harmless OCERS, its officers, fiduciaries, employees and agents from and against: (a) any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses including, without limitation, attorneys' fees, expenses and court costs of any nature whatsoever (collectively, "Claims") arising from or relating to OCERS' non-disclosure of any such designated portions of respondent's proposal; and (b) any and all Claims arising from or relating to OCERS' public disclosure of any such designated portions of respondent's proposal if OCERS reasonably determines disclosure is deemed required by law, or if disclosure is ordered by a court of competent jurisdiction.

In addition to the foregoing, OCERS Board of Retirement and committee meetings are subject to California open meeting requirements set forth in the Ralph M. Brown Act (Gov. Code §§ 54950-54962) (the "Brown Act"). Respondent's proposal and/or contract (if the respondent is selected) may be presented or discussed at a public meeting of the OCERS Board of Retirement (or at a Board committee meeting). Among other things, that means that, regardless of whether respondent marks portions of its proposal as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY," that information may be discussed or presented at a meeting that is open to the public under the Brown Act.

Section 14: Engagement Agreement

The selected Hearing Officers will be required to execute an Agreement for Hearing Officer Services substantially in the form attached hereto as Attachment 1.

Section 15: General Conditions

This RFP is not an offer to contract. Acceptance of a proposal neither commits OCERS to award a contract to any respondent even if all requirements stated in this RFP are met, nor does it limit OCERS' right to negotiate the terms of an engagement agreement in OCERS' best interest, including requirement of terms not mentioned in this RFP. OCERS reserves the right to contract with a respondent for reasons other than lowest price.

Failure to comply with the requirements of this RFP may subject the proposal to disqualification. Publication of this RFP does not limit OCERS' right to negotiate for the services described in this RFP. If deemed by OCERS to be in its best interests, OCERS may negotiate for the services described in this RFP with a party that did not submit a proposal. OCERS reserves the right to choose to not enter into an agreement with any of the respondents to this RFP.

Section 16: Reservations by OCERS

In addition to the other provisions of this RFP, OCERS reserves the right to:

1. Cancel this RFP, in whole or in part, at any time.

2. Make such investigation as it deems necessary to determine the respondent's ability to furnish the required services, and the respondent agrees to furnish all such information for this purpose as OCERS may request.
3. Reject the proposal of any respondent who is not currently in a position to perform the contract, or who has previously failed to perform similar contracts properly, or in a timely manner, or for any other reason in OCERS' sole discretion.
4. Waive irregularities, to negotiate in any manner necessary to best serve the public interest, and to make a whole award, multiple awards, a partial award, or no award.
5. Award a contract, if at all, to the entity that OCERS believes in its sole discretion will provide the best match to the requirements of the RFP and the service needs of OCERS, which may not be the proposal offering the lowest fees.
6. Reject any or all proposals submitted in response to this RFP.
7. Determine the extent, without limitation, to which the services of a successful respondent are or are not actually utilized. In other words, award of a contract does not guarantee that the Hearing Officer will be assigned any hearings.
8. The information that a respondent submits in response to this RFP become the exclusive property of OCERS. OCERS will not return any proposal or reimburse proposal preparation or submission expenses.

Section 17: Non-Discrimination Requirement

By submitting a proposal, the respondent represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition.

Section 18: Where to Submit Proposals

Proposals shall be submitted prior to the deadline stated in the RFP Calendar as follows:

Electronically in Microsoft Word or Adobe Acrobat PDF format to:

wsingleton@ocers.org

AND two hard copies shall be submitted to:

Orange County Employees Retirement System

Attention: **William Singleton, Paralegal**

2223 E. Wellington Ave., Suite 100

Santa Ana, CA 92701

AGREEMENT FOR HEARING OFFICER SERVICES

This Agreement is made and entered into by and between the Orange County Employees Retirement System (hereafter “OCERS”), having a principal place of business at 2223 East Wellington Avenue, Suite 100, Santa Ana, CA 92701 and _____, (hereafter “Hearing Officer”), having a principal place of business of _____.

RECITALS

- A. Pursuant to the provisions of the County Employees Retirement Law of 1937 (“CERL”), Cal. Gov’t Code §§ 31450 *et seq.*, OCERS is authorized to provide for the conduct of appropriate hearings by a referee or Hearing Officer in connection with the determination of applications of OCERS members for benefits under the CERL, Cal. Gov’t Code § 31533; and
- B. The Hearing Officer represents and OCERS has determined that the Hearing Officer is a member of the State Bar of California (State Bar No. _____) and has the requisite qualifications and experience to serve as a referee; and
- C. The Board has determined to retain the services of Hearing Officer as one of the appointed referees on an as-needed, time-to-time basis to conduct such hearings; and
- D. The Hearing Officer wishes to act as one of the OCERS-appointed referees on such an as-needed basis, for the term of the contract; and
- E. OCERS has authorized the Chief Executive Officer to enter into this Agreement with the Hearing Officer.

NOW, THEREFORE, it is mutually agreed as follows:

1. Availability

Hearing Officer agrees, as needed, to act as a referee pursuant to California Government Code Section 31533 and conduct hearings for OCERS to review cases under the CERL. OCERS has no obligation to submit cases to the Hearing Officer.

2. Responsibilities

- A. Hearing Officer’s services shall be performed in accordance with, and Hearing Officer shall be familiar with:
 - viii. all relevant provisions of the CERL, as amended;
 - ix. relevant and binding legal precedents interpreting the CERL;
 - x. the OCERS Board of Retirement (Board) Policy: Adjudication Policy and Administrative Hearing Rules (Disability and Non-Disability Benefits) (the “Hearing Rules”) as may be amended or superseded by OCERS from time to time;
 - xi. The OCERS Administrative Procedure (OAP): Administrative Hearing Filing Procedure, as may be amended or superseded by OCERS from time to time (the “Filing Procedure OAP”);
 - xii. all other applicable laws, rules and policies of OCERS, including but not limited to the OCERS Board Policy: Hearing Officer Selection and Retention Policy; and

- xiii. the rules of procedure and evidence that is generally applicable in administrative hearings;
- xiv. the Orange County Bar Association Civility Guidelines.

- B. Hearing Officer specifically warrants that he/she shall be and remain fair and impartial and shall comply with the applicable Rules for Professional Conduct of the State Bar of California, the Orange County Bar Association Civility Guidelines, and any other applicable rules or procedures addressing fairness or impartiality. Hearing Officer warrants and agrees that he/she shall be familiar with, subject to and be bound by subdivision D of Canon 6 of the Code of Judicial Ethics.
- C. Any challenges to the Hearing Officer's ability to hear the case based upon bias shall be decided as set forth in the Hearing Rules.
- D. Such services shall include, but shall not be limited to, the conduct of hearings, the review of evidence, and the rendering of timely written reports to the Board and the applicant for benefits, which report shall contain proposed findings of fact and recommended decision.
- E. The Hearing Officer's duties shall be performed in a timely and efficient manner. The Hearing Officer shall abide by the rules and timelines provided in the Hearing Rules, and ensure that the parties in matters before him/her abide by the rules and timelines provided in the Hearing Rules. The Hearing Officer shall provide the written report within the time frames set out in the Hearing Rules.

3. Compensation

- A. Except as set out below, Hearing Officer's sole and complete compensation for services rendered pursuant to this Agreement, including any and all overhead, secretarial and supplies, shall be payment at the rate of \$250/hour for time reasonably expended in conducting the hearing and preparing the written report, and for travel to and from the hearing location, up to a maximum of one hour.
- B. If a scheduled hearing is canceled, and Hearing Officer does not receive at least fifteen (15) calendar days' notice of such cancellation, the Hearing Officer will receive a cancellation fee as follows:
 - i. If Hearing Officer is notified of the cancellation fewer than fifteen (15) days prior to the scheduled hearing date, but before commencing travel to the designated hearing location, Hearing Officer will receive a cancellation fee of \$250.00.
 - ii. If Hearing Officer is notified of the cancellation after commencing travel to the designated hearing location, Hearing Officer will receive a cancellation fee of \$250.00, plus compensation for travel time at the rate of \$250/hour for up to one hour of travel each way.
 - iii. If Hearing Officer is notified of the cancellation fifteen (15) or more calendar days prior to the scheduled hearing date, no cancellation fee will be paid.
 - iv. If the Hearing Officer is notified of a postponement after he/she commences travel, he/she shall be paid for his/her actual travel time.

4. Term

- A. This Agreement shall be effective for seven (7) years from the date set out above, unless sooner terminated. This Agreement may not be renewed or extended after its expiration except as further set forth below.
- B. The Hearing Officer may terminate this Agreement without cause upon thirty (30) days prior written notice to OCERS.
- C. OCERS may immediately terminate this Agreement upon written notice to the Hearing Officer for any of the following reasons: fraudulent billing practices; discipline by the State Bar of California; and failing to maintain an active status with the State Bar of California and any other material default on the part of the Hearing Officer under this Agreement. If this Agreement is terminated under this paragraph, the Hearing Officer shall not be entitled to any compensation after the date of termination. Upon termination of this contract, the Hearing Officer shall immediately return all documents received or prepared by the Hearing Officer in the performance of this Agreement. OCERS shall appoint a new Hearing Officer on all pending cases to which the Hearing Officer was assigned.
- D. OCERS may terminate this Agreement upon thirty days prior written notice to the Hearing Officer for any of the following reasons: failure by the Hearing Officer to properly apply the CERL, the Hearing Rules and other policies adopted by the Board, or other binding legal precedents; failing to submit written reports in a timely manner, and within the timelines required pursuant to the Hearing Rules; failing to effectively manage the cases before the Hearing Officer in a fashion that ensures that matters are adjudicated timely and within the timeframes specified in the Hearing Rules that the time limits included; acting in a fashion that violates the Orange County Bar Association's Civility Guidelines. If this Agreement is so terminated, the Hearing Officer shall complete all pending reports before the termination date set out in such notice and shall be paid for such services provided to the date of termination. Upon termination of this contract, the Hearing Officer shall return all documents received or prepared by the Hearing Officer in the performance of this Agreement in a timely manner.
- E. The Hearing Officer shall complete all pending reports before the expiration date set forth in the contract unless the contract is terminated sooner and shall be paid for such services provided to the date of the expiration. Hearing Officer shall not be entitled to any compensation after the date of expiration.
- F. Notwithstanding any other provisions of this contract, this Agreement may be extended by mutual agreement of the parties only for purposes of completing a hearing and the necessary written reports on any case(s) previously assigned to the Hearing Officer which is pending at the time the contract expires. Such extension shall only be for such term as is necessary to complete the hearing and written reports on the pending matter(s). No extension of this contract shall be given for any other purpose or reason. Any work performed by the Hearing Officer as a result of such a mutually agreed upon extension shall be compensated at the same rate as set forth in this Agreement and subject to the same terms and conditions set forth in this Agreement except that the terms and conditions relating to the original duration of the Agreement shall not apply. Any work performed by the Hearing Officer subsequent to the expiration of this Agreement, whether subject to mutual agreement of the parties or not, shall in no way constitute a renewal of the Agreement.

5. Non-Assignment

This Agreement has been entered into by OCERS based upon Hearing Officer's personal qualifications. Therefore, Hearing Officer may not assign this Agreement, which requires his/her personal services.

6. Independent Contractor

In performing services under this Agreement, the Hearing Officer is an independent contractor and is not and shall not be deemed to be an employee of OCERS. The Hearing Officer shall not acquire or accrue any benefits, rights or compensations under this Agreement except as specifically set out herein.

7. Place of Performance

This Agreement is entered into, and shall be performed, in Orange County, State of California. This Agreement shall be interpreted and construed in accordance with the laws of the State of California and venue shall be in Orange County Superior Court, Central Justice Center.

8. Income Limitation

By signing below, Hearing Officer certifies that the annual income derived from the performance of this Agreement shall not exceed thirty-three percent (33%) of Hearing Officer's annual gross income, as reported on Form 1040, for any year of this Agreement. Hearing Officer shall provide to OCERS written evidence of compliance with this section on an annual basis at the anniversary date of the execution of this contract.

9. Ownership of Documents

Any and all documents received or prepared by the Hearing Officer in the performance of this Agreement shall be and remain the property of OCERS.

10. Miscellaneous

This writing contains the full Agreement of the parties and cannot be amended or altered except in a writing signed by both parties. No waiver of any term or condition of this Agreement shall be a continuing waiver thereof.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth above.

11. Notice

Hearing Officer will keep OCERS informed of Hearing Officer current place of business. Hearing Officer shall maintain an e-mail address to which service of all documents filed pursuant to the Hearing Rules shall be sent and to which all notices required under this agreement may be sent.

All notices required under this agreement shall be directed to:

OCERS
OCERS Legal Department
2223 E. Wellington Avenue Suite 100
Santa Ana, California, 92701
WSingleton@ocers.org

Hearing Officer
[Doctor Name]
[Street Address]
[City, CA, 9____]
_____@_____.____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below:

DATE: [Date]

ORANGE COUNTY EMPLOYEES [Hearing Officer]
RETIREMENT SYSTEM

Gina M. Ratto [Hearing Officer]
General Counsel

Steve Delaney
Chief Executive Officer