



**LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT**

**REQUEST FOR STATEMENT OF QUALIFICATIONS
(RFSQ)
FOR
PSYCHIATRIC AND PSYCHOLOGICAL SERVICES**

RFSQ 473-SH

NOVEMBER, 2016

These guidelines are intended to provide general information only and are subject to revision. The rights and obligations of any party contracting with the County will be determined in accordance with the terms of the applicable agreement and applicable law.

NOTICE TO RFSQ VENDORS

THIS BASE DOCUMENT INCLUDES THE REQUIREMENTS KNOWN TO COUNTY AS OF THE DATE OF ISSUANCE OF THIS RFSQ.

THIS DOCUMENT DOES NOT STAND ALONE AND MUST BE READ AND REVIEWED IN CONNECTION WITH ALL OTHER PARTS OF THIS RFSQ, INCLUDING ANY APPENDICES, EXHIBITS, AND ATTACHMENTS ATTACHED HERETO OR THERETO.

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FOR
PSYCHIATRIC AND PSYCHOLOGICAL SERVICES**

TABLE OF CONTENTS

	<u>PAGE</u>
1.0 GENERAL INFORMATION	
1.1 Scope of Work	1
1.2 Overview of Solicitation Document	1
1.3 Terms and Definitions	2
1.4 Vendor’s Minimum Mandatory Qualifications – Psychiatric Services	3
1.5 Vendor's Minimum Mandatory Qualifications – Psychological Services	3
1.6 Master Agreement Process	4
1.7 Master Agreement Term	4
1.8 County Rights & Responsibilities	5
1.9 Contact with County Personnel	5
1.10 Mandatory Requirement to Register on County’s WebVen	6
1.11 County Option to Cancel and/or Reject SOQs	6
1.12 Protest Policy Review Process	6
1.13 Notice to Vendors Regarding Public Records Act	6
1.14 Indemnification and Insurance	7
1.15 Injury & Illness Prevention Program (IIPP)	7
1.16 Background and Security Investigations	7
1.17 Contractor Acknowledgement and Confidentiality Agreement	8
1.18 County’s Quality Assurance Plan	8
1.19 County Policy on Doing Business with Small Business	8
1.20 Notification to County of Pending Acquisitions/Mergers by Proposing Company	9
1.21 Conflict of Interest	9
1.22 Determination of Vendor Responsibility	10
1.23 Vendor Debarment	11
1.24 Gratuities	13
1.25 Jury Service Program	13
1.26 Safely Surrendered Baby Law	15
1.27 Notice to Vendors Regarding the County Lobbyist Ordinance	15
1.28 Federal Earned Income Credit	15
1.29 Consideration of Hiring GAIN-GROW Participants	15
1.30 Recycled-Content Paper	16
1.31 Vendor’s Adherence to County Child Support Compliance Program	16
1.32 Local Small Business Enterprise (LSBE) Preference Program	16
1.33 Social Enterprise (SE) Preference Program	17
1.34 SPARTA Program	17
1.35 Defaulted Property Tax Reduction Program	18

1.36	Business Associate Agreement Under The Health Insurance Portability And Accountability Act Of 1996(HIPPA).....	18
1.37	Disabled Veteran Business Enterprise Preference Program	18
1.38	Confidentiality and Independent Contractor Status.....	19
1.39	Time off for Voting.....	20

2. INSTRUCTIONS TO VENDORS

2.1	County Responsibility	21
2.2	Truth and Accuracy of Representations	21
2.3	RFSQ Timetable.....	21
2.4	Solicitation Requirements Review	21
2.5	Vendor Questions	22
2.6	Preparation and Format of the SOQ.....	23
2.7	SOQ Submission.....	29
2.8	Acceptance of Terms and Conditions of Model Master Agreement.....	29
2.9	SOQ Withdrawals/Corrections.....	30

3. SOQ REVIEW/SELECTION/QUALIFICATION PROCESS

3.1	Review Process.....	30
3.2	Disqualification Review.....	32
3.3	Qualification/Selection Process	32
3.4	Master Agreement Award.....	33

APPENDICES:

- APPENDIX A: Model Master Agreement
- APPENDIX B1: Statement of Work: Psychiatric Services
- APPENDIX B2: Statement of Work: Psychological Services
Attachment I – Worker’s Compensation Benefits Packet
- APPENDIX C: Required Forms
- APPENDIX D: Transmittal Form to Request a Solicitation Requirement Review
- APPENDIX E: County of Los Angeles Policy on Doing Business with Small Business
- APPENDIX F: Link to Listing of Contractors Debarred in Los Angeles County
- APPENDIX G: Jury Service Ordinance
- APPENDIX H: Safely Surrendered Baby Law
- APPENDIX I: IRS Notice 1015
- APPENDIX J: Defaulted Property Tax Reduction Program

**REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)
FOR
PSYCHIATRIC AND PSYCHOLOGICAL SERVICES**

1.0 GENERAL INFORMATION

1.1 Scope of Work

The County of Los Angeles (County) Sheriff's Department (Department) is issuing this Request for Statement of Qualifications (RFSQ) seeking qualified psychiatrists and psychologists (Vendors) to enter into Master Agreements with County for the provision of Psychiatric and Psychological Services on an as-needed basis. The Department is seeking individual psychologists and psychiatrists for this service.

The Department's Psychological Services Bureau (PSB) requires the services of Board certified psychiatrists to provide as-needed psychiatric evaluation, including medication evaluation, and medication follow-up services to sworn and professional staff employed by the Department and their family members/significant others. PSB also requires the services of licensed psychologists to provide as-needed counseling and psychotherapy services to sworn and professional staff employed by the Department and their family members/significant others utilizing brief, solution-oriented psychological interventions. Children will also be seen in the context of family treatment, with participation in the treatment plan by the affected Department employee.

1.2 Overview of Solicitation Document

This RFSQ, including all Appendices, Exhibits, and Attachments sets forth the County's requirements for Psychiatric and Psychological Services. Vendors should formulate and base all responses solely from the information contained in this RFSQ. The individual documents do not stand alone and must be read and reviewed in connection with all other parts of this RFSQ. This RFSQ is composed of the following parts:

- **GENERAL INFORMATION:** Specifies the Vendor's Minimum Mandatory Qualifications, provides information regarding some of the requirements of the Master Agreement, and explains the solicitation process.
- **INSTRUCTIONS TO VENDORS:** Contains instructions to Vendors on how to prepare and submit their Statement of Qualifications (SOQ).
- **STATEMENT OF QUALIFICATIONS (SOQ) REVIEW/QUALIFICATION/ SELECTION PROCESS:** Explains how SOQs will be reviewed, qualified and selected.

▪ **APPENDICES:**

- **A - MODEL MASTER AGREEMENT:** This document together with its Exhibits is the Master Agreement that will be executed with qualified Vendors. The terms and conditions of the Master Agreement are not negotiable.
- **B1 - STATEMENT OF WORK: PSYCHIATRIC SERVICES:** Explains in detail the required services to be performed by the psychiatrists under the Master Agreement.
- **B2 - STATEMENT OF WORK: PSYCHOLOGICAL SERVICES:** Explains in detail the required services to be performed by the psychologists under the Master Agreement.
- **C - REQUIRED FORMS:** Forms 1-13 contained in this Section must be completed and included in the SOQ.
- **D - TRANSMITTAL FORM TO REQUEST A SOLICITATION REQUIREMENTS REVIEW:** Transmittal sent to Department requesting a Solicitation Requirements Review.
- **E - COUNTY OF LOS ANGELES POLICY OF DOING BUSINESS WITH SMALL BUSINESS:** County policy.
- **F - LINK TO LISTING OF CONTRACTORS DEBARRED IN LOS ANGELES COUNTY:** Contractors who are not allowed to contract with the County for a specific length of time.
- **G - JURY SERVICE ORDINANCE:** County Code.
- **H - SAFELY SURRENDERED BABY LAW:** County Program.
- **I - IRS NOTICE 1015:** Provides information on Federal Earned Income Credit.
- **J - DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** County Code.

1.3 Terms and Definitions

Throughout this RFSQ, references are made to certain persons, groups, or departments/agencies. For convenience, the definitions of certain terms used in this RFSQ can be found in Appendix A, Model Master Agreement, Section 2.0, Definitions, of this RFSQ. In addition, any terms with the initial letter capitalized,

which are not defined herein, shall have the meanings given to them in Appendix A, Model Master Agreement, Section 2.0, Definitions, of this RFSQ.

1.4 Vendor's Minimum Mandatory Qualifications - Psychiatric Services

Interested and qualified Vendors that can demonstrate their ability to successfully provide the required services outlined in Appendix B1, Statement of Work: Psychiatric Services, of this RFSQ are invited to submit a SOQ, provided they meet the following Minimum Mandatory Qualifications.

- 1.4.1 Vendor must have graduated from an accredited medical school. Vendor shall provide a copy of the diploma, including name of medical school and year graduated.
- 1.4.2 Vendor must have completed an accredited psychiatric residency program. Vendor shall provide a copy of the diploma, including the name and location of medical school and year graduated.
- 1.4.3 Vendor must be board certified in psychiatry by the American Board of Psychiatry and Neurology. Vendor shall provide a copy of the board certification and the year of board certification.
- 1.4.4 Vendor must have one (1) year of experience providing psychiatric services. Vendor shall submit references to verify experience.

1.5 Vendor's Minimum Mandatory Qualifications - Psychological Services

Interested and qualified Vendors that can demonstrate their ability to successfully provide the required services outlined in Appendix B2, Statement of Work: Psychological Services, of this RFSQ are invited to submit a SOQ, provided they meet the following Minimum Mandatory Qualifications.

- 1.5.1 Vendor must have a doctorate in psychology or related field from an accredited institution. Accredited institutions are those listed in the publications of regional, national or international accrediting agencies. Publications such as American Universities and Colleges, and International Handbook of Universities are acceptable. Also acceptable, if appropriate, are degrees that have been evaluated and deemed to be equivalent to degrees from the United States accredited institutions by an academic credential evaluation agency recognized by the National Association of Credential Evaluation Services and Association of International Credential Evaluators, Inc. Vendor shall provide a copy of the diploma, including the name of the graduate or professional school and the year graduated.

- 1.5.2 Vendor must be licensed as a psychologist by the California Board of Psychology. Vendor shall provide a copy of the license which shall include the license number and date of issue.
- 1.5.3 Vendor must have one (1) year of experience providing psychological services to employees of a public safety agency. Public safety agency is defined as any government agency whose primary goals are law enforcement and/or protecting the safety and welfare of the public. Vendor shall submit references to verify experience.

1.6 Master Agreement Process

The objective of this RFSQ process is to secure one (1) or more Qualified Contractors to provide Psychiatric and Psychological Services on an as-needed basis.

- 1.6.1 Master Agreements will be executed with all Vendors determined to be qualified and meet the Minimum Mandatory Qualifications in Sub-section 1.4, Minimum Mandatory Qualifications-Psychiatric Services, of this RFSQ or Sub-section 1.5, Minimum Mandatory Qualifications-Psychological Services, of this RFSQ.
- 1.6.2 Upon the Department's execution of these Master Agreements, qualified Vendors will become Qualified Contractors, and thereafter they may, on an as-needed basis, be required to provide psychiatric and/or psychological services as required under the Master Agreement.
- 1.6.3 It is the intent of County Project Manager to assign work on a rotational basis by geographic area; however, the County Project Director or the County Project Manager have the sole discretion to assign work to any Qualified Contractor.
- 1.6.4 Payment for all Work shall be on an hourly basis at the fixed Session Rates set forth in Appendix A, Model Master Agreement, Exhibit C, Rate of Compensation, of this RFSQ.
- 1.6.5 The execution of a Master Agreement does not guarantee a Contractor any minimum amount of business. County does not promise, warrant, or guarantee that County will utilize any particular level of Contractor services, or any services at all, during the Term of the Master Agreement.

1.7 Master Agreement Term

- 1.7.1 Prior to commencement of any Master Agreement, the form of the Master Agreement must be approved by the Los Angeles County Board of Supervisors (Board). The termination date of each Master Agreement will

be three (3) years from the date the Board approves the Model Master Agreement. The County shall have the option to extend the Initial Term of each Master Agreement for two (2) one-year optional periods, plus six (6) months in any increment, for a total Term not to exceed five (5) years and six (6) months. The extension option shall be at the Sheriff's sole discretion.

1.7.2 The Master Agreement between Contractor and County will become effective upon the date of its execution by the Sheriff.

1.8 County Rights & Responsibilities

1.8.1 The County has the right to amend the RFSQ by written addendum. The County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda thereto. Such addendum shall be made available to each person or organization which Department records indicate has received this RFSQ and also will be posted on the Department's website at:

http://www.lasdhq.org/lasd_contracts/info.html

1.8.2 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 Department. The Department is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

1.9 Contact with County Personnel

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

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Alex Madera, Contract Analyst
Fax Number: (213) 229-3276
E-mail address: AMadera@lasd.org

Vendors are specifically directed not to contact any other County person or agent for any matter related to this RFSQ. If it is discovered that a Vendor contacted and/or received information from any County person or agent, other than the

person specified above, regarding this RFSQ, County, in its sole determination, may disqualify Vendor and their SOQ from further consideration.

1.10 Mandatory Requirement to Register on County's WebVen

Prior to executing a Master Agreement, all potential Contractors must register in the County's WebVen. The WebVen contains the Vendor'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/>.

1.11 County Option to Cancel and/or Reject SOQs

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

1.12 Protest Policy Review Process

1.12.1 Under Board Policy No. 5.055 (Services Contract Solicitation Protest), any prospective Vendor may request a review of the requirements under a solicitation for a Board-approved services contract, as described below in Sub-section 1.12.3, Grounds for Review, of this RFSQ. Additionally, any Vendor that submits a SOQ may request a review of a disqualification, as described below in Sub-section 1.12.3, Grounds for Review, of this RFSQ.

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

1.12.3 Grounds for Review

Unless state or federal statutes or regulations otherwise provide, the grounds for review of any Departmental determination or action should be limited to the following:

- Review of Solicitation Requirements Review (Reference Sub-section 2.4, Solicitation Requirements Review, of this RFSQ)
- Review of a Disqualified SOQ (Reference Sub-section 3.2, Disqualification Review, of this RFSQ)

1.13 Notice To Vendors Regarding The Public Records Act

- 1.13.1 Responses to this RFSQ shall become the exclusive property of County. At such time as when Department recommends the qualified Vendor(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 Vendor as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."
- 1.13.2 County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. **A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Vendor must specifically label only those provisions of their respective SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.**

1.14 Indemnification and Insurance

Vendor shall be required to comply with the Indemnification and Insurance provision contained in Appendix A, Model Master Agreement, Exhibit A, Additional Terms and Conditions, Section 13.0, Indemnification and Insurance, of this RFSQ. Vendor 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, Model Master Agreement, Exhibit A, Additional Terms and Conditions, Sub-section 13.3, Insurance Coverage, of this RFSQ.

1.15 Injury & Illness Prevention Program (IIPP)

Vendor shall be required to comply with the State of California's Cal OSHA's regulations. Section 3203 of Title 8 in the California Code of Regulations requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

1.16 Background and Security Investigations

1.16.1 At any time prior to or during the Term of the Master Agreement, all Contractors performing services under the Master Agreement may be required to undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California

Department of Justice. The fees associated with the background investigation shall be at the expense of Contractor.

- 1.16.2 If Contractor does not pass the background investigation, County may request that Contractor be immediately removed from performing services under the Master Agreement at any time during the Term of the Master Agreement. County will not provide to Contractor any information obtained through County's background investigation.
- 1.16.3 County, in its sole discretion, may immediately deny or terminate facility access, if applicable, to Contractors who do not pass such investigation to the satisfaction of County or whose background or conduct is incompatible with County facility access.

1.17 Contractor Acknowledgment and Confidentiality Agreement

- 17.1 Contractor shall be required to comply with the Confidentiality provision contained in Appendix A, Model Master Agreement, Exhibit A, Additional Terms and Conditions, Section 3.0, Confidentiality, of this RFSQ. Contractor shall also be required comply with the Independent Contractor Status provision contained in Appendix A, Model Master Agreement, Exhibit A, Additional Terms and Conditions, Section 41.0, Independent Contractor Status, of this RFSQ.
- 17.2 Contractor shall submit to the Department a signed Contractor Acknowledgement and Confidentiality Agreement, attached hereto as Appendix A, Model Master Agreement, Exhibit F, Contractor Acknowledgement and Confidentiality Agreement, before Work begins under the Master Agreement.

1.18 County's Quality Assurance Plan

After Master Agreement award, County or its agent will evaluate Contractor's performance under the Master Agreement on at least an annual basis. Such evaluation will include assessing Contractor's compliance with all terms in the Master Agreement and performance standards identified in Exhibit B1, Statement of Work: Psychiatric Services, and Exhibit B2, Statement of Work: Psychological Services, of the Master Agreement. Contractor's deficiencies which the Department determines are severe or continuing and that may jeopardize performance of the Master Agreement will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the Department and Contractor. If improvement does not occur consistent with the corrective action measures, the Department may terminate the Master Agreement in whole or in part, or impose other penalties as specified in the Master Agreement.

1.19 County Policy on Doing Business with Small Business

- 1.19.1 County has multiple programs that address small businesses. The Board of Supervisors encourages small business participation in the County's contracting process by constantly streamlining and simplifying our selection process and expanding opportunities for small businesses to compete for our business.
- 1.19.2 The Local Small Business Enterprise Preference Program requires the Company to complete a certification process. This program and how to obtain certification are further explained in Sub-section 1.32, Local Small Business Enterprise Preference Program, of this RFSQ.
- 1.19.3 The Jury Service Program provides exceptions to the program if a company qualifies as a Small Business. It is important to note that each Program has a different definition for Small Business. You may qualify as a Small Business in one program but not the other. Further explanation of the Jury Service Program is provided in Sub-section 1.25, Jury Service Program, of this RFSQ.
- 1.19.4 County also has a Policy on Doing Business with Small Business that is stated in Appendix E, County of Los Angeles Policy on Doing Business with Small Business, of this RFSQ.
- 1.19.5 Local Small Business Enterprise (LSBE) 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 fifteen (15) calendar days after receipt of an undisputed invoice.

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

Vendor shall notify County of any pending acquisitions/mergers of their company. This information shall be provided by the Vendor on Appendix C, Required Forms, Exhibit 1, Vendor's Organization Questionnaire/Affidavit, of this RFSQ. Failure of the Vendor to provide this information may eliminate its SOQ from any further consideration.

1.21 Conflict of Interest

No County employee whose position in the County enables him/her to influence the selection of a Contractor for this RFSQ, or any competing RFSQ, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Vendor or have any other direct or indirect financial interest in the selection of a Contractor. Vendor shall certify that he/she is aware of and has

read Section 2.180.010 of the Los Angeles County Code as stated in Appendix C, Required Forms, Exhibit 5, Certification of No Conflict of Interest, of this RFSQ.

1.22 Determination of Vendor Responsibility

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

- 1.22.6 These terms shall also apply to proposed subcontractors of Vendors on County contracts.

1.23 Vendor Debarment

- 1.23.1 The Vendor is hereby notified that, in accordance with Chapter 2.202 of the County Code, the County may debar the Vendor 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 Vendor's existing contracts with County, if the Board of Supervisors finds, in its discretion, that the Vendor 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 Vendor'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.
- 1.23.2 If there is evidence that the apparent Vendor may be subject to debarment, the Department shall notify the Vendor in writing of the evidence which is the basis for the proposed debarment, and shall advise the Vendor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 1.23.3 The Contractor Hearing Board shall conduct a hearing where evidence on the proposed debarment is presented. The Vendor and/or Vendor'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 Vendor should be debarred, and, if so, the appropriate length of time of the debarment. The Vendor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 1.23.4 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.

- 1.23.5 If a Vendor has been debarred for a period longer than five (5) years, that Vendor 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 Vendor 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.
- 1.23.6 The Contractor Hearing Board will consider requests for review of a debarment determination only where (1) the Vendor 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.
- 1.23.7 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.
- 1.23.8 These terms shall also apply to proposed subcontractors of Vendors on County contracts.
- 1.23.9 Appendix F, Link to Listing of Contractors Debarred in Los Angeles County, of this RFSQ, provides a link to the County website where there is a listing of contractors that are currently on the Debarment List for Los Angeles County.

1.24 Gratuities

1.24.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Vendor with the implication, suggestion or statement that the Vendor's provision of the consideration may secure more favorable treatment for the Vendor in the award of the Master Agreement or that the Vendor's failure to provide such consideration may negatively affect the County's consideration of the Vendor's submission. A Vendor 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 Master Agreement.

1.24.2 Vendor Notification to County

A Vendor shall immediately report any attempt by a County officer, employee or agent to solicit such improper consideration. The report shall be made either to County manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861. Failure to report such a solicitation may result in the Vendor's submission being eliminated from consideration.

1.24.3 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.

1.25 Jury Service Program

The prospective Master Agreement is subject to the requirements of the County's Contractor Employee Jury Service Ordinance ("Jury Service Program") (Los Angeles County Code, Chapter 2.203). Prospective Contractors should carefully read Appendix G, Jury Service Ordinance, of this RFSQ, and the pertinent jury service provisions of Appendix A, Model Master Agreement, Exhibit A, Additional Terms and Conditions, Section 33.0, Compliance with Jury Service Program, of this RFSQ, both of which are incorporated by reference into and made a part of this RFSQ. The Jury Service Program applies to both Contractors and their subcontractors. SOQs that fail to comply with the requirements of the Jury Service Program will be considered non-responsive and excluded from further consideration.

1.25.1 The Jury Service Program requires Contractors and their Subcontractors to have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no

less than five 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.

- 1.25.2 There are two ways in which a Contractor might not be subject to the Jury Service Program: The first is if the Contractor does not fall within the Jury Service Program's definition of "Contractor". The Jury Service Program defines "Contractor" to mean a person, partnership, corporation or other entity which has a contract with the County or a Subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. The second is if the Contractor meets one of the two exceptions to the Jury Service Program. The first exception concerns small businesses and applies to Contractors that have 1) ten or fewer employees; and, 2) annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract is less than \$500,000, and, 3) is not an "affiliate or subsidiary of a business dominant in its field of operation". The second exception applies to Contractors that possess a collective bargaining agreement that expressly supersedes the provisions of the Jury Service Program. The Contractor is subject to any provision of the Jury Service Program not expressly superseded by the collective bargaining agreement.
- 1.25.3 If a Contractor does not fall within the Jury Service Program's definition of "Contractor" or if it meets any of the exceptions to the Jury Service Program, then the Contractor must so indicate in Appendix C, Required Forms, Exhibit 10, County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception, of this RFSQ 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.

1.26 Safely Surrendered Baby Law

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 attached hereto as Appendix H, Safely Surrendered Baby Law, of this RFSQ, and is also available on the internet at <http://www.babysafela.org> for printing purposes.

1.27 Notice to Vendors 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 Vendor 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 Vendor is in full compliance with Chapter 2.160 of the Los Angeles County Code by completing and submitting the form as set forth in Appendix C, Required Forms, Exhibit 6, Familiarity of the County Lobbyist Ordinance Certification, of this RFSQ as part of their SOQ.

1.28 Federal Earned Income Credit

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Appendix I, IRS Notice 1015, of this RFSQ.

1.29 Consideration of Hiring GAIN-GROW Participants

As a threshold requirement for consideration of a Master Agreement, Vendors 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. Vendors shall attest to a

willingness to provide employed GAIN/GROW participants access to the Vendor's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. Vendors who are unable to meet this requirement shall not be considered for a Master Agreement.

Vendors shall complete and return the form, Attestation of Willingness to Consider GAIN/GROW Participants, as set forth in Appendix C - Required Forms Exhibit 9, as part of their SOQ.

1.30 Recycled-Content Paper

Vendor shall be required to comply with the County's policy on recycled-content paper as specified in Appendix A, Model Master Agreement, Exhibit A, Additional Terms and Conditions, Section 32.0, Recycled-Content Paper, of this RFSQ.

1.31 Vendor's Adherence to County Child Support Compliance Program

Vendors shall 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation, as specified in Appendix A, Model Master Agreement, Exhibit A, Additional Terms and Conditions, Section 31.0, Contractor's Warranty of Adherence to County's Child Support Compliance Program, of this RFSQ. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant Contractor (County Code Chapter 2.202).

1.32 Local Small Business Enterprise (LSBE) Preference Program

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

- 1.32.2 To apply for certification as an LSBE, businesses should contact the Department of Consumer and Business Affairs at <http://dcba.lacounty.gov>
- 1.32.3 Certified Local SBEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.
- 1.32.4 Information about the State's small business enterprise certification regulations is in the California Code of Regulations, Title 2, Subchapter 8, Section 1896 et seq., and is also available on the California Department of General Services Office of Small Business Certification and Resources Web site at <http://www.pd.dgs.ca.gov/smbus/default>

1.33 Social Enterprise (SE) Preference Program

- 1.33.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a SE, consistent with Chapter 2.205 of the Los Angeles County Code. A SE is defined as:
 - 1) A business that qualifies as a SE and has been in operation for at least one year (1) providing transitional or permanent employment to a Transitional Workforce or providing social, environmental and/or human justice services; and
 - 2) A business certified by the Department of Consumer and Business Affairs (DCBA) as a SE.
- 1.33.2 The DCBA shall certify that a SE meets the criteria set forth in Section 1.35.1.
- 1.33.3 Certified SEs may only request the preference in each of their Work Order Bid responses and may not request the preference unless the certification process has been completed and certification is affirmed. Businesses must complete and submit the Request for Preference Program Consideration with each Work Order Bid response and submit a letter of certification from the DCBA with their bid.
- 1.33.4 Further information on SEs is also available on the DCBA's website at: <http://dcba.lacounty.gov>

1.34 SPARTA Program

A County program, known as 'SPARTA' (Service Providers, Artisan and Tradesman Activities) may be able to assist potential Contractors in obtaining affordable liability insurance. The SPARTA Program is administered by the

County's insurance broker, Municipality Insurance Services, Inc. For additional information, Vendors may call Municipality Insurance Services at (800) 420-0555, or can access their website directly at www.2sparta.com.

1.35 Defaulted Property Tax Reduction Program

1.35.1 The prospective Master 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 Appendix J, Defaulted Property Tax Reduction Program, of this RFSQ, and the pertinent provisions in Appendix A, Model Master Agreement, Exhibit A, Additional Terms and Conditions, Section 63.0, Warranty of Compliance with County's Defaulted Property Tax Reduction Program, and Section 64.0, Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, of this RFSQ, all of which are incorporated by reference into and made a part of this RFSQ. The Defaulted Tax Program applies to both Contractors and their subcontractors.

1.35.2 Vendors 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 Master Agreement that may be awarded pursuant to this solicitation or shall certify that they are exempt from the Defaulted Tax Program by completing Appendix C, Required Forms, Exhibit 12, Certification of Compliance with the County's Defaulted Property Tax Reduction Program, of this RFSQ. Failure to maintain compliance, or to timely cure defects, may be cause for termination of a Master Agreement or initiation of debarment proceedings against the non-compliant contractor (Los Angeles County Code, Chapter 2.202).

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

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

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

1.37 Disabled Veteran Business Enterprise (DVBE) Preference Program

1.37.1 In reviewing Work Order Bids, the County will give preference during the solicitation process to businesses that meet the definition of a DVBE, consistent with Chapter 2.211 of the Los Angeles County Code.

A DVBE vendor is defined as:

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

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

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

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

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

1.38 Confidentiality and Independent Vendor Status

As appropriate, Vendor shall be required to comply with the Confidentiality provision Section 3.0 and the Independent Contractor Status Provision, Section 41.0, both in Appendix A, Sample Master Agreement, Exhibit A, Additional Terms and Conditions.

1.39 Time Off for Voting

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide its employees, information regarding the time off for voting law (Election Code Section 14000). Not less than 10 days before every statewide election, every Contractor and subcontractor 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 1400.

2.0 INSTRUCTIONS TO VENDORS

This Section contains key project dates and activities as well as instructions to Vendors in how to prepare and submit their SOQs.

2.1 County Responsibility

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

2.2 Truth and Accuracy of Representations

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

2.3 RFSQ Timetable

2.3.1 The timetable for this RFSQ is as follows:

- Release of RFSQ..... Refer to Bulletin #1
- Request for a Solicitation Requirements Review Due.... Refer to Bulletin #1
- Written Questions Due..... Refer to Bulletin #1
- Questions and Responses Released Refer to Bulletin #1
- SOQ Initial Due Date Refer to Bulletin #1

2.3.2 The submittal date is an initial due date and those not received by that date may not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the qualifications listed. The solicitation will remain open until the needs of the Department are met.

2.3.3 In the event the Department's needs are met and the solicitation is closed, the solicitation may be reopened any time during the Term of the Master Agreement, at the Department's discretion, in order to meet any additional Department needs. In the event the solicitation is reopened, it will be publicized on the County's website.

2.4 Solicitation Requirements Review

2.4.1 Any person or entity may seek a Solicitation Requirements Review by submitting Appendix D, Transmittal Form to Request a Solicitation Requirements Review, of this RFSQ to the Department conducting the solicitation as described in this Section. A request for a Solicitation Requirements Review may be denied, in the Department's sole discretion, if the request does not satisfy all of the following criteria:

1. The request for a Solicitation Requirements Review is made within ten (10) Business Days of the issuance of the solicitation document; and
 2. The request for a Solicitation Requirements Review includes documentation, which demonstrates the underlying ability of the person or entity to submit a proposal; and
 3. The request for a Solicitation Requirements Review itemizes in appropriate detail, each matter contested and factual reasons for the requested review; and
 4. The request for a Solicitation Requirements Review asserts either that:
 - a. application of the minimum requirements, evaluation criteria and/or business requirements unfairly disadvantage the person or entity; or,
 - b. due to unclear instructions, the process may result in the County not receiving the best possible responses from prospective Vendor.
- 2.4.2 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 proposal due date.
- 2.4.3 All Requests for a Solicitations Requirements Review shall be submitted to:

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Irma Santana, Manager

2.5 Vendor Questions

- 2.5.1 Vendor may submit written questions regarding this RFSQ by mail, fax, or e-mail to the Contract Analyst identified below. All questions must be received by the date specified in Bulletin #1.
- 2.5.2 All questions, without identifying the submitting Vendor, will be compiled. Written answers will be provided as an addendum to this solicitation, and will be posted on the Department's Website at

http://www.lasdhq.org/lasd_contracts/info.html (underscore between “lasd” and “contracts”) by the date specified in Bulletin #1.

- 2.5.3 When submitting questions, specify the RFSQ section number, paragraph number, and page number and quote the language that prompted the question. This will ensure that the language in question can be quickly found in the RFSQ. The Department reserves the right to group similar questions when providing answers.
- 2.5.4 Any questions regarding the application of minimum requirements, review criteria and/or business requirements that would unfairly disadvantage Vendors or, due to unclear instructions, may result in the County not receiving the best possible responses from Vendor, should be addressed during the request for a Solicitation Requirements Review, Sub-section 2.4 above.
- 2.5.5 Written questions should be addressed to:

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Alex Madera, Contract Analyst
Fax Number: (213) 415-2931
E-mail address: amadera@lasd.org

2.6 Preparation and Format of the SOQ

All SOQs must be bound and submitted in the prescribed format. Any SOQ that deviates from this format may be rejected without review at the County's sole discretion. The content and sequence of the SOQ must be as follows:

- Vendor's Organization Questionnaire/Affidavit
- Table of Contents
- Vendor's Qualifications (Section A)
- Required Forms (Section B)
- Proof of Insurability (Section C)

Vendors must read this RFSQ carefully and follow all instructions, giving consideration to all requirements and requested documents as set forth herein when submitting their SOQs to ensure that errors or omissions do not cause Vendors to be eliminated from consideration.

Each SOQ must respond clearly and comprehensively to all requirements of the RFSQ. Any request lacking a response will be considered “non-responsive.”

Failure to comply with the SOQ instructions may disqualify the SOQ. Noncompliant, inadequate, incomplete, or otherwise non-responsive SOQs may, in County's sole discretion, result in disqualification or elimination.

County reserves the sole right to judge the content and presentation of the SOQs. Any SOQ that deviates from the format, sequence, content, or submission procedure may be rejected without review, in County's sole discretion.

2.6.1 Vendor's Organization Questionnaire/Affidavit

Vendor shall complete, sign, and date Appendix C, Required Forms, Exhibit 1, Vendor's Organization Questionnaire/Affidavit, of this RFSQ. The person signing the form must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement. This form shall be the first page of the SOQ and must include supporting documentation as stated under "Additional Instructions" on page 3 of Exhibit 1, Vendor's Organization Questionnaire/Affidavit, of this RFSQ.

2.6.2 Table of Contents

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

2.6.3 Vendor's Qualifications (Section A)

Vendor must provide sufficient detail and documentation to demonstrate that Vendor has the qualifications and experience to perform the required services. The following sections must be included in Section A of the SOQ:

A. Vendor's Background and Experience (Section A.1)

Vendor must provide a summary of relevant background information to demonstrate that they meet and/or exceed the Minimum Mandatory Qualifications stated in Sub-section 1.4, Vendor's Minimum Mandatory Qualifications – Psychiatric Services, and/or Sub-section 1.5, Vendor's Minimum Mandatory Qualifications – Psychological Services, of this RFSQ and have the capability to perform the required services as a corporation or other entity. Vendor must include the following information in the summary:

- Vendor must describe in detail how they are trained to provide the required services.

- Vendor must demonstrate the capacity to perform the required services.
 - Vendor must provide the names, addresses, and telephone numbers of all persons authorized to represent and bind the Vendor.
- B.** Depending on the services for which Vendor seeks to qualify, Vendor shall include one of the following sections as Section A.2 of the SOQ.

Psychiatrist: Vendor's Diploma and Board Certification (Section A.2)

If seeking to qualify to perform psychiatric services, Vendor shall provide copies of the following documents:

- Diploma from an accredited medical school, including the name of medical school and year graduated;
- Diploma from an accredited psychiatric residency program, including the name and location of medical school and year graduated;
- Board certification from the American Board of Psychiatry and Neurology and the year of board certification.

Psychologist: Vendor's Diploma and License (Section A.2)

If seeking to qualify to perform psychological services, Vendor shall provide copies of the following documents:

- Diploma (doctorate in psychology or related field) from an accredited institution and the name of graduate or professional school and year graduated;
- Psychologist's license from the state of California.

C. Litigation (Section A.3)

Vendor shall identify by name, case, and court jurisdiction any pending litigation in which Vendor is involved. Vendor shall identify any threatened litigation against Vendor in the past five (5) years. Vendor shall identify any judgments against Vendor in the past five (5) years. Vendor shall provide a statement describing the size and scope of any pending litigation, threatened litigation, or judgments against the Vendor or principals of the Vendor.

Failure or refusal to report pending litigation, threatened litigation, or judgments may result in Vendor being found non-responsive, and the

SOQ may be eliminated from future review at County's absolute and sole discretion.

If Vendor has no pending litigation, threatened litigation, or judgments, then a statement stating so must be provided in this section.

D. Vendor's References (Section A.4)

It is Vendor's sole responsibility to ensure that the firm's name, point of contact's name, title and telephone number for each reference is accurate and complete. The same references may be listed on both Appendix C, Required Forms, Exhibit 2, Prospective Contractor References, of this RFSQ and Appendix C, Required Forms, Exhibit 3, Prospective Contractor List of Contracts, of this RFSQ.

County may disqualify a Vendor, in its sole discretion, if:

- References fail to substantiate Vendor's description of the services provided; or
- References fail to support that Vendor has the required experience and/or skills in providing psychiatric and/or psychological services; or
- The Department is unable to reach the point of contact with reasonable effort (three [3] attempts). It is the Vendor's responsibility to inform the point of contact that reference checks will be conducted during normal business hours.

Vendor must complete and include Appendix C, Required Forms, Exhibit 2, Prospective Contractor References, Exhibit 3, Prospective Contractor List of Contracts, and Exhibit 4, Prospective Contractor List of Terminated Contracts, of this RFSQ in Section A.4 of the SOQ.

- Prospective Contractor References, Exhibit 2
If seeking to qualify to perform psychiatric services, Vendor must provide references verify one (1) year of experience providing psychiatric services to meet the Minimum Mandatory Qualifications in Sub-section 1.4, Vendor's Minimum Mandatory Qualifications - Psychiatric Services, of this RFSQ.

If seeking to qualify to perform psychological services, Vendor must provide references to verify one (1) year of experience providing psychological services to employees of a public safety agency to meet the Minimum Mandatory Qualifications in Sub-section 1.5, Vendor's Minimum Mandatory Qualifications, of this RFSQ.

The Department will only contact as many references as needed to verify Vendor meets the Minimum Mandatory Qualifications in Sub-sections 1.4 and 1.5 of this RFSQ, and has the required experience and/or skills in providing psychiatric and psychological services. (Contact person for references must be able to answer questions related to service provided).

- Prospective Contractor List of Contracts, Exhibit 3
The list must include all public entities and County contracts for the last three (3) years. Use additional sheets if necessary.
- Prospective Contractor List of Terminated Contracts, Exhibit 4
The list must include contracts terminated within the past three (3) years with a reason for termination.

2.6.4 Required Forms (Section B)

The SOQ shall include the following forms as provided in Appendix C, Required Forms, of this RFSQ. Vendor shall complete, sign, and date all forms. The person signing all forms must be authorized to sign on behalf of the Vendor and to bind the Vendor in a Master Agreement. Forms may be expanded, as necessary, to provide complete responses.

Exhibit 5 Certification of No Conflict of Interest

Vendor must certify that no employee who prepared or participated in the preparation of the SOQ is within the purview of County Code Section 2.180.010. Vendor must sign and submit this form with the SOQ.

Exhibit 6 Familiarity with the County Lobbyist Ordinance Certification

Vendor must certify that Vendor is familiar with the requirements of the County Lobbyist Ordinance and that all persons acting on behalf of the Vendor comply with the ordinance during the RFSQ process and otherwise. Vendor must sign and submit this form with the SOQ.

Exhibit 7 Los Angeles County - Request for Preference Program Consideration

Vendor shall complete the form and attach it and the Local LSBE Certification letter issued by the Los Angeles County Office of Affirmative Action Compliance to the SOQ. Note:

Vendor must already be certified as a Local LSBE prior to SOQ submission to be eligible to request consideration for the Prompt Payment Program.

Exhibit 8 Vendor's EEO Certification

Vendor must certify compliance with Equal Employment Opportunity laws, regulations and policies. Vendor must sign and submit this form with the SOQ.

Exhibit 9 Attestation of Willingness to Consider GAIN/GROW Participants

Vendor must demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Vendor shall also attest to a willingness to provide employed GAIN/GROW participants access to Vendor's employee mentoring program, if available. Vendor must sign and submit this form with SOQ.

Exhibit 10 County of Los Angeles Contractor Employee Jury Service Program Certification Form and Application for Exception

Vendor shall complete and submit this form with the SOQ. If Vendor is requesting an exception to this program, Vendor shall submit all necessary documents to support the request.

Exhibit 11 Certification of Compliance with the County's Defaulted Property Tax Reduction Program

Vendor must complete and submit this form with the SOQ.

Exhibit 12 Signature Page of Master Agreement

Vendor's submission of a signed signature page constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Master Agreement, which are non-negotiable.

2.6.5 Proof of Insurability (Section C)

Vendor must provide proof of insurability that meets all insurance requirements set forth in Appendix A, Model Master Agreement, Exhibit A, Additional Terms and Conditions, Section 13.0, Indemnification and Insurance, of this RFSQ. If a Vendor does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Vendor be selected to receive a contract award must be submitted with the SOQ.

2.7 SOQ Submission

The original SOQ and two (2) numbered copies shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Vendor and bear the words: **“SOQ FOR PSYCHIATRIC AND PSYCHOLOGICAL SERVICES”**.

The SOQ and any related information shall be delivered or mailed to:

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Alex Madera, Contract Analyst

It is the sole responsibility of the submitting Vendor to ensure that its SOQ is received before the submission deadline. The submission date is an initial due date and those not received by that date may not be reviewed initially; however, they may be reviewed at a later date to determine if they meet the qualifications listed in this RFSQ. The solicitation will remain open until the needs of the Department are met.

Submitting Vendors 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.

2.8 Acceptance of Terms and Conditions of Model Master Agreement

Vendor understands and agrees that submission of the SOQ constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Appendix A, Model Master Agreement, of this RFSQ. Signature by Vendor on Appendix C, Required Forms, Exhibit 13, Signature Page of Master Agreement, of this RFSQ constitutes acceptance by Vendor of all terms and conditions set forth in Appendix A, Model Master Agreement, of this

RFSQ. The terms and conditions of the Model Master Agreement are not negotiable.

2.9 SOQ Withdrawals/Corrections

Vendor may withdraw its SOQ at any time prior to the date and time which is set forth herein as the deadline for acceptance of SOQs, upon written request for same to:

Los Angeles County Sheriff's Department
Fiscal Administration – Contracts Unit
Hall of Justice
211 West Temple Street, 6th Floor
Los Angeles, California 90012
Attention: Irma Santana, Manager

Vendors that wish to re-submit a corrected SOQ, or a correction to any component of the SOQ, must do so before the initial submission deadline stated in Sub-section 2.3, RFSQ Timetable, of this RFSQ. Resubmitted corrections to SOQs submitted after the initial deadline may not be reviewed initially, however, they may be reviewed at a later date to determine if they meet the qualifications listed in the RFSQ.

If County determines at any time that there are one or more errors (e.g. clerical or arithmetic errors) or missing information in any submitted SOQ, County, in its sole discretion, may request in writing that the particular Vendor submit a written correction of the applicable portions of its SOQ within a County-specified time period and in compliance with all County instructions as set forth in the request, including regarding content and format. Vendor understands and agrees that any such correction shall be limited to correcting errors or submitting missing information identified by County, shall comply with all County instructions as set forth in the request, and shall be considered part of the SOQ for all purposes including SOQ evaluation. If Vendor fails to submit such correction or missing information within the County-specified time period, the SOQ shall stand as written and may result in SOQ being disqualified or rejected.

3.0 SOQ REVIEW/QUALIFICATION/SELECTION PROCESS

3.1 Review Process

County will conduct a comprehensive, fair, and impartial review of the SOQs received in response to this RFSQ. The review process will include the following steps:

3.1.1 **Adherence to Minimum Mandatory Qualifications**

County shall review Appendix C, Required Forms, Exhibit 1, Vendor's Organization Questionnaire/Affidavit, and the appropriate supporting documentation to determine if the Vendor meets the Minimum Mandatory Qualifications as outlined in Sub-section 1.4, Vendor's Minimum Mandatory Qualifications – Psychiatric Services, of this RFSQ or Sub-section 1.5, Vendor's Minimum Qualifications – Psychological Services, of this RFSQ.

Failure of the Vendor to meet the Minimum Mandatory Qualifications may eliminate its SOQ from any further consideration. County may elect to waive any informality in a SOQ if the sum and substance of the SOQ is present.

3.1.2 **Vendor's Qualifications**

County's review will include the following:

- A review of Vendor's Background and Experience as provided in Section A.1 of the SOQ
- If seeking to qualify to perform psychiatric services, a review of Vendor's diploma from an accredited medical school, diploma from an accredited psychiatric residency program, and board certification from the American Board of Psychiatry and Neurology as provided in Section A.2 of the SOQ.

or

If seeking to qualify to perform psychological services, a review of Vendor's diploma (doctorate in psychology or related field) from an accredited institution, and a copy of psychologist's license from the state of California as provided in Section A.2 of the SOQ.

A review to determine the magnitude of any pending litigation, threatened litigation, or judgments against Vendor as provided in Section A.3 of the SOQ.

A review of Vendor's References as provided in Section A.4 of the SOQ. The review will verify Vendor meets the Minimum Mandatory Qualifications in Sections 1.4 and 1.5 of this RFSQ, has the required experience and/or skills in providing continuing pattern of capable services, a review of County's Contract Database, if applicable, reflecting past performance history on County contracts, and a review of terminated contracts.

3.1.3 Required Forms

A review of all forms listed in Sub-section 2.6.4, Required Forms (Section B), of this RFSQ, which must be included in Section B of the SOQ.

3.1.4 Proof of Insurability

County will review Vendor's proof of insurability documents provided in Section C of the SOQ.

3.2 Disqualification Review

A vendor 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 a Vendor is disqualified due to non-responsiveness, the Department shall notify the Vendor in writing.

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

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

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

The Disqualification Review shall be completed and the determination shall be provided to the requesting vendor, in writing, prior to the conclusion of the evaluation process.

3.3 Qualification/Selection Process

The Department will generally select Vendors that have experience in providing Psychiatric and Psychological Services. However, in order to ensure the Department has at its disposal a varied pool of Qualified Contractors, the

Department may offer Master Agreements to Vendors that offer a narrow scope of services in more highly specialized areas.

3.4 Master Agreement Award

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

The Sheriff will execute a Master Agreement approved by the County Board of Supervisors with each selected Vendor.