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DEPARTMENT OF MENTAL HEALTH

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Reply To: (213) 738-4601
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November 3, 2005

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

Dear Supervisors:

APPROVAL OF REQUEST FOR STATEMENT OF QUALIFICATIONS PROCESS FOR THE SOLICITATION OF MENTAL HEALTH SERVICES ACT COMMUNITY SERVICES AND SUPPORTS PLAN SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Department of Mental Health (DMH) to begin the Request for Statement of Qualifications (RFSQ) process as described in a flowchart (Attachment I), using a RFSQ document substantially similar to Attachment II, for the solicitation of Mental Health Services Act (MHSA) services in accordance with the Los Angeles County Mental Health System's Community Services and Supports (CSS) Plan approved by your Board under Item No. 47 of the Agenda dated October 11, 2005, and submitted to the State Department of Mental Health (SDMH).

2. Delegate authority to the Director of Mental Health to amend the RFSQ as funding for other SDMH-approved MHSA plans becomes available and/or as services are developed under the CSS Plan. Appropriate notification of such amendments to the RFSQ will be provided to your Board, the Chief Administrative Office, and County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 11, 2005, your Board approved DMH's submission of the proposed CSS Plan, which was developed in accordance with Stakeholders' recommendations and SDMH's requirements. The MHSA requires that each county prepare and submit a

three-year mental health program plan for approval by the SDMH after review and comment by the State's Oversight and Accountability Commission. The CSS Plan is the first of five (5) substantive plans that must be developed to access available MHSA funding.

With your approval of the CSS Plan and the submission of it to SDMH, DMH is now moving from planning and development into design and implementation of the CSS Plan in order to transform and expand the delivery of mental health services provided by State and county agencies from a system that focuses primarily on clinical services into one in which DMH can partner with clients, their families, and their communities to provide (under client and family direction) whatever it takes to enable people to attain their goals toward recovery.

The proposed RFSQ process (initial and ongoing) provides a solicitation process that is a fair and equitable alternative to the Request for Proposal (RFP) process and meets required County policies. The proposed RFSQ process will simplify and streamline the MHSA solicitation and contracting process enabling DMH to establish a non-exclusive list of pre-qualified contractors that will have met the minimum qualifications listed in the RFSQ and will have demonstrated relevant experience and staff capability to provide the various services detailed in the CSS Plan. In response to the RFSQ, DMH will, on a continuous basis, accept proposers' Statement of Qualifications (SOQs) evaluating them on a bi-annual basis, and executing Master Agreements or, for existing contractors, Amendments for such pre-qualified contractors. The execution of Master Agreements or Amendments does not guarantee a contractor any amount of MHSA funding.

Once SDMH has approved DMH's CSS Plan and DMH has identified a MHSA Master Agreement list of pre-qualified contractors, DMH will return to your Board with a request for 1) approval of the MHSA Master Agreements/Amendments format (a Master Agreement will be issued to new DMH contractors, and an Amendment will be issued to existing DMH contractors), 2) delegated authority to execute MHSA Master Agreements/Amendments establishing a list of pre-qualified contractors, 3) delegated authority whereby DMH can execute contract amendments that are based on the Request for Services (RFS) proposal process and that do not exceed a 20 percent increase in existing contractors' Maximum Contract Amounts (MCA), (DMH will return to your Board again for authority to execute contract amendments with new contractors and existing contractors where there is over a 20 percent increase in their MCAs), and 4) acceptance of MHSA funds from the State and a corresponding Budget Adjustment.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the County's Organizational Goal No. 3, "Organizational Effectiveness." Approval of this RFSQ

process will improve the delivery, efficiency, and effectiveness of mental health operations governed by the MHSA across the entire service delivery system of directly-operated and contract providers, fee-for-service network providers, and hospitals.

FISCAL IMPACT/FINANCING

There is no impact on net County cost.

Approval of the RFSQ process does not guarantee any contract amount or allocation of resources. Approval of these proposed actions merely provides DMH with a simplified and streamlined method of solicitation to develop a list of qualified contractors who will then be used, through the RFS proposal process, to allocate MHSA resources in the future.

The first CSS Plan will cover three (3) Fiscal Years (FY), and the State has projected that Los Angeles County will receive about $280 million over that period.

The projected MHSA funds for CSS are as follows:

- FY 2005-2006 - $89,792,800 ($44,896,400 in ongoing funds, $44,896,400 in one-time only funds)
- FY 2006-2007 - $90,690,728
- FY 2007-2008 - $96,078,296

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DMH CSS Plan is a conceptual framework designed to create a culturally competent mental health system, which promotes recovery and wellness for adults and older adults with severe mental illness and resiliency for children and youth with serious emotional disorders and their families. The CSS Plan was shaped and developed following SDMH requisite guiding principles which included: (1) significant increases in the level of participation and involvement of clients and their family members in all aspects of the community mental health system and programs; (2) changes in access and increased geographic proximity of services and programs; (3) age-specific strategies for children and youth, Transitional Age Youth (TAY), adults, and older adults; (4) increase in community partnerships; (5) expansion of culturally competent services and programs; and (6) expanded outcome monitoring and achievement of MHSA accountability goals.

RFSQ. The RFSQ process as described in the flowchart (Attachment I) will be a major component of the design and implementation phase of the CSS Plan. For many of the

work plans within the CSS Plan, DMH will utilize the RFSQ process to establish a MHSA Master Agreement list of pre-qualified contractors that will provide mental health services in accordance with the County's CSS Plan. This process is intended to simplify and streamline the MHSA solicitation and contracting process. This will improve the delivery, efficiency, and effectiveness of mental health operations governed by the MHSA across the entire service delivery system that includes, but is not limited to, current directly-operated and contract providers and community partner agencies and organizations.

The RFSQ timeline is as follows:

November 3, 2005	Filing of this Board letter.
November 15, 2005	Board adoption of this Board letter.
November 16, 2005	RFSQ solicitation process begin.
December TBA 2005	First round – SOQ submissions due.
December TBA 2005	Review SOQ submissions and qualify proposers.
January 2006	Select first round of qualified proposers.
January 2006	Filing of Board letter requesting 1) delegated authority to execute Master Service Agreements with qualified contractors establishing a list of first round CSS Plan contractors, 2) authority to execute amendments for services up to the 20 percent delegated authority limit (DMH will return to your Board again for authority to execute contract amendments with new contractors and existing contractors where there is over a 20 percent increase in their MCAs), and 3) acceptance of the MHSA funds through a corresponding Budget Adjustment.
February - June 2006	Ongoing RFSQ process.
February - June 2006	Ongoing RFS process.

Solicitation Process. The CSS Plan solicitation process will be an ongoing process, with the first round selection of contractors occurring in the next two to three months. This ongoing process will enable eligible contractors to submit statements for additional services as the Statements of Work (SOW) are developed. It will also allow for new contractors that require a longer length of time to complete the RFSQ and/or to meet the qualifications to apply. The solicitation process has the following two phases:

- Phase I: Statement of Qualifications (SOQ): The intent of this phase is to qualify proposers for multiple parts of the CSS Plan. DMH will solicit for various types of services under the CSS Plan utilizing a RFSQ. The first section of the RFSQ will include Countywide requirements, such as insurance coverage, financial viability, jury service, child support, etc. This section will remain the same for all services solicited under the CSS Plan. The second section of the

RFSQ will identify skill categories, experience, and capacities required for each specific service. The RFSQ allows potential contractors, upfront, to identify what services they are qualified for or capable of providing. Phase I would enable DMH to assess and ensure that proposers not only meet the minimum County qualifications, but also identify the general services for which they are eligible/able to provide. The SOQ responses from proposers will be used to establish a MHSA Master Agreement list that, in turn, will be used to identify and select qualified contractors during Phase II.

- Phase II: Request for Services (RFS): The intent of Phase II is to select contractors identified in Phase I that represent a capacity to deliver specific services, depending on the RFS' SOW for each service, age and/or focal population category. Based on SDMH approval of each component of the CSS Plan and the development of SOWs, a RFS will be sent to contractors that have been qualified under the RFSQ and are on the MHSA Master Agreement list. Specific RFS - SOWs will be issued only to those contractors on the Master Agreement matrix that would best be able to fulfill the SOW based on their pre-qualifications. The RFS will include detailed and specific SOWs identifying service categories and target populations.

Statement of Work. During the first round solicitation, the RFSQ will focus on a two (2) service categories: 1) Full Service Partnerships (FSP) and 2) Safe Havens, a component of the Housing work plan. In addition to these categories of service, SOWs will also be developed over the next few months, which will include other CSS work plans, e.g., Service Area Navigator Teams, Housing, Alternative Crisis Services, Institution for Mental Disease (IMD) Step Down Facilities, Co-Occurring Disorders, Respite Care, Drop-in Centers, Probation, Wellness/Client-Run Center, and Field Capable Clinical Services. The SOWs will further be broken down into age-specific categories.

The RFS will include detailed and specific SOWs that will include, but not be limited to the following service categories and focal age group populations:

Service Categories:

- FSP in which people create their own plans for recovery with support from professionals and peers, and receive traditional mental health services as well as a wide array of other services and 24/7 support to make their plan a reality.
- Housing and residential services, including temporary, supportive and permanent housing.
- Peer support, peer counseling, and peer mentoring.
- Counseling, assessment, and other traditional mental health services.

- A wide array of alternative crisis services to help people stay out of emergency rooms or other institutions and involuntary settings.
- Bridging and support services to help people find supports they need in their communities.
- Outreach and engagement services.
- Psychiatric Emergency services through the establishment of Urgent Care Centers geographically located to support community-based interventions, including full-service partnerships, as well as dedicating funds for ancillary services and programs that are essential to support clients' ability to remain in their communities.

Focal Age Group Populations:

- *Children (0-15)* and families of children with severe emotional disturbances who have been or are at risk of being removed from their homes by the County; are in families affected by substance abuse issues; are experiencing extreme behaviors at school; or are involved with probation.
- *TAY (16-25)* suffering from severe mental health issues who are struggling with substance abuse disorders; are homeless or at-risk of becoming homeless; are aging out of the children's mental health, child welfare or juvenile justice system; are leaving long-term institutional care; or are experiencing their first psychotic break.
- *Adults (26-59)* who have severe and persistent mental illness and who are suffering from substance abuse or other co-occurring disorders, and/or who have suffered trauma; are homeless; are in jail; are frequent users of hospitals and emergency rooms; are cycling through different institutional and involuntary settings; or are being cared for by families outside of an institutional setting.
- *Older Adults (60+ years)* who have severe and persistent mental illness and who are not currently being served and have reduced functioning; are homeless or at risk of being homeless; are institutionalized, or at risk of being institutionalized; or are in nursing homes or receiving hospital or emergency room services.

In the next few weeks DMH will develop a methodology to address allocation of MHSA funds to multiple providers who qualify during Phase II.

Details on monitoring and measurement of required performance outcomes will be determined with each SOW, as will the development of the necessary infrastructure to track outcomes over time.

First Round Provider Selection: The emphasis on the first round of contractor selection is on those with demonstrated experience. This will enable DMH to provide services as quickly as possible under the MHSA CSS Plan funding. Because it is anticipated that SMDH will not issue approval of the CSS Plan until January 2006, services utilizing FY 2005-2006 funds can expeditiously be delivered by experienced mental health providers. Consequently, the first round of contractors selected will be those agencies with the capacity to provide services immediately. DMH will encourage subcontracting with community-based organizations and building the infrastructure for agencies that do not meet the initial requirements under the RFSQ.

CONTRACTING PROCESS

Upon Board approval, DMH will implement the RFSQ process soliciting SOQs from proposers who meet the minimum qualifications listed in the RFSQ, many of whom will have demonstrated experience and capability to provide mental health services in accordance with the MHSA.

Minimum requirements, based on County minimum requirements as developed for each category of service and on additional provider selection requirements developed for each category of service, are a detailed part of the SOQ submission and include, among other required format and compliance statements: 1) a summary of relevant background information about the proposer including the number of years of experience providing the required, equivalent or related services; and 2) a discussion for each service the proposer would perform to demonstrate an understanding of the scope of services requested. Proposers who do not have current experience as a DMH contractor will need to address all minimum requirements in their SOQs; a short form of the SOQ will be available for existing DMH Legal Entity contractors who already qualify with relevant experience and capabilities in providing mental health services.

Even if a proposer currently has a Settlement Agreement with DMH, the proposer will be eligible to submit a SOQ and can be selected to be on the Master Agreement list; however, there will be a moratorium on expansion and/or implementation of any new programs for proposers with Settlement Agreements during the repayment period. Any exemption from this penalty will require justification that this restriction would negatively impact planned program services.

The solicitation will be posted on the Office of Small Business (OSB) and DMH web sites and mailed to over a thousand prospective bidders. Based on evaluation criteria, DMH will enter into Master Agreements/Amendments with those contractors who meet the RFSQ minimum requirements. Once the Master Agreements/Amendments have been fully executed, a Master Agreement list will be developed whereby DMH will move to the

second step of the RFSQ process issuing specific RFSs that include detailed and specific SOWs by service type, target population, and area of service delivery.

The RFSQ format has been approved as to form by County Counsel. The CAO has reviewed the proposed actions. Clinical and administrative staff of DMH will also continue to administer and supervise the agreements, evaluate programs to ensure that quality services are being provided to clients, and ensure that Master Service Agreement provisions and DMH policies are being followed.

This is not a Proposition A or cafeteria services contract; the Living Wage requirements are, therefore, not applicable. All recommended contractors will agree to abide by the County's Indemnification and Insurance requirements and all Board mandated requirements that include Contractor Responsibility and Debarment and Contractor's Charitable Activities Compliance requirements if they meet the minimum qualifications.

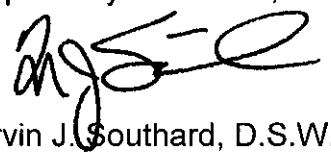
IMPACT ON CURRENT SERVICES

Approval of the implementation of a RFSQ process will increase the service delivery system to include more contractors who will have the capability of "doing whatever it takes" to meet the needs the CCS Plan target population to attain their goals toward recovery.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board's action. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,



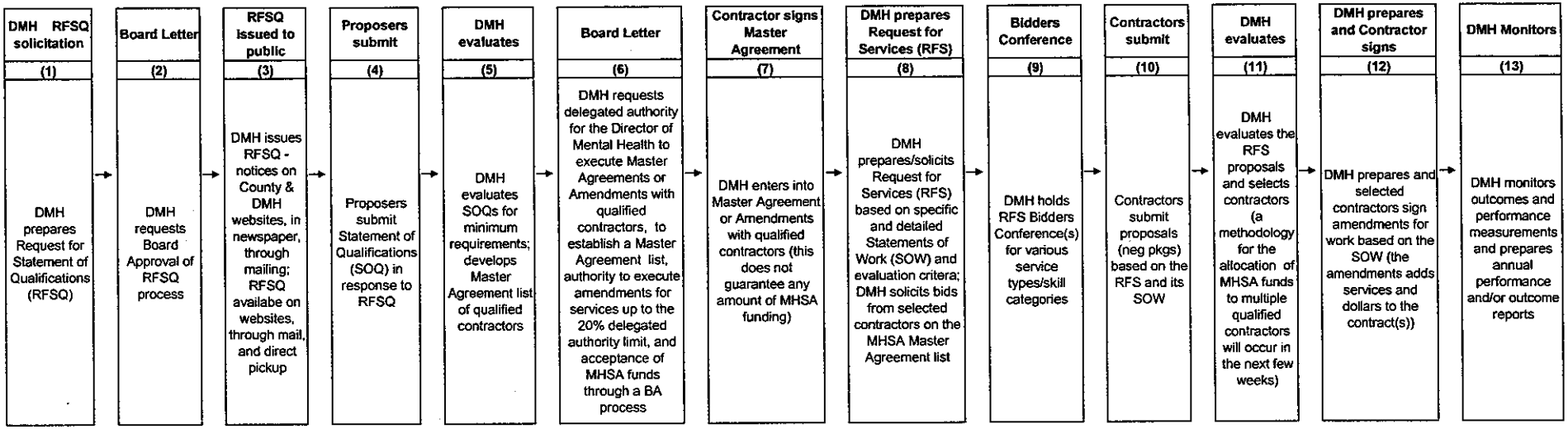
Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:RK:aw

Attachments (2)
c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission
Aw: MHSA RFSQ BL

Attachment I

Request for Statement of Qualifications (RFSQ) Solicitation Process



ATTACHMENT II

LOS ANGELES COUNTY
DEPARTMENT OF MENTAL HEALTH

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR
MENTAL HEALTH SERVICES ACT SERVICES (MHSA) MASTER AGREEMENT

November 2005

PREAMBLE

For over a decade, the County has collaborated 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 vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' 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, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. 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.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human

services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed

to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere

- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

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REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
MENTAL HEALTH SERVICES ACT SERVICES
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APPENDIX A: Required Forms
- Exhibit 1 Contractor's Organization Questionnaire
- Exhibit 2 Certification of No Conflict of Interest
- Exhibit 3 Vendor's EEO Certification
- Exhibit 4 LA County Community Business Enterprise Program – Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form
- Exhibit 5 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 6 Prospective Contractor List of Contracts
- Exhibit 7 Prospective Contractor References
- Exhibit 8 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 9 Los Angeles County Contractor Employee Jury Service Program – Certification Form & Application for Exception
- Exhibit 10 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)
- Exhibit 11 Charitable Contributions Certification
- Exhibit 12 Signature Page of MHSA Master Agreement

APPENDIX B: Transmittal Form to Request a Solicitation Requirements Review

APPENDIX C: Los Angeles Policy On Doing Business With Small Business

APPENDIX D: Jury Service Ordinance

APPENDIX E: Listing of Contractors Debarred in Los Angeles County

APPENDIX F: IRS Notice 1015

APPENDIX G: Safely Surrendered Baby Law

APPENDIX H: MHSA Master Agreement/Amendment

APPENDIX H1: Master Agreement Amendment

APPENDIX I: SOQ (Short Form)

1.0 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles, Department of Mental Health (DMH) hereby issues this Request for Statement of Qualifications (RFSQ) to Proposers to solicit Statements of Qualifications (SOQ) responses that will be used to qualify multiple contractors to enter into a Master Agreement with the County to provide mental health services in accordance with the Mental Health Services Act (MHSA).

The MHSA, adopted by the California electorate on November 2, 2004, creates a new permanent revenue source, administered by the State Department of Mental Health (SDMH), for the transformation and expanded delivery of mental health services provided by State and county agencies and requires the development of integrated plans for prevention, innovation, and system of care services. Funding provided through the MHSA will be used to transform the current mental health system from one that focuses primarily on clinical services into one in which DMH can partner with clients, their families and their communities to provide, under client and family direction, whatever it takes to enable people to attain their goals toward recovery.

The MHSA requires that each county mental health program prepare and submit a three-year plan for approval by the SDMH after review and comment by the State's Oversight and Accountability Commission. The DMH Community Services and Supports (CSS) Plan is the first of five distinct substantive plans that has been developed and submitted to SDMH on October 12, 2005, to access available MHSA funding for Fiscal Years 2005-2006, 2006-2007, and 2007-2008. As funding for other SDMH-approved distinct plans becomes available and/or as services are developed under the CSS Plan, the scope of work and minimum requirements of this RFSQ will be revised accordingly through addendums to this RFSQ.

The CSS Plan focuses on children and families, transition age youth (TAY), adults, and older adults who have the most severe and persistent mental illnesses or serious emotional disturbances including those who are at risk of homelessness, jail, or being put or kept in other institutions because of their mental illness. It is founded on several fundamental commitments that include: (1) promoting recovery for all who struggle with mental health issues; (2) achieving positive outcomes for all who receive mental health services; (3) delivering services in culturally appropriate ways, honoring the difference within communities; and (4) insuring that services are delivered in ways

that address disparities in access to services, particularly disparities affecting ethnic and cultural communities.

The CSS Plan is intended to provide services to people in our communities who are most severely challenged by mental health issues, including adults and older adults with severe and persistent mental illnesses, and children and youth suffering from severe emotional disturbances. The following are identified as priority focal age groups to receive services:

1. **Children (0 to 15)** with severe emotional disturbances and their families who:
   - Have been or are at risk of being removed from their homes by the County;
   - Are in families affected by substance abuse issues;
   - Are experiencing extreme behaviors at school; or
   - Are involved with Probation
2. **TAY (16-25)** suffering from severe mental health issues, who are:
   - Struggling with substance abuse disorders;
   - Homeless or at-risk of becoming homeless;
   - Aging out of the children's mental health, child welfare, or juvenile justice system;
   - Leaving long-term institutional care; or
   - Experiencing their first psychotic break.
3. **Adults (26-59)** who have severe and persistent mental illness and who are:
   - Suffering from substance abuse or other co-occurring disorders, and/or who have suffered trauma;
   - Are homeless;
   - Are in jail;
   - Are frequent users of hospitals and emergency rooms;
   - Are cycling through different institutional and involuntary settings; or
   - Are being cared for by families outside of any institutional setting.
4. **Older Adults (60 years+)** who have severe and persistent mental illness and who are:
   - Not currently being served and have reduced functioning;
   - Homeless or at risk of being homeless;
   - Are institutionalized, or at risk of being institutionalized;

- Who are in nursing homes, or receiving hospital or emergency room services.

The CSS Plan must also provide help to ethnic and racial communities and other communities having difficulty getting the help they need for themselves or their families when they have serious mental health issues.

The CSS Plan must provide the following categories of services designed to promote recovery and wellness for adults and older adults with severe mental illness and resiliency for children and youth with serious emotional disorders and their families:

1. **Full Service Partnerships (FSP)** in which people create their own plans for recovery with support from professionals and peers, and receive traditional mental health services as well as a wide array of other services – e.g., housing services, employment services, peer support services, substance abuse treatment services, recreational or other therapeutic services and 24/7 support to make their plan a reality.
2. **Housing and residential services**, including temporary, supportive and permanent housing.
3. **Peer support, peer counseling, and peer mentoring**.
4. **Counseling, assessment, and other traditional mental health services**.
5. **Alternative crisis services** to help people stay out of emergency rooms or other institutions and involuntary settings.
6. **Bridging and support services** to help people find supports they need in their communities.
7. **Outreach and engagement services**

From January 2006, the date DMH currently expects to begin receiving CSS funds following the State's review of the CSS Plan, through June 2008, the timeframe for this first CSS Plan, DMH estimates that these services will reach:

- 9,550 children and their families;
- 11,431 TAY and their families;
- 24,180 adults; and
- 7,296 older adults.

Additionally, DMH projects that:

- 59,323 adults, TAY and their families, older adults, and children and their families will receive alternative crisis services;

- 18,710 children and their families, TAY and their families, adults, and older adults will receive help finding the community based supports and services they need; and
- 45,000 children and their families, TAY and their families, adults, and older adults will learn more about mental health issues, the mental health services act, and how to get involved.

1.2 Overview of Solicitation Document

This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Including the Proposer's minimum qualifications, information regarding some of the requirements of the MHSA Master Agreement, and an explanation of the solicitation process.
- **INSTRUCTIONS TO PROPOSERS:** Contains instructions in how a Proposer should prepare and submit a SOQ.
- **SOQ REVIEW/SELECTION/QUALIFICATION PROCESS:** Contains information on how the SOQ will be reviewed, selected and qualified.
- **APPENDICES:**
  - **A - REQUIRED FORMS:** Forms 1 through 12 contained in this Section must be completed and included in the SOQ.
  - **B - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:**
  - **C - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS**
  - **D - JURY SERVICE ORDINANCE**
  - **E - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY**
  - **F - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
  - **G - SAFELY SURRENDERED BABY LAW**
  - **H - MHSA MASTER AGREEMENT**
  - **I - SOQ (Shortened Form, if applicable)**

1.3 Proposer's Minimum Qualifications for the initial RFSQ:

1.3.1 Proposer must have recent experience providing culturally and linguistically appropriate mental health services to children and/or adults as detailed in this Section's Paragraph 1.1 (Scope of Work), categories of services. Proposers with

experience in FSP programs and/or Safe Havens Supportive Housing services must submit as part of its SOQ, a program narrative not exceeding two (2) pages demonstrating that Proposer meets the following requirements by focal age groups (Children, TAY, Adults, and/or Older Adults):

1. **Full Service Partnerships (FSP)** that are culturally competent and shall include individualized client/family driven mental health services (traditional mental health services as well as a wide array of other services) and supports plans which offer integrated service experiences for clients and families.
   A. Proposers must demonstrate that they have experience in the delivery of FSP types of programs with successful outcomes; **or**
   B. Proposers must demonstrate that they have significant recent experience in the delivery of FSP type programs with one or more of the identified focal age groups, but have not had sufficient time to demonstrate successful outcomes; **or**
   C. Proposers must demonstrate they have experience in the delivery of services to children pre-natal to 5, to TAY, and/or to older adults. Such services may not have involved FSP type programs, but Proposers demonstrate a readiness to immediately implement a FSP program; **or**
   D. Proposers must demonstrate they have experience in the delivery of specialized integrated interventions – for example, for individuals and families with co-occurring mental health and substance abuse disorders. Such Proposers have current experience working with the County Mental Health system and demonstrate a readiness to immediately implement a FSP program.
2. **Safe Havens Supportive Housing** that serves hard-to-reach homeless persons with severe mental illnesses and that complies with the characteristics of a Safe Haven as described in Title IV, Subtitle D of the McKinney Act including;
   A. Proposers must have experience as a:
      1. 24 hour residence for eligible persons who may reside for an unspecified duration, or
      2. Private or semiprivate accommodations, or
      3. Overnight occupancy limited to 25 persons, or
      4. Low-demand services and referrals, or

5. Supportive services to eligible persons who are not residents on a drop-in basis, **and**

B. Proposers must demonstrate that they have site control, **and**

C. Proposers must demonstrate that they have applied for capital funding or have other means to provide for the funding if needed. If the proposed project is in conjunction with capital development, the Proposer must demonstrate experience in real estate development, construction, construction management or partner with an experienced real estate entity or consultant. If the Proposer is using a consultant, the consultant must be involved from pre-development through completion of the project, **and**

D. Proposers must demonstrate that they accept referrals from FSP programs as part of a continuum of housing options.

1.3.2 Proposer must provide at least five references (Appendix A-7) relating to the same or similar scope of services provided within the last three years. It is desirable that one reference be from a public entity.

1.3.3 Proposer must comply with the SOQ format and requirements, be properly organized regarding content and sequence, and contain all forms contained in Appendix A and as required in Section 2 (Instructions to Proposers), Paragraph 2.6 (Preparation and Format of the SOQ,) and Paragraph 2.7 (SOQ Submission), of this RFSQ.

1.3.4 Proposer must respond positively to a willingness to hire GAIN/GROW participants. (Section 1 (General Information), Paragraph 1.25 (Consideration of GAIN/GROW Participants for Employment).

1.3.5 Proposer must comply with the County's Child Support Compliance Program. (Section 1 (General Information), Paragraph 1.21 (Proposer's Adherence to County Child Support Compliance Program).

1.3.6 Proposer must certify intent to comply with the County's Jury Service Program. (Section 1 (General Information) Paragraph 1.30 (Jury Service Program).

1.3.7 Proposer must have the ability to comply with all insurance provisions as set forth in Section 8.23, "Insurance Coverage Requirements," of the MHSA Master Agreement in Exhibit H of this RFSQ.

1.3.8 Proposer must be financially viable, proof of which is determined by the review of the most current and prior two (2) fiscal years financial statement, including a

profit and loss/revenue and expenditure statements and balance sheet as prepared by a third party Certified Public Accountant that must be submitted as part of the SOQ. Proposers with average Annual Operating Revenues based on the following parameters shall submit either compiled, reviewed, or audited financial statements:

- Compiled financial statements for Proposers with annual operating revenues averaging up to $49,999,
- Reviewed financial statements for Proposers with annual operating revenues averaging from $50,000 - $499,999,
- Audited financial statements for Proposers with annual operating revenues averaging $500,000 or more.

1.3.9 Proposers with existing contracts in effect with DMH shall be considered to have met and satisfied financial viability and are not required to include financial statements identified in this Section of their SOQ submission package.

1.3.10 Even if a proposer currently has a Settlement Agreement with DMH, the proposer will be eligible to submit a SOQ and can be selected to be on the Master Agreement list; however, there will be a moratorium on expansion and/or implementation of any new programs for proposers with Settlement Agreements during the repayment period. Any exemption from this penalty will require justification that this restriction will negatively impact planned program services.

1.4 New Firm Eligibility

If a Proposer organization has been independently in business and has not yet completed, in its current entity, sufficient qualifying experience to meet the minimum requirements, the Proposer may substitute recent engagements which otherwise satisfy all professional and experiential requirements, which have been performed by, at most, two of the Proposer's principals, partners, or officers while in other organizations. If doing so, the Proposer must explicitly state that it has been in business as a separate entity and that its submissions are intended to qualify it under "Provisions for New Firms".

1.5 MHSA Master Agreement Process

The objective of this RFSQ process is to secure one or more qualified Proposers to provide mental health services as detailed in DMH's CSS Plan in accordance with the MHSA. Specific tasks, deliverables, etc. will be determined at the time DMH requests MHSA Statement of Work (SOW) bids through a Request for Services (RFS) process.

1.5.1 MHSA Master Agreement for new contractors or Master Agreement Amendments for existing DMH contractors will be executed with all Proposers determined to be qualified for various categories, including service categories, focal age groups, and service areas.

1.5.2 Upon DMH's execution of the MHSA Master Agreement or Master Agreement Amendment, qualified Proposers will become County MHSA Contractors. Thereafter MHSA Contractors, depending on demonstrated qualifications, in one or more areas that include Service Categories, Service Area(s), and Focal Age Groups, will from time to time be solicited under competitive conditions of a RFS to provide as needed mental health services in accordance specific MHSA SOW under Master Agreement amendments to be issued by DMH. The only compensation made to eligible Contractors under the MHSA Master Agreement or Master Agreement Amendments will be through satisfactory work performed as defined in the MHSA SOWs..

1.5.3 Amendments shall include a SOW Exhibit which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be described in the SOW and be on an actual cost, unit of service, or fixed price per deliverable basis, and subject to the Total Maximum Amount specified on each individual SOW Exhibit. The execution of a MHSA Master Agreement or Master Agreement Amendment does not guarantee a Contractor any minimum amount of business.

1.5.4 RFS solicitations for work defined in MHSA SOWs may be available through a variety of sources including, but not limited to, mail, internet or telephone or facsimile (fax). Access will be conditioned on the service categories, focal age group(s), and/or service area(s) for which each eligible MHSA Contractor has satisfactorily demonstrated its qualifications, pursuant to the rules of this RFSQ. The Department's release of RFS solicitations will be at the County's sole discretion.

1.6 MHSA Master Agreement Term

The term of MHSA Master Agreements awarded under this RFSQ shall be in accordance with Appendix H, MHSA Master Agreement, Section 4.0 Term of Master Agreement or effective upon Board approval through June 30, 2005, with two (2) – one (1) year renewal option(s). Renewal options will be at DMH's discretion. Contractors added to this MHSA Master Agreement will have the same contract term.

1.7 County Rights & Responsibilities

The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the RFSQ document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which County records indicate has received this RFSQ. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ 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.

1.8 Contact with County Personnel

Any contact regarding this RFSQ or any matter relating thereto must be in writing and may be mailed, e-mailed or faxed as follows:

Richard Kushi
Director of Contracts Development and Administration Division
Los Angeles County – Department of Mental Health
550 South Vermont Avenue, 5th floor
Los Angeles, CA 90020
rkushi@dmh.co.la.ca.us
fax #: (213) 381-7092

1.9 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Proposer'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://lacounty.info/doing_business/main_db.htm. *There are underscores in the address between the words 'doing business' and 'main db'.*

1.10 Department Option To Reject SOQs

The Director of the DMH, at his/her sole discretion, may reject any or all SOQs submitted in response to this solicitation. DMH shall not be liable for any cost incurred by a Proposer in connection with preparation and submittal of any SOQ.

1.11 Protest Process

Any actual or prospective Proposer may file a protest in connection with the solicitation or award of a Board-approved service contract. It is generally accepted that

the Proposer challenging the decision of a County department bears the burden of proof in its claim that the department committed a sufficiently material error in the solicitation process to justify invalidation of a proposed award.

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.

1.11.1 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any departmental determination or action should be limited to a Solicitation Requirements Review (refer to Section 2 (Instructions To Proposers), Paragraph 2.4 (Solicitation Requirements Review)).

1.12 Notice to Proposer's Regarding Public Records Act

1.12.1 SOQ responses to this RFSQ shall become the exclusive property of the County. At such time as when the County executes a MHSA Master Agreement with qualified Proposer(s), all such SOQs submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are defined and identified by the Contractor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.12.2 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 SOQ as confidential shall not be deemed sufficient notice of exception and may subject the entire SOQ to disclosure. The Proposer must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.13 Indemnification and Insurance

Proposer shall be required to comply with the Indemnification provisions contained in *Appendix H – MHSA Master Agreement, Paragraph 20 (Indemnification and Insurance)*. Proposer shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts

specified in *Appendix H – MHSA Master Agreement, Paragraph 20 (Indemnification and Insurance).*

1.14 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, Municipality Insurance Services, Inc.

For additional information, a Proposer may call (800) 420-0555 or contact them through their web-address: www.2sparta.com

1.15 Injury & Illness Prevention Program (IIPP)

Proposer 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.

1.16 Background and Security Investigations

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

1.17 Employee Acknowledgement and Confidentiality Agreement

Proposer shall be required to comply with the Confidentiality provisions contained in *Paragraph 54 (Health Insurance Portability and Accountability Act)* and the Independent Contractor Status provision contained in P*aragraph 24 (Independent Status of Contractor) – MHSA Master Agreement.* Contractor shall ensure that it obtains and submits to the County, a signed "*Contractor Acknowledgement and Confidentiality Agreement*" and *"Contractor Employee Acknowledgement and Confidentiality Agreement"* as specified in *Appendix H – MHSA Master Agreement, Attachment X and XI respectively,* for each employee and independent contractor performing services under the MHSA Master Agreement, for each RFS-issued SOW before work begins.

1.18 Conflict of Interest

1.18.1 By submission of a SOQ, Proposer certifies that Proposer is aware of, and has read, Section 2.180.010 of the Los Angeles County Code and that an execution of a Master Agreement with Proposer will not violate such section.

1.18.2 No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, 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 A - Required Forms Exhibit 2, Certification of No Conflict of Interest.*

1.18.3 Proposer shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter enacted during the term of this MHSA Master Agreement. Proposer warrants that Proposer is not now aware of any facts which created a conflict of interest. If Proposer hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, Proposer shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated, and complete description of all relevant circumstances.

1.19 Determination of Proposer Responsibility

1.19.1 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 contractors.

1.19.2 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.

1.19.3 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 had 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 this 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.

1.19.4 If there is evidence that the 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.

1.19.5 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.

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

1.20 Proposer Debarment

1.20.1 The Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding 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 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 or any other public entity, or 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.

1.20.2 If there is evidence that the 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.

1.20.3 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.

1.20.4 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.

1.20.5 If a Proposer has been debarred for a period longer than five years, that Proposer may, after the debarment has been in effect for at least five 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.

1.20.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Bidder has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five 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.

1.20.7 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.

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

1.20.9 Debarment List

Appendix E is a listing of Contractors that are currently on the *Debarment List for Los Angeles County.*

1.21 Proposer's Adherence to County Child Support Compliance Program

Contractors 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 Master Agreement or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.22 Gratuities

1.22.1 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 a Master Agreement 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 a Master Agreement.

1.22.2 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.

1.22.3 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.

1.23 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 RFSQ. 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 by completing and submitting the *Familiarity with the County Lobbyist Ordinance Certification,* as set forth in *Appendix A - Required Forms Exhibit 5,* as part of their SOQ.

1.24 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 the Internal Revenue Service Notice No. 1015. Reference *Appendix F.*

1.25 Consideration of GAIN/GROW Participants for Employment

As a threshold requirement for consideration of a Master Agreement, 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. Additionally, Proposers 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. Proposers who are unable to meet this requirement shall not be considered for a Master Agreement.

Proposers shall complete and return the form, *Attestation of Willingness to Consider GAIN/GROW Participants,* as set forth in *Appendix A - Required Forms Exhibit 8,* as part of their SOQ.

1.26 County's Performance Standards and Outcome Measures

1.26.1 After award of a Master Agreement and subsequent amendments based on RFS-issued SOWs, the County or its agent will evaluate the Contractor's performance under the Master Agreement and amendments on an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in the amendments. Contractor's deficiencies which the County determines are severe or continuing and that may place the performance of this Master Agreement and subsequent amendments in jeopardy if not corrected, may 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 Master Agreement and/or any amendments in whole or in part, or impose other penalties as specified in the Master Agreement.

1.26.2 The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures

has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director of MHS for performance standards and/or outcome measures. DMH will notify Contractor whenever County policies or procedures are to apply to this Master Agreement at least, where feasible, 30 days prior to implementation. These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

1.27 Recycled Bond Paper

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in *Appendix H – MHSA Master Agreement, Paragraph 51 (Use of Recycled-content Paper Products.*

1.28 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 G* of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.29 County Policy on Doing Business with Small Business

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.

One program, 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 Sub-paragraph 1.31 of this Section.

The Jury Service Program provides exceptions to the Program 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 explanation of the Jury Service Program is provided in Sub-paragraph 1.30 of this Section.

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

1.30 Jury Service Program

1.30.1 The Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Proposers should carefully read the *Jury Service Program, Appendix D,* and the pertinent jury service provisions of the *Appendix H – MHSA Master Agreement, Paragraph 55 (Compliance with Jury Service),* both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their Subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.30.2 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.

1.30.3 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.

1.30.4 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 *Contractor Employee Jury Service Program Certification Form and Application for Exception,* as set forth in *Appendix A - Required Forms Exhibit 9,* 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.

1.31 Local Small Business Enterprise Preference Program

1.31.1 In evaluating Bids issued under RFS-issued SOWs, the County will give preference to businesses that are certified by the County as a Local Small Business Enterprise (Local SBE), consistent with Chapter 2.204 of the Los Angeles County Code. A Certified Local SBE is a business: 1) certified by the State of California as a small business enterprise; 2) having its principle office currently located in Los Angeles County for a period of at least the past 12 months; and 3) certified by Office of Affirmative Action Compliance as meeting the requirements set forth in 1 and 2 above.

1.31.2 To apply for certification as a Local SBE, companies may register at the Office of Affirmative Action Compliance's website at:
http://oaac.co.la.ca.us/SBEMain.shtml

1.31.3 Certified Local SBEs must request the SBE Preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification affirmed. County must verify Local SBE certification prior to applying the preference. 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 Local SBE.

1.31.4 Information about the State's small 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 Small Business Certification and Resources Web site at http://www.pd.dgs.ca.gov/smbus/default.

1.32 Contractor's Obligations Under the Federal Health Insurance Portability and Accountability Act (HIPAA)

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act (HIPAA) of 1996 as contained in *Appendix H – MHSA Master Agreement, Paragraph 54 (Health Insurance Portability and Accountability Act).*

1.33 Subcontracting

Contractor may subcontract to the extent permitted in *Appendix H – MHSA Master Agreement*, Paragraph 28 (Subcontracting). Any other attempt by Contractor to subcontract performance of any terms of the Master Agreement not expressed therein, in whole or in part, without consent of the DMH Director shall be null and void and shall constitute a breach of the terms of the MHSA Master Agreement.

1.34 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76):

1.34.1 Pursuant to federal law, the County is prohibited from contracting with parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred or excluded from securing federally funded contracts. At the time of proposal submission, Proposer must submit a certification, as set forth in Appendix A, Exhibit 10, attesting that neither it, as an organization, nor any of its owners, officers, partners, directors, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the proposal identify prospective subcontractors, or should Proposer intend to use subcontractors in the provision of services under any subsequent agreement,

Proposer must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officer, partners, director, or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

1.34.2 Failure to provide the required certification may eliminate the proposal from consideration.

1.34.3 In the event that Proposer and/or its subcontractor(s) is or are unable to provide the required certification, Proposer instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the 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 who is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Finally, 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 RFSQ.

1.34.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the proposal is appropriate under the federal law.

1.35 Contractor's Exclusion From Participation In A Federally Funded Program

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Appendix H (MHSA Master Agreement).

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of the Master Agreement upon which County may immediately terminate or suspend this Master Agreement.

1.36 Proposer's Charitable Contributions Compliance

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. 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.

All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Appendix A, Exhibit 11. A completed Appendix A, Exhibit 11 is a required part of any agreement with the County.

In Appendix A, Exhibit 11, 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.

Prospective County contractors that do not complete Exhibit I, 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)

2.0 INSTRUCTIONS TO PROPOSERS

This Section contains instructions to Proposers in how to prepare and submit their Statement of Qualifications (SOQ).

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with an SOQ shall be sufficient cause for rejection of the SOQ. The evaluation and determination in this area shall be at the Director's sole judgment and his/her judgment shall be final.

2.3 RFSQ Timetable

The following timetable for this RFSQ is based on a Board approval date of November 15, 2005 (any delays/changes in the RFSQ timetable will be posted through RFSQ addendums):

- Release of RFSQ..... November 16, 2005
- Request for a Solicitation Requirements Review Due..... December 1, 2005
  (10 business days after the RFSQ release)
- Written Questions Due.....beginning November 16, 2005
- Questions and Answers Released.....beginning November 16, 2005
- **SOQ due is open-ended ..... beginning November 16, 2005**

As authorized by the Board of Supervisors, County will accept SOQs during the term of the MHSA Master Agreement on a continuous basis beginning November 16, 2005, whereby SOQs will be evaluated and Proposers will be notified of results. Review of the SOQs will normally occur bi-annually; therefore, SOQs received between July 1st and December 31st of each fiscal year will be reviewed between January and June, and those received between January 1st and June 30th of each fiscal year will be reviewed between July and December. During the initial phase of this RFSQ, SOQs received after December 31, 2005 may be reviewed between January and June to determine if they meet the qualifications listed in the RFSQ. The MHSA Master Agreement/Amendment will become effective upon the date of its execution by DMH's Director.

Since SOQs may be submitted on a continuous basis, it is acceptable for Proposers to resubmit or submit revised/amended SOQs at any time.

2.4 Solicitation Requirements Review

A person or entity may seek a Solicitation Requirements Review by submitting *Appendix B - Transmittal Form to Request a RFSQ Solicitation Requirements Review* along with supporting documentation. A Solicitation Requirements Review shall only be granted under the following circumstances:

1. The request for a Solicitation Requirements Review is received by the department by December 1, 2005 and ten (10) business days after the issuance date of any addendums to the RFSQ as detailed in the addendums.
2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a bid;
3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
4. The request for a Solicitation Requirements Review asserts either that:
   - application of the minimum requirements, review criteria and/or business requirements unfairly disadvantage the Proposer; or,
   - due to unclear instructions, the process may result in the County not receiving the best possible responses from the Proposers.

The Solicitation Requirements Review shall be completed and the department's determination shall be provided to the Proposer, in writing, within a reasonable time prior to the SOQ due date.

All Requests for Review should be submitted to:

Richard Kushi
Director of Contracts Development and Administration Division
Los Angeles County – Department of Mental Health
550 S. Vermont Avenue, 5th floor
Los Angeles, CA 90020

2.5 Proposers' Questions:

Proposers may submit written questions regarding this RFSQ by mail, fax or e-mail to the Contracts Analyst identified below. All questions, without identifying the submitting firm, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. The addendum will be mailed to all Proposers that received the RFSQ, in addition

to being posted on the County of Los Angeles' web site. To ensure receipt of any addenda, Proposers should include correct mailing address, fax number or e-mail address, whichever is appropriate. Questions should be addressed to:

Richard Kushi
Director of Contracts Development and Administration Division
Los Angeles County – Department of Mental Health
550 S. Vermont Avenue, 5th floor
Los Angeles, CA 90020
Phone: (213) 738-4684 Fax #: (213) 381-7092
rkushi@dmh.co.la.ca.us

2.6 Preparation and Format of the SOQ

Proposers who currently have a mental health contract with DMH may submit the short SOQ form (Appendix I). For other Proposers, including those filing under the eligibility of a new firm, SOQs must be typewritten, double spaced, securely bound, identified by the RFSQ title. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion.

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

- Transmittal Letter
- Table of Contents
- Proposer's Qualifications (Section A)
- Financial Capability (Section B)
- Required Forms (Section C)
- Proof of Insurability (Section D)

2.6.1 Transmittal Letter

The transmittal letter must be a maximum of one (1) page, transmitting the SOQ on the Proposer's stationery. The transmittal letter must include: (1) if applicable, statement that Proposer is seeking to qualify under the Section 1 (General Information) Paragraph 1.4, (New Firm Eligibility); 2) Proposer's legal business name and legal business status (i.e., partnership corporation, etc); 3) address, telephone and facsimile numbers of the person or persons to be used for contact; and 4) the names and original signatures of the person(s) authorized to represent the Proposer. **The transmittal letter must bear the signature of the person authorized to sign on behalf of the Proposer and to bind the applicant in a Master Agreement.**

2.6.2 Table of Contents

The Table of Contents must be a comprehensive listing of material included in the SOQ. This section must include a clear definition of the material, identified by sequential page numbers and by section reference numbers.

2.6.3 Proposer's Qualifications (Section A)

Proposer must provide a summary of relevant background information to demonstrate that they meet the minimum qualifications stated in Section 1 (General Information), Paragraph 1.3 (Proposer's Minimum Requirements), and have the capability to perform the required services as a corporation or other entity. Proposers should clearly identify which service(s) and which focal age group(s) they have recent experience providing services (refer to Section I (General Information), Paragraph 1.1 (Scope of Work) for categories of services under the CSS Plan).

Proposers are to include a program narrative that does not exceed two (2) pages per the FSP and/or Save Havens housing categories of service as listed in Section 1 (General Information) Paragraph 1.3 (Proposer's Minimum Requirements) demonstrating that the Proposer meets the requirements.

Identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer. Include any labor disputes and/or alleged unfair hiring practices in the past five (5) years. If none, include a statement to that effect.

In addition to the summary information, the Proposer must complete and include *Appendix A - Required Forms, Exhibits 1,6 and 7.* All forms are provided in *Appendix A.*

a. *Contractor's Organization Questionnaire, Exhibit 1.*

b. *Proposer List of Contracts, Exhibit 6.*

   The listing must include all contracts with Public Entities for the last three (3) years.

c. *Proposer List of References, Exhibit 7.*

   Proposer must provide five (5) references for which Proposer has provided mental health or mental health related services within the last three (3) years. *(Indicate categories of service, dollar amount of services*

provided, location, contracting agency, (including name and phone number of the contracting agency's contract person for the contract) or other criteria for providing appropriate references.) 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. County may disqualify a Proposer 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
- DMH is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

d. Contracts terminated within the past three (3) years must also be listed separately with a reason for termination.

2.6.4 Financial Capability (Section B)

Provide copies of the company's most current and prior two (2) fiscal years (for example 2004, 2003 and 2002) financial statements. Statements should include the company's assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement as prepared by a third party Certified Public Accountant. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

Please refer to Section 1 (General Information), Paragraph 1.3 (Proposer's Minimum Requirements), Sub-paragraph 1.3.8 to determine whether compiled, reviewed, or audited financial statements are required. Proposers who have an existing contract with DMH are considered to have met and satisfied financial capability requirements and are not required to submit financial statements identified in this Section.

2.6.5 Required Forms (Section C)

Proposer must complete and submit the following *Required Forms.* All forms are provided in *Appendix A.*

Exhibit 2 *Certification of No Conflict of Interest*
Proposer must certify that no employee who prepared or participated in the preparation of this SOQ, is within the purview of County Code Section 2.180.010.

Exhibit 3 *Proposer's Equal Employment Opportunity (EEO) Certification*
Proposer must comply with EEO laws, regulations and policies.

Exhibit 4 *Los Angeles County Community Business Enterprise (CBE) Program - Request for Local SBE Preference Program Consideration and CBE Firm/Organization Information Form*
Proposer to complete and submit with the SOQ and each subsequent RFS-issued SOW Bid.
Note: Proposer must already be certified as a Local SBE prior to submission of a Work Order Bid to be eligible to request the Work Order Bid be considered for the Local SBE Preference.

Exhibit 5 *Familiarity with the County Lobbyist Ordinance Certification*
Proposer must certify that they are familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Proposer have and will comply with the ordinance during the RFSQ process.

Exhibit 8 *Attestation of Willingness to Consider GAIN/GROW Participants*
Proposer to complete and submit with the SOQ.

Exhibit 9 *County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception*
Proposer to complete and submit with the SOQ. If Proposer is requesting an exception to this program, submit all necessary documents to support the request.

Exhibit 10 *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tiered Covered Transactions (45 C.F.R. Part 76)*

Exhibit 11 *Charitable Contributions Certification*
Proposer to complete and submit with the SOQ

Exhibit 12 *Signature Page of MHSA Master Agreement*

Proposer's submission of a signed signature page constitutes acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of the MHSA Master Agreement.

2.6.6 Proof of Insurability (Section D)

Proposer must provide proof of insurability that meets all insurance requirements set forth in the *Appendix H – MHSA Master Agreement, Sub-paragraphs 8.23 and 8.24.* If a Proposer does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Proposer be selected to receive a MHSA Master Agreement award may be submitted with the SOQ.

2.7 SOQ Submission

The original SOQ and ten copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words: **"SOQ FOR _____ SERVICES"**

The SOQ and any related information shall be delivered or mailed to the address shown in Section 2 (Instructions to Proposers), Paragraph 2.5 (Proposer's Questions). The submittal of SOQs will be open-ended. Those SOQs received after December 31, 2005 may be reviewed initially between January and June 2006, or may be reviewed at a later date to determine if they meet the qualifications listed in the RFSQ. Normally, SOQs will be reviewed bi-annually. SOQs received between January 1st and June 30th of each fiscal year will be reviewed between July and December of each fiscal year; SOQs received between July 1st and December 31st of each fiscal year will be reviewed between January and June of each fiscal year.

It is the sole responsibility of the submitting Proposer to ensure that its SOQ 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. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

All SOQs will be thoroughly reviewed for compliance with the content and format rules provided in this Section 2.0 (Instructions to Proposers). SOQs determined to be substantially nonconforming with Section 2.0 (Instructions to Proposers) are subject to disqualification. Minor discrepancies and/or omission in supplying required information will, in the first instance, not be cause for disqualification; but, when any discrepancies/omissions are brought to the Proposer's attention, the Proposer may be disqualified if the discrepancies are not promptly rectified. Since SOQs may be submitted

on a continuous basis, it is acceptable for Proposers to resubmit or submit revised/amended SOQs at any time.

2.8 Acceptance of Terms and Conditions of MHSA Master Agreement

Proposers understand and agree that submission of the SOQ and the signed signature page of the MHSA Master Agreement constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the *Appendix H – MHSA Master Agreement.*

Signature by the authorized agent of the Proposer on the signature page of the MHSA Master Agreement constitutes acceptance by the Proposer of all the terms and conditions of the MHSA Master Agreement.

2.9 SOQ Withdrawals

The Proposer may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to the DMH contact as listed in Section 1 (General Information), Paragraph 1.8 (Contact with County Personnel).

3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1 Review Process

An Evaluation Committee that will include representatives from DMH and may also include representatives from other County Departments will evaluate SOQs. The county may utilize the services of appropriate experts to assist in the evaluation process. The Evaluation Committee, in its sole discretion, may delegate certain functions to one or more subcommittees of the Evaluation Committee. The review process will include the following steps:

3.1.1 Adherence to Minimum Qualifications

An SOQ must adhere to the minimum qualifications outlined in Section 1 (General Information), Paragraph 1.3, Proposer's Minimum Qualifications. There will be a thorough review of Proposer's qualifications as provided in **Section A** of the SOQ to determine if the Proposer meets the Minimum Qualifications. The review will include verification of references submitted, a review of the County's Contract Database reflecting past performance history on County contracts, a review of terminated contracts, and a review to determine the magnitude of any pending litigation or judgments against the Proposer. Proposers can qualify for specific service categories and focal age groups (s) as described in Section 1

(General Information), Paragraph 1.1 (Scope of Work) to meet the Minimum Qualifications; in other words, it is not necessary for Proposers to qualify for all service categories and focal age group(s) to meet minimum qualifications.

An initial review of Proposer's specific qualifications as described in the FSP and Safe Havens Housing service categories' program narratives will include the following criteria:

FSP: 1) demonstrated experience in the delivery of FSP types of programs with successful outcomes; 2) demonstrated recent experience in the delivery of FSP types of programs even though the Proposer has not had sufficient time to demonstrate successful outcomes; 3) demonstrated experience providing services to children, TAY, and/or older adults and can demonstrate a readiness to immediately implement a FSP program; or 4) demonstrated experience providing specialized interventions , who have current experience working the DMH, and who can demonstrate a readiness to immediately implement a FSP.

Safe Havens housing: 1) demonstration that Proposer is in compliance with the characteristics of a Safe Haven as described in Title IV, Subtitle D of the McKinney Act; 2) demonstration of site control; 3) demonstration that Proposer has applied for capital funding or has other means to provide for the funding, if needed; and 4) demonstration that Proposer's program accepts referrals from FSP programs as part of a continuum of housing options.

3.1.2 Financial Capability

An analysis of the financial information submitted in **Section B** of the SOQ will be made to determine the financial capability of the firm.

3.1.3 Required Forms

All forms listed in Section 2 (Instructions to Proposers), Paragraph 2.6 (Preparation and Format of the SOQ), Sub-paragraph 2.6.5 must be included in **Section C** of the SOQ.

3.1.4 Proof of Insurability

Review the proof of insurability provided in **Section D** of the SOQ.

3.1.5 Proposer Changes

A SOQ, which contains conditions or limitations established by the Proposer, may be deemed irregular and be rejected by the County, in its sole discretion.

3.2 Disqualification Review

An SOQ may be disqualified from consideration because the County determined it was a non-responsive SOQ at any time during the review process. If the County determines that an SOQ is disqualified due to non-responsiveness, the County 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 by the date specified. Requests for a Disqualification Review not timely submitted will be denied.

A Disqualification Review shall only be granted under the following circumstances:

1. The firm/person requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely; and,
3. The request for a Disqualification Review asserts that the department's determination of disqualification due to SOQ 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 department's determination shall be provided to the Proposer, in writing, prior to the conclusion of the review process.

3.3 Selection/Qualification Process

DMH will generally select Proposers that have experience in providing a broad range of mental health services. However, in order to insure DMH has at its disposal a varied pool of qualified Contractors, DMH may offer MHSA Master Agreements to Proposers that offer a narrow scope of services as defined by its categories of services.

3.4 MHSA Master Agreement Award

Proposers who are notified by DMH that they appear to have the necessary qualifications and experience (i.e., they are qualified) may still not be recommended for a MHSA Master Agreement if other requirements necessary for award have not been met. Other requirements may include items such as complete agreement with the terms and conditions of the MHSA Master Agreement, and/or satisfactory documentation that required insurance will be in force. Only when all such matters have been demonstrated to the Department's satisfaction can a Proposer, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a MHSA Master Agreement.

DMH will execute Board of Supervisors-authorized MHSA Master Agreements with each selected Proposer. All Proposers will be informed of the final selections.

APPENDIX A

REQUIRED FORMS

APPENDIX A
REQUIRED FORMS
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CONTRACTOR'S ORGANIZATION QUESTIONNAIRE

This information is requested for informational purposes only and shall in no way affect the evaluation of your SOQ.

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

   _____ _____
   Name State

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

   _____

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

Name	County of Registration
_____	_____
_____	_____
_____	_____

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

   Name of parent firm: _____

   State of incorporation or registration of parent firm:_____

5. Please provide your office fax number: (__)_____

On behalf of _____ (Vendor's firm name), I _____ (Name of Vendor's authorized official*), certify that the information contained in this Vendor Organization Questionnaire is true and correct to the best of my information and belief.

_____ _____
Signature Internal Revenue Service Employer Identification Number

_____
Title

_____ _____
Date California Business License Number

*Must be corporate officer, partner, or sole proprietor.

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.

_____

Vendor Name

_____

Vendor Official Title

_____

Official's Signature

VENDOR'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 Vendor 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. Vendor has written policy statement prohibiting discrimination in all phases of employment.	( )	( )
2. Vendor periodically conducts a self-analysis or utilization analysis of its work force.	( )	( )
3. Vendor has a system for determining if its employment practices are discriminatory against protected groups.	( )	( )
4. When areas are identified in employment practices, Vendor 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)

County of Los Angeles – Community Business Enterprise Program (CBE)

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: _____

☐ **I AM NOT**
☐ **I AM**

A Local SBE certified by the County of Los Angeles Office of Affirmative Action Compliance as of the date of this proposal/bids submission.

☐ As an eligible Local SBE, I request this proposal/bid be considered for the Local SBE Preference.

My County (WebVen) Vendor Number :_____

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

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Vendor certifies that it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160. The Vendor also certifies that all persons acting on behalf of the Vendor organization have and will comply with it during the proposal process.

Signature:_____ Date:_____

PROSPECTIVE CONTRACTOR LIST OF CONTRACTS

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

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

PROSPECTIVE CONTRACTOR REFERENCES

List five (5) references where the same or similar scope of services were provided in order to meet the Minimum Qualifications stated in this solicitation.

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

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for contract award, Vendor 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, Vendor shall attest to a willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

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

Vendor shall complete all of the following information, sign where indicated below, and return this form with any resumes and/or fixed price bid being submitted:

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

_____YES (subject to verification by County) _____NO

B. Vendor is willing 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 Vendor is willing to interview qualified GAIN/GROW participants.

_____YES _____NO

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

_____YES _____NO _____N/A (Program not available)

Vendor Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel.#: _____ Fax #: _____

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

The County's solicitation for this Request for Statement of Qualifications is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Vendors, 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 Vendor 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, including full-time and part-time 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:

REQUIRED FORMS - EXHIBIT 10

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 transactions, unless it knows that the certification is erroneous. Proposer acknowledges that a participant may decide the method 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 Nonprocurement 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. Except 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(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. If further shall identify any owner, officer, partner, director, or other principal of the Proposer and/or 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 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

SENATE BILL 1262 – The Non Profit INTEGRITY ACT OF 2004

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.

CERTIFICATION	YES	NO
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 Registr 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 (please type or print)

AUTHORIZATION OF MASTER AGREEMENT/LEGAL ENTITY AGREEMENT

FOR MHSA SERVICES

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the County's Director of Mental Health or his designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 200_.

COUNTY OF LOS ANGELES

By_____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
Contractor

By_____

Name_____

Title: _____
(Affix Corporate Seal Here)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRAITON:

DEPARTMENT OF MENTAL HEALTH

By: _____
Chief, Contracts Development
and Administration Division

TRANSMITTAL FORM TO REQUEST A RFSQ SOLICITATION REQUIREMENTS REVIEW

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

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

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

- ☐ Application of **Minimum Requirements**
- ☐ 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, Vendor 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 Vendor:_____

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.

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 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 the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

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.

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.

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.

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.

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.

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.

APPENDIX E

LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY

Vendor Name:	A. DATA SOLUTION (AUTOMATED DATA SOLUTION)
Alias:	
Debarment Start Date:	3/4/2003 **Debarment End Date:** 3/3/2006
Prncipal Owners and/or Affiliates:	Renee Setero

Vendor Name:	ADVANCED BUILDING MAINTENANCE
Alias:	
Debarment Start Date:	6/14/2005 **Debarment End Date:** 6/13/2008
Prncipal Owners and/or Affiliates:	Michael Sullivan Erlinda Sullivan

Vendor Name:	LA INTERNET CORPORATION
Alias:	2X, Inc. a.k.a. LA Internet, Inc., 2X Access, Internet Business International; (Referred to collectively as "LA Internet")
Debarment Start Date:	9/9/2003 **Debarment End Date:** 9/8/2006
Prncipal Owners and/or Affiliates:	Albert Reda Ken Reda Louis Cherry

Vendor Name:	MTS Advanced Corp.
Alias:	
Debarment Start Date:	2/8/2005 **Debarment End Date:** 2/7/2008
Principal Owners and/or Affiliates:	Emir Khan / Zulaine Hernandez

IRS NOTICE 1015
(Obtain latest version from IRS website -
http://ftp.fedworld.gov/pub/irs-pdf/n1015.pdf)

Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2003)

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.

A change to note. Workers **cannot** claim the EIC if their 2003 investment income (such as interest and dividends) is over $2,600.

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 2003 are less than $34,692 that he or she may be eligible for the EIC.*

How and When Must I Notify My Employees?

You must give the employee one of the following:

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

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 9, 2004.

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 by calling 1-800-829-3676, or from the IRS website at **www.irs.gov.**

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 the 2003 instructions for Form 1040, 1040A, 1040EZ, or **Pub. 596,** Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2003 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 2003 and owes no tax but is eligible for a credit of $791, he or she must file a 2003 tax return to get the $791 refund.

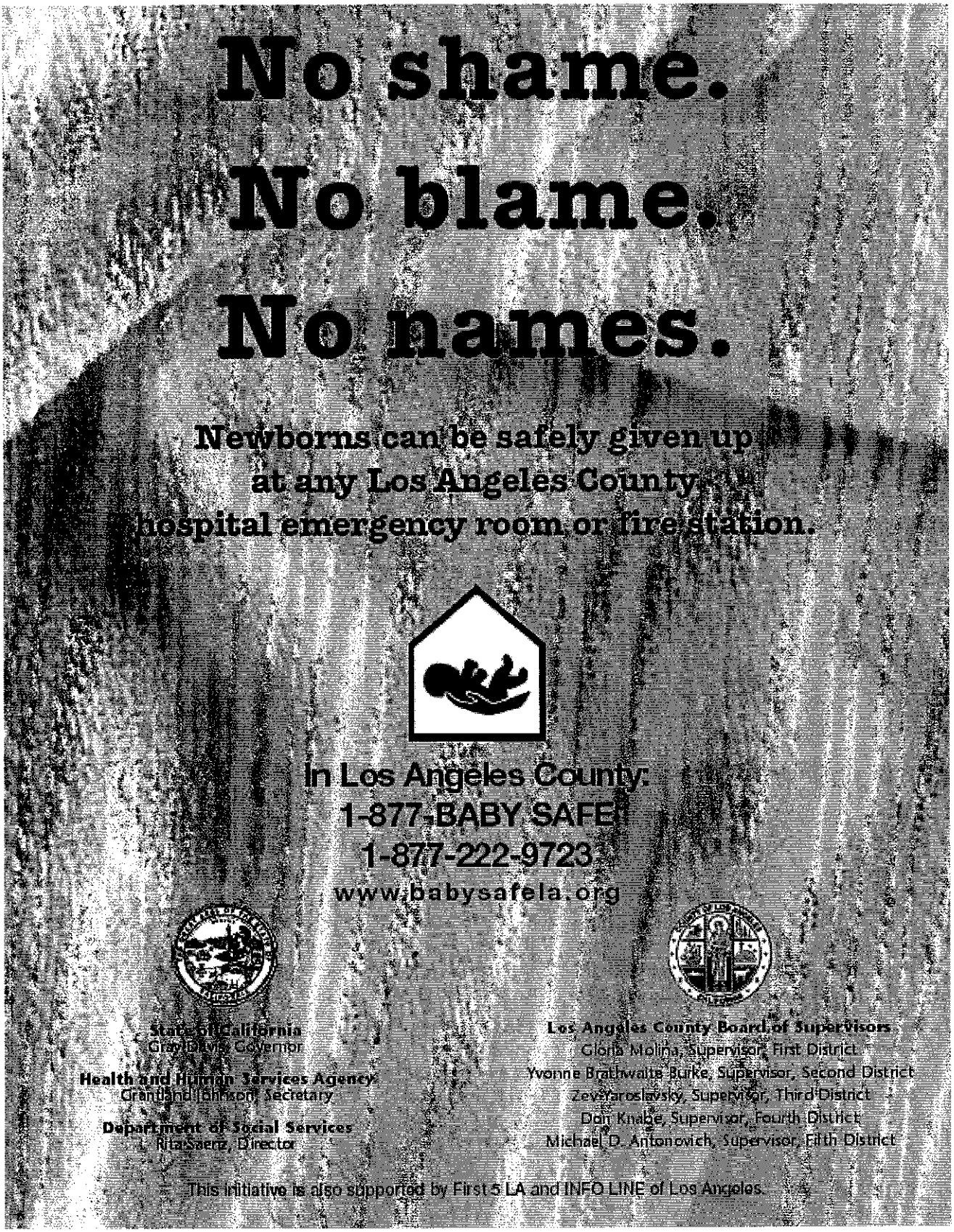
How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2004 can get part of the credit with their pay during the year by giving you a completed **Form W-5,** Earned Income Credit Advance Payment Certificate. You **must** include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see **Circular E (Pub. 15),** Employer's Tax Guide.

Notice 1015
(Rev. 12-2003)

Cat. No. 20599I

SAFELY SURRENDERED BABY LAW


No shame.
No blame.
No names.
Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.
In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org
State of California
Gray Davis, Governor
Health and Human Services Agency
Grantland Johnson, Secretary
Department of Social Services
Rita Saenz, Director
Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District
This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?
California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?
A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?
Parents who change their minds can begin the process of reclaiming their newborns 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?
In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?
No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?
No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?
The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?
Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story
At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?
La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?
No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?
El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

APPENDIX H

_____

CONTRACT NUMBER

_____

REFERENCE NUMBER

_____

Business Address:

_____

_____

Supervisorial District(s) _____

MASTER AGREEMENT

MENTAL HEALTH SERVICES ACT

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EXHIBITS

A.	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
B.	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
C.	ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
D.	FACT SHEET "SAFELY SURRENDERED BABY LAW"
E.	CHARITABLE CONTRIBUTIONS CERTIFICATION

MASTER AGREEMENT

THIS MASTER AGREEMENT (hereafter "Agreement") is made and entered into this _____ day of _____, 2005, by and between _____ _____ (hereafter "Contractor") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "County").

RECITALS

WHEREAS, the COUNTY has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a CONTRACTOR to the COUNTY for the provision of a _____ _____; and

WHEREAS, CONTRACTOR is specifically and _____ _____.

WHEREAS, the COUNTY desires to provide to those persons in Los Angeles County who qualify therefor, certain mental health services contemplated and authorized by the Mental Health Services Act (MHSA) adopted by the California electorate on November 2, 2004, and solicited by COUNTY through the Request for Statement of Qualifications (RFSQ) process; and

WHEREAS, COUNTY'S Department of Mental Health solicits Statement of Qualifications (SOQs) from prospective providers of mental health services in order to establish a non-exclusive list of pre-qualified contractors that will have met the minimum qualifications listed in the RFSQ and will have demonstrated relevant experience and staff capability to certain services contemplated and authorized by the MHSA under the Agreement, and

WHEREAS, the COUNTY desires to engage CONTRACTOR for such special services upon the terms provided in this Agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for such special services, including those contemplated herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and warranties contained herein, it is agreed by and between County and Contractor as follows:

PREAMBLE

For over a decade, the County has collaborated 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 service that support achievement of the County's vision, goals, values and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the customer service and Satisfaction Standards.

The County of Los Angeles' 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, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals) 1 Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. 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.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy – in isolation – can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

✓ Families are treated with respect in every encounter they have with the

health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated comprehensive information, services and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of

families.

- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the

community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post compliant and appeal procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

2.0 APPLICABLE DOCUMENTS: Exhibits A, B, C, D and E are attached to and form a part of this Agreement. Any reference throughout the base agreement and each of its exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement with all exhibits hereby incorporated. In the event of any conflict or inconsistency in meaning or provisions between the base agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base agreement, and then to the exhibits according to the following priority:

1. Exhibit A- Contractor Employee Acknowledgement of Employer
2. Exhibit B- SubContractor Employee Acknowledgement of Employer
3. Exhibit C- Attestation Regarding Federally Funded Programs
4. Exhibit D- Safely Surrendered Baby Law Fact Sheet (In English and Spanish
5. Exhibit E- Charitable Contributions Certification

3.0 SERVICES PROVIDED: Contractor may provide services claimable under MHSA. In order to qualify for MHSA funds, Contractor has experience and training in its specialized field and has submitted to the County a Statement of

Qualifications (SOQ) in response to County's Request for Statement of Qualifications (RFSQ) for the provision of such services, and Contractor has met the minimum qualifications listed in the RFSQ and been selected for recommendation for award and for placement on a MHSA Agreement list.

Contractor has qualified for _____ services based on Contractor's SOQ.

4.0 TERM OF AGREEMENT: The period of this Agreement shall commence on ___ _____ and shall continue in full force and effect through_____.

A. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 45.0 (NOTICES).

5.0 COMPENSATION:

The execution of Agreements issued under the MHSA RFSQ does not guarantee a Contractor any amount of funding. Contractor shall not be entitled to any payment of MHSA funds by County under this Agreement except pursuant to validly executed and satisfactorily performed Work Orders or Amendments completed in accordance with County issued MHSA Request for Services (RFS) that includes a specific and detailed Statement(s) of Work.

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 County's Program Manager:

6.1.1 Contractor shall report to County's Program Manager who shall be responsible for coordination of all administrative and contractual matters relating

to this Agreement, the approval of all invoices submitted hereunder by Contractor, and final acceptance of all documentation and work.

6.1.2 Upon advance approval of the County Program Manager, County may provide Contractor with reasonable or use of certain County resources, such as reasonable clerical support and County facilities, as determined by the County Program Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of County resources by Contractor shall not relieve Contractor of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to County, and shall not affect Contractor's status as an independent Contractor. County's Program Manager shall be: _____

6.2 Contractor's Project Manager: Contractor's Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of Contractor's resources, submission of invoices, and resolution of any questions/disputes. Contractor's Project Manager shall be: _____.

7.0 WARRANTY: Contractor represents and warrants that all work, deliverables, and other services provided to County shall be of professional quality, will be provided as required by this Agreement, and will be free from any material defects, errors, or omissions.

8.0 INDEMNIFICATION AND INSURANCE:

8.1 Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and

agents 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 or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement.

8.2 General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its SubContractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to *Department of Mental Health 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA 90020*, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special

Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct form sums due to Contractor any premium costs advanced by County for such insurance.

4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

5) Compensation for County Costs: In the event that Contractor fails to comply with any

of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

6) Insurance Coverage Requirements for SubContractors: Contractor shall ensure any and all sub-Contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of sub-Contractors, or

(b) Contractor providing evidence submitted by sub-

Contractors evidencing that sub-Contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-Contractor insurance coverage at any time.

8.3 Insurance Coverage Requirements:

1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate: Two Million Dollars ($2,000,000)

Products/Completed Operations Aggregate One Million Dollars ($1,000,000)

Personal and Advertising Injury: One Million Dollars ($1,000,000)

Each Occurrence: One Million Dollars ($1,000,000)

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker's Compensation Act, Jones Act or any other Federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers Liability coverage with limits of not less than the following:

Each Accident: One Million Dollars ($1,000,000)

Disease – policy limit: One Million Dollars ($1,000,000)

Disease – each employee: One Million Dollars ($1,000,000)

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

9.0 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Contractor shall provide to County an executed Contractor Acknowledgement and Confidentiality Agreement (Exhibit A) prior to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental Health, ATTN: Chief, Contracts Development and Administration Division, 550 South Vermont Avenue, Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the Contractor first performs work under this Agreement.

10.0 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Contractor shall maintain on file an executed Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit B) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State

and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State and/or Federal governments.

11.0 TITLE TO PROPERTY: County and Contractor agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the Contractor pursuant to performance under this Agreement, are the sole property of the Contractor.

County and Contractor agree that all data, including enhancements and modifications of the data, generated during the course of this agreement shall remain the sole property of the County.

Contractor further agrees that any documentation or technical materials provided by County or generated by County or Contractor during the course of Contractor performance pursuant to this Agreement shall not be reproduced or disclosed without the prior written consent of County's Project Manager.

12.0 TERMINATION OF AGREEMENT:

12.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than five (5) business days after the notice is sent. Such termination shall be without liability to County other than payment for work already rendered up to the date of termination. County shall pay Contractor the reasonable value for such work not to exceed the maximum sum due under this Agreement.

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

A. Stop work under this Agreement on the date and to the extent specified in such notice;

B. Transfer title and deliver to County all completed work and work in process; and

C. Complete performance of such part of the work as shall not have been terminated by such notice.

12.3 Notwithstanding any other provision of this Agreement, the failure of Contractor to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto, may constitute a material breach hereof, thereby justifying immediate termination or suspension of this Agreement.

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement and, for a period of four (4) years after termination or final settlement under this Agreement.

Contractor shall make available to County, all of its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to Contractor's work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other cost incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

13.0 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.

14.0 LIMITATION OF COUNTY'S OBLIGATION TO NON-APPROPRIATION OF FUNDS:

14.1 Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement. If County's Board of Supervisors fails to appropriate funds for this Agreement then this Agreement shall terminate as of June 30 of the last year for which funds were appropriated.

14.2 In the event that County's Board of Supervisors adopts a budget policy for any fiscal year which requires reductions in permissible payments hereunder, or cancellation of County contracts, this Agreement shall be subject to such policy.

14.3 In the event of the imposition of such budgetary constraints, Contractor agrees to limit its performance, and its corresponding requirements for compensation, to work remaining under this Agreement as determined by County's Project Manager.

15.0 PROHIBITION AGAINST ASSIGNMENT AND DELEGATION: This is a personal services agreement and Contractor shall not assign its rights or delegate its duties under this Agreement, or both, either in whole or in part, without the prior written consent of County. Any unapproved assignment or delegation shall be null and void.

16.0 SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the prior written consent of County, as provided in this Paragraph 16.0. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(1) The reasons for the particular subcontract.

(2) A detailed description of the services to be provided by the subcontract.

(3) Identification of the proposed subcontract and an explanation of why and how the proposed SubContractor was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or analysis thereof.

(5) A copy of the proposed subcontract which shall contain the following provision:

> "This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(6) A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds, shall also contain the following provision:

> "The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7)."

The Contractor will also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

(7) Any other information and/or certifications requested by County.

C. County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such on a case-by-case basis.

D. Contractor shall indemnify and hold harmless County, its officers,

employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any SubContractor, including any officers, employees, or agents of any SubContractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, not shall such approval limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all SubContractor personnel providing services under such subcontract. Contractor shall assure that any SubContractor personnel not approved by County shall be immediately, removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any SubContractor, or to any officers, employees, or agents of Contractor or any SubContractor, for any liability,

damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any SubContractor, or to any officers, employees, or agents of Contractor or any SubContractor, for any liability, damages, costs, or expenses arising from or related to County's exercise or such right.

H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 16.0 or a blanket consent to any further subcontracting.

J. In the event that County consents to any subcontracting, Contractor shall be solely Liable and responsible for any and all payments and/or other compensation to all SubContractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any SubContractors or their officers, employees, and agents.

K. Contractor shall deliver to the Chief of DMH's Contracts Development

and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 16.0, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed SubContractor Employee Acknowledgement or Employer, in the form as contained in the Agreement, for each SubContractor's employees performing services under the subcontract. Such acknowledgements shall be delivered to the Chief of DMH's Contract Development and Administration Division on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

M. County shall have no liability or responsibility whatsoever for any payment or other compensation for any SubContractor or its officers, employees, and agents.

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 16.0, including, but not limited to, consenting to any subcontracting.

17.0 CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used throughout this Agreement, including all exhibits, are for convenience only and are not a part of the Agreement and shall not be used in constructing the Agreement.

18.0 WAIVER: No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of

either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

19.0 GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

20.0 CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or Contractor economic dependent of such employee, shall be employed in any capacity by or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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 Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of

all relevant circumstances.

21.0 COMPLETE AGREEMENT: The body of this Agreement and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

22.0 MODIFICATION AND CHANGE NOTICES:

22.1 For any change which affects the scope of work, period of performance, payments, or any term or condition included in this Agreement, a negotiated written Modification to this Agreement shall be prepared and executed by County's Project Manager and Contractor.

22.2 For any change which does not affect the scope of work, period of performance, payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the County's Project Manager and Contractor.

23.0 INDEPENDENT CONTRACTOR STATUS: It is understood and agreed, and it is the intention of the parties hereto, that Contractor is an independent Contractor and not the employee, agent, joint venture, or partner of County for any purpose whatsoever. Contractor shall be solely liable and responsible for the payment of any and all Federal, State or local taxes which may be or become due as a result of Contractor's engagement under this Agreement.

24.0 COUNTY LOBBYIST: Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor,

shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

25.0 ANTI-DISCRIMINATION: Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by Contractor without regard to or because or race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. Contractor certifies and agrees that it will deal with its SubContractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Contractor shall allow County access to its employment records during regular business hours to verify compliance with these provisions when so requested by County. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contact upon which County may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by County of such violation.

Contractor and County agree that in the event of a violation by Contractor of the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Two Thousand Dollars ($2,000.00) pursuant to California Civil Code Section 1671 as damages in lieu of canceling, terminating, or suspending this

Agreement.

26.0 PROJECT PERSONNEL ARE AGENTS OF CONTRACTOR: Contractor represents and warrants that all individuals performing work under this Agreement including, but not limited to, the individuals listed in Exhibit B hereto, and their agents and SubContractors, are fully authorized agents of Contractor for all purposes of this Agreement, and have actual and full authority to perform all activity and work related to this Agreement on behalf of Contractor.

27.0 TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determination with respect to Contractor's performance pursuant to the Agreement. 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.

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.

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

28.0 TERMINATION FOR DEFAULT:

28.1 County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

28.2 In the event that County terminates this Agreement as provided in Sub-paragraph A, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

28.3 The rights and remedies of County provided in this Paragraph 28.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

29.0 TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services

hereunder shall be effected by delivery to Contractor of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall stop services under this Agreement on this date specified in such Notice of Termination.

30.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, 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 reemployment list during the term of this Agreement.

31.0 CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, 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 who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

32.0 CHILD SUPPORT COMPLIANCE PROGRAM:

32.1 Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal

of ensuring that all individuals who benefit financially from 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 County and its taxpayers.

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

32.2. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth pursuant to Subparagraph 32.1 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 28.0 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant

to County Code Chapter 2.202.

33.0 AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement on its behalf is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

34.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: 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 1015.

35.0 USE OF RECYCLED-CONTENT PAPER PRODUCTS: 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 the Project.

36.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

36.1 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.

36.2 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 Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

36.3 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 any term of an Agreement with the County or a nonprofit corporation created by the (2) committed any act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County or 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.

36.4 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.

36.5 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 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.

36.6 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 Hearing Board.

36.7 If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five 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 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.

36.8. 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 years; (2) the debarment has been in effect for at least five 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.

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.

36.9 These terms shall also apply to SubContractors of County Contractors.

37.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this

Agreement, 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 Agreement, Contractor certifies that, to its knowledge, none of its SubContractors, at any tier, or any owner, officer, partner, director or other principal of any SubContractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, 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 Agreement upon which the County may immediately terminate or suspend this Agreement.

38.0 CONTRACTORS EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal Government, directly or indirectly, in whole or in part, and that Contractor will notify Director within (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal Government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG) has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by Federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its SubContractors or its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss

or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Attachment __ as part of its obligation under this Paragraph 38.0.

Failure by Contractor to meet the requirements of this Paragraph 38.0 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

39.0CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

39.1.1 "Disclose" or "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

39.1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

39.1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

39.1.4 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

39.1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

39.1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require

the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

39.1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

39.1.8 "Services" has the same meaning as in the body of this Agreement.

39.1.9 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

39.1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

39.2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity

upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

39.2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

39.2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and effective as

of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple ST.
Suite 525
Los Angeles, CA 90012

39.2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.

39.2.5 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

39.2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

39.2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

39.2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required

to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

39.3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own

uses and disclosures accordingly.

TERM AND TERMINATION

39.4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

39.4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

39.4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This

provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

39.5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

39.5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph.

39.5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph is contrary to another provision of this

Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance with, the terms of this Agreement.

39.5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.

39.5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

39.5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations."

40.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

A Jury Service Program: This Agreement 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.

B Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), 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 Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement 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 Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of 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 Contractor uses any SubContractor to perform services for the County under the Agreement, the SubContractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time

either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

41.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each SubContractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Exhibit D of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

42.0 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.

43.0 COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement 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 Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

44.0 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 certification in Exhibit E, 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)

45. NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class, registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten days prior written notice thereof to the other party.

If to COUNTY:

County of Los Angeles

Department of Mental Health

_____

550 S. Vermont Avenue

Los Angeles, California 90020

ATTN: _____

If to CONTRACTOR:

_____

_____

_____

_____

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By_____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and
Administration Division

EXHIBIT A

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

CONTRACTOR _____

CONTRACT NUMBER **DMH-** _____

CONTRACTOR ACKNOWLEDGEMENT:

I understand and agree that I am an independent Contractor and 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.

CONFIDENTIALITY AGREEMENT:

You may be involved with work pertaining to services provided by the County of Los Angeles and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, you may also have access to proprietary information supplied by the County of Los Angles or 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, mental health, criminal and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this agreement as a condition of your work for the County. Please read this agreement and take 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 with the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the County Project Manager.

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT
(Continued)

I agree to keep confidential all financial, 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, County 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 County employees who have a need to know the information. I agree that if proprietary information supplied by the County or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the County Project Manager any and all violations of this contract by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the County Project Manager upon completion of termination of this contract.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

NAME: _____ DATE: _____
(Signature)

NAME: _____
(Please print)

POSITION: CONTRACTOR

Revised: 4/21/05

EXHIBIT B

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

CONTRACT NUMBER **DMH-** _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that I am an employee of _____, and 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 Agreement. Although _____ has an Agreement with the County to provide Contractor services, 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.

EMPLOYEE CONFIDENTIALITY AGREEMENT:

You may be involved with work pertaining to services provided by County or _____ _____ and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from County or _____. In addition, you may also have access to proprietary information supplied by County or _____ or by other vendors doing business with _____. _____ have a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, mental health, criminal and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this agreement as a condition of your work with _____. Please read this agreement and take 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 in connection with the _____ _____Agreement with the County. I agree to forward all requests for the release of any data or information received by me to the Contractor Project Manager.

I agree to keep confidential all financial, health, criminal and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from County or _____, design concepts, algorithms, programs,

formats, documentation, County proprietary information and all other original materials produced, created or provided to or by me under the above referenced Agreement.

I agree to protect these confidential materials against disclosure to other than County employees who have a need to know the information. I agree that if proprietary information supplied by County or _____ or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the Contractor Project Manager any and all violations of this Agreement by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the Contractor Project Manager upon completion of termination of this Agreement.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

BY: _____ DATE: _____

(Employee Signature)

NAME: _____

(Please Print)

When completed, this form must be maintained on file by CONTRACTOR in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.

Revised (5/17/05)

EXHIBIT C

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Legal Entity Agreement's Paragraph 36 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of _____

_____, (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

EXHIBIT D

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

EXHIBIT D

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia; no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT E

SENATE BILL 1262 – The Non Profit
INTEGRITY ACT OF 2004

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.

CERTIFICATION	**YES**	**NO**
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 Registr 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 (please type or print)

Appendix H-1

CONTRACT NO. _____

AMENDMENT NO. __

THIS AMENDMENT is made and entered into this ___ day of _____, 2005, by and between the COUNTY OF LOS ANGELES (hereafter "County") and_____ (hereafter "Contractor").

WHEREAS, County and Contractor have entered into a written Agreement, dated_____, identified as County Agreement No._____, and any subsequent amendment(s) (**if applicable**) (hereafter collectively "Agreement" **or** hereafter "Agreement"); and

WHEREAS, for Fiscal Year 2005-2006 and any subsequent fiscal year(s) (if applicable), County and Contractor intend to amend Agreement only as described hereunder; and

WHEREAS, the Mental Health Services Act (MHSA), adopted by the California electorate on November 2, 2004 creates a new permanent revenue source, administered by the State Department of Mental Health (SDMH), for the transformation and expanded delivery of mental health services provided by State and county agencies and requires the development of integrated plans for prevention, innovation, and system of care services; and

WHEREAS, in order to qualify for MHSA funds, Contractor has experience and training in its specialized field and has submitted to the County a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ) for the provision of such services, and Contractor has met the minimum

qualifications listed in the RFSQ and been selected for recommendation to be on a MHSA Master list as being qualified to deliver _____ MHSA services.

NOW, THEREFORE, County and Contractor agree that Agreement shall be amended only as follows:

1. A second "WHEREAS" shall be added to the Agreement and inserted in its entirety:

   "WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the Mental Health Service Act (MHSA) adopted by the California electorate on November 2, 2004, through the County's Request for Statement of Qualifications (RFSQ) process; and"

2. Paragraph 3 (DESCRIPTION OF SERVICES/ACTIVITIES) shall be amended to include the following MHSA language:

   "Contractor is eligible to provide mental health services claimable as MHSA services. Contractor has demonstrated experience and training in its specialized field and has submitted to the County a Statement of Qualifications (SOQ) in response to County's RFSQ for the provision of such services, and Contractor has met the minimum qualifications listed in the RFSQ and been selected for recommendation for placement on a MHSA Master Agreement eligibility list. Placement on the Master Agreement eligibility list to does not guarantee that Contractor will be selected to provide mental health services claimable as MHSA services; in order to provide mental health services claimable as MHSA services, a provider must have been selected to provide MHSA services pursuant to a Request for Services."

3. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraphs 4B (Reimbursement for Initial Period) through Subparagraph X (Limitation of County's Obligation Due to Nonappropriation of Funds), shall be shifted down one alphabet letter to 4C through 4W; and

4. Paragraph 4 (FINANCIAL PROVISIONS), Subparagraph 4B (MHSA), shall be inserted in its entirety:

"B. MHSA: The execution of Amendments issued under the MHSA RFSQ does not guarantee a Contractor any amount of funding. Contractor shall not be entitled to any payment of MHSA funds by County under this Agreement except pursuant to validly executed and satisfactorily performed Work Orders or Amendments completed in accordance with County issued MHSA Request for Services (RFS) that includes a specific and detailed Statement(s) of Work.

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

5. Paragraph 39 (ALTERATION OF TERMS), shall be deleted in its entirety and the following substituted therefor:

"39. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Summary or Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director of Mental Health."

6. Attachment I (DEFINITIONS), shall be deleted in its entirety and the following Attachment I substituted therefor:

7. Except as provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused used this Amendment to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

_____
CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

DEFINITIONS

The following terms, as used in this Agreement, shall have the following meanings:

A. "CCR" means the California Code of Regulations;

B. "CGF" means County General Funds;

C. "CalWORKs" means California Work Opportunities and Responsibilities to Kids Act, which under California Welfare and Institutions Code Section 11200 et seq. provides for mental health supportive services to eligible welfare recipients. CalWORKs funding consists of both Federal and State funds;

D. "Cash Flow Advance" means County General Funds (CGF) furnished by County to Contractor for cash flow purposes in expectation of Contractor repayment pending Contractor's rendering and billing of eligible services/activities;

E. "Cost Reimbursement" or "CR" means the arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Agreement, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services;

F. "CPT" means Physicians' Current Procedural Terminology as referenced in the American Medical Association standard edition publication;

G. "CR/DC Manual" means SDMH's Cost Reporting/Data Collection Manual;

H. "Day(s)" means calendar day(s) unless otherwise specified;

I. "DCFS" means County Department of Children and Family Services;

J. "Director" means County's Director of Mental Health or his authorized designee;

K. "DMH" means County's Department of Mental Health;

L. "DPSS" means County's Department of Public Social Services;

M. "EOB" means `Explanation of Balance' for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and `Explanation of Benefits' for Medicare which is the Federal designated Fiscal Intermediary's adjudicated Medicare claim data;

N. "EPSDT" means the Early and Periodic Screening, Diagnosis, and Treatment program, which is a requirement of the Medicaid program to provide comprehensive health care. Such State funds are specifically designated for this program;

O. "Established Maximum Allowable Rate" means the Short-Doyle/Medi-Cal maximum reimbursement for a specific SFC unit as established by SDMH;

DEFINITIONS CONTINUED

P. "FFP" means Federal Financial Participation for Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities as authorized by Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.

Q. "Fiscal Intermediary" means County acting on behalf of the Contractor and the Federally designated agency in regard to and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities;

R. "Fiscal Year" means County's Fiscal Year which commences July 1 and ends the following June 30;

S. "Gross Program Budget" is the sum total of the Net Program Budget and all "Third Party Revenues" shown in the Financial Summary.

T. "GROW" means General Relief Opportunities for Work;

U. "Healthy Families" ("HF") means the federally subsidized health insurance program administered by the State of California for the provision of comprehensive health services (including medical, dental and vision care) to children ages birth through 19th birthday from low income families.

V. "Healthy Families Procedures Manual" ("HF Procedures Manual") means DMH's Healthy Families Procedures Manual for providers. The HF Procedure Manual contains the formal requirements, policies and procedures governing Healthy Families and is incorporated into this Agreement by reference. Contractor hereby acknowledges receipt of the HF Procedures Manual upon execution of this Agreement.

W. "IMD" means Institutions for Mental Disease. Hospitals, nursing facilities or other institutions of more than 16 beds that are primarily engaged in providing diagnosis, treatment or care of persons with mental disease, including medical attention, nursing care and related services;

X. "IS" means DMH's Integrated System;

Y. "Legal Entity" means the legal organization structure under California law;

Z. "Master Agreement List" means a list of contractors who have submitted a Statement of Qualifications (SOQ) in response to County's Request for Statement of Qualifications (FRSQ), have met the minimum qualifications listed in the RFSQ, and have an executed Master Agreement.

DEFINITIONS CONTINUED

AA. "Maximum Contract Amount" is the sum total of all "Allocations" shown in the Financial Summary; except that the "Maximum Contract Amount" shall not include "Third Party Revenue" shown in the Financial Summary;

BB. "Mental Health Services Act (MHSA) Funds": The MHSA, adopted by the California electorate on November 2, 2004 creates a new permanent revenue source, administered by the State Department of Mental Health (SDMH), for the transformation and expanded delivery of mental health services provided by State and county agencies and requires the development of integrated plans for prevention, innovation, and system of care services.

CC. "Member" or Title XXI Healthy Families Program Member ("HFPM") means an enrollee in any Healthy Families Health Plan through Healthy Families.

DD. "MHRC" means Mental Health Rehabilitation Centers certified by the State Department of Mental Health;

EE. "MRMIB" means the State of California Managed Risk Medical Insurance Board, the administrator of Healthy Families for the State of California.

FF. "Negotiated Rate" or "NR" means the total amount of reimbursement, including all revenue, interest and return, which is allowable for delivery of a SFC unit as defined by Director and which is shown on the Financial Summary. An NR is the gross rate of reimbursement which is generally determined by dividing Contractor's gross program cost of delivering a particular SFC by the number of such SFC units to be delivered. All fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same service shall be deducted from the cost of providing the mental health services covered by the Negotiated Rate. A portion of the State-approved NR, which in some cases may be higher than the contracted NR, may be retained by County as County's share of reimbursement from SDMH;

GG. "Net Program Budget" is equal to the Maximum Contract Amount which is the sum total of all "Allocations" and "Pass Through" amounts shown in the Financial Summary. Unless otherwise provided in this Agreement, or separately agreed to in writing between the

parties, it is the intent of the parties that the Net Program Budget shall be equal to the Maximum Contract Amount; and

HH. "PATH" means Projects for Assistance in Transition from Homelessness Federal grant funds;

II. "PHF" means a Psychiatric Health Facility. A health facility licensed by the State Department of Mental Health, that provides 24 hour acute inpatient care on either a voluntary or involuntary basis to mentally ill persons. This care shall include, but not be limited to, the following basic services: psychiatry, clinical psychology, psychiatric nursing, social work, rehabilitation, drug administration, and appropriate food services for those persons whose physical health needs can be met in an affiliated hospital or in outpatient settings.

JJ. "RO/TCM Manual" means SDMH's Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management;

KK. "Request for Services (RFS)": is a second solicitation process to contractors on a pre-qualified Master Agreement that requests specific and detailed services as defined in a Statement of Work at a time when such services are needed.

LL. "Request for Statement of Qualifications (RFSQ)": A solicitation based on establishing a pool of qualified vendors/contractors to provider services through a Master Agreement.

MM. "RGMS" means DMH's Revenue Generation Management System which is included as a subsystem in MIS;

NN. "SAMHSA" means Substance Abuse and Mental Health Services Administration Federal block grant funds;

OO. "SDHS" means State Department of Health Services;

PP. "SDMH" means State Department of Mental Health;

QQ. "SDSS" means State Department of Social Services;

RR. "SFC" means Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity;

SS. "SNF-STP" mean Skilled Nursing Facility licensed by the State Department of Health Services, with an added Special Treatment Program certified by the State Department of Mental Health;

DEFINITIONS CONTINUED

TT. "State" means the State of California;

UU. " Statement of Qualifications (SOQ)" means a contractor's response to an RFSQ.

VV. "Statement of Work (SOW)" means a written description of services desired by County for a specific Work Order.

WW. "Title IV" means Title IV of the Social Security Act, 42 United States Code Section 601et seq.;

XX. "Title XIX" means Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.;

YY. "Title XXI" means Title XXI of the Social Security Act, 42 United States Code Section 1396 et seq.

ZZ. "UMDAP" means SDMH's Uniform Method of Determining Ability to Pay;

AAA. "WIC" means the California Welfare and Institutions Code;

APPENDIX I

MENTAL HEALTH SERVICES ACT (MSHA)
STATEMENT OF QUALIFICATIONS (SOQ) SHORT FORM

Proposer Name: _____ Date: _____

If you currently have a mental health contract with the Department of Mental Health (DMH), you are eligible to file this SOQ shortened form in response to DMH's MHSA Request For Statement of Qualifications (RFSQ) No. _____.

1. Please check the appropriate box if you are currently a DMH provider as a:

☐	a. Legal Entity/Mental Health Services provider	Contract No: _____
☐	b. Legal Entity/Institution for Mental Disease (IMD)	Contract No. _____
☐	c. Fee-For-Service (FFS) Organizational provider	Contract No. _____
☐	d. FFS individual or group provider	Contract No. _____
☐	e. Consultant - please describe: _____	Contract No. _____
☐	f. Other - please describe_____	Contract No. _____

2. Please check appropriate box pertaining to a Settlement Agreement with DMH.

☐ **No**, I do not have a current Settlement Agreement with DMH.

☐ **Yes**, I do have a current Settlement Agreement with DMH and am aware that there is a moratorium on expansion and/or implementation of any new programs during the Settlement Agreement's repayment period and that any exemption from this penalty requires justification that this restriction will negatively impact planned program services.

3. Please check all categories of service where you have experience. For Categories 1 and 2 only, include a program narrative that does not exceed two(2) pages demonstrating that you meet the requirements under one or more of the following service categories as detailed in RFSQ Section 1.31:

☐ 1. Full Service Partnerships (FSP)
☐ 2. Safe Havens Supportive Housing services
(Categories 1 and 2 require program narratives)

☐ 3. Other housing and residential services besides Safe Havens Supportive Housing
☐ 4. Peer support, peer counseling, and peer mentoring services
☐ 5. Counseling, assessment, and other traditional mental health services (clinical and/or field-based)
☐ 6. Alternative crisis services
☐ 7. Bridging and support services
☐ 8. Workforce training and development
☐ 9. Other – describe: _____
(Categories 3 through 9 do not require program narratives)

4. Please check all target age groups with whom you have recent experience. You will be considered only for target groups checked.

☐ 1. Children (0 to15)
☐ 2. TAY (16-25)
☐ 3. Adults (25-59)
☐ 4. Older Adults (60 Years +)

5. Please check all Service Areas where you provide services. You will be considered only for service areas checked.

☐ 1. Service Area 1
☐ 2. Service Area 2
☐ 3. Service Area 3
☐ 4. Service Area 4
☐ 5. Service Area 5
☐ 6. Service Area 6
☐ 7. Service Area 7
☐ 8. Service Area 8
☐ 9. Countywide

6. Proof of Insurance is attached to this SOQ - check appropriate boxes

☐ a. Original certificate of insurance
☐ b. 30-day notice of cancellation
☐ c. Certificate of insurance with LA County as additional insured
☐ d. Original endorsement from insurance company with LA County as additional insured with correct address

APPENDIX I

MENTAL HEALTH SERVICES ACT (MSHA)
STATEMENT OF QUALIFICATIONS (SOQ) SHORT FORM

Proposer Name: _____ Date: _____

☐ e. AM Best Insurer Financial Rating not less than A

6A. General Liability - check appropriate boxes

☐ a. General aggregate $2 mil coverage
☐ b. Products/Completed Operation aggregate $1 mil coverage
☐ c. Personal and Advertising Injury $1 mil coverage
☐ d. Each occurrence $1 mil coverage

6B. Auto

☐ a. Proof of insurance on ISO policy form CA 00 01 with a limit of liability of $1 million for each accident

6C. Workers' Compensation - check appropriate boxes

☐ a. Each accident $1 mil coverage/accident
☐ b. Disease – policy limit $1 mil coverage
☐ c. Disease – each employee $1 mil coverage
☐ d. Letter stating no employees (if applicable)
☐ e. Letter stating compliance with workers' compensation law for another state (if applicable)

6D. Professional Liability - check appropriate boxes

☐ Liability from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less that $2 million per occurrence and $3 million aggregate.

6E. Property Coverage

☐ Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provides deductibles of no greater than 5% of the property value, and shall full replacement value of County-owned or leased property.

7. Statement of Financial Viability

☐ Yes, I am a financial viable company/organization that can continue in business through the term and can finance all costs of this contract for a period of sixty days at any time during the contract period.

8. Proposer is registered on the County's WebVen at http://lacounty.info/doing_business/main_db.htm.

☐ Yes, my WebVen Registration No. is: _____

9. ☐ Please check if you understand and agree that submission of this SOQ and the signed signature page of the Master Agreement/Amendment constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of Appendix H – Master Agreement/Amendment.

Please sign and attach to this Shortened SOQ service category narrative(s), Settlement Agreement justification (if applicable), and all required forms listed under the RFSQ's Appendix A – H.

On behalf of _____,
(Proposer's Name)

I _____ certify that all statements n
(Name of Proposer's Authorized Official)

made in this SOQ submitted by my organization are true and complete to the best of my knowledge and belief. I understand that any false statement(s) of material facts or omissions may subject me to disqualification.

_____
Proposer Name:

_____
Authorized Official's Printed Name and Title

_____ _____
Authorized Official's Signature: Date