



# **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**

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

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## APPENDICES

<b>Appendix A</b>	<b>Sample MHSa Master Agreement:</b> Identifies the terms and conditions in the contract.
<b>Appendix B</b>	<b>Required Forms:</b> Forms that must be completed and included in the proposal. (Exhibit 1-6)
<b>Appendix C</b>	<b>Transmittal to Request a Solicitation Requirements Review:</b> Transmittal sent to Department requesting a Solicitation Requirements Review.
<b>Appendix D</b>	<b>Background and Resources: California Charities Regulation:</b> An information sheet intended to assist nonprofit agencies with compliance with SB 1262 - the Nonprofit Integrity Act of 2004 and identify available resources.
<b>Appendix E</b>	<b>Statement of Qualifications (SOQ) Form</b>

## 1 SOLICITATION INFORMATION AND MINIMUM REQUIREMENTS

<b>RFSQ Release Date</b>	03/07/2019
<b>Request for a Solicitation Requirements Review Due</b>	03/21/2019
<b>RFSQ Term</b>	Open and Continuous
<b>RFSQ Contact</b>	SolicitationsTeam@dmh.lacounty.gov

## 2 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 3.0 of this RFSQ are invited to submit a Statement of Qualifications (SOQ) Form (Appendix E) **and** SOQ narrative per Section 7.5 (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.

## **2.1 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) Outpatient Care 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 Outpatient Care Services**

Outpatient Care 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.

**2.2 Overview of Solicitation Document**

This Request for Statement of Qualifications (RFSQ):

- 2.2.1** Specifies the Proposer's minimum qualifications, provides information regarding some of the requirements of the MHSA Master Agreement and the solicitation process.
- 2.2.2** Contains instructions to Proposers in how to prepare and submit their Statement of Qualifications (SOQ).
- 2.2.3** Explains how the SOQ will be reviewed, selected and qualified.

The following Appendices are included in the RFSQ:

- A MHSA Master Agreement:** The MHSA Master Agreement used for this solicitation. The terms and conditions shown in the MHSA Master Agreement are not negotiable.

- B Required Forms:** Forms contained in this section must be completed and included in the SOQ.
- C Transmittal Form to Request a Solicitation Requirements Review:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- D 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.
- E Statement of Qualifications (SOQ) Form**

## **2.3 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 A (MHSA Master Agreement), Paragraph 2 (Definitions).

## **2.4 MHSA Master Agreement Process**

**The objective of this RFSQ process is to secure qualified Proposers to provide mental health services as referenced in Section 2.1 (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 formal solicitation.**

**2.4.1** 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 E). **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.**

**2.4.2** 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 to provide as-needed mental health services.

**2.4.3** 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 solicitation. LACDMH's release of the solicitations will be at the County's sole discretion.

**2.4.4** Upon LACDMH's release of a competitive 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 SOW. Payment for all work will be described in the solicitation, 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.

## **2.5 MHSA Master Agreement Term**

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.

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.

**LACDMH will continuously accept SOQs in order to qualify Proposers but may close this RFSQ at any time. 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.**

## **2.6 Indemnification and Insurance**

For the purposes of this RFSQ, County is waiving the insurance requirements contained in Appendix A – 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 solicitation resulting in a funded contract. Therefore, should a Proposer be selected/awarded a contract through a formal solicitation, Proposer shall be required to comply with the Indemnification provisions contained in Appendix A – 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 A – Sample Master Agreement, sub-paragraphs 8.23 and 8.24.

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

Contractor will 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 Exhibit G (Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)) of Appendix A (Sample Master Agreement).

## 3 PROPOSER MINIMUM MANDATORY QUALIFICATIONS

Interested and qualified entities meeting the Minimum Mandatory Qualifications (MMQs) identified below are invited to submit an SOQ Form (Appendix E) **and** to adhere to the SOQ submission requirements as stated in Section 7.5 (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.

- 3.1 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 2.1 (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.**
- 3.2 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”.**
- 3.3 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.**
- 3.4 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.**

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## **4 COUNTY'S RIGHTS AND RESPONSIBILITIES**

### **4.1 Representations Made Prior to Contract Execution**

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

### **4.2 County's Right to Amend Request for Statement of Qualifications**

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 will 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 will not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

### **4.3 County Option to Reject SOQs**

The County may, at its sole discretion, reject any or all SOQs submitted in response to this solicitation. The County will not be liable for any cost incurred by a Proposer in connection with preparation and submittal of any SOQ. The County reserves the right to waive inconsequential disparities in a submitted SOQ.

### **4.4 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.

## **5 NOTIFICATION TO PROPOSERS**

### **5.1 Notice to Proposers Concerning the Public Records Act**

**5.1.1** Responses to this RFSQ will become the exclusive property of the County. At such time as when Department 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."

**5.1.2** The County will 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 will 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.

## **5.2 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.

## **5.3 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. Registration can be accomplished online via the Internet by accessing the County's home page at <http://camisvr.co.la.ca.us/webven/>.

## **5.4 Protest Process**

**5.4.1** 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 Paragraph 5.4.3 below. Additionally, any actual Proposer may request a review of a disqualification under such a solicitation, as described in the Paragraphs below.

**5.4.2** 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.

### **5.4.3 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:

**5.4.3.1** Solicitation Requirements Review (Referenced in Paragraph 9.1)

**5.4.3.2** Disqualification Review (Referenced in Paragraph 9.2)

## **5.5 Conflict of Interest**

No County employee whose position in the County enables them to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, will be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of a Contractor. Proposer must certify that they are aware of and have read [Section 2.180.010 of the Los Angeles County Code](#) as stated in Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms).

## **5.6 Determination of Proposer Responsibility**

**5.6.1** 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.

**5.6.2** 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 will not be the basis of a determination that the Proposer is not responsible.

**5.6.3** The County may declare a Proposer to be non responsible for purposes of this 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.

**5.6.4** If there is evidence that the Proposer may not be responsible, the Department will notify the Proposer in writing of the evidence relating to the Proposer's responsibility, and its intention to recommend to the Board of Supervisors that the Proposer be found not responsible. The Department will provide the Proposer and/or the Proposer's representative with an opportunity to present evidence as to why the

Proposer should be found to be responsible and to rebut evidence which is the basis for the Department's recommendation.

**5.6.5** If the Proposer presents evidence in rebuttal to the Department, the Department will 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 will reside with the Board of Supervisors.

**5.6.6** These terms will also apply to proposed subcontractors of Proposers on County contracts.

## **5.7 Proposer Debarment**

**5.7.1** 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.

**5.7.2** These terms will also apply to proposed subcontractors of Proposers on County contracts.

**5.7.3** A listing of contractors that are currently on the Debarment List for Los Angeles County may be obtained on the following website: <https://doingbusiness.lacounty.gov/listing-of-contractors-debarred-in-los-angeles-county/>.

## **5.8 Gratuities**

### **5.8.1 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 must 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.

#### **5.8.2 Proposer Notification to County**

A Proposer must immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report must 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.

#### **5.8.3 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.

### **5.9 Notice to Proposers Regarding the County Lobbyist Ordinance**

The Board of Supervisors of the County of Los Angeles has enacted an ordinance regulating the activities of persons who lobby County officials. This ordinance, referred to as the "Lobbyist Ordinance", defines a County Lobbyist and imposes certain registration requirements upon individuals meeting the definition. The complete text of the ordinance can be found in [County Code Chapter 2.160](#). In effect, each person, corporation or other entity that seeks a County permit, license, franchise or contract must certify compliance with the ordinance. As part of this solicitation process, it will be the responsibility of each Proposer to review the ordinance independently as the text of said ordinance is not contained within this RFSQ. Thereafter, each person, corporation or other entity submitting a response to this solicitation, must certify that each County Lobbyist, as defined by [Los Angeles County Code Section 2.160.010](#), retained by the Proposer is in full compliance with [Chapter 2.160 of the Los Angeles County Code](#) and each such County Lobbyist is not on the Executive Office's List of Terminated Registered Lobbyists.

### **5.10 Consideration of GAIN/GROW Participants for Employment**

**5.10.1** As a threshold requirement for consideration of a Master Agreement, Proposers must 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 must attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers must 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.

- 5.10.2** Proposers who are unable to meet this requirement will not be considered for a Master Agreement. Proposers must submit a completed Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), along with their SOQ.

## **5.11 Jury Service Program**

- 5.11.1** 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 review Paragraph 8.7 (Compliance with the County's Jury Service Program) of Appendix A (MHSA Master Agreement), which is 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.

- 5.11.2** Contractor must certify compliance with County's Contractor Employee Jury Service Ordinance in Exhibit 2 (Certification of Compliance). 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 Exhibit 2 (Certification of Compliance) of Appendix B (Required Forms), 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.

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

The Proposer must 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 must be provided by the Proposer in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) of Appendix B (Required Forms). Failure of the Proposer to provide this information may eliminate its SOQ from any further consideration. Proposer should have a continuing obligation to notify the County and update any

changes to its response in Exhibit 1 (Proposer's Organization Questionnaire/Affidavit) during the solicitation.

### **5.13 Contractor's Charitable Contributions Compliance**

California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates receiving and raising charitable contributions. Among other requirements, those subject to the Charitable Purposes Act must register. The 2004 Nonprofit Integrity Act (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. Prospective contractors should carefully read the Background and Resources: California Charities Regulations, Appendix D. These rules cover California public benefit corporations, unincorporated associations, and trustee entities and may include similar foreign corporations doing business or holding property in California. The Nonprofit Integrity Act contains substantive requirements affecting 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) also have specific audit requirements.

**5.13.1** All prospective contractors must determine if they receive or raise charitable contributions which subject them to the Charitable Purposes Act and complete the certification form attached as Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms) certifying 1) they do not currently 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 2) 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. A completed Exhibit 2 (Certification of Compliance) is a required part of any agreement with the County.

**5.13.2** Prospective County contractors that do not complete Exhibit 2 (Certification of Compliance 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](#))

### **5.14 Defaulted Property Tax Reduction Program**

**5.14.1** 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 reference the pertinent provisions of Appendix A (MHSA Master Agreement), Paragraphs 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.



- 5.14.2** Proposers will be required to certify that they are in full compliance with the provisions of the Defaulted Tax Program and must maintain compliance during the term of any contract that may be awarded pursuant to this solicitation or must certify that they are exempt from the Defaulted Tax Program by completing Exhibit 2 (Certification of Compliance) in Appendix B (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](#)).
- 5.14.3** SOQs that fail to comply with the certification requirements of the Defaulted Tax Program will be considered non-responsive and excluded from further consideration.
- 5.15 Proposer's Acknowledgement of County's Commitment to Zero Tolerance Policy on Human Trafficking**
- 5.15.1** 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.
- 5.15.2** Proposers are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (Required Forms), certifying that they are in full compliance with the County's Zero Tolerance Policy on Human Trafficking provision as defined in Paragraph 8.53 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of Appendix A (MHSA 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.
- 5.16 Intentionally Omitted**
- 5.17 Default Method of Payment: Direct Deposit or Electronic Funds Transfer (EFT)**
- 5.17.1** 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.17.2** Upon contract award or at the request of the A-C and/or the contracting department, the Contractor must 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.

- 5.17.3** Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.17.4** 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), will decide whether to approve exemption requests.
- 5.18 Proposer's Acknowledgement of County's Commitment to Fair Chance Employment Hiring Practices**
- 5.18.1** 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](#).
- 5.18.2** Contractors are required to complete Exhibit 2 (Certification of Compliance) in Appendix B (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.
- 5.19 Prohibition from Participation in Future Solicitation(s)**
- A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract. ([Los Angeles County Code, Chapter 2.202](#)).
- 5.20 COVID-19 Vaccinations of County Contractor Personnel**
- Proposers are advised that it must comply with [Chapter 2.212 \(COVID-19 Vaccinations of County Contractor Personnel\)](#) of County Code Title 2 - Administration, Division 4 as a condition of performing work under any awarded contract resulting from this solicitation. Proposers are advised to review the requirements of Chapter 2.212 ([COVID-19 Vaccinations of County Contractor Personnel](#)) and the sample contract requirements prior to submitting a SOQ to this solicitation. A completed Exhibit E (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.



## **5.21 Community Business Enterprise (CBE) Participation**

The County has adopted a CBE Program, which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, minority and women-owned businesses, and lesbian, gay, bisexual, transgender, queer, and questioning-owned business enterprises. The County has established an annual goal that 25 percent of all County must be reflected in Exhibit 6 (Community Based Enterprise (CBE) Information) form in Appendix B (Required Forms).

All Proposers must document good faith efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this contract. The Proposer must make documents related to these good faith efforts available to the County upon request.

To obtain a list of firms that are certified by the County in the CBE Program, send an e-mail request to the County of Los Angeles Workforce Development Aging and Community Services (WDACS): [CBESBE@wdacs.lacounty.gov](mailto:CBESBE@wdacs.lacounty.gov) with the subject "Request for CBE Listing." For additional information contact the Office of Small Business at: (844) 432-4900 or at [OSB@wdacs.lacounty.gov](mailto:OSB@wdacs.lacounty.gov).

The County strongly encourages participation by CBEs; however, the final selection will be made without regard to race, color, creed, or gender. The final selection will be based on the Proposer's ability to provide the best service and value to the County.

# **6 COUNTY'S PREFERENCE PROGRAMS**

## **6.1 Overview of County's Preference Programs**

**6.1.1** The County of Los Angeles has three preference programs. The Local Small Business Enterprise (LSBE), Disabled Veteran Business Enterprise (DVBE), and Social Enterprise (SE). The Board of Supervisors encourages business participation in the County's contracting process by continually streamlining and simplifying our selection process and expanding opportunities for these businesses to compete for County opportunities.

**6.1.2** The Preference Programs (LSBE, DVBE, and SE) require that a business complete certification prior to requesting a preference in a solicitation. This program and how to obtain certification are further explained in paragraph 6.2, 6.4, and 6.5 of this solicitation. Additional information on the County's preference programs is also available on the Department of Consumer and Business Affairs's (DCBA) website at: <http://dcba.lacounty.gov>.

**6.1.3** In no case will the Preference Programs (LSBE, DVBE, and SE) price or scoring preference be combined with any other county preference program to exceed fifteen percent (15%) in response to any County solicitation.

- 6.1.4 Sanctions and financial penalties may apply to a business that knowingly, and with intent to defraud, seeks to obtain or maintain certification as a certified LSBE, DVBE, or SE when not qualified.

6.2 Intentionally Omitted

6.3 Intentionally Omitted

6.4 Intentionally Omitted

6.5 Intentionally Omitted

## 7 STATEMENT OF QUALIFICATION (SOQ) REQUIREMENTS

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).

### 7.1 Truth and Accuracy of Representations

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

### 7.2 RFSQ Timetable

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

LACDMH will continuously accept SOQs submissions. All SOQs received 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 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:

EVENT	DATE/TIME
Release of RFSQ	03/07/2019
SOQs due	Open and Continuous

### 7.3 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.

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.

#### **7.4 Intentionally Omitted**

#### **7.5 Preparation and Format of the SOQ**

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

- One (1) Original SOQ Form (Appendix E) and SOQ Narrative (as described in detail in this section 7.5)

**All SOQs must be submitted in the prescribed format. Any SOQ that deviates from this 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)**

**7.5.1 Transmittal Letter** - The transmittal letter must be 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.**

**7.5.2 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.

**7.5.3 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:

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

The Proposer shall complete, sign and date the Proposer's Organization Questionnaire/Affidavit and CBE Information – Exhibits 1 and 6 as set forth in Appendix B. **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 3.0 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 2.1. (Scope of Work) and complete the SOQ Form (Appendix E).**

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.

**7.5.3.2 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. **LACDMH shall not be used as a reference.**

County may disqualify a Proposer if:

- 1) References fail to substantiate Proposer's description of the services provided; or
- 2) References fail to support that Proposer has a continuing pattern of providing capable, productive and skilled personnel, or
- 3) The Department is unable to reach the point of contact with reasonable effort. It is the Proposer's responsibility to inform the point of contact of normal working hours.

The Proposer must complete and include Required Forms, Exhibit 4 (Proposer's Debarment History and List of Terminated Contracts), as set forth in Appendix B (Required Forms)

- 1) Proposer must provide **three (3) signed letters of references** where the same or similar scope of services were provided as referenced in Section 2.1 (Scope of Work), Section 3.1 (Letters of References). **LACDMH shall not be used a reference.**
- 2) Proposer's Debarment History and List of Terminated Contracts, Exhibit 4  
Listing must include contracts terminated within the past three (3) years with a reason for termination.

#### **7.5.3.3 Proposer's Pending Litigation and Judgments (Section A.3)**

The County will conduct a review of Proposer's pending litigation and judgements. Proposer must identify by name, case and court jurisdiction any pending litigation in which Proposer is involved, or judgments against Proposer in the past five (5) years. Additionally, Proposer must provide a statement describing the size and scope of any pending or threatening litigation against the Proposer or principals of the Proposer.

#### **7.5.4 Required Forms (Section B)**

**SOQs must include completed, signed, and dated forms as provided in Appendix B – Required Forms (Exhibits 1 – 6):**

- |           |   |
|-----------|---|
| Exhibit 1 | Proposer's Organization Questionnaire/Affidavit               |
| Exhibit 2 | Certification of Compliance                                   |
| Exhibit 3 | Request for Preference Consideration                          |
| Exhibit 4 | Proposer's Debarment History and List of Terminated Contracts |
| Exhibit 5 | Declaration   |
| Exhibit 6 | Community Business Enterprise (CBE) Information (Excel)       |

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

For the purposes of this RFSQ, County is waiving the insurance requirements contained in Appendix A – 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 A – 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 A – Sample Master Agreement, subparagraphs 8.23 and 8.24 should the Proposer be selected/awarded a contract through a formal solicitation.

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

Proposer must furnish a copy of all applicable licenses.

### **7.6 SOQ Submission**

SOQs must be submitted as follows:

A Portable Document Format (PDF) copy or zip files, in an encrypted format, of the complete Proposal shall be emailed to [SolicitationsTeam@dmh.lacounty.gov](mailto:SolicitationsTeam@dmh.lacounty.gov) via a ONE DRIVE editable and downloadable link. The email subject should bear the words “RFSQ – Mental Health Services Act – SOQ.”

The Proposal and any related information must be emailed to:

Attn: Solicitations Team

County of Los Angeles – Department of Mental Health

Contracts Development and Administration Division

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

**Hard copies of the SOQ will not be accepted. No facsimile (fax) SOQ copies will be accepted.**

**LACDMH will continuously accept SOQs throughout the duration of the RFSQ and 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.**

### **7.7 Acceptance of Terms and Conditions of MHSA Master Agreement**

Proposers understand and agree that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, **ALL** terms and conditions of the Appendix A (Sample 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.**

### **7.8 SOQ Withdrawals**

The Proposer may withdraw its SOQ at any time, upon written request for same to (the Department Head or designee).

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## **8 SOQ REVIEW/SELECTION/QUALIFICATION PROCESS**

### **8.1 Review Process**

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

#### **8.1.1 Adherence to Minimum Qualifications**

County will review Exhibit 1 Proposer's Organization Questionnaire/Affidavit of Appendix B (Required Forms), and determine if the Proposer meets the Minimum Mandatory Qualifications as outlined in Section 3.0 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.

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

County's review will include the following as stated in Section 7.5.3 (Proposer's Qualifications):

**8.1.2.1** Proposer's Background and Experience as provided in Section A.1 of the SOQ.

**8.1.2.2** Proposer's References as provided in Section A.2. The review will include verification of references submitted, a review of the County's Contractor Alert Reporting Database, if applicable, reflecting past performance history on County or other contracts, and a review of terminated contracts.

**8.1.2.3** A review to determine the magnitude of any pending litigation or judgments against the Proposer as provided in Section A.3.

#### **8.1.3 Required Forms**

SOQs must include all Forms as provided in Appendix B – Required Forms (Exhibits 1-6). Proposer must complete, sign, and date all Forms. A list of required Forms is also referenced in Section 7.5.4, **Section B** of the SOQ.

#### **8.1.4 Proof of Insurability**

For the purposes of this RFSQ, County is waiving the insurance requirements contained in Appendix A – 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 formal solicitation, Proposer shall be required to



comply with the Indemnification provisions contained in Appendix A – 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 A – Sample Master Agreement, sub-paragraphs 8.23 and 8.24 if Proposer is selected for award of a contract through a formal solicitation.

#### **8.1.5 Proof of Licenses**

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

### **8.2 Selection/Qualification Process**

LACDMH will generally select Proposers that have experience in providing a broad range of mental health services as described in Section 2.1 (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.

### **8.3 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.

## **9 PROTEST PROCESS OVERVIEW**

### **9.1 Solicitation Requirements Review**

Any person or entity may seek a Solicitation Requirements Review by submitting Appendix C (Transmittal Form to Request a Solicitation Requirements Review) to LACDMH conducting the solicitation as described in this Section. 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:

- 9.1.1** The request for a Solicitation Requirements Review is made within the time frame identified in the solicitation document;

- 9.1.2** The request for a Solicitation Requirements Review includes documentation (e.g., letterhead, business card, etc.), which identifies the underlying authority of the person or entity to submit a SOQ;
- 9.1.3** The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
- 9.1.4** The request for a Solicitation Requirements Review asserts that either:
  - 9.1.4.1** application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantages the person or entity; or,
  - 9.1.4.2** 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 the Department's determination shall be provided to the requesting person or entity, in writing, within a reasonable time prior to the SOQ due date.

## **9.2 Disqualification Review**

An SOQ may be disqualified from consideration because a Department determined it was non-responsive at any time during the review/evaluation process. If a Department determines that an SOQ is disqualified due to non-responsiveness, the Department will 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:

- 9.2.1** The request for a Disqualification Review is submitted timely (i.e., by the date and time specified in the written determination); and
- 9.2.2** 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 must be completed and the determination will be provided to the requesting Proposer, in writing, prior to the conclusion of the evaluation process.