



DEPARTMENT OF MENTAL HEALTH

REQUEST FOR APPLICATIONS FOR PSYCHIATRIC URGENT CARE CENTERS

RFA NO. DMH022718B1

Prepared By

Contracts Development and Administration Division

**REQUEST FOR APPLICATIONS (RFA)
PSYCHIATRIC URGENT CARE CENTERS**

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1.0 INTRODUCTION

1.1 Purpose

The Los Angeles County (County) Department of Mental Health (DMH or Department) is issuing this Request for Applications (RFA) to expand the participation of Psychiatric Urgent Care Centers (UCC). Expansion of the UCC contractor pool will enable DMH to decompress County and private hospital emergency departments and help to mitigate avoidable incarcerations by providing an alternative for each individual served to participate in the development of an individualized plan, focused on recovery and wellness principles that will promote successful re-integration into the community.

Psychiatric Urgent Care Centers (UCCs) are Medi-Cal certified and Lanterman – Petris – Short (LPS) designated free-standing crisis stabilization units that provide rapid access to mental health evaluation and assessment, crisis intervention and medication support, 24 hours per day, 7 days per week (24/7), as well as case management for individuals experiencing psychological distress and/or psychiatric crisis. UCC services, including integrated services for co-occurring substance use disorders, are focused on stabilization and linkage to recovery-oriented community based resources.

Although not limited to the following, UCCs primarily serve adolescents, ages 13-17, and adults, ages 18 years and older, including older adults (60+), and families whose presenting problems can be met with short-term (under 24 hours), immediate care and linkage to on-going community services and supports. Such individuals are characterized by the following:

- In-crisis with mental health symptoms resulting in functional impairment, including those who have co-occurring substance use, developmental, medical and/or cognitive disorders;
- High-utilizers of psychiatric emergency and inpatient services;
- At-risk of suicide;
- Requires psychiatric medication management services;
- Lacks timely access to mental health services, which may result in a need for a higher level of care; and,
- Exposed to the criminal justice system for prior low-level offenses resulting from or associated with their mental illness.

1.2 Overview of Solicitation Document

This RFA is composed of the following parts:

- **INTRODUCTION:** Provides background on the services that DMH requires.
- **APPLICATION SUBMISSION REQUIREMENTS:** Includes instructions to Applicant in how to prepare and submit their application.
- **SELECTION PROCESS AND EVALUATION CRITERIA:** Includes information on how the applications will be evaluated and a contractor will be selected.
- **APPENDICES:**
 - **A - SAMPLE AGREEMENT:** Identifies the terms and conditions in the anticipated Agreement.
 - **B - STATEMENT OF WORK (SOW):** Explains in detail the required services to be performed under the Agreement.
 - **C - SOW TECHNICAL EXHIBITS:** Exhibits to the Statement of Work.
 - **D - REQUIRED FORMS:** Forms that must be completed and included in each application.
 - **E - INTENTIONALLY OMITTED**
 - **F - COUNTY OF LOS ANGELES POLICY ON DOING BUSINESS WITH SMALL BUSINESS:** County policy concerning how the County encourages business with small businesses, including preferences that these businesses may receive as part of the evaluation process.
 - **G - JURY SERVICE ORDINANCE:** County Code Chapter 2.203, which mandates County Contractors to provide specified jury service benefits to their employees.
 - **H - LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Listing of Contractors that are not allowed to contract with the County for a specific length of time pursuant to County

Code Chapter 2.202.

- **I - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit which Contractors contractually will be required to provide their employees.
- **J - SAFELY SURRENDERED BABY LAW:** County program which requires Contractors to notify their employees about State law on safe baby surrender.
- **K - 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. *(if applicable)*
- **L - DEFAULTED PROPERTY TAX REDUCTION PROGRAM ORDINANCE:** County Code Chapter 2.206, which requires Contractors to keep County Property Taxes out of default status at all times during the term of an awarded Agreement.

1.3 Terms and Definitions

Throughout this RFA, references are made to certain persons, groups, or Departments/Agencies. For convenience, specific terms and definitions can be found in Appendix B (SOW), Paragraph 5.0 - Definitions.

1.4 Minimum Mandatory Requirements

Interested and qualified Applicants that can demonstrate their ability and qualifications to successfully provide the required services outlined in Appendix B (SOW) are invited to submit an application provided they meet the following mandatory requirements:

- 1.4.1 Applicant must have at least three (3) years of experience, within the last five (5) years, from the date of application providing UCC, Crisis Stabilization Services, or services equivalent/similar to those identified in Appendix B – SOW, including but not limited to psychiatric emergency services.
- 1.4.2 If Applicant has a current contract with DMH, Applicant must be in good standing and have all licensing requirements and certifications up to date.

1.5 County Rights & Responsibilities

The County has the right to amend the RFA by written addendum. The County is responsible only for that which is expressly stated in the RFA document and any authorized written addenda thereto. Such addendum shall be emailed to eligible Applicants. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the application 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.

1.6 Agreement Term

- 1.6.1 The term of the Agreement shall commence on the execution date, following Board of Supervisors' award, and continue for five (5) years. The County shall have the sole option to extend the term for two (2) additional years.
- 1.6.2 County will continuously accept applications on an as-needed basis during the duration of the term. The Agreements will become effective upon execution by the Director of DMH or designee for the remaining period of the initial five (5) year term or two (2) year optional extension period.

1.7 Reimbursement Rates

- 1.7.1 County will provide monthly reimbursement for UCC services based on actual allowable costs, consistent with the cost reimbursement methodology.
- 1.7.2 Contractor acknowledges that such payments are provisional until the completion of the Annual Expenditure Report, annual cost report, and all audits, as such payments are subject to future County, State, and/or federal adjustments to allowable costs.
- 1.7.3 County adjustments to payments made to the Contractor will be based upon the Annual Expenditure Report, annual cost report, compliance reviews, and/or County, State, or federal audits, all of which take precedence over monthly claim reimbursements provided by County.

1.8 Days of Operation

The Contractor shall be required to operate their facility 24 hours per day, 7 days per week without regard to County holidays.

1.9 Contact with County Personnel

All contact regarding this RFA or any matter relating thereto must be in writing and may be e-mailed as follows:

County of Los Angeles - Department of Mental Health
Contracts Development and Administration Division
E-mail: SolicitationsTeam@dmh.lacounty.gov

If it is discovered that Applicant contacted and received information from any County personnel, other than the e-mail specified above regarding this RFA. County in its sole determination may disqualify their application from further consideration.

1.10 Final Agreement Award by the Board of Supervisors

Notwithstanding a recommendation of a Department, agency, individual, or other, the Board of Supervisors retains the right to exercise its judgment concerning the selection of a application and the terms of any resultant Agreement, and to determine which application best serves the interests of the County. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, an Agreement.

1.11 Mandatory Requirement to Register on County's WebVen

Prior to an Agreement award, all potential Contractors **must register** in the County's WebVen. The WebVen contains the potential Contractor'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://camisvr.co.la.ca.us/webven/>.

1.12 County Option to Reject Applications

The County may, at its sole discretion, reject any or all applications submitted in response to this RFA at any time, with or without cause. The County shall not be liable for any costs incurred by the Applicant in connection with the preparation and submission of any application.

1.13 Intentionally Omitted

1.14 Notice to Applicant Regarding the Public Records Act

1.14.1 Responses to this solicitation shall become the exclusive property of the County.

- 1.14.2 Exceptions to disclosure are those parts or portions of all applications that are justifiably defined as business or trade secrets, and plainly marked by the Applicant as "Trade Secret," "Confidential," or "Proprietary."
- 1.14.3 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 application as confidential shall not be deemed sufficient notice of exception. The Applicants must specifically label only those provisions of their respective application which are "Trade Secrets," "Confidential," or "Proprietary" in nature.
- 1.14.4 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of an application marked "confidential," "trade secrets," or "proprietary," Applicant agrees to defend and indemnify County from all costs and expenses, including reasonable attorneys' fees, incurred in connection with any action, proceedings, or liability arising in connection with the Public Records Act request.

1.15 Indemnification and Insurance

The Contractor shall be required to comply with the Indemnification provision as set forth in Appendix A - Sample Agreement, Paragraph 21. The Contractor shall procure, maintain, and provide to the County proof of insurance coverage for all the programs of insurance along with associated amounts as also set forth in the Appendix A - Sample Agreement, Paragraph 21.

1.16 Injury & Illness Prevention Program (IIPP)

The Contractor 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

The Contractor shall be required to comply with the Security and Background Investigations provision as set forth in Appendix A - Sample Agreement, Paragraph 68.

1.18 Confidentiality and Independent Contractor Status

The Contractor shall be required to comply with the Confidentiality provision Paragraph 15 and the Independent Contractor Status provision Paragraph 25 as set forth in Appendix A - Sample 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 RFA, or any competing RFA, nor any spouse or economic dependent of such employees, shall be employed in any capacity by the Applicant or have any other direct or indirect financial interest in the selection of a Contractor. The Applicant shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code by completing the Certification of No Conflict of Interest, as set forth in Appendix D – Required Forms Exhibit 3.

1.20 Determination of Applicant Responsibility

- 1.20.1 A responsible Applicant is an Applicant who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Applicants.
- 1.20.2 The Applicants are hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may determine whether the Applicant is responsible based on a review of the Applicant'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 Applicant against public entities. Labor law violations which are the fault of the subcontractors and of which the Applicant had no knowledge shall not be the basis of a determination that the Applicant is not responsible.
- 1.20.3 The County may declare an Applicant to be non-responsible for purposes of this Agreement if the Board of Supervisors, in its discretion, finds that the Applicant 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 Applicant'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 Applicant may not be responsible, the Department shall notify the Applicant in writing of the evidence relating to the Applicant's responsibility, and its intention to recommend to the Board of Supervisors that the Applicant be found not responsible. The Department shall provide the Applicant and/or the Applicant's representative with an opportunity to present evidence as to why the Applicant should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.
- 1.20.5 If the Applicant 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 Applicant shall reside with the Board of Supervisors.
- 1.20.6 These terms shall also apply to proposed subcontractors of the Applicant on County contracts.

1.21 Applicant Debarment

- 1.21.1 The Applicant is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Applicant from RFAding 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 Applicant's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Applicant 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 Applicant'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 Applicant may be subject to debarment, the Department shall notify the Applicant in writing of the evidence which is the basis for the proposed debarment, and shall advise the

- Applicant 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 Applicant and/or the Applicant'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 Applicant should be debarred, and, if so, the appropriate length of time of the debarment. The Applicant and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.21.4 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 an Applicant has been debarred for a period longer than five (5) years, that Applicant 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 Applicant 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 Applicant 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 the Applicant on County contracts.
- 1.21.9 Appendix H provides a link to the County's website where there is a listing of the Contractors that are currently on the Debarment List for Los Angeles County.

1.22 Applicant's Adherence to County's Child Support Compliance Program

The Applicant 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 Agreement that may be awarded pursuant to this solicitation. As set forth in Appendix A - Sample Agreement, failure to comply may be cause for termination of an 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 an Applicant with the implication, suggestion or statement that the Applicant's provision of the consideration may secure more favorable treatment for the Applicant in the award of the Agreement or that the Applicant's failure to provide such consideration may negatively affect the County's consideration of the Applicant's submission. An Applicant 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 the Agreement.

1.23.2 Applicant Notification to County

An Applicant 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 Fraud Hotline at (800) 544-6861 or www.lacountyfraud.org. Failure to report such a solicitation may result in the Applicant'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 Applicant 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 Applicant to review the ordinance independently as the text of said ordinance is not contained within this RFA.

Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify by completing and submitting the Familiarity with the County Lobbyist Ordinance Certification, as set forth in Appendix D – Required Forms Exhibit 4, that:

- The Applicant is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- Each County Lobbyist, as defined by Los Angeles County Code Section 2.160.010, retained by the Applicant is in full compliance with Chapter 2.160 of the Los Angeles County Code; and,
- Each such County Lobbyist retained by the Applicant is **not** on the Executive Office's List of Terminated Registered Lobbyists as part of their application.

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 Internal Revenue Service Notice No. 1015. Reference Appendix I.

1.26 Consideration of GAIN/GROW Participants for Employment

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

Applicants who are unable to meet this requirement shall not be considered for contract award. Applicants shall submit a completed Exhibit 7 (Attestation of Willingness to Consider GAIN-GROW Participants) of Appendix D (Required Forms), along with their application.

1.27 County's Quality Assurance Plan

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

1.28 Recycled Bond Paper

The Contractor shall be required to comply with the County's policy on recycled bond paper as set forth in Appendix A - Sample Agreement, Paragraph 52.

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, 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 J of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

1.30 Doing Business with the County

1.30.1 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. The County's Policy on Doing Business with Small Business is stated in Appendix F.

The Jury Service Program provides exceptions to this Program if a company qualifies as a Small Business. Further explanation of this Program is provided in Paragraph 1.34 – Jury Service Program of this Section.

1.30.2 Intentionally Omitted

1.31 Intentionally omitted

1.32 Intentionally Omitted

1.33 Intentionally Omitted

1.34 Jury Service Program

The prospective 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). Prospective Contractors should carefully read the Jury Service Ordinance, as set forth in Appendix G, and the pertinent jury service provisions as set forth in Appendix A - Sample Agreement, Paragraph 58, both of which are incorporated by reference into and made a part of this RFA. The Jury Service Program applies to both the Contractors and their Subcontractors.

Applications that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.34.1 The Jury Service Program requires the 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.

1.34.2 There are two ways in which the 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 Agreement 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.

1.34.3 If the 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 D - Required Forms Exhibit 8 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.

1.35 Local Small Business Enterprise (SBE) Prompt Payment Program

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

1.36 Notification to County of Pending Acquisitions/Mergers by Proposing Company

The Applicant shall notify the County of any pending acquisitions/mergers of their company. This information shall be provided by the Applicant by completing the Applicant's Organization Questionnaire/Affidavit and CBE Information, as set forth in Appendix D – Required Forms Exhibit 1. Failure of the Applicant to provide this information may eliminate its application from any further consideration. The Applicant shall have a continuing obligation to notify County of changes to the information contained in Exhibit 1 (Applicant's Organization Questionnaire-Affidavit and CBE Information) during the pendency of this RFA by providing a revised Exhibit 1 (Applicant's Organization Questionnaire/Affidavit and CBE Information) to the County upon the occurrence of any event giving rise to a change in its previously-reported information.

1.37 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (2 C.F.R. Part 376)

1.37.1 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 application submission, the Applicant must submit the Certification Regarding Debarment, Suspension, Ineligibility & Voluntary Exclusion – Lower Tiered Covered Transactions, as set forth in Appendix D – Required Forms Exhibit 12, attesting that neither it, as an organization, nor any of its owners,

officers, partners, directors, other principals, employees, or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Should the application identify prospective subcontractors, or should the Applicant intend to use subcontractors in the provision of services under any subsequent contract, the Applicant must submit a certification, completed by each subcontractor, attesting that neither the subcontractor, as an organization, nor any of its owners, officers, partners, directors, other principals, employees or independent contractors is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts.

- 1.37.2 Failure to provide the required certification may eliminate the application from consideration.
- 1.37.3 In the event that the Applicant and/or its subcontractor(s) is or are unable to provide the required certification, the Applicant instead shall provide a written explanation concerning its and/or its subcontractor's inability to provide the certification. The Applicant's written explanation shall describe the specific circumstances concerning the inability to certify. It further shall identify any owner, officer, partner, director, other principal, employees or independent contractors of the Applicant 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 contract which is being solicited by this RFA.
- 1.37.4 The written explanation shall be examined by the County to determine, in its full discretion, whether further consideration of the application is appropriate under the federal law.

1.38 Health Insurance Portability and Accountability Act of 1996

The Contractor shall be required to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) as set forth in Appendix A - Sample Agreement, Paragraph 55.

1.39 County's Defaulted Property Tax Reduction Program

- 1.39.1 The prospective Agreement 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, as set forth in Appendix L and the pertinent

provisions of Appendix A - Sample Agreement, Paragraphs 65, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program and 66, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program 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.

1.39.2 The Applicant 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 Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing the Certification of Compliance with the County's Defaulted Property Tax Reduction Program, as set forth in Appendix D -Required Forms Exhibit 9. Failure to maintain compliance, or to cure timely defects, may be cause for termination of an Agreement or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

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

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 ten (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 Section 14000.

1.41 Nonprofit Applicant's Charitable Contributions Compliance

1.41.1 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. 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. As set forth in Appendix K – Background and Resources: California Charities Regulation, this information sheet is intended to assist Nonprofit agencies with compliance with SB 1262 – the Nonprofit Integrity Act of 2004 and identify available resources.

- 1.41.2 All Nonprofit 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, as set forth in Appendix D – Required Forms Exhibit 13. A completed Exhibit 13 is a required part of any agreement with the County.
- 1.41.3 All Nonprofit prospective County Contractors that do not complete Exhibit 13 as part of the solicitation process may, in the County’s sole discretion, be disqualified from Agreement award. A Nonprofit County Contractor that fails to comply with its obligations under the Charitable Purposes Act is subject to either Agreement termination or debarment proceedings or both. (County Code Chapter 2.202)

1.42 Applicant’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 Contractors engaged in human trafficking from receiving contract awards or performing services under a County contract.

The Applicant are required to complete the Zero Tolerance Policy on Human Trafficking Certification as set forth in Appendix D - Required Forms Exhibit 14, certifying that they are in full compliance with the County’s Zero Tolerance Policy on Human Trafficking provision as set forth in Appendix A – Sample Agreement, Paragraph 72. Further, the Contractors are required to comply with the requirements under said provision for the term of any Agreement awarded pursuant to this solicitation.

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2.0 TIMELINE

The timeline for this RFA is as follows:

- Release of RFA..... February 27, 2018
- Written Questions Due 3:00 p.m. Pacific Time on March 13, 2018
- Questions and Answers Released March 20, 2018
- **Initial Applications Due** 3:00 p.m. Pacific Time on March 29, 2018

NOTE: Applications submitted after the initial due date and time above shall be considered for review at the convenience of the County. Once the County's needs are met, the solicitation will be suspended. The solicitation will be re-opened if the County needs additional UCCs.

3.0 APPLICATION INSTRUCTIONS AND SUBMISSION REQUIREMENTS

Applicants are instructed to complete and submit Attachment A, "Psychiatric Urgent Care Application."

The original Application and two (2) copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Applicant and bear the words:

"REQUEST FOR APPLICATIONS - PSYCHIATRIC URGENT CARE SERVICES"

The application shall be delivered or mailed to:

County of Los Angeles - Department of Mental Health
Contracts Development and Administration Division
550 S. Vermont Avenue, Room 500
Los Angeles, California 90020
Attn: Solicitations Team

It is the sole responsibility of the submitting Applicant to ensure that its application is received before the submission deadline. Submitting Applicants 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. Applications that are submitted after the initial due date and time shall be considered for review at the convenience of the County.

4.0 APPLICANT'S QUESTIONS

Applicants may submit written questions regarding this RFA by e-mail. Questions must be received by 3:00 p.m. Pacific Time, on March 13, 2018. All questions, without identifying the submitting Applicant, will be compiled and, along with the appropriate answers, will be emailed to eligible Applicants on March 20, 2018.

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

Questions should be addressed to:

County of Los Angeles - Department of Mental Health
Contracts Development and Administration Division
E-mail: SolicitationsTeam@dmh.lacounty.gov

5.0 APPLICATION ACCEPTANCE PROCESS

5.1 The County reserves the sole right to judge the contents of the applications submitted pursuant to this RFA. The acceptance process will begin with receipt of the application. The County may elect to waive any informality in an application if the sum and substance of the application is present.

5.2 Review of the applications will be made by qualified County staff. All applications will be reviewed based on the criteria listed below.

5.2.1 Adherence to Minimum Qualifications

Applicant must meet all requirements as set forth in Section 1.4, Minimum Mandatory Requirements. Failure of the Applicant to comply with such requirements may eliminate its application from any further consideration.

5.2.2 Review and Selection of prospective Contractor

5.2.2.1 Based upon the information received in response to the RFA and any additional information that DMH may choose to gather from applicants either orally, through optional interviews, or in writing, DMH will identify those responses suitable for further discussion. DMH reserves the right to consider all interested applicants in a comprehensive manner in order to best serve its needs.

- 5.2.2.2 After a prospective Contractor has been selected, the County and the prospective Contractor will negotiate an Agreement for submission to the Board of Supervisors for its consideration and possible approval. If a satisfactory Agreement cannot be negotiated, the County may, at its sole discretion, begin Agreement negotiations with the next qualified Applicant who submitted an application.

6.0 TRUTH AND ACCURACY OF REPRESENTATIONS

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

7.0 CONTRACT READINESS REQUIREMENTS

Unless otherwise agreed upon between Contractor and County, within a reasonable period of time following the execution of an Agreement resulting from this RFA, and prior to commencing the delivery of services, Contractor must meet the following requirements:

- 7.1 Facility site must be certified by the State Department of Health Care Services (DHCS) to provide Crisis Stabilization Services.
- 7.2 Facility must meet criteria for Lanterman – Petris – Short designation by DMH, the Local Mental Health Plan, to evaluate and treat individuals involuntarily detained pursuant to Welfare and Institutions Code, Sections 5150 and 5585. The LPS Designation Guidelines and Process for Facilities within Los Angeles County may be accessed through this link:

http://file.lacounty.gov/SDSInter/dmh/159932_LPSDesignationGuideline_s5thEd.rev.Dec.2010.final.pdf
- 7.3 Facility must meet the contact and site requirements specified in California Code of Regulations (CCR) Title 9 Section § 1840.338, which states in part:
 - 7.3.1 Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital.
 - 7.3.2 All beneficiaries receiving Crisis Stabilization Services shall receive an assessment of their physical and mental health.

This may be accomplished using protocols approved by a physician.

- 7.4 Facility must meet the staffing requirements specified in CCR Title 9 Section § 1840.348, which states:
- 7.4.1 A physician shall be on call at all times for the provision of those Crisis Stabilization Services that may only be provided by a physician.
 - 7.4.2 There shall be a minimum of one Registered Nurse, Psychiatric Technician, or Licensed Vocational Nurse on site at all times beneficiaries are present.
 - 7.4.3 At minimum, there shall be a ratio of at least one licensed mental health or waived/registered professional on site for each four beneficiaries or other patients receiving Crisis Stabilization at any given time.
 - 7.4.4 If the beneficiary is evaluated as needing service activities that can only be provided by a specific type of licensed professional, such persons shall be available.
 - 7.4.5 Other persons may be utilized by the program, according to need.
 - 7.4.6 If Crisis Stabilization Services are co-located with other specialty mental health services, persons providing Crisis Stabilization must be separate and distinct from persons providing other services.
 - 7.4.7 Persons included in required Crisis Stabilization ratios and minimums may not be counted toward meeting ratios and minimums for other services.

8.0 APPEAL RIGHTS

The County will consider any appeal regarding applications not recommended for Agreement under this RFA if such appeal is received in writing by the DMH Contracts Development and Administration Division by the date specified in the non-selected letter. An appeal may, in DMH' sole discretion, be denied if the request does not satisfy all of the following criteria:

- 8.1 The person or entity requesting an appeal is an Applicant;
- 8.2 The request for an appeal is submitted timely (i.e., by the date and time specified by DMH);

- 8.3 The person or entity appealing asserts, in appropriate detail with factual reasons, one or more of the following ground for review:
- 8.3.1 DMH materially failed to follow procedures specified in its RFA document. This includes failure to correctly apply the standard for reviewing the application format requirements.
 - 8.3.2 DMH made identifiable errors in evaluating the applications, resulting in the Applicant receiving a fail and not being selected as a recommended participant.
 - 8.3.3 The request for an appeal sets forth sufficient detail to demonstrate that, but for DMH' alleged failure, the Applicant would have passed.

Applicants will be notified by the Director of DMH, or designee, of the decision on any appeal which is received by DMH in a timely manner. Such notification will explain the basis for the decision. The Director's decision on any appeal will be final.