



# **DEPARTMENT OF MENTAL HEALTH**

## **REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ) FOR MENTAL HEALTH SERVICES ACT (MHSA)**

**RFSQ No. DMH030719B1**

Prepared By  
County of Los Angeles – Department of Mental Health  
Contracts Development and Administration Division

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)  
 MENTAL HEALTH SERVICES ACT (MHSA)  
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## 1.0 GENERAL INFORMATION

The Los Angeles County, Department of Mental Health (LACDMH) is issuing this Request for Statement of Qualifications (RFSQ) to enter into Master Agreements with qualified entities to provide an array of services that use Mental Health Services Act (MHSA) funding for LACDMH. The MHSA, adopted by the California electorate on November 2, 2004, created a new permanent revenue source administered through LACDMH as the county's Mental Health Plan through a contract with the State of California, Department of Health Care Services (DHCS).

Services funded through MHSA must be client-centered, family-focused, community-based, linguistically and culturally competent and provided in an integrated manner. LACDMH is committed to the inclusion of Peer workforce in all MHSA Service Components as they are an integral part of multidisciplinary or interdisciplinary teams. Peer delivered services positively impact recovery outcomes for people in the community, people receiving services and their loved ones. Peer Workers are defined as people with lived experience of mental health challenges, family with a loved one with live experience and/or parent of child with SED who have had training and use their lived experience to support people in accessing recovery.

**The MHSA has the following three (3) Service Components and two (2) Infrastructure Components:**

- **MHSA Service Components:**
  - 1) Community Services and Supports (CSS)
  - 2) Prevention and Early Intervention (PEI)
  - 3) Innovations (INN)
  
- **Infrastructure Components:**
  - 1) Capital Facilities and Technological Needs
  - 2) Workforce Education and Training

Interested and qualified entities meeting the Minimum Mandatory Qualifications identified in Section 1.4 of this RFSQ are invited to submit a Statement of Qualifications (SOQ) Form (Appendix K) **and** SOQ narrative per Section 2.7 (Preparation and Format of the SOQ). SOQ responses will be used to qualify multiple contractors to enter into a Master Agreement with LACDMH to provide MHSA services.

Upon execution of the MHSA Master Agreements, the qualified entities may become County MHSA Contractors, and thereafter may be solicited under LACDMH's competitive solicitations to provide as-needed MHSA Services under a Request for Services (RFS) or Work Order (WO). Only qualified entities in the MHSA Master Agreement may be solicited for a RFS/WO solicitation based on the service category(ies) identified in the Proposer's SOQ submission.

NOTE: Proposer must keep their SOQ updated with all applicable and current services. Any changes to these services should be relayed to LACDMH Master Agreement administrator immediately as solicitations will be released based on the service category(ies) identified in the Proposer's SOQ submission. The Master Agreement Administrator can provide any technical assistance required.

## 1.1 Scope of Work

### A) **Community Services and Supports (CSS) – MHSA Service Component**

The CSS Plan provides a full array of mental health services, treatment and supports to individuals across the lifespan. These services are predicated 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) ensuring that services are delivered in ways that address disparities in access to services, particularly disparities affecting ethnic and cultural communities.

#### **The CSS Plan consists of six (6) focal areas:**

##### **1) Full Service Partnership Services (A.1)**

##### **2) Recovery, Resilience, and Reintegration Services (A.2)**

- Transition-Age Youth Drop-In Centers (A.2.1)
- Field-based and Client-based Mental Health Services and Supports (A.2.2)
- TAY Supported Employment Services (A.2.3)
- Integrated Care Outpatient Programs (A.2.4)
- Peer Run Centers, including Peer Run Respite Housing (A.2.5)
- Wellness Services (A.2.6)
- Probation Camp Services (A.2.7)

##### **3) Alternative Crisis Services (A.3)**

- Residential and Bridging (A.3.1)
- Urgent Care Centers (A.3.2)
- Enriched Residential Services (A.3.3)

##### **4) Planning, Outreach, and Engagement Services (A.4)**

- Outreach and Engagement at the Service Area Level (A.4.1)
- Outreach and Engagement of Underserved and Cultural Communities (A.4.2)

##### **5) Linkage to County-Operated Functions/Programs (A.5)**

##### **6) Housing Services (A.6)**

- MHSA Housing Program (A.6.1)
- Enhanced Emergency Shelter Program (A.6.2)

#### **A.1 Full Service Partnership (FSP) Services**

A team-based, low staff to client ratio, full array of mental health services and supports, including 24/7 crisis response (in-person when needed) provided by someone known to the client, focused on reducing institutional service utilization and increasing recovery rates.

FSPs enable people to create their own plans for recovery with support from professionals and peers, and receive a wide array of mental health services and supports including mental health treatment, housing services, employment services, services for clients with co-occurring substance use and mental illness,

recreational or other therapeutic services and 24/7 support to make their plan a reality.

FSP programs serve children (0-15), transition age youth (16-25), adults (26-59) and older adults ages 60 and above.

## **A.2 Recovery, Resilience, and Reintegration (RRR) Services**

The RRR services cross all age groups and include community-based, clinic-based, well-being and peer-run services geared toward reintegration into the community, including one or more of the following options:

A.2.1 Transition-Age Youth (TAY) Drop-In Centers: Intended as entry points to the mental health system for TAY ages 16-25 who are living on the street or in unstable living situations. Drop-In Centers provide “low-demand, high-tolerance” environments in which youth can find temporary safety and basic supports (e.g. showers, meals, clothing, referrals, vouchers, etc). TAY accessing Drop-In Centers have an opportunity to build trusting relationships with staff persons who can, as the youth is ready and willing, connect them to the services and supports they need in order to work toward stability/recovery.

While Drop-In Centers are currently operated during normal business hours, MHSA funds are designated for the primary purpose of extending hours of operation and thus increasing access to basic supports through Outreach and Engagement activities.

A.2.2 Field-based and Clinic-based Mental Health Services and Supports: Outpatient services that are primarily provided in an outpatient clinic setting to a range of individuals who meet the criteria for Specialty Mental Health Services.

A.2.3 TAY Supported Employment Services: Assist and support mental health clients obtain and maintain competitive employment.

A.2.4 Integrated Care Outpatient Programs: Specialized mental health and primary care outpatient mental health services delivered in a team-based, integrated manner for clients with co-morbid mental health, primary care and, often, substance abuse conditions.

A.2.5 Peer Run Centers, including Peer Run Respite Housing: These programs are staffed and managed by clients in recovery from mental illness, with peer run centers providing an array of services that may include self-help support services, health navigation and housing support. Peer Respite housing are houses staffed by peers, operated 24 hours per day, 7 days per week providing an array of self-help support activities to individuals in need of short term respite housing for not greater than 30 days.

A.2.6 Wellness Services: Provide clients at higher stages of recovery who require less professional care and greater degrees of self-directed, peer

support services geared toward community reintegration and an eventual exit from the formal mental health system. Activities, services and supports focus on relapse prevention, healthy living, maintaining or obtaining independent living and employment and wellness recovery action planning.

- A.2.7 Probation Camp Services: Co-located mental health services and supports delivered on-site at the Probation Camps, delivered in conjunction with Juvenile Court Health Services and the Los Angeles County Office of Education services. Services, including medication support, case management, assessment and treatment including evidence-based individual and group therapy, including Aggression Replacement Treatment (ART), Adapted-Dialectical Behavior Therapy (DBT) and Seeking Safety (SS).

**A.3 Alternative Crisis Services**  
**One or more of the following:**

- A.3.1 Residential and Bridging: A multi-disciplinary (including peers) approach to transitioning clients residing in Institution for Mental Disease (IMD), IMD Step-Down programs, County hospitals and crisis residential services to live in the unlocked outpatient community settings.
- A.3.2 Urgent Care Centers: Outpatient facilities that provide a full array of mental health services to individuals diagnosed with a mental illness who are in crisis. Services must not exceed 23 hours and 59 minutes. Services should include ability to provide emergency housing and linkage to other needed supports.
- A.3.3 Enriched Residential Services: Supportive on-site mental health services at selected Adult Residential Facilities (ARFs), and in some instances, congregate living, assisted living or other independent living situations. The program also assists clients transitioning from acute inpatient and institutional settings to the community.

**A.4 Planning, Outreach, and Engagement Services**

- A.4.1 Outreach and Engagement at the Service Area Level for purposes of increasing education, awareness and access to mental health services for those in need.
- A.4.2 Outreach and Engagement of Underserved and Cultural Communities: Projects designed and delivered by LACDMH's identified Underserved Cultural Community groups, which currently include African American, Asian Pacific Islander, Eastern European-Middle Eastern, American-Indian/Native American, Latino, Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, Two-Spirit and Disabilities groups. Projects designed to utilize culturally relevant ways to engage and outreach to communities regarding mental health care.



**A.5 Linkage to County-Operated Functions/Programs**

Linkage services include Service Area Navigation and Jail Linkage and Referral from criminal justice settings to the community.

**A.6 Housing Services**

A.6.1 MHSA Housing program and other MHSA-funded housing: Funds the development and operation of permanent, supportive, affordable housing for individuals (and their families) who are homeless with a mental illness.

A.6.2 Enhanced Emergency Shelter Program for individuals who are homeless, have a mental illness and in need of emergency, short term shelter while permanent housing options are being explored and obtained.

**B) Prevention and Early Intervention (PEI) Plan – MHSA Service Component**

PEI services are intended to prevent mental illness from occurring by providing an array of services and activities at strategic access platforms, prevent the relapse of mental illness and provide treatment as early as possible in the emergence of a mental illness.

**The PEI Plan consists of six (6) focal areas:**

- 1) **Prevention (B.1)**
- 2) **Early Intervention (B.2)**
- 3) **Suicide Prevention (B.3)**
- 4) **Stigma and Discrimination Reduction (B.4)**
- 5) **Outreach for Increasing Recognition of Early Signs of Mental Illness (B.5)**
- 6) **Access and Linkage to Treatment (B.6)**

**B.1 Prevention**: Involves reducing risk factors or stressors, building protective factors and skills, and increasing support. Prevention promotes positive cognitive, social and emotional development that serves to reduce or prevent mental illness from occurring. Services are delivered in locations and through platforms where at-risk individuals congregate, such as schools, public libraries and parks, etc.

**B.2 Early Intervention**: Directed toward individuals and families for whom a short duration (less than 18 months, with the exception of first break psychosis services) and relatively low-intensity treatment intervention is appropriate to measurably improve a mental health problem or concern very early in its manifestation, thereby avoiding the need for more extensive mental health treatment or services or preventing a mental health problem from getting worse. Services should be grounded in practices that are evidence-based, promising or have sufficient community-defined evidence. Such practices include Stepped Care that scales up or down interventions known to be effective.

**B.3 Suicide Prevention:** Organized activities to prevent suicide, including education, training and dedicated hotline/warm line services.

**B.4 Stigma and Discrimination Reduction:** Activities designed to reduce negative feelings, attitudes, beliefs, perceptions and stereotypes related to being diagnosed with a mental illness, having a mental illness or seeking mental health services and to increase acceptance, dignity, inclusion and equity for individuals with a mental illness, and members of their family.

**B.5 Outreach for Increasing Recognition of Early Signs of Mental Illness:** Engaging, encouraging, educating and/or training potential first responders or those who are likely to come in contact with individuals with a mental illness to effectively respond to those symptoms. First responders include, but are not limited to, families, employers, health care providers, school personnel, community-based organizations, law enforcement, faith-based organizations and others.

**B.6 Access and Linkage to Treatment:** Linking individuals with ongoing mental health needs to appropriate treatment, including tracking and follow up of linkage and calculating the duration of untreated mental illness for each client linked.

**C) Innovations (INN) – MHSA Service Component**

Projects designed to transform county programs and/or systems that have as a primary purpose either increasing access to mental health services, increasing the quality of mental health services or promoting interagency and community collaboration as it relates to mental health services or outcomes.

An INN project must do at least one of the following: (1) Introduce a mental health practice or approach that is new to the overall mental health system; (2) Make a change to an existing practice in the field of mental health, including but not limited to application to a different population; (3) Apply to the mental health system a promising community-driven practice or approach that has been successful in non-mental health contexts or settings.

INN projects must be vetted locally, generally through a public posting, and then approved by the Mental Health Services Oversight and Accountability Commission. Innovation projects shall not to exceed five (5) years and should result in a sustainable transformational impact.

**D) Capital Facilities and Technological Needs - MHSA Infrastructure Component**

Capital Facilities funding supports the purchasing of LACDMH buildings. Technological Needs funds information technology positions, access to computers and the internet for consumers and family members and support for contract legal entities to implement electronic health records.

**E) Workforce Education and Training - MHSA Infrastructure Component**

Funds activities that expand the public mental health workforce, including recruitment incentives and training of the existing workforce.

## F) Evaluation of MHSA Funded Programs

Conducting an outcome evaluation of one or more programs, including establishing programmatic goals and outcomes, instrument selection and procurement, training on outcome data collection, utilization of an electronic data portal, and collecting, evaluating and reporting on outcomes.

### 1.2 Overview of Solicitation Documents

This Request for Statement of Qualifications (RFSQ) is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Proposer's minimum qualifications, provides information regarding some of the requirements of the MHSA Master Agreement and the solicitation process.
- **INSTRUCTIONS TO PROPOSERS:** Contains instructions to Proposers in how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/SELECTION QUALIFICATION PROCESS:** Explains how the SOQ will be reviewed, selected and qualified.

#### **APPENDICES:**

- A - Required Forms:** Forms contained in this section must be completed and included in the SOQ.
- B - Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to LACDMH requesting a Solicitation Requirements Review.
- C - County of Los Angeles Policy of Doing Business with Small Business:** County Code.
- D - Jury Service Ordinance:** County Code.
- E - Listing of Contractors Debarred in Los Angeles County:** Contractors who are not allowed to contract with the County for a specific length of time.
- F - IRS Notice 1015:** Provides information on Federal Earned Income Credit.
- G - Safely Surrendered Baby Law:** County program.
- H - MHSA Master Agreement:** The Master Agreement used for this solicitation. The terms and conditions shown in the Master Agreement are **not negotiable**.
- I - Background and Resources: California Charities Regulation:** An information sheet intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

**J - Defaulted Property Tax Reduction Program:** County Code.

**K - Statement of Qualifications (SOQ) Form**

### 1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, a description of specific definitions can be found in Appendix H, MHSA Master Agreement, Paragraph 2 - Definitions.

### 1.4 Proposer Minimum Mandatory Qualifications

Interested and qualified entities meeting the Minimum Mandatory Qualifications (MMQs) identified below are invited to submit an SOQ Form (Appendix K) **and** to adhere to the SOQ submission requirements as stated in Section 2.7 (Preparation and Format of the SOQ). SOQ responses will be used to qualify multiple contractors to enter into MHSA Master Agreements with LACDMH to provide MHSA services.

1.4.1 Proposer must have a minimum of three (3) years' experience within the last five (5) years providing culturally and linguistically appropriate mental health services as described in Section 1.1. (Scope of Work). LACDMH will use the date of SOQ submission to calculate the three (3) years within the last five (5) years of experience. **Proposer must submit three (3) signed letters of references to substantiate Proposer's experience. Letters of References must be signed and labeled as "Attachment I – MMQ." LACDMH shall not be used as a reference.**

1.4.2 Proposer must register in the County's WebVen. Proposer may register via the Internet by accessing the County's home page at: (<http://camisvr.co.la.ca.us/webven/>). **Proposer shall provide a copy of the Proposer's WebVen Identification Number as "Attachment II- MMQ".**

1.4.3 Proposer must not be on the Los Angeles County's Debarment List (<http://doingbusiness.lacounty.gov/debarmentlist.htm>) or on the Office of Inspector General (OIG) Health and Human Services (HHS) Debarment List: ([www.oig.hhs.gov/fraud/exclusions.asp](http://www.oig.hhs.gov/fraud/exclusions.asp)). **LACDMH will verify to ensure Proposer is not on either Debarment List.**

1.4.4 If Proposer's compliance with a County contract has been reviewed by the Department of the Auditor-Controller within the last 10 years, Proposer must not have unresolved questioned costs identified by the Auditor-Controller, in an amount over \$100,000, that are confirmed to be disallowed costs by the contracting County department, and remain unpaid for six (6) months or more from the date of disallowance, unless such disallowed costs are the subject of current good faith negotiations to resolve the disallowed costs, in the opinion of the County. **LACDMH will verify to ensure Proposer does not have disallowed costs and/or resolved disallowed costs.**

### 1.5 Intentionally Omitted

## 1.6 MHSA Master Agreement Process

The objective of this RFSQ process is to secure qualified Proposers to provide mental health services as referenced in Section 1.1 (Scope of Work).

**THERE IS NO FUNDING ALLOCATION FOR THE MHSA MASTER AGREEMENT.**

Specific tasks, deliverables, funding allocation, etc. will be determined at the time LACDMH requests proposals/bids through a MHSA Request for Services (RFS) or Work Order (WO) solicitation.

- 1.6.1 MHSA Master Agreements may be executed with qualified entities determined to be qualified by the service category(ies) identified in the SOQ and SOQ Form (Appendix K). **The execution of the MHSA Master Agreement does not guarantee that an entity will be used by the County nor guarantee any minimum or maximum amount of utilization of services.**
- 1.6.2 Upon LACDMH's execution of the MHSA Master Agreement, qualified Proposers will become County MHSA Contractors. Thereafter MHSA Contractors, depending on demonstrated qualifications, in one or more areas that include Service Category(ies)/Focal Area(s), Service Area(s), and Focal Age Group(s), may be solicited under competitive solicitations such as a RFS or WO to provide as-needed mental health services.
- 1.6.3 The MHSA Master Agreement includes various MHSA Service and Infrastructure Components and categories of services/focal areas. Only MHSA Contractors qualified under a specific category/focal area will be contacted to submit proposals/bids for a competitive RFS/WO solicitation. LACDMH's release of the RFS/WO solicitations will be at the County's sole discretion.
- 1.6.4 Upon LACDMH's release of a competitive RFS/WO solicitation, LACDMH will include a SOW, which shall describe in detail the particular MHSA project, the minimum mandatory qualifications and the services/work required for the performance thereof and the funding allocation for the as-needed mental health services. The only compensation made for such services will be through satisfactory work performed in accordance to the RFS/WO's SOW. Payment for all work will be described in the RFS/WO, which may include the actual cost, established rates, or fixed price per deliverable basis, and/or subject to the Total Maximum Amount/Maximum Contract Amount.

## 1.7 MHSA Master Agreement Term

- 1.7.1 This MHSA Master Agreement is effective upon the date of its execution by the Director of the Department of Mental Health or designee as authorized by the Board of Supervisors. This Master Agreement shall expire on June 30, 2027, unless sooner extended or terminated, in whole or in part, as provided herein.

The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods, through June 30, 2029, for a

maximum total Master Agreement term of ten (10) years as authorized by the Los Angeles County Board of Supervisors. Each such optional extension period may be exercised at the sole discretion of the Director or designee as authorized by the Board of Supervisors.

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

**1.7.3 LACDMH will continuously accept SOQs throughout the duration of the MHSA Master Agreement in order to qualify Proposers. The MHSA Master Agreement will become effective upon the date of its execution by the Director of LACDMH or designee, and expire at the same time as the end term approved by the Board of Supervisors, unless sooner extended or terminated.**

## **1.8 County Rights and 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 solicitation 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.

## **1.9 Contact with County Personnel**

Any contact regarding this RFSQ or any matter relating thereto must be in writing and must be e-mailed as listed below. **Please specify “RFSQ – MHSA” in the subject title of the e-mail and send to:**

**Attention: Solicitations Team**

County of Los Angeles – Department of Mental Health  
Contracts Development and Administration Division

[SolicitationsTeam@dmh.lacounty.gov](mailto:SolicitationsTeam@dmh.lacounty.gov)

If it is discovered that a Proposer contacted and received information from any County personnel, other than the Solicitations Team, regarding this solicitation, County, in its sole determination, may disqualify their SOQ from further consideration.

## **1.10 Mandatory Requirement to Register on County’s WebVen**

Prior to executing a MHSA 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. Proposer’s may register online via the Internet by accessing the County’s home page at <http://camisvr.co.la.ca.us/webven/>.

### 1.11 County Option to Reject SOQs

The County may, at its sole discretion, reject any or all SOQs submitted in response to this RFSQ or cancel this RFSQ in its entirety. The County shall not be liable for any costs incurred by the Proposer in connection with the preparation and submission of any proposal. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

### 1.12 Protest Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Proposer may request a review of the requirements under a solicitation for a Board-approved services contract, as described in Section 1.12.3 below. Additionally, any actual Proposer may request a review of a disqualification under such a solicitation, as described in the Sections below.

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

#### 1.12.3 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 the following:

- Review of Solicitation Requirements Review (Reference sub-paragraph 2.4 in the solicitation requirement review)
- Review of a Disqualified SOQ (Reference sub-paragraph 3.2 in the SOQ Review/Selection/Qualification Process)

### 1.13 Notice to Proposer Regarding Public Records Act

1.13.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when LACDMH recommends the qualified Proposer(s) to the Board of Supervisors (Board) and such recommendation appears on the Board agenda, all SOQ's submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are justifiably defined and identified by the Proposer as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

1.13.2 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. The Proposer must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

#### **1.14 Indemnification and Insurance**

For the purposes of this RFSQ, County is waiving the insurance requirements contained in Appendix H – Sample Master Agreement, sub-paragraphs 8.23 – General Provisions for all Insurance Coverage and 8.24 – Insurance Coverage. However, the insurance requirements, where applicable, will not be waived for a Request for Services or Work Order Solicitation. Therefore, should a Proposer be selected/awarded a contract through a Request for Services or Work Order Solicitation, Proposer shall be required to comply with the Indemnification provisions contained in Appendix H – Sample Master Agreement, sub-paragraph 8.22. Also, 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 – Sample Master Agreement, sub-paragraphs 8.23 and 8.24.

#### **1.15 Intentionally Omitted**

#### **1.16 Injury and 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.

#### **1.17 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.

#### **1.18 Confidentiality and Independent Contractor Status**

As appropriate, Contractor shall be required to comply with the Confidentiality provision stated in Paragraph 7.6 and the Independent Contractor Status Paragraph 8.21 in Appendix H – MHSA Master Agreement.

#### **1.19 Conflict of Interest**

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 or 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.

#### **1.20 Determination of Proposer Responsibility**

1.20.1 A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to



satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Proposers.

- 1.20.2 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.
- 1.20.3 The County may declare a Proposer to be non-responsible for purposes of this MHSA Master Agreement if the Board of Supervisors, in its discretion, finds that the Proposer has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Proposer's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or omission which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.
- 1.20.4 If there is evidence that the Proposer may not be responsible, LACDMH 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. LACDMH 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 LACDMH's recommendation.
- 1.20.5 If the Proposer presents evidence in rebuttal to LACDMH, LACDMH 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.
- 1.20.6 These terms shall also apply to proposed subcontractors of Proposers on County contracts.

## **1.21 Proposer Debarment**

- 1.21.1 Proposer is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Proposer from bidding or proposing on, or being awarded, and/or performing work on other County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and the County may terminate any or all of the Proposer's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Proposer has done any of the following: (1) violated a

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

- 1.21.2 If there is evidence that the apparent highest ranked Proposer may be subject to debarment, LACDMH 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.
- 1.21.3 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 LACDMH shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.21.4 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.
- 1.21.5 If a Proposer has been debarred for a period longer than five (5) years, that Proposer may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Proposer has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.
- 1.21.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Proposer has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall

conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- 1.21.7 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.
- 1.21.8 These terms shall also apply to proposed subcontractors of Proposers on County contracts.
- 1.21.9 Appendix E provides a link to the County's website where there is a listing of Contractors that are currently on the Debarment List for Los Angeles County.

## **1.22 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).

## **1.23 Gratuities**

### **1.23.1 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.

### **1.23.2 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.

### **1.23.3 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.

### **1.24 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 is 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 and each such County Lobbyist is not on the Executive Office’s List of Terminated Registered Lobbyists by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix A - Required Forms Exhibit 5, as part of their SOQ.

### **1.25 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.

### **1.26 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. 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 9, as part of their SOQ.**

### **1.27 County's Quality Assurance Plan**

After award of an MHSA Master Agreement and subsequent RFS/WO(s), the County or its agent will monitor the Contractor's performance under the MHSA Master Agreement and RFS/WO on an annual basis. Such monitoring will include assessing Contractor's compliance with all terms and conditions in the MHSA Master Agreement and performance standards identified in the RFS/WO. Contractor's deficiencies which the County determines are significant or continuing and that may jeopardize performance of this MHSA Master Agreement and subsequent RFS/WO will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate the MHSA Master Agreement and/or RFS/WO in whole or in part, or impose other penalties as specified in the MHSA Master Agreement.

### **1.28 Recycled Bond Paper**

Proposer shall be required to comply with the County's policy on recycled bond paper as specified in Appendix H - Master Agreement, Paragraph 8.38.

### **1.29 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, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Appendix G (Safely Surrendered Baby Law) of this solicitation document. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **1.30 County Policy on Doing Business with Small Business**

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

1.30.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Paragraph 1.32 of this Section.

1.30.3 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 Paragraph 1.31 of this Section.

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

### 1.31 Jury Service Program

The prospective contract is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read the Jury Service Ordinance, Appendix D, and the pertinent jury service provisions of the Appendix H - Master Agreement, Paragraph 8.7, 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.**

- 1.31.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employee's regular pay the fees received for jury service. 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.
- 1.31.2 There are two ways in which a Contractor might not be subject to the Jury Service Program. The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation 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 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.

1.31.3 If a Contractor does not fall within the Jury Service Program’s definition of “Contractor” or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in the Contractor Employee Jury Service Program Certification Form and Application for Exception, as set forth in Appendix A - Required Forms Exhibit 10, 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.

### **1.32 Local Small Business Enterprise (LSBE) Preference Program**

1.32.1 In reviewing RFS/WO Solicitations, the County will give LSBE preference to businesses that meet the definition of a LSBE, consistent with Chapter 2.204.030C.1 of the Los Angeles County Code. An LSBE is defined as a business: 1) certified by the State of California as a small business and has had its principal place of business located in Los Angeles County for at least one year; or 2) certified as a small business enterprise with other certifying agencies pursuant to the Department of Consumer and Business Affairs (DCBA) inclusion policy that: a) has its principal place of business located in Los Angeles County, and b) has revenues and employee sizes that meet the State’s Department of General Services requirements. The business must be certified by the DCBA as meeting the requirements set forth above prior to requesting the LSBE Preference in a solicitation.

1.32.2 To apply for certification as an LSBE, businesses should contact the DCBA at <http://dcba.lacounty.gov>.

1.32.3 Certified LSBEs may only request the preference in each of their RFS/WO Solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each RFS/WO Solicitation response and submit a letter of certification from the DCBA with their bid.

1.32.4 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>

### **1.33 Local Small Business Enterprise (LSBE) Prompt Payment Program**

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

### **1.34 Notification to County of Pending Acquisitions/Mergers by Proposing Company**

The Proposer shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Proposer is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers. This information shall be provided by the Proposer on Appendix A - Required Forms Exhibit 1, Proposer's Organization Questionnaire/Affidavit and CBE Information. Failure of the Proposer to provide this information may eliminate its SOQ from any further consideration.

### **1.35 Social Enterprise (SE) Preference Program**

1.35.1 In reviewing RFS/WO Solicitations, the County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:

- 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
- 2) A business certified by the DCBA as a SE.

1.35.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.35.1.

1.35.3 Certified SEs may only request the preference in each of their RFS/WO Solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each RFS/WO Solicitation response and submit a letter of certification from the DCBA with their bid.

1.35.4 Further information on SEs is also available on the DCBA's website at: <http://dcba.lacounty.gov>.

### **1.36 Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

Contractor shall be required to comply with the Administrative Simplification requirements of the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) as in effect and as may be amended, as contained in Appendix H, Master Agreement, Exhibit I.



### **1.37 Contractor’s Charitable Contributions Compliance**

- 1.37.1 California’s “Supervision of Trustees and Fundraisers for Charitable Purposes Act” regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read the Background and Resources: California Charities Regulations, Appendix I. 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.
- 1.37.2 All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the Charitable Contributions Certification, Exhibit 11 as set forth in Appendix A - Required Forms. A completed Exhibit 11 is a required part of any agreement with the County.
- 1.37.3 In 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.
- 1.37.4 Prospective County contractors that do not complete Exhibit 11 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)

### **1.38 Defaulted Property Tax Reduction Program**

The prospective contract is subject to the requirements of the County’s Defaulted Property Tax Reduction Program (“Defaulted Tax Program”) (Los Angeles County Code, Chapter 2.206). Prospective Contractors should carefully read the Defaulted Tax Program Ordinance, Appendix J, and the pertinent provisions of the Sample Master Agreement, Appendix H, Sub-paragraph 8.50 and 8.51, both of which are incorporated by reference into and made a part of this solicitation. The Defaulted Tax Program applies to both Contractors and their Subcontractors.

Proposers shall be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and shall maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Certification of Compliance with The County's Defaulted Property Tax Reduction Program, Exhibit 12 in Appendix A – Required Forms. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a contract or initiation of debarment proceedings against the non-compliance contractor (Los Angeles County Code, Chapter 2.202).

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

### **1.39 Disabled Veteran Business Enterprise (DVBE) Preference Program**

1.39.1 In reviewing RFS/WO Solicitations, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE Proposer is defined as:

- 1) A business which is certified by the State of California as a DVBE; or
- 2) A business which is verified as a service-disabled veteran-owned small business (SDVOSB) by the Veterans Administration.
- 3) A business certified as DVBE with other certifying agencies pursuant to DCBA's inclusion policy that meets the criteria set forth by the agencies in 1 and 2 above.

1.39.2 The DCBA shall certify that a DVBE is currently certified by the State of California, by the U.S. Department of Veteran Affairs, or is determined by the DCBA' inclusion policy that meets the criteria set forth by the agencies in Section 1.39.1, 1 or 2 above.

1.39.3 Certified DVBEs may only request the preference in each of their RFS/WO Solicitation responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each RFS/WO Solicitation response and submit a letter of certification from the DCBA with their bid.

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

1.39.5 Information on the Department of Veteran Affairs SDVOSB certification regulations is found in the Code of Federal Regulations, 38CFR 74 and is also available on the Department of Veterans Affairs Website at: <https://www.va.gov/osdbu/>.

**1.40 Time Off for Voting**

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Elections Code Section 14000.

**1.41 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**

On October 4, 2016, the Los Angeles County Board of Supervisors approved a motion taking significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking. The policy prohibits Proposers engaged in human trafficking from receiving contract awards or performing services under a County contract.

Proposers are required to complete Exhibit 13 (Zero Tolerance Policy on Human Trafficking Certification) in Appendix A (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Section 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix H (Sample Master Agreement). Further, contractors are required to comply with the requirements under said provision for the term of any Master Agreement awarded pursuant to this solicitation.

**1.42 Intentionally Omitted**

**1.43 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

1.43.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

1.43.2 Upon contract award or at the request of the A-C and/or LACDMH, the Contractor shall submit a direct deposit authorization request with banking and Proposer information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

1.43.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

1.43.4 Upon contract award or at any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to

this requirement. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

#### **1.44 Proposer’s Acknowledgement of County’s Commitment to Fair Chance Employment Hiring Practices**

On May 29, 2018, the Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (Section 12952).

Contractors are required to complete Exhibit 14 (Compliance with Fair Chance Employment Hiring Practices Certification) in Appendix A (Required Forms), certifying that they are in full compliance with Section 12952, as indicated in the Master Agreement. Further, contractors are required to comply with the requirements under Section 12952 for the term of any contract awarded pursuant to this solicitation.

## **2.0 INSTRUCTIONS TO PROPOSERS**

This Section contains key project dates and activities as well as 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 of LACDMH or his designee’s sole judgment and the judgment shall be final.

### **2.3 RFSQ Timetable**

**Note: Responses to the SOQ are open and continuous.**

LACDMH will continuously accept SOQs submissions throughout the duration of the MHSA Master Agreement term. All SOQs received by the initial due date (April 1, 2019, 12:00 p.m., Pacific Time) will be reviewed. SOQs submitted after the initial due date (April 1, 2019, 12:00 p.m., Pacific Time) shall be considered for review at the convenience of the County. The MHSA Master Agreement will become effective upon the date of its execution by LACDMH’s Director or his designee.

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

**The timetable for this RFSQ is as follows:**

- Release of RFSQ .....03/07/2019
- Proposers' Initial Written Questions Due (optional).....03/14/2019
- Request for a Solicitation Requirements Review .....03/21/2019
- Initial Questions and Answers Released On or Before .....03/21/2019
- Initial SOQ Due by 12:00 p.m., Pacific Time .....04/01/2019

**RFSQ – Mental Health Services Act SOQ must be hand-delivered to:**

**Attention: Solicitations Team**

County of Los Angeles – Department of Mental Health  
Contracts Development and Administration Division  
550 South Vermont Avenue, 5th floor, Room 500  
Los Angeles, CA 90020

**2.4 Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix B - Transmittal Form to Request a Solicitation Requirements Review to LACDMH as described in this Section. **The request must be hand-delivered to the address listed above.** A request for a Solicitation Requirements Review may be denied, in LACDMH's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a SOQ.
2. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
3. The request for a Solicitation Requirements Review asserts either that:
  - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Proposer.

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

**2.5 Proposers' Questions**

**Proposers may submit written questions regarding this RFSQ by e-mail to the [SolicitationsTeam@dmh.lacounty.gov](mailto:SolicitationsTeam@dmh.lacounty.gov). Please specify "RFSQ – MHSA" in the subject title of the e-mail.**

All initial questions must be received on or before March 14, 2019, 12:00 p.m., Pacific Time. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFSQ. The Addendum will be posted to LACDMH's and LA County's Doing Business With Us websites at:

- LACDMH - <https://dmh.lacounty.gov/contract-opportunities/>
- LA County Doing Business With Us - <http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp>

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

Questions may address concerns that the application of minimum requirements, evaluation criteria and/or business requirements would unfairly disadvantage Proposers or, due to unclear instructions, may result in the County not receiving the best possible responses from Proposers. **Questions received after the initial due date (March 14, 2019) will receive a response via email from Solicitations Team email at the convenience of the County.**

## 2.6 Intentionally Omitted

## 2.7 Preparation and Format of the SOQ

In preparing the SOQ, the Proposer shall submit the following:

- One (1) Original SOQ Form (Appendix K) and SOQ Narrative (as described in detail in this section 2.7)
- Two (2) Copies of the SOQ Form (Appendix K) and SOQ Narrative
- One (1) Compact Disk or an electronic thumb-drive of the SOQ Form (Appendix K) and SOQ Narrative

**All SOQs must be bound (e.g., 3-ring binder) and submitted with tabbed sections labeling each part of the SOQ as specified throughout this section. Any SOQ that deviates from this prescribed format may be rejected without review at the County's sole discretion.**

**In preparing the written SOQ, the Proposer shall ensure the following:**

- Text must be typewritten and double-spaced. The font must be an Arial and a font size of 12 points. No other font typeface or smaller point size may be used in the SOQ. Font type and font size in charts, tables, graphs, and footnotes will not be considered in determining compliance. Margins must be at least one inch each (left, right, top, bottom).
- Pages must be numbered consecutively from beginning to end so that information can be located easily during review of the SOQ. The Cover Page should be Page 1 and the Transmittal Letter should be Page 2, etc. Appendices

and Exhibits should be clearly labeled in the SOQ, and the pages should be numbered consecutively to continue the sequence.

- **Cover Page** - The cover page shall identify the document as a SOQ stating “**RFSQ – Mental Health Services Act – SOQ**”, SOQ submission date, and the Proposer’s name.

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

- **Transmittal Letter**
- **Table of Contents**
- **Minimum Mandatory Qualifications**
  - **Attachment I – MMQ – Letters of References**
  - **Attachment II – MMQ – Proposer’s WebVen Identification Number**
- **Proposer’s Qualifications (Section A)**
- **Required Forms (Section B)**
- **Proof of Insurability (Section C)**
- **Proof of Licenses (Section D)**

**2.7.1 Transmittal Letter** - The transmittal letter must be printed on the Proposer’s Letterhead. The transmittal letter must include the Proposer’s legal name and “Doing Business As” (DBA), headquarter address, telephone, e-mail address, and facsimile numbers of the person or persons to be used for contact and who will be 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 Proposer in the MHSA Master Agreement.**

**2.7.2 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.

**2.7.3 Proposer’s Qualifications (Section A)**

Demonstrate that the Proposer’s organization has the experience to perform the required services. The following sections must be included:

**A. Proposer’s Background and Experience (Section A.1)**

The Proposer shall complete, sign and date the Proposer’s Organization Questionnaire/Affidavit and CBE Information – Exhibit 1 as set forth in Appendix A. **The person signing the form must**

**be authorized to sign on behalf of the Proposer and to bind the Proposer in an MHSA Master Agreement.**

**Proposer must provide a maximum five (5) page summary of relevant background information to demonstrate that the Proposer meets the Minimum Mandatory Qualifications stated in Section 1.4 of this RFSQ and has the capability to perform the required services as a corporation or other entity. Proposer must clearly identify the category(ies) of service and the focal age group(s) as referenced in Section 1.1. (Scope of Work) and complete the SOQ Form (Appendix K).**

Taking into account the structure of the Proposer's organization, Proposer shall determine which of the below referenced supporting documents the County requires. If the Proposer's organization does not fit into one of these categories, upon receipt of the SOQ or at some later time, the County may, in its discretion, request additional documentation regarding the Proposer's business organization and authority of individuals to sign the MHSA Master Agreement.

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

**Required Supportive Documentation:**

**Corporations or Limited Liability Company (LLC):**

The Proposer must submit the following documentation with the SOQ:

- 1) A copy of a "Certificate of Good Standing" with the state of incorporation/organization.
- 2) A conformed copy of the most recent "Statement of Information" as filed with the California Secretary of State listing corporate officers or members and managers.

**Limited Partnership:**

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

**B. Proposer's References (Section A.2)**

It is the Proposer's sole responsibility to ensure that the firm's name, and point of contact's name, title and phone number for each reference is accurate. **The same references may be listed**



**on the MMQ (Section 1.4.1) and Exhibit 6 (of Appendix A of Required Forms). LACDMH shall not be used as a reference.**

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
- the Department is unable to reach the point of contact with reasonable effort. It is the Proposer’s responsibility to inform the reference point of contact that LACDMH may be contacting them during normal working hours.

**The Proposer must complete and include Required Forms, Exhibits 6, 7 and 8 as set forth in Appendix A.**

**a. Prospective Contractor References, Exhibit 6**

Proposer must complete Exhibit 6 and provide **three (3) signed letters of references** where the same or similar scope of services were provided as referenced in Section 1.1 (Scope of Work), Section 1.4.1 (Letters of References). **LACDMH shall not be used a reference.**

**b. Prospective Contractor List of Contracts, Exhibit 7**

The listing must include all Public Entities contracts for the **last three (3) years**. A photocopy of this form should be used if necessary.

**c. Prospective Contractor List of Terminated Contracts, Exhibit 8**

Listing must include contracts terminated within the **last three (3) years** with a reason for termination.

**C. Proposer’s Pending Litigation and Judgments (Section A.3)**

Identify by name, case number, 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.

**2.7.4 Required Forms (Section B)**

**SOQs must include completed, signed, and dated forms as provided in Appendix A – Required Forms (Exhibits 1 – 14):**

- Exhibit 1 Proposer’s Organization Questionnaire/Affidavit and CBE Information

- Exhibit 2 Certification of No Conflict of Interest
- Exhibit 3 Proposer's Equal Employment Opportunity (EEO) Certification
- Exhibit 4 Request for Preference Program Consideration
- Exhibit 5 Familiarity with the County Lobbyist Ordinance Certification
- Exhibit 6 Prospective Contractor References
- Exhibit 7 Prospective Contractor List of Contracts
- Exhibit 8 Prospective Contractor List of Terminated Contracts
- Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants
- Exhibit 10 Contractor Employee Jury Service Program Certification Form and Application for Exception
- Exhibit 11 Charitable Contributions Certification
- Exhibit 12 Certification of Compliance with the County's Defaulted Property Tax Reduction Program
- Exhibit 13 Zero Tolerance Policy on Human Trafficking Certification
- Exhibit 14 Compliance with Fair Chance Employment Hiring Practices Certification

#### **2.7.5 Proof of Insurability (Section C)**

For the purposes of this RFSQ, County is waiving the insurance requirements contained in Appendix H – Sample Master Agreement, sub-paragraphs 8.23 – General Provisions for all Insurance Coverage and 8.24 – Insurance Coverage until Proposer is awarded a contract.

**Proposer must attest in Section C, Proposer will comply with the insurance requirements contained in Appendix H – Sample Master Agreement, sub-paragraph 8.22 and that 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 – Sample Master Agreement, sub-paragraphs 8.23 and 8.24 should the Proposer be selected/awarded a contract through a Request for Services or Work Order Solicitation.**

#### **2.7.6 Proof of Licenses (Section D)**

Proposer must furnish a copy of all applicable licenses.

## 2.8 SOQ Submission

The original SOQ Form (Appendix K) and SOQ Narrative, two (2) copies of the SOQ Form (Appendix K) and SOQ Narrative, and one (1) CD or electronic thumb-drive with SOQ Form (Appendix K) and SOQ Narrative 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:

**“RFSQ – Mental Health Services Act – SOQ”**

**The SOQ Package must be hand-delivered to:**

**Attention: Solicitations Team**

County of Los Angeles – Department of Mental Health  
Contracts Development and Administration Division  
550 South Vermont Avenue, 5th floor, Room 500  
Los Angeles, CA 90020

**No mail, facsimile (fax) or electronic mail (e-mail) SOQ copies will be accepted.**

**LACDMH will continuously accept SOQs throughout the duration of the MHSA Master Agreement term. All SOQs received by the initial due date (April 1, 2019, 12:00 p.m., Pacific Time) will be reviewed. SOQs submitted after the initial due date (April 1, 2019, 12:00 p.m., Pacific Time) shall be considered for review at the convenience of the County.**

**Since SOQs may be submitted on a continuous basis, Proposers may resubmit or submit revised/amended SOQs at any time.**

## 2.9 Acceptance of Terms and Conditions of MHSA Master Agreement

Proposer understands and agrees that submission of the SOQ 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 signer of the Proposer on the signature page of the MHSA Master Agreement constitutes acceptance by the Proposer of ALL MHSA Master Agreement terms and conditions.**

## 3.0 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

### 3.1 Review Process

SOQs will be subject to a detailed review by qualified County staff. The review process will include the following steps:

#### 3.1.1 Adherence to Minimum Mandatory Qualifications

County shall review the Proposer’s Organization Questionnaire / Affidavit and CBE Information - Exhibit 1 of Appendix A, Required Forms, and determine if the Proposer meets the Minimum Mandatory Qualifications as outlined in Section 1.4 of this RFSQ.

Failure of the Proposer to comply with the minimum qualifications may eliminate its SOQ from any further consideration. The Department may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

### **Proposer's Qualifications (Section A)**

County's review shall include the following as stated in Section 2.7.3 (Proposer's Qualifications):

- Proposer's Background and Experience as provided in Section A.1 of the SOQ.
- Proposer's References as provided in Section A.2. The review will include verification of references submitted, a review of the County's Contract Database and Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.
- A review to determine the magnitude of any pending litigation or judgments against the Proposer as provided in Section A.3.

#### **3.1.2 Required Forms**

SOQs must include all Forms as provided in Appendix A – Required Forms (Exhibits 1-14). Proposer must complete, sign, and date all Forms. A list of required Forms is also referenced in Section 2.7.4, **Section B** of the SOQ.

#### **3.1.3 Proof of Insurability**

For the purposes of this RFSQ, County is waiving the insurance requirements contained in Appendix H – Sample Master Agreement, sub-paragraphs 8.23 – General Provisions for all Insurance Coverage and 8.24 – Insurance Coverage. However, the insurance requirements, where applicable, will not be waived for a Request for Services or Work Order Solicitation. Therefore, should a Proposer be selected/awarded a contract through a Request for Services or Work Order Solicitation, Proposer shall be required to comply with the Indemnification provisions contained in Appendix H – Sample Master Agreement, sub-paragraph 8.22.

Proposer shall attest in Section C of the SOQ that 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 – Sample Master Agreement, sub-paragraphs 8.23 and 8.24 if Proposer is selected for award of a contract through a Request for Services or Work Order Solicitation.

#### **3.1.4 Proof of Licenses**

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

### **3.2 Disqualification Review**

An SOQ may be disqualified from consideration if LACDMH determined it was non-responsive at any time during the review/evaluation process. If LACDMH determines that an SOQ is disqualified due to non-responsiveness, LACDMH shall notify the Proposer in writing.

Upon receipt of the written determination of non-responsiveness, the Proposer may submit a written request for a Disqualification Review within the timeframe specified in the written determination.

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

1. The person or entity requesting a Disqualification Review is a Proposer;
2. The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
3. The request for a Disqualification Review asserts that the Department's determination of disqualification due to non-responsiveness was erroneous (e.g. factual errors, etc.) and provides factual support on each ground asserted as well as copies of all documents and other material that support the assertions.

The Disqualification Review shall be completed and the determination shall be provided to the requesting Proposer. **Since SOQs may be submitted on a continuous basis, Proposers may resubmit or submit revised/amended SOQs at any time.**

### **3.3 Selection/Qualification Process**

LACDMH will generally select Proposers that have experience in providing a broad range of mental health services as described in Section 1.1 (Scope of Work). However, in order to ensure LACDMH has a varied pool of qualified MHSA Contractors, LACDMH may offer MHSA Master Agreements to Proposers that offer a narrow scope of services in more highly specialized areas.

### **3.4 MHSA Master Agreement Award**

Proposers who are notified by LACDMH 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 acceptance of the terms and conditions of the MHSA Master Agreement, and/or satisfactory documentation that required insurance will be obtained. Only when all such matters have been demonstrated to LACDMH's satisfaction can a Proposer, which is otherwise deemed qualified, be regarded as "selected" for recommendation of a MHSA Master Agreement.

LACDMH will execute Board of Supervisors-authorized MHSA Master Agreements with qualified Proposers. All Proposers will be informed of the final selections.