

**REQUEST FOR STATEMENT OF INTEREST  
FOR  
GENERAL RELIEF  
PHYSICAL HEALTH DISABILITY ASSESSMENT SERVICES  
AND  
COMPREHENSIVE PHYSICAL HEALTH DISABILITY EVALUATION SERVICES**

COUNTY OF LOS ANGELES  
DEPARTMENT OF PUBLIC SOCIAL SERVICES  
CONTRACT MANAGEMENT DIVISION  
12900 Crossroads Parkway South  
City of Industry, CA 91746-3411

Issued: February 9, 2011

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**REQUEST FOR STATEMENT OF INTEREST**  
General Relief Physical Health Disability Assessment Services and  
Comprehensive Physical Health Disability Evaluation Services

**1.0 PURPOSE OF REQUEST FOR STATEMENT OF INTEREST**

- 1.1 The purpose of this Request for Statement of Interest (RFSI) is to determine the extent of interest from qualified agencies in providing the services listed in Section 5.0 SERVICES.
- 1.2 This RFSI is issued solely for information and planning purposes. It does not constitute a competitive solicitation or a promise to issue a competitive solicitation in the future. This RFSI does not commit the County of Los Angeles (County) to contract for any services whatsoever. The County will not pay for any information or administrative costs received or incurred in response to this RFSI. However, the County reserves the right to select one or more agencies with demonstrated capability to provide the requested services as part of this RFSI process.
- 1.3 The County of Los Angeles Department of Public Social Services (DPSS) seeks only one qualified agency to provide both the Physical Health Disability Assessment services and Comprehensive Physical Health Disability Evaluation services per General Relief (GR) District, with no more than fourteen (14) agencies, Countywide. A qualified agency must submit a single original Statement of Interest and one hard copy for one or up to all fourteen (14) GR Districts, Countywide and indicate in Attachment A, attached hereto and incorporated herein by this reference, which GR District(s) it expresses an interest in providing services. See Attachment B for the 14 GR District boundaries and the address of each GR District Office.

**2.0 PURPOSE OF PHYSICAL HEALTH DISABILITY ASSESSMENTS AND COMPREHENSIVE PHYSICAL HEALTH DISABILITY EVALUATIONS**

- 2.1 The purpose of Physical Health Disability Assessments is to replace the current employability screenings with enhanced medical disability assessments for GR applicants/participants who self-disclose an inability to work due to a physical incapacity based on referral by DPSS. Currently, a monthly average of 10,000 employability screenings is conducted by the employability screening contractor. Attachment C reflects the monthly screenings conducted for October 2010, November 2010 and December 2010.
- 2.2 The purpose of Comprehensive Physical Health Disability Evaluations is to perform comprehensive physical health disability evaluations for permanently disabled GR participants in need of additional documentation to support their Supplemental Security Income (SSI) applications. Permanently disabled refers to a physical impairment or combination of impairments that causes marked and severe functional limitations, that can be expected to cause death or that has lasted or can be expected to last for a continuous period of not less than 12 months. DPSS projects a

monthly range of 220 to 440 Comprehensive Physical Health Disability Evaluations.

### 3.0 BACKGROUND

- 3.1 The DPSS serves an ethnically and culturally diverse community through programs designed to both alleviate hardship and promote health, personal responsibility and economic independence. Included in the programs operated by DPSS is the GR Program. The GR Program is a County-funded program that provides financial assistance to indigent adults who are ineligible for federal or State programs.
- 3.2 Central to the GR Program is the tenet that those who are physically and emotionally capable of work should work. As such, the GR Program requires applicants/participants to be medically screened for "employability status." To that end, the Program includes the following "employability status classifications:
- 3.2.1 GR applicants/participants who are designated as "Employable" are participants with no medical conditions that would prevent employment. An "employable" participant may include a person who is able to work only upon certain restrictions or with the provision of accommodations. GR participants with an "employable" status may receive GR for nine (9) out of 12 months, provided that they comply with the requirements of the General Relief Opportunities for Work (GROW) Program. This program offers employment and training services to employable "participants" and is designed to help GR participants obtain jobs and achieve self-sufficiency.
- 3.2.2 GR applicants/participants who are designated as "Unemployable" are participants who have one or more medical conditions, either temporary or permanent, that affect their ability to work. GR benefits are not time-limited for GR participants with an "unemployable" status. To be "permanently disabled" a GR applicant/participant must demonstrate a physical impairment or combination of impairments that causes marked and severe functional limitations, that can be expected to cause death or that has lasted or can be expected to last for a continuous period of not less than 12 months.
- 3.3 On February 9, 2010, the County of Los Angeles Board of Supervisors (Board) approved a comprehensive plan to restructure the GR Program. The plan will enhance programs to serve the County's indigent population with the collaboration of various County departments, including the Los Angeles County Department of Health Services (DHS). The plan includes providing physical health disability assessments and comprehensive physical health disability evaluations through contracted health care providers for fourteen (14) GR District Offices, Countywide.

- 3.4 Concurrent with the GR restructuring, but separate from that effort, the Los Angeles County Department of Health Services (DHS) is participating in a Medicaid Demonstration Project, authorized by the Centers for Medicare and Medicaid Services, and granted to the State of California.
- 3.4.1 The Demonstration Project, commonly known as "California's Bridge to Reform" is intended to permit Los Angeles County, and other participating, California counties, the opportunity to begin to re-structure their health care delivery systems in anticipation of the implementation of the Affordable Care Act (also known as Health Care Reform) in 2014.
- 3.4.2 At this time, DHS estimates that 59,000 GR participants also receive health care services from DHS or from one of its contracted clinic providers. Much of this care is provided on an episodic, non-routine basis, complicating the ability of DHS to stabilize the care for these patients and their medical conditions.
- 3.4.3 The timing of GR restructuring with the arrival of the Demonstration Project allows the County of Los Angeles a unique opportunity to gauge how it might transition its GR population into on-going, stable medical care at DHS or at one of its contracted clinic sites. Under the Demonstration Project, qualified users of DHS services, which may include the GR population, are to be assigned "medical homes" which effectively will be responsible for managing and providing all aspects of a DHS client's outpatient medical care and for coordinating the provision of medically necessary inpatient care.
- 3.4.4 Like many recipients of DHS services, it is anticipated that the GR population will require intensive, outpatient medical care as well as extensive care coordination. Such coordination may require substance abuse treatment referrals and mental health evaluation and referral services, as well as linkages to employment programs and social services, including transitional or temporary housing and the federal SSI Program. As such, providers of service to this population, and under this RFSI, must be able to provide all services set forth in Section 5.0 and to meet all minimum qualifications set forth in Section 6.0.

#### **4.0 FUNDING**

Physical Health Disability Assessment services and Comprehensive Physical Health Disability Evaluation services are targeted for implementation effective May 1, 2011 and will be funded by 50% Net County Cost. The remaining 50% will be federally-funded through the County Services Block Grant-Health Related (CSBG-HR).

## 5.0 SERVICES

DPSS is looking for interested and qualified agencies to demonstrate a clear understanding of the targeted population and its needs and that can provide the following services:

### 5.1 Physical Health Disability Assessment Services

5.1.1 Implement a physical health disability assessment process, in which a physical exam is administered to assess the disability of GR applicants/participants, medical condition(s) and functional limitations, identify and document the disabilities of each GR applicant/participant are identified and documented, designate an appropriate program path for the applicant/participant, and make recommendations of additional needed services for disabled participants. Program paths must include one of the following designations:

1. Designation of employable and referral to employment services.
2. Designation of temporarily unemployable.
3. Designation of permanently unemployable.
4. Designation of unemployable with accommodations.
5. Designation of employable with accommodations.

5.1.2 In working with GR applicants/participants, establish medical evidence, based not only on the individual's statement of symptoms but also upon a medical assessment that includes the results of a physical health examination, review of medical history, signs, symptoms, and laboratory findings.

5.1.3 Gather information about the GR applicants/participants medical history and lifestyle, conduct laboratory tests (if applicable), and screen for disease (if applicable). These elements constitute the data on which a diagnosis and the designated program path will be recommended.

5.1.4 Complete a Physical Health Disability Assessment write-up that includes, but is not limited to, documentation of the GR applicant/participant's medical history medical observations, prognosis, program path and disability status recommendation, and service referral(s).

5.1.5 Ensure that all health care professionals maintain up-to-date credentials, licensing, and knowledge and skill levels in accordance with requirements of Physical Health Disability Assessment services. Health care professionals must demonstrate knowledge and have experience in providing health services to indigent and/or homeless populations, and in assessing and thoroughly documenting their medical conditions, physical impairments/disabilities, documenting thorough findings, and clearly expressing prognoses, and health care needs.

## 5.2 Comprehensive Physical Health Disability Evaluation Services

- 5.2.1 Implement Comprehensive Physical Health Disability Evaluation Services, which include an extensive approach to thoroughly identifying, documenting and providing evidentiary support of the medical conditions and diagnoses, prognoses, and functional limitations of permanently disabled GR participants and retrieving history and past and current treatment information for participants who have applied for or intend on applying for SSI benefits. Referrals for the comprehensive physical health disability evaluation will be initiated by the County.
- 5.2.2 Complete a Comprehensive Physical Health Disability Evaluation write-up must substantiate and provide the medical evidence required to support the GR participants' permanent disability claim and their application for SSI benefits. The comprehensive physical health disability evaluation write-up shall include, but not be limited to, thorough documentation of an in-depth medical history and physical, medical observations diagnosis; prognosis, specialized examinations; laboratory findings; recommended treatment, and written letter to Social Security Administration (SSA) that describe participants' disabling condition(s), physical impairments, and functional limitations in support of participants SSI applications.
- 5.2.3 Ensure that all health care professionals maintain up-to-date credentials, licensing, and knowledge and skill levels in accordance with requirements of Comprehensive Physical Health Disability Evaluation services. Health care professionals must demonstrate knowledge and have experience in providing health services to indigent or homeless populations, and in assessing and thoroughly documenting their medical conditions, physical impairments/disabilities, prognoses, and health care needs.
- 5.3 Ensure Physical Health Disability Assessment services and Comprehensive Physical Health Disability Evaluation services are flexible and meet the needs of the targeted population, including the provision of both walk-in and scheduled visits.
- 5.4 Ensure adherence to all laws and regulations related to client consents, authorizations and privacy of health care, mental health care and personal health information. Ensure that appropriate consents and authorizations are completed in order to communicate with and/or collaborate on behalf GR participants and to release or obtain personal or protected health information regarding the referred participant.

## 6.0 **QUALIFIED AGENCIES**

To qualify, at the time of response to the RFSI, an agency must certify that it currently meets the following minimum qualifications:



- 6.1 Agency must meet and indicate in Attachment A, the qualification of Federally Qualified Health Center (FQHC) or FQHC look-alike. Terms as defined:

### FQHC

A FQHC is a community-based health organization. An FQHC provides comprehensive primary health, oral and mental health/substance abuse services to persons in all stages of the life cycle. FQHCs include all organizations receiving grants under Section 330 of the Public Health Service Act and certain tribal organizations.

### FQHC Look-Alike

"FQHC Look-Alikes" are health centers that receive cost-based reimbursement for their Medicaid services, but do not receive malpractice coverage under Federal Tort Claims Act (FTCA) or a cash grant, and:

- Do not receive 330 funding but operate and provide services similar to 330 grant funded programs.
- Are non-profit organizations governed by users.
- Are not controlled or owned by another entity.
- Serve whole or part of a federally designated Medically Underserved Area (MUA) or Medically Underserved Population (MUP).
- Meet the statutory, regulatory and program requirements for 330 grantees.
- Are open at least 32 hours per week.
- Provide same primary care services as regular FQHC.
- Assure that all required services are available to all persons.
- Have a sliding fee scale,
- Have a Chief Executive Officer (CEO) directly employed by the health center.
- Have management information systems and billing procedures in place.
- Conduct an annual independent financial audit.
- Are or have applied to be a Medicaid and Medicare provider.

- 6.2 Agency must have had an office or clinic site within each GR District boundary for the last 12 months prior to the submission of its response to this RFSI for each of the fourteen (14) GR Districts for which it expresses an interest in providing services. Agency must include the address of each office or clinic site.

- 6.3 Agency must provide its servicing and staffing plan for the proposed to have a health care team, supervised by an on-site physician. Clerical support is also required on-site.

- 6.4 Agency must complete and submit Attachment D, Agency References and for each of five (5) references complete Attachment E, Agency Release Form to verify the Agency's level and type of experience requested in



Subsection 6.6, 6.7 and 6.8 below. It is the Agency's sole responsibility to ensure that the reference firm's name and point of contact's name, title, and phone number for each reference is accurate and up-to-date at time of RFSI submission. County is not responsible if unable to reach point of contact with reasonable effort.

- 6.5 Agency must accept as stated and comply with all the terms, conditions and requirements in the Standard Terms and Conditions (Attachment F).
- 6.6 Agency must have and indicate in Attachment A, a minimum of three (3) years experience within the last five (5) years directly providing health services to the County's indigent or homeless populations and have experience with documenting their permanent or long-term disabilities for these individuals in support of their SSI applications.
- 6.7 Agency must be able to provide the Physical Health Disability Assessment Services and the Comprehensive Physical Health Disability Evaluation Services listed in Section 5.0 SERVICES and in the Statement of Work (Attachment G).
- 6.8 Agency must certify in writing that it will not subcontract any or all of the Physical Health Disability Assessment Services and any or all of the Comprehensive Physical Health Disability Evaluation Services listed in Section 5.0 SERVICES and in the Statement of Work (Attachment G).

## **7.0 REQUEST AND FORMAT FOR STATEMENT OF INTEREST TO ENSURE FULL CONSIDERATION BY THE COUNTY**

The County is requesting Statements of Interest (SOI) from qualified agencies to provide the services requested. Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services will be administered by one qualified agency per GR District, with no more than fourteen (14) agencies, Countywide.

An agency must submit a single original SOI and one hard copy for one or up to all fourteen (14) GR Districts if expressing interest in more than one GR District. An agency may be selected to provide Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services for more than one (1) GR District.

To ensure full consideration by the County, interested parties are required to submit a written SOI not to exceed fifteen (15) pages (including all attachments) in English, utilizing Arial font size 12 with one inch margins on all sides of the page and even spaces between the lines, e.g., double space in the following format:

### **7.1 Introduction Letter**

The introduction letter should be on the Agency's letterhead, brief, concise, and must be typed. The introduction letter must include: (1) Agency's Full Legal Name, (2) Type of Entity, (FQHC or FQHC Look-

Alike), (3) Name and Title of the person authorized to make representations for the firm, (4) Mailing Address and (5) Contact Person's Name, Phone and Fax Number, and E-mail Address.

## 7.2 Interested Party's Experience and Capabilities

Interested parties must provide the following:

- (1) Attachment A – Required General Relief (GR) District Designation Sheet, completed and signed;
- (2) Attachment D – Agency References completed;
- (3) Attachment E – Agency Release Form completed and signed;
- (4) Their history of providing the services requested;
- (5) How they plan to provide and implement the services listed in Section 5.0 SERVICES and all the tasks listed in the Statement of Work (Attachment G);
- (6) How they meet the minimum qualifications listed in Section 6.0 QUALIFIED AGENCIES.

## 7.3 Costs

An Agency must provide and indicate in Attachment A, a cost of up to \$90 for the completion of the Physical Health Disability Assessment and write-up for each GR applicant/participant and a cost of up to \$300 for the completion of the Comprehensive Physical Health Disability Evaluation and write-up as specified in Section 5.0 SERVICES above and the Statement of Work (Attachment G).

**False, misleading, incomplete, deceptively unresponsive statements and missing documents/exhibits in connection with an SOI must be sufficient causes for rejection of an agency's SOI.**

## 8.0 DEADLINE FOR SUBMISSION OF STATEMENT OF INTEREST

The County is interested in written submissions from qualified agencies with the capability to offer the services requested by **February 28, 2011 at 12:00 PM, MONDAYS THROUGH THURSDAYS only, except for County observed Presidents Day on Monday, February 21, 2011.** Late Statements of Interest will not be accepted. Please send all Statements of Interest to the following address:

County of Los Angeles  
Department of Public Social Services  
Contract Management Division  
12900 Crossroads Parkway South-2<sup>nd</sup> Floor  
City of Industry, CA 91746-3411  
Attention: Cathy Robinson

The outside of the envelope should be labeled as follows:

“GR Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services: Statement of Interest”

**DISCLAIMER:**

**NOTHING IN THIS DOCUMENT MUST BE CONSTRUED AS OBLIGATING THE COUNTY TO ISSUE AN RFP, RFSQ OR NEGOTIATE A CONTRACT FOR DPSS.**

The RFSI is issued solely for the purpose of collecting information and for planning purposes. It does not constitute a solicitation for contracting, and should not be construed as a Request for Proposals or a Request for Statement of Qualifications. All information received in response to this RFSI must become the exclusive property of the County. The DPSS reserves the right to incorporate into any future solicitation or contract, information or ideas that are found in the responses to this RFSI. Moreover, all responses to this RFSI must become matter of public record, and must be regarded as such. Exceptions will be those elements marked “trade secret,” “confidential,” or “proprietary” as described in the California Government Code, Section 6250 et seq. (Public Records Act). The County must not in any way be liable or responsible for the disclosure of such records, without limitation and including those so marked, if disclosure is required by law, or by an order of a court of competent jurisdiction.

**Required General Relief (GR) District Designation Sheet**

The undersigned offers to furnish all personnel and materials for the provision of GR Physical Health Disability Assessments services and Comprehensive Physical Health Disability Evaluations services as specified in Section 5.0 Services and the Statement of Work (Attachment G). The following identifies the General Relief District Office for which this Statement of Interest (SOI) is submitted.

General Relief District	GR Districts where Agency wants to provide services		Office/Clinic Site within GR District Boundary (6.2)		# of Years of Experience, Agency has within the last five years (6.6)	Cost for Completion and Write-Up (7.3)	
	YES	NO	YES	NO		Disability Assessment	Comprehensive Evaluation
Civic Center District							
Metro East							
Wilshire Special							
Rancho Park							
South Special							
Metro Special							
Glendale							
Pasadena							
San Gabriel Valley							
Pomona							
Southwest Special							
South Central							
San Fernando Valley							
Lancaster							

The undersigned offers to provide the specified services for Los Angeles County as indicated in the above designated GR Districts and accepts all the, conditions and requirements in the Standard Terms and Conditions (Attachment F).

\_\_\_\_\_  
Company Name and Indicate whether FQHC Agency or FQHC Look-Alike Agency

\_\_\_\_\_  
Print Authorized Signer's Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
and Date



## GR DISTRICT OFFICE BOUNDARIES – LOS ANGELES COUNTY

A map of the 14 GR District boundaries follows the narrative description below of each GR District boundary.

### **Region I (Civic Center and Metro East Districts)**

Civic Center District, 813 E. Fourth Pl., Los Angeles, CA 90013

The Civic Center District boundary area includes the central Los Angeles area, including downtown Skid Row. On the north border extends to the 101 Hollywood Freeway. On the western border includes Alvarado Street and San Pedro Street. On the eastern border extends to South Mission Road, and its southern border extends to Slauson Avenue.

Metro East, 2855 E. Olympic Blvd., Los Angeles, CA 90023

The Metro East District boundary area includes portion of the City of Los Angeles, the cities of Bell, Maywood, Vernon, Huntington Park, and touches the City of Monterey Park to the east, as well as the unincorporated areas.

On the north, the district extends to the San Bernardino Freeway, and to the City of South Gate on the south. The western boundaries are the Golden State Freeway, the Los Angeles River, and Alameda Avenue. The western boundaries separate the East Los Angeles community from the central and greater Los Angeles area.

### **Region II (Wilshire Special and Rancho Park)**

Wilshire Special, 2415 W. 6<sup>th</sup> St., Los Angeles, CA 90057

The Wilshire Special District services the communities of Echo Park, Silver Lake, Hollywood and part of central Los Angeles.

Rancho Park, 11110 W. Pico Blvd, Los Angeles, CA 90064

The Rancho Park District services the West Los Angeles area. The district services an area that stretches from Mulholland Drive on the north to Florence Avenue on the south and from Crenshaw Boulevard on the east to the Pacific Ocean on the west.

### **Region III (South Special)**

South Special, 17600 "B" Sante Fe Ave, Rancho Dominguez, CA 90221

The district boundaries are Compton, Lynwood, part of Bell, and Santa Fe Springs to the north, Orange County, Hawaiian Gardens, Cerritos, La Mirada, La Habra and La Habra Heights to the east, the Pacific Ocean from Hollywood Rivera to Belmont Shores, including Santa Catalina Island to the south, and Torrance (South of Sepulveda), Harbor City, Carson, and Rancho Dominguez to the west.

**Region IV (Metro Special)**

Metro Special, 2707 S. Grand Ave., Los Angeles, CA 90007

The district serves the South Central metropolitan area of Los Angeles. Its boundaries extend to San Pedro Street to the east, Slauson Avenue to the South, west of the Civic Center District boundaries, Olympic Boulevard to the North and La Cienega Boulevard to the west.

**Region V (Glendale and Pasadena)**

Glendale, 4680 San Fernando Rd., Glendale, CA 91204

The district serves the Cities of Glendale, Burbank, La Canada Flintridge, La Crescenta-Montrose, Tujunga, Sylmar, Sun Valley. It also serves parts of Sunland and North Hollywood.

Pasadena, 955 N. Lake Ave., Pasadena, CA 91104

Pasadena District serves the communities of Pasadena, South Pasadena, San Marino, Arcadia, Altadena, Sierra Madre and Monrovia.

**Region VI (San Gabriel Valley and Pomona)**

San Gabriel Valley, 3352 Aerojet Ave., El Monte, CA 91731

The district serves the communities of Alhambra, San Gabriel, and Temple City and parts of Arcadia, El Monte, Monrovia, Monterey Park, and Rosemead.

Pomona, 2040 W. Holt Ave., Pomona, CA 91768

The district services the communities of Pomona, Claremont, San Dimas, La Verne, Azusa, Covina, West Covina, Glendora, Walnut, Diamond Bar, and Rowland Heights.

**Region VII (Southwest Special and South Central)**

Southwest Special, 1819 W. 120<sup>th</sup> St., Los Angeles, CA 90047

The district boundaries extend on the north from the cities of Inglewood and Westchester to the west communities of Manhattan Beach, Hermosa Beach, and Marina del Rey. South and east boundaries extend to the cities of Hawthorne, Lawndale and Torrance.

South Central, 10728 S. Central Ave., Los Angeles, CA 90059

The South Central District serves the South Central Los Angeles area. Its boundaries extend to South Figueroa Street to the west, South Alameda Street to the east, 92<sup>nd</sup> Street to the north and East El Segundo Boulevard to the south.

**Region VIII (San Fernando Valley and Lancaster)**

San Fernando Valley, 9188 Glenoaks Blvd., Sun Valley, CA 91352

The district provides services to the greater San Fernando Valley area. Covered by its boundaries are the cities of Northridge, Santa Clarita, Granada Hills, Chatsworth, Pacoima, North Hills, Panorama City, Van Nuys, Encino, Reseda, Tarzana, Winnetka, Woodland Hills, Canoga Park, West Hills and part of Calabasas.

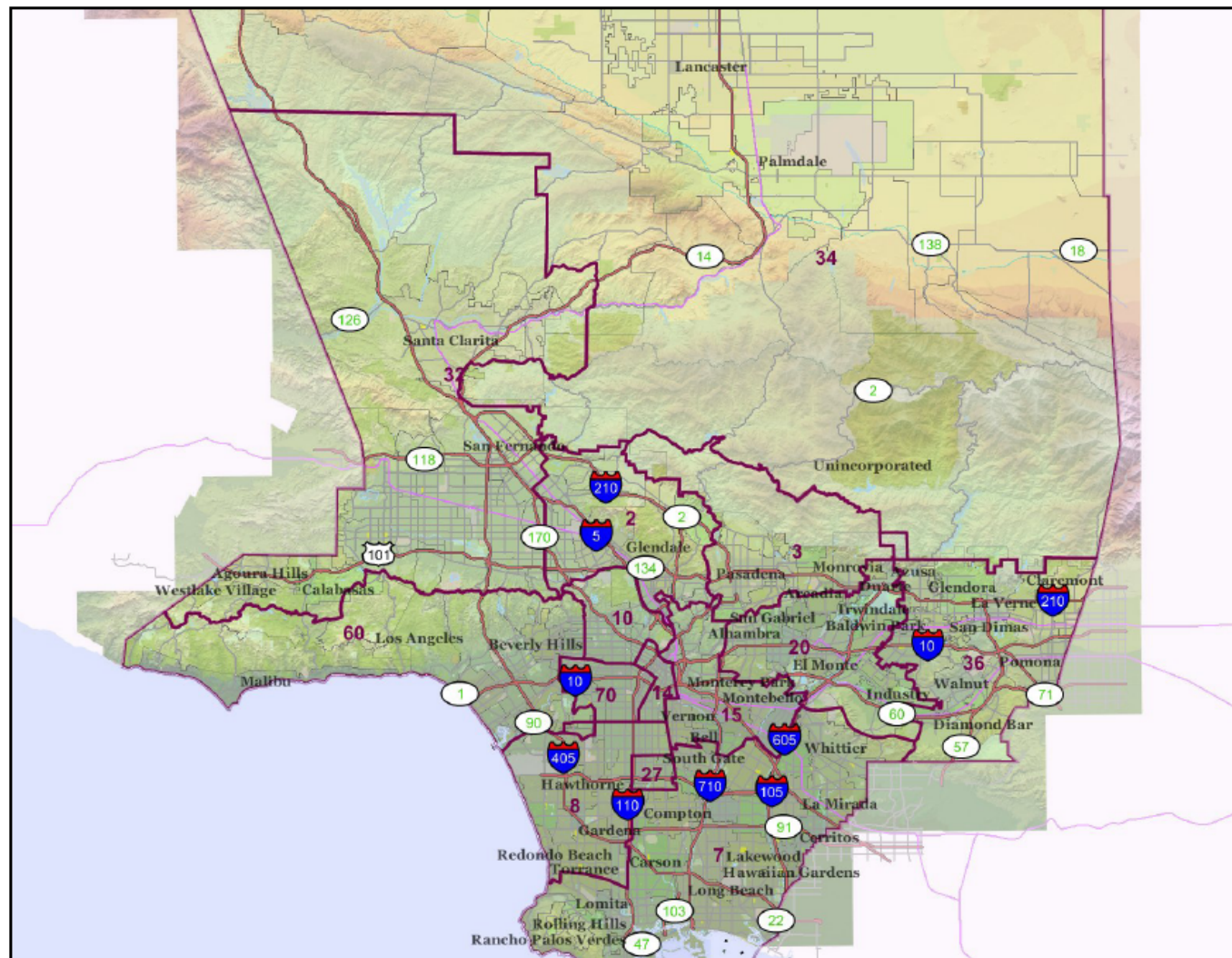
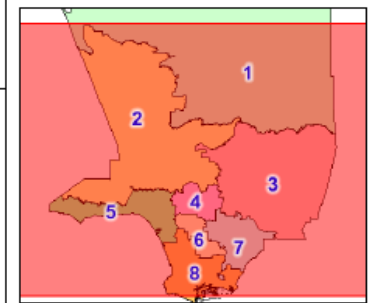
Lancaster, 337 East Avenue K-10, Lancaster, CA 93535

The boundaries are the San Bernardino County line on the east, the Kern County line on the north, and the Ventura County line to the northwest. In addition, the Santa Clarita Valley is served by this district.





# GR District Offices Boundaries



### Legend

**Surrounding Areas**

- Ocean
- Mainland
- Land
- GR Intake and Approved

**Highways**

- Freeway
- Highway
- Metrolink
- Major Streets

**Water Features (Polygon)**

- Aqueduct
- River/Lake

**Land Type**

- Airport, Cemetery, Military
- Beach
- Corporation, Prison
- Ecological Preserve
- Forest, Golf Course
- Historical Park
- Park
- Recreation Area
- Shopping Mall
- Other Areas

**Cities and Communities**

- Unincorporated
- Los Angeles City
- Brown
- Flesh
- Green
- Pink
- Purple

**Elevation**

Scale: 1:800,703



This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.

**GENERAL RELIEF PROGRAM  
COMPLETED SCREENING BY DISTRICT/REGION**

**October 2010**

REGION	DISTRICT	NUMBER OF SCREENINGS	REGION TOTAL
I	Civic Center	321	886
	Metro East	565	
II	Wilshire Special	344	894
	Rancho Park	550	
III	South Special	1983	1,983
IV	Metro Special	1472	1,472
V	Glendale	139	447
	Pasadena	308	
VI	San Gabriel Valley	560	778
	Pomona	218	
VII	South Central	378	1,942
	Southwest Special	1564	
VIII	Lancaster	390	968
	San Fernando	578	

**Grand Total No. of Screenings: 9,370**

**November 2010**

REGION	DISTRICT	NUMBER OF SCREENINGS	REGION TOTAL
I	Civic Center	312	737
	Metro East	425	
II	Wilshire Special	250	858
	Rancho Park	608	
III	South Special	1,295	1,295
IV	Metro Special	948	948
V	Glendale	82	353
	Pasadena	271	
VI	San Gabriel Valley	449	568
	Pomona	119	
VII	South Central	332	1,169
	Southwest Special	837	
VIII	Lancaster	236	557
	San Fernando	321	

**Grand Total No. of Screenings: 6,485**

**December 2010**

<b>REGION</b>	<b>DISTRICT</b>	<b>NUMBER OF SCREENINGS</b>	<b>REGION TOTAL</b>
<b>I</b>	Civic Center	454	1,082
	Metro East	628	
<b>II</b>	Wilshire Special	328	894
	Rancho Park	566	
<b>III</b>	South Special	1,912	1,912
<b>IV</b>	Metro Special	1,441	1,441
<b>V</b>	Glendale	80	492
	Pasadena	412	
<b>VI</b>	San Gabriel Valley	617	1,018
	Pomona	401	
<b>VII</b>	South Central	501	1,908
	Southwest Special	1,407	
<b>VIII</b>	Lancaster	808	1,282
	San Fernando	474	

**Grand Total No. of Screenings 10,029**

## AGENCY REFERENCES

**Agency's Name:** \_\_\_\_\_

List five (5) references where the same or similar scope of services were provided in order to meet the qualifications stated in the Request for Statement of Interest for General Relief Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services.

<b>1. Name of Firm Fax #</b>	<b>Address of Firm</b>	<b>Contact Person and Title</b>	<b>Telephone #</b>
( )			( )
<b>2. Name of Firm Fax #</b>	<b>Address of Firm</b>	<b>Contact Person and Title</b>	<b>Telephone #</b>
( )			( )
<b>3. Name of Firm Fax #</b>	<b>Address of Firm</b>	<b>Contact Person and Title</b>	<b>Telephone #</b>
( )			( )
<b>4. Name of Firm Fax #</b>	<b>Address of Firm</b>	<b>Contact Person and Title</b>	<b>Telephone #</b>
( )			( )
<b>5. Name of Firm Fax #</b>	<b>Address of Firm</b>	<b>Contact Person and Title</b>	<b>Telephone #</b>
( )			( )

**AGENCY RELEASE FORM****AGENCY:**\_\_\_\_\_  
"Reference" (Company/Firm Name)**To:**\_\_\_\_\_  
Contact Person Name\_\_\_\_\_  
Street Address\_\_\_\_\_  
Contact Person Phone Number\_\_\_\_\_  
City, State, Zip Code\_\_\_\_\_  
Fax Number

The Agency named above has given your name to the County of Los Angeles Department of Public Social Services (DPSS) as a reference. In order for DPSS to fully evaluate the submitted Request for Statement of Interest, please feel free to answer all questions fully and completely. The Agency agrees to release, discharge, and indemnify you from and against any and all claims, actions, and damage that may arise from any information you supply to the County as a result of this reference.

\_\_\_\_\_  
Reference Company/Firm Name\_\_\_\_\_  
Signature\_\_\_\_\_  
Print Name\_\_\_\_\_  
Title

## 11.0 TERMS AND CONDITIONS

The table of contents, list of exhibits, captions, Section and Subsection titles are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of any of the provisions of this Contract.

### 11.1 Assignment and Delegations

- 11.1.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, either in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the Contract shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.
- 11.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring prior written consent of County in accordance with applicable provisions of this Contract.
- 11.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without DPSS' express prior written approval, shall be a material breach of this Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

### 11.2 Audit Settlement

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, Authorized Representatives of County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar

liability for such services is less than payments made by County to the Contractor, then Contractor agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the Contractor to County by cash payment, or 2) at the County's option, credited against any future payments due by the County to the Contractor, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for this Contract exceed the maximum contract amount or the funds appropriated by County for the purpose of this Contract.

### **11.3 Authorization Warranty**

Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

### **11.4 Budget Reductions**

In the event that the County's Board adopts, in any Fiscal Year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year during the term of the Contract (including any extensions), and the services to be provided by Contractor under the Contract shall be reduced correspondingly. County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in this paragraph, Contractor shall continue to provide all of the services set forth in this Contract.

### **11.5 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (45 C.F.R. Part 76)**

Contractor hereby acknowledges that County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers partners, directors or other principals is currently suspended, debarred, ineligible, or any excluded from securing federally-funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge none of its Subcontractors, at any tier, or any owner, officer partner, director or other principal of any Subcontractors is currently



suspended, debarred, ineligible, or excluded from securing federally-funded contracts. Contractor shall immediately notify County, during the term of this Contract, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally-funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which County may immediately terminate or suspend this Contract. Contractor shall complete and sign Appendix C, Required Forms, Ordinances/Policies & Other Forms, Exhibit C-15 (Certification Regarding Debarment, Suspension, Ineligibility, and Involuntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. Part 76).

## 11.6 Changes and Amendments

County reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

- 11.6.1 For any change which does not materially affect the Scope of Work or any other Term or Condition included under this Contract, a Change Notice shall be prepared and signed by the County Contract Administrator and the Contractor's Contract Manager.
- 11.6.2 For any revision, which materially affects the Scope of Work or any Term and Condition included in the Contract, a negotiated amendment to the Contract shall be executed by the County Board and the Contractor except as provided in this Section's Subsection 11.6.3 herein below.
- 11.6.3 The DPSS Director may prepare and sign amendments to the Contract without further action by the Board if the amendment is to exercise an option to extend the term of the Contract and the DPSS Director has been given delegated authority for that extension. The DPSS Director may prepare and sign other amendments to the Contract without further action by the Board if each of the following conditions are met:
  - 11.6.3.1 Amendments shall be in compliance with applicable County, State and federal regulations;
  - 11.6.3.2 The Board has appropriated sufficient funds in the DPSS Budget;
  - 11.6.3.3 The amendment is for a decrease in Contract costs, **or** the amendment is for an increase of no more than ten (10%) percent of the total original Contract amount, and is necessitated by additional and necessary services that

are required for Contractor to comply with changes in federal, State, or County requirements;

11.6.3.4 DPSS shall obtain the approval of County Counsel or designee for an amendment to this Contract; and

11.6.3.5 DPSS Director will file a copy of all amendments with the Executive Office of the County Board and Chief Executive Office within fifteen (15) days after execution of each amendment.

## **11.7 Changes of Address**

Either party can designate a new address by giving written notice to the other party.

## **11.8 Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions as referred in Appendix C, Required Forms, Ordinances/Policies & Other Forms, Exhibit C-33 (Background and Resources: California Charities Regulations. The "Non-profit Integrity Act of 2004" [SB 1262, Chapter 919] increased Charitable Purposes Act requirements). Contractor shall complete the certification in Appendix C, Required Forms, Ordinances/Policies, & Other Forms, Exhibit C-20 (Charitable Contributions Certification). By requiring Contractors to complete this certification, County seeks to ensure that all County contractors which receive or raise charitable contributions comply with the California law in order to protect County and its taxpayers. By receiving or raising charitable contributions without complying with its obligations under California law, Contractor commits a material breach of this Contract, subjecting it to either Agreement termination or debarment proceedings or both (County Code Chapter 2.202).

## **11.9 Child/Elder Abuse/Fraud Reporting**

11.9.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

11.9.2 Child abuse reports shall be made by telephone within twenty-four (24) hours to the Department of Children and Family Services Hotline at (800) 540-4000.

11.9.3 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate

County adult protective agency or to a local law enforcement agency, as mandated by these code sections. Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

- 11.9.4 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County within three (3) business days.

### **11.10 Complaints of County**

11.10.1 Contractor shall provide County with Contractor's policy for receiving, investigating and responding to County complaints within thirty (30) business days after Contract's effective date.

11.10.2 Contractor shall develop, maintain, and operate procedures for receiving, investigating and responding to complaints as follows:

- a. County will review Contractor's policy and provide Contractor with County Contract Administrator (CCA) approval of said plan or with requested changes.
- b. If County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within five (5) business days.
- c. If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to CCA for approval before implementation.
- d. Contractor shall preliminarily investigate all complaints and notify CCA of the status of the investigation within five (5) business days of receiving the complaint.
- e. When complaints cannot be resolved informally, Contractor shall develop a system of follow-through which adheres to formal plans for specific actions and strict time deadlines.
- f. Copies of all written responses shall be sent to CCA within three (3) business days of mailing to the complainant.

### **11.11 Completion of Contract**

Sixty (60) calendar days prior to expiration of this Contract (or shorter time period as determined by County), Contractor shall allow County or newly selected Contractor a transition period for orientation purposes and the orderly transition of Contractor's current operation without additional costs to County. Contractor shall continue to process work timely/accurately so that the operation is current at expiration of Contract. If Contractor fails to

adhere to the above work and standards, the County shall have the right to withhold 50 percent to 100 percent of the last two (2) months' payments as liquidated damages.

#### **11.12 Compliance with Applicable Law**

11.12.1 Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

11.12.2 Contractor shall indemnify, defend, and hold harmless County from and against any and all liability, including any liability, damages, costs, and expenses, including defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its employees, agents, or Subcontractors of any such laws, rules, regulations, ordinances or directives.

#### **11.13 Compliance with Auditor-Controller Contract Accounting and Administration Handbook**

Contractor shall comply, at a minimum, with the requirements set forth in the Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook which is incorporated herein by reference and available at: [www.ladpss.org/dpss/contracts](http://www.ladpss.org/dpss/contracts).

#### **11.14 Compliance with Civil Rights Law**

The Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act (ADA) of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable federal and State laws to ensure that employment practices and the delivery of social services programs are non-discriminatory. Under this requirement the Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. Contractor shall sign and adhere to the "Bidder's/Offeror's Non-Discrimination in Service Statement" and "Contractor's Equal Employment Opportunity (EEO) Certification."

In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Right Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights of the Department of Health and Human Services, incorporates the Civil Rights requirements of the Agreement along with all other mandated federal and State requirements that must be adhered to by DPSS, its Contractors and Subcontractors. They include, but are not limited to the following:

- 11.14.1 Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training;
- 11.14.2 Effectively identifying the participant's designated/preferred language. This can be accomplished by using the DPSS Language Designation form (PA 481) or similar form the Contractors already have in place. (Note: Similar forms that the Contractor uses shall have DPSS approval prior to its use.
- 11.14.3 Ensuring that notices sent to participants are in their respective designated/preferred language;
- 11.14.4 Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- 11.14.5 Maintaining records that include any Civil Rights related correspondence pertaining to participants, and documenting in the records whether language services and ADA accommodations were provided;
- 11.14.6 Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log; and
- 11.14.7 Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the CCA.

## **11.15 Compliance with County's Jury Service Program**

### **11.15.1 Jury Service Program**

This Contract is subject to the provisions of County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code a copy of which is attached as Appendix C, Required Forms, Ordinances & Policies and Other Forms, Exhibit C-29 (Contractor Employee Jury Service Ordinance) and incorporated by reference into and made a part of this Contract. Contractor shall complete and sign Appendix C, Required Forms, Ordinances & Policies and Other Forms, Exhibit C-18 (County of Los Angeles Contractor Employee Jury Service Program Certification).

### **11.15.2 Written Employee Jury Service Policy**

- a. Unless Contractor has demonstrated to County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section

2.203.070 of County Code), Contractor shall have and adhere to a written policy that provides that its employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual Jury Service. The policy may provide that employees deposit any fees received for such Jury Service with Contractor or that Contractor deducts from the employee's regular pay the fees received for Jury Service.

- b. For purposes of this Subsection, "Contractor" means a person, partnership, corporation, or other entity which has a contract with County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: (i) the lesser number is a recognized industry standard as determined by County; or (ii) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform Services for County under this Contract, Subcontractor shall also be subject to the provisions of this Subsection. The provisions of this Subsection shall be inserted into any such Subcontract agreement and a copy of the Jury Service Program shall be attached to this Contract.
- c. If Contractor is not required to comply with the Jury Service Program when this Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during this Contract and at its sole discretion that Contractor demonstrates to County's satisfaction that Contractor either continues to



remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

- d. Contractor's violation of this Subsection of this Contract shall constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate this Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## 11.16 Conflict of Interest

11.16.1 No County employee whose position with County enables such employee to influence the award or conduct of this Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of, nor any individual possessing any direct or indirect financial interest in Contractor, may in any way participate in County's approval, or ongoing evaluation of such work, or in any way attempt to influence County's approval or ongoing evaluation of such work.

11.16.2 Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Contract. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection shall be a material breach of this Contract.

## 11.17 Consideration of Hiring County Employees Targeted for Layoff and/or Re-Employment List

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give **first consideration** for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a re-employment list during the term of this Contract.



### **11.18 Consideration of Hiring Greater Avenues for Independence (GAIN)/GROW Program Participants**

Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for such employment openings to participants in County's DPSS GAIN Program or GROW Program who meet Contractor's minimum qualifications for the open position(s). For this purpose, consideration shall mean that Contractor shall interview qualified candidates. County will refer GAIN/GROW Participants by job category to Contractor. In the event that both laid-off County employees and GAIN/GROW Participants are available for hiring, County's employees shall be given first priority. Contractor shall complete and sign Appendix C, Required Forms, Ordinances & Policies and Other Forms, Exhibit C-17 (Attestation of Willingness to Consider GAIN/GROW Participants).

### **11.19 Contractor Employee Acknowledgment and Confidentiality Agreement**

Contractor shall maintain the confidentiality of all records obtained from County under the Contract in accordance with all applicable federal, State or local laws, ordinances, regulations, and directives relating to confidentiality. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract. Contractor shall cause each employee performing services covered by the Contract to sign and adhere to Appendix C, Required Forms, Ordinances & Policies and Other Forms, Exhibit C-16 (Contractor Employee Acknowledgment and Confidentiality Agreement).

By State law, including without limitation (W & I Code, Section 10850 et seq. and 17006), all case records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles County DPSS so designated without written authorization from DPSS.

### **11.20 Contractor's Acknowledgment of County's Commitment to the Safely Surrendered Baby Law**

Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage all County Contractors to voluntarily post County's "Safely Surrendered Baby Law" poster in a prominent position at Contractor's place of business. Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. County's Department of Children and Family Services will supply the Contractor with the poster to be used.

### **11.21 Contractor's Indemnification of County**

Contractor shall indemnify, defend, and hold harmless County its Special Districts, elected and appointed officers, employees, and agents from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's, Contractor's agents', employees' or Subcontractors' acts or omissions arising from and/or related to this Contract.

### **11.22 Contractor's Responsibility and Debarment**

#### **11.22.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this Contract. It is County's policy to conduct business only with responsible Contractors.

#### **11.22.2 Chapter 2.202 of the County Code**

Contractor is hereby notified that, in accordance with Appendix C, Required Forms, Ordinances & Policies and Other Forms, Exhibit C-30 (Title 2, Administration Determinations of Contractor Non-Responsibility and Contractor Debarment Ordinance), if County acquires information concerning the performance of Contractor on this Contract or other agreements which indicates that Contractor is not responsible, County may, in addition to other remedies provided in this Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed five (5) years, but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

#### **11.22.3 Non-responsible Contractor**

County may debar a Contractor if the Board finds, in its discretion, that Contractor has done any of the following: (i) violated any term of an agreement with County or a non-profit corporation created by County; (ii) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform an agreement with County or any other public entity, or a non-profit corporation created by County, or engaged in a pattern or practice which negatively reflects on same; (iii) committed an act or offense which indicates a lack of business integrity or business honesty; or (iv) made or submitted a false claim against County or any other public entity.

## 11.22.4 Contractor Hearing Board

- a. If there is evidence that Contractor may be subject to debarment, DPSS will notify Contractor of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before Contractor Hearing Board.
- b. Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and DPSS shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- c. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of Contractor Hearing Board shall be presented to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.
- d. If a Contractor has been debarred for a period longer than five (5) years, that Contractor 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. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: (i) elimination of the grounds for which the debarment was imposed; (ii) a bona fide change in ownership or management; (iii) material evidence discovered after debarment was imposed; or (iv) any other reason that is in the best interests of County.
- e. Contractor Hearing Board will consider a request for review of a debarment determination only where: (i) Contractor has been debarred for a period longer than five (5) years; (ii) the debarment has been in effect for at least five (5) years; and (iii) 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, Contractor Hearing

Board will provide notice of the hearing on the request. At the hearing, 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 Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

- f. Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. Contractor Hearing Board shall present its proposed decision and recommendation to the Board. The Board shall have the right to modify, deny, or adopt the proposed decision and recommendation of Contractor Hearing Board.

#### 11.22.5 Subcontractors of Contractor

These terms shall also apply to Subcontractors of County Contractors.

### **11.23 Contractor's Warranty of Adherence to County's Child Support Compliance Program**

11.23.1 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

11.23.2 As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance (Code Section 1088.5), and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

County or its agent will evaluate the Contractor's performance under this Contract on, no less than, an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and Performance Requirements Standards in Appendix B, Statement of Work,

Technical Exhibit C-1B (Performance Requirement Summary Chart). Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board. The report will include improvement and corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other remedies as specified in this Contract.

#### **11.25 Covenant Against Fees**

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

#### **11.26 Damage to County Facilities, Buildings or Grounds**

11.26.1 Subject to prior County approval by CCA, Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees, Subcontractors or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

11.26.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand or County may deduct all such additional costs from any amounts due to Contractor from County, whether under this Contract or otherwise at its option, deduct such costs from any amounts due to Contractor from County.

#### **11.27 Disclosure of Information**

Contractor shall not disclose any details in connection with this Contract to any party or entity, except as may be otherwise provided herein or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain it, County will not inhibit the Contractor from publicizing its role under this Contract within the following conditions:

11.27.1 Contractor shall develop all publicity material in a professional manner.

11.27.2 During the course of performance on this Contract, the Contractor, its employees, agents, and Subcontractors shall not publish or disseminate any commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of DPSS' Director. In no event shall the Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS. County shall not unreasonably withhold written consent.

11.27.3 Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 11.28 shall apply.

## **11.28 Disputes**

Contractor and DPSS agree to act promptly and diligently to mutually resolve any disputes which may arise with respect to this Contract. All such disputes shall be subject to the provisions of this Subsection hereunder.

Contractor and DPSS agree that the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance by either DPSS or Contractor which DPSS determines should be delayed, as a result of such dispute.

If Contractor fails to continue, without delay, its performance hereunder which County determines should not be delayed as a result of such dispute, then any additional costs which may be incurred solely by Contractor or by County as a result of Contractor's failure to continue to perform shall be borne solely by Contractor. Contractor shall make no claim whatsoever against County for such Contractor incurred costs.

### Dispute Resolution Procedures

Any disputes between County and Contractor regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA.

In the event that CCA is unable to resolve the dispute within a reasonable time, then the matter shall immediately be submitted to the County Contract Director for further consideration and discussion to attempt to resolve the dispute.

In the event that the dispute cannot be resolved within a reasonable time then, the matter shall immediately be submitted to Contractor's President or Chief Executive Officer and to County's DPSS Director for further consideration and discussion to attempt to resolve the dispute mutually.



However, the dispute shall be ultimately resolved by the County DPSS Director with his decision being final.

### **11.29 Employee Safety**

Contractor must assure that Contractor's employees:

- 11.29.1 Are covered by an effective Injury and Illness Prevention Program.
- 11.29.2 Receive all required general and specific training on employee safety.

### **11.30 Employment Eligibility Verification**

Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including the Immigration Reform and Control Act of 1986 (P.L. 99-603), as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

Contractor shall indemnify, defend, and hold harmless County, its agents, officers, and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

### **11.31 Federal Fair Labor Standards Act**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act (FLSA), and shall indemnify, defend, and hold harmless County, its officers, employees, and agents from any and all liability, including wages, overtime pay, liquidated damages, deductions, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, FLSA, for work performed by Contractor's employees for which County may be found jointly or solely liable.

### **11.32 Force Majeure**

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the County shall have the right to terminate this Contract upon any event that renders



performance impossible. In such case, County shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

### **11.33 Governing Law, Jurisdiction and Venue**

- 11.33.1 This Contract shall be governed by, and construed in accordance with, the substantive and procedural laws of the State of California.
- 11.33.2 Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment. Further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.
- 11.33.3 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

### **11.34 Governmental Observations**

Federal, State, and/or County, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor performance.

### **11.35 INSURANCE REQUIREMENTS**

Interested agencies with demonstrated capability to provide the requested services in Section 6.0 SERVICES shall be required to meet the following qualifications during the procurement and contracting process:

Agency shall be required to procure, maintain and provide County evidence of Agency's insurance at the coverage levels required by County:

- General Liability:
 

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

- Automobile Liability insurance with a limit of liability of not less than \$1 million for each accident.
- Workers' Compensation and Employer's Liability:
 

Each Accident:	\$1 million
Disease-policy limit:	\$1 million
Disease-each employee:	\$1 million
- Crime Coverage:
 

Employee Dishonesty:	\$25,000
Forgery, Alteration, Computer Fraud, Theft:	\$25,000
Disappearance and Destruction:	\$25,000
Burglary and Robbery:	\$25,000
- Property Coverage (Personal and Real) as appropriate in the event of renting, leasing or using loaned County-owned equipment.
- Professional Liability:
 

Error, omission, negligent or wrongful act:	\$1 million
Aggregate:	\$3 million
- Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

### 11.36 Independent Contractor Status

- 11.36.1 This Contract is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 11.36.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

11.36.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of workers' compensation liability, solely employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of Contractor pursuant to this Contract.

### **11.37 Limitation of Liability of County**

County will not be liable for consequential, incidental, indirect, special, exemplary, or punitive damages, even if advised of the possibility of such damages and regardless of the form in which any action is brought.

### **11.38 Liquidated Damages**

If, in the judgment of the DPSS Director, or his designee, Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to Contractor from County, will be forwarded to Contractor by the DPSS Director, in a written notice describing the reasons for said action.

11.38.1 If County determines that there are deficiencies in the performance of this Contract the County deems are correctable by the Contractor over a certain time span, County will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should Contractor fail to correct deficiencies within said time frame, County may: (a) deduct from Contractor's payment, pro rata, those applicable portions of the monthly contract sum; and/or (b) deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix B, Technical Exhibit C1-B, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and (c) upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be

deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

- 11.38.2 The action noted in Subsection 11.40 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 11.38.3 This subsection shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

### **11.39 Local Small Business Enterprise Preference Program**

This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as specified in Chapter 2.204 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining and retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information and knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Contract to which it would not otherwise have been entitled, Contractor shall:

- 11.39.1 Pay to the County any difference between the Contract amount and what the County's costs would have been if the Contract had been properly awarded;
- 11.39.2 In addition to the amount described above in Paragraph (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Contract; and
- 11.39.3 Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determination of Contractor Non-Responsibility and Contractor Debarment.)

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their

status would no longer be eligible for certification, and fails to notify the State and the Office of Affirmative Action Compliance (OAAC) of this information prior to responding to a solicitation or accepting a contract award.

#### **11.40 Most Favored Public Entity**

If Contractor's prices decline, or should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity and delivery conditions to the State of California or any County, municipality or district of the State at prices below those set forth in this Contract, such lower prices shall be immediately extended to County.

#### **11.41 Non-discrimination and Affirmative Action**

11.41.1 Contractor certifies and agrees that all persons employed by its affiliates, subsidiaries or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, age, gender, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Contractor shall certify to, and comply with the provisions of this Section's Subsection 11.14 (Compliance with Civil Rights Law). Contractor shall certify and sign Appendix C, Required Forms, Ordinances & Policies and Other Forms, Exhibit C-13 (Proposer's EEO Certification) and Exhibit C-14 (Proposer's Non-discrimination in Services Certification).

11.41.2 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, age, gender, physical or mental disability, marital status or political affiliation, in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.41.3 Contractor certifies and agrees that it shall deal with its Subcontractors, bidders or vendors without regard to or because of race, color, religion, ancestry, national origin, age, gender, physical or mental disability, marital status, or political affiliation.

11.41.4 Contractor certifies and agrees that its employees, its affiliates, subsidiaries, and holding companies shall comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, age, gender, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be

denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 11.41.5 Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Subsection when so requested by County.
- 11.41.6 If County finds that any of the provisions of this Subsection have been violated, such violation shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or federal anti-discrimination laws or regulations shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.
- 11.41.7 The Parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, County will, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation Liquidated Damages pursuant to California Civil Code Section 1671 in lieu of terminating or suspending this Contract.

#### **11.42 Non-Exclusivity**

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

#### **11.43 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing, unless stated otherwise, and shall be hand delivered with signed receipt or mailed by prepaid first-class registered or certified mail, priority overnight, postage prepaid, addressed to the parties as identified in Appendix C, Required Forms, Ordinances & Policies and Other Forms, Exhibit C-11 (County's Administration) and Exhibit C-12 (Contractor's Administration). Addressees may be changed by either party upon ten (10) days prior written notice thereof to the other party. CCA or his representative, or County Contract Director or his representative may issue all notices or demands, which are required or permitted by County under this Contract.

**11.43.1 Notices of Meetings**

Contractor shall provide appropriate levels of staff at all meetings requested by the County. The County will give five (5) business days prior notice to the Contractor of the need to attend such meetings.

Contractor may verbally request meetings with the County, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both Contractor and the County.

**11.43.2 Notices of Delays**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**11.43.3 Notices of Disputes**

Contractor shall bring to the attention of the CCA any dispute between the DPSS and the Contractor regarding the performance of services as stated in this Contract. Written notices shall be sent notifying the Contractor of the progress of the dispute resolution process until a final determination is made.

**11.43.4 Notices of Termination**

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the Contractor.

**11.44 Notice to Employees Regarding the Federal Earned Income Credit**

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirement set forth in Appendix C, Required Forms, Ordinances & Policies and Other Forms, Exhibit C-34 (Internal Revenue Service Notice 1015).

**11.45 Notice to Employees Regarding the 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 set forth in Appendix C, Required Forms, Ordinances & Policies and Other Forms, Exhibit C-35 (Safely Surrendered Baby Law)



and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

#### **11.46 Ownership of Data/Equipment**

11.46.1 County shall be sole owner of all rights, titles and interests in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by Contractor pursuant to this Contract.

11.46.2 County shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract.

#### **11.47 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, Contractor and County agree that, during the term of this Contract and for a period of one (1) year following its termination or expiration, neither party shall in any way induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists to any hiring initiated through a public announcement.

#### **11.48 Proprietary Rights**

All materials, data and other information of any kind obtained from County and all materials, data, reports and other information of any kind developed by Contractor under this Contract are confidential to and are solely the property of County. Contractor shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this subsection shall survive the expiration or other termination of this Contract.

11.48.1 Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold County harmless from all damages, costs, and expenses by reason of any disclosure by County of trade secrets and proprietary information. County shall not require Contractor to provide any technical information that is proprietary to it, except as is requested by County to successfully complete the services under the Contract.

11.48.2 County shall not require Contractor to provide any information that is proprietary to it; provided, however, that if County requests Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "Proprietary" and County shall limit reproduction and distribution to the minimum extent consistent with County's need for such information, and, when County no longer needs such information, but in no event later than expiration or other

termination of this Contract, County shall either (1) cause all copies of such information to be returned to Contractor, or (2) certify to Contractor that all copies of such information have been destroyed.

#### **11.49 Public Records Act**

Any documents submitted by Contractor; all information obtained in connection with County's right to audit and inspect Contractor's documents, books and accounting records pursuant to Subsection 11.53 (Record Retention and Inspection/Audit Settlement); as well as those documents which were required to be submitted in response to the RFSI used in the solicitation process for this Contract, become the exclusive property of County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those defined in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." County will not in any way be liable or responsible for the disclosure of any such records including those so marked if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

In the event County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents, of a bid marked "trade secret," "confidential," or "proprietary," Contractor agrees to defend and indemnify County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **11.50 Records**

Contractor shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the Contractor to the County. Such records shall be kept in accordance with Subsection 11.53 (Records Retention and Inspection/Audit Settlement), herein below.

#### **11.51 Record Retention and Inspection/Audit Settlement**

Unless otherwise required by federal and State regulations, Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that County, or its Authorized Representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract.

All such material, including, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during

the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 11.51.1 In the event that an audit of Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable federal or State law or under this Contract. County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 11.51.2 Failure on the part of Contractor to comply with any of the provisions of this Subsection shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.
- 11.51.3 At any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of County may conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that County's dollar liability for any such work is less than payments made by County to Contractor, then the difference shall be either: (i) repaid by Contractor to County by cash payment upon demand; or (ii) at the sole option of County's Auditor-Controller, deducted from any amounts due to Contractor from County, whether under this Contract or otherwise. If such audit finds that County's dollar liability for such work is more than the payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's maximum obligation for this Contract exceed the funds appropriated by County for the purpose of this Contract.
- 11.51.4 In addition to the above, Contractor agrees should County or its Authorized Representatives determine, in County's discretion, that it is necessary or appropriate to review a broader scope of Contractor's records (including, certain records related to non-County contracts) to enable County to evaluate Contractor's compliance with County's Living Wage Program, that Contractor shall promptly and without delay provide to County, upon the written request of County or its Authorized Representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to County

under this Contract, including without limitation, records relating to work performed by said employees on Contractor's non-County contracts.

Contractor further acknowledges that the foregoing requirement in this Subsection relative to Contractor's employees who have provided services to County under this Contract is for the purpose of enabling County in its discretion to verify Contractor's full compliance with and adherence to California labor laws and County's Living Wage Program. All such materials and information, including all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by Contractor and shall be made available to County during the term of this Contract and for a period of five (5) years thereafter unless County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other costs incurred by County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

#### **11.52 Recycled Bond Paper**

Consistent with the Board's policy to reduce the amount of solid waste deposited at County's landfills, Contractor agrees to use recycled content paper to the maximum extent possible on this Contract.

#### **11.53 Removal of Personnel**

Contractor shall have the sole right and discretion to hire, discipline, suspend or discharge its employees/workers. Any Contractor employee/worker, at the sole discretion of DPSS, may be removed from performing any service directly related to the subject matter of this Contract. Such removal shall occur immediately upon the written or oral request of the CCA. County will confirm any oral requests in writing.

#### **11.54 Rules and Regulations**

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or

disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

#### **11.55 Shred Documents**

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled.

Documents for record and retention purposes in accordance with Subsection 11.53 (Record Retention and Inspection/Audit Settlement) of this Contract are to be maintained for a period of five (5) years.

#### **11.56 Survival**

The following provisions of this Contract shall survive its expiration or termination for any reason:

Section 1.0 (Applicable Documents), Subsection 1.2 (Construction of Terms),  
 Section 7.0 (Maximum Contract amount),  
 Section 8.0 (Invoices and Payment process),  
 Section 11.0 (Terms and Conditions),  
 Subsection 11.12 (Compliance With Applicable Law),  
 Subsection 11.18 (Consideration of Hiring County Employees Targeted for Lay-off),  
 Subsection 11.19 (Consideration of Hiring GAIN/GROW Program Participants),  
 Subsection 11.22 (Contractor's Indemnification of County),  
 Subsection 11.31 (Employment Eligibility Verification),  
 Subsection 11.32 (Federal Fair Labor Standards Act),  
 Subsection 11.34 (Governing Law, Jurisdiction and Venue),  
 Subsection 11.36 (General Insurance Requirements),  
 Subsection 11.38 (Insurance Coverage Requirements),  
 Subsection 11.39 (Limitation of Liability of County),  
 Subsection 11.43 (Non-discrimination and Affirmative Action),  
 Subsection 11.49 (Prohibition Against Inducement or Persuasion),  
 Subsection 11.53 (Record Retention and Inspection/Audit Settlement),  
 Subsection 11.59 (Survival),  
 Subsection 11.60 (Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program),

Subsection 11.61 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program)

Subsection 11.62 (Termination for Convenience),

Subsection 11.63 (Termination for Default),

Subsection 11.64 (Termination for Improper Consideration),

Subsection 11.65 (Termination for Insolvency),

Subsection 11.66 (Validity),

Subsection 11.67 (Waiver),

Exhibit C16 (Contractor Acknowledgment/Confidentiality Agreement).

In addition, any other Sections, Paragraphs or Subsections of or Exhibits to this Contract that by their nature may reasonably be presumed to survive any termination or expiration of this Contract, shall so survive.

**11.57 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program**

Failure of Contractor to maintain compliance with the requirements set forth in this Subsection shall constitute a default by Contractor under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) days of written notice shall be grounds upon which County may terminate this Contract pursuant to Subsection 11.62 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**11.58 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 11.72 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**11.59 Termination for Convenience**

11.59.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.



- 11.59.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:
- a. Stop work under this Contract on the date and to the extent specified in such notice, and
  - b. Complete performance of such part of the work as shall not have been terminated by such notice.
- 11.59.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with Subsection 11.51, Record Retention & Inspection/Audit Settlement.

### **11.60 Termination for Default**

- 11.60.1 County may, by written notice to Contractor, terminate in whole or in any part of this Contract if, in the judgment of the DPSS Director:
- a. Contractor has materially breached this Contract;
  - b. Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract, including but not limited to Appendix B, Statement of Work; or
  - c. Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) business days (or such longer period as County may authorize) after receipt of written notice from County specifying such failure.
- 11.60.2 In the event that County terminates this Contract, in whole or in part as provided in this Subsection, the County may procure, upon such terms and in such manner as County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to County for any and all excess costs incurred by County, as determined by County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Subsection.
- 11.60.3 Except with respect to defaults of any Subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Subsection 11.60.2 above, if its failure to perform this Contract arises solely out of causes beyond the control and without any fault or negligence of Contractor. Such causes may include acts of God or the public enemy, acts of County in either its sovereign or contractual capacity, acts of federal or state governments in their sovereign capacities, fires, floods, epidemics, quarantine



restrictions, freight embargoes, and unusually severe weather. If the failure to perform is caused by the default of a Subcontractor, and if such default arises solely out of causes beyond the control of both Contractor and Subcontractor, and without any fault or negligence of either of them, Contractor shall not be liable for any such excess costs unless the goods or services to be furnished by Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subsection, the terms "Subcontractor" and "Subcontractors" mean subcontractor(s) at any tier.

- 11.60.4 If, after County has given notice of termination under the provisions of this Subsection, it is determined by County that Contractor was not in default under the provisions of Subsection 11.62 (Termination for Insolvency), or that the default was excusable under the provisions of Subsection 11.62.3 above, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subsection 11.59 (Termination for Convenience).
- 11.60.5 The rights and remedies of County provided in this Subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **11.61 Termination for Improper Consideration**

- 11.61.1 County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, Amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.
- 11.61.2 Contractor shall immediately report any attempt by a County officer or employee 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.
- 11.61.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment or tangible gifts.

## 11.62 Termination for Insolvency

11.62.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- a. Insolvency of Contractor. Contractor shall be deemed to be insolvent if Contractor has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- b. The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
- c. The appointment of a receiver or trustee for Contractor; or
- d. The execution by Contractor of a general assignment for the benefit of creditors.

11.62.2 The rights and remedies of County provided in this Subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## 11.63 Termination for Non-Adherence of County Lobbyist Ordinance

Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which County may immediately terminate or suspend this Contract.

## 11.64 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of County's future Fiscal Years unless and until the Board appropriates funds for this Contract in County's budget for each such future Fiscal Year. In the event that funds are not appropriated, or only limited amounts are appropriated, then this Contract is subject to partial or full termination as of June 30 of the last Fiscal Year for which funds were appropriated. County will notify Contractor of any such funding limitation at the earliest possible date.

## 11.65 Validity

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

**11.66 Waiver**

No waiver by County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of County to enforce at any time, or from time-to-time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Subsection shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**11.67 Warranty Against Contingent Fees**

11.67.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor, for the purpose of securing business.

11.67.2 For breach of this warranty, County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

**11.68 Warranty for Services**

Contractor warrants that all services performed hereunder will comply with Appendix B, Statement of Work, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time services are performed.

**11.69 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

## STATEMENT OF WORK PREAMBLE

The County of Los Angeles seeks to collaborate with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's Strategic Plan Mission, Values, Goals and Performance Outcomes.

The County's vision is to improve the quality of life in the County by providing responsive, efficient and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the County's shared values of: 1) Accountability; 2) A Can-Do-Attitude; 3) Compassion; 4) Customer Orientation; 5) Integrity; 6) Leadership; 7) Professionalism; 8) Respect for Diversity; and 9) Responsiveness.

These shared values are encompassed in the County Strategic Plan's five Goals: 1) Operational Effectiveness; 2) Children, Family and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies and community and contracting partners.

### 1.0 SCOPE OF WORK OVERVIEW

The purpose of the Physical Health Disability Assessment is to provide an enhanced medical disability assessment performed by County-approved Contractor(s).

Contractor will execute physical health disability assessment services by way of a physical exam that will assess the disability of General Relief (GR) participants and identify an appropriate program path which the participant is referred for continued services. Program paths must include one of the following:

- a. Designation of employable and referral to employment services.
- b. Designation of temporarily unemployable.
- c. Designation of permanently unemployable.
- d. Designation of unemployable with accommodations.
- e. Designation of employable with accommodations.

The purpose of the Comprehensive Physical Health Disability Evaluation is to provide comprehensive physical health disability evaluations performed by County-approved Contractor(s). For this Contract, permanently disabled refers to a physical impairment or combination of impairments that causes marked and

severe functional limitations, that can be expected to cause death or that has lasted or can be expected to last for a continuous period of not less than 12 months. A comprehensive physical health disability evaluation would be performed for permanently disabled participants in need of additional documentation to support their Supplemental Security Income (SSI) applications.

The Contractor shall:

- a. Contractors of the Physical Health Disability Assessment and Comprehensive Physical Health Disability Evaluations must demonstrate a clear understanding of the targeted population and its needs. Physical Health Disability Assessments and Comprehensive Physical Health Disability Evaluations contract and services will begin May 1, 2011.

Los Angeles County has fourteen (14) GR Districts, which will require physical health disability assessment and comprehensive physical health disability evaluation services.

Prospective Contractors are invited to submit a proposal to perform both the assessments and the comprehensive physical health disability evaluations.

Only one Contractor will be awarded a contract to perform both the assessments and the comprehensive physical health disability evaluations per GR District, with no more than fourteen Contractors, Countywide.

The County expects all Contractors to meet the following criteria:

- Have experience providing health services to the County's indigent or homeless population.
  - Have experience with documenting their permanent or long-term disability in support of Supplemental Security Applications (SSI) applications.
  - Meet the qualification of Federally Qualified Health Center (FQHC); or FQHC look-alike agency.
- b. Provide General Relief (GR) Physical Health Disability Assessment Services and GR Comprehensive Physical Health Disability Evaluation Services in the form described in this Statement of Work and in the Technical Exhibits hereunder.
  - c. Provide all, except for those items listed in Section 2.2 (County Furnished Items), personnel, materials, supervision and other items or services necessary to provide Physical Health Disability Assessment Services and to complete Comprehensive Health Evaluation Services for GR applicants/participants.
  - d. Perform to or exceed the standards in Technical Exhibit X, Performance Requirements Summary. On an annual basis, the County requires

Contractor to achieve a physical health disability assessment completion rate of 100% and a comprehensive physical health disability evaluation completion rate of 100%.

Performance standards, particularly those that apply to completion, referral and approval rates, are subject to revision by the County. The County recognizes that significant changes in Social Security Administration (SSA) regulations or in the composition of the DPSS participant population could significantly impact the Contractor's ability to achieve or exceed the performance standards.

Contractor for GR Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services shall consist of work collaboratively with the GR Program staff, District staff, and SSI Advocates.

Contractor will fully comply with all applicable requirements of the GR Program – all regulations, rules and policies issued pursuant to the enabling statute(s), and all applicable ordinances, rules, policies, directives, and procedures adopted by the County for which the Contractor is provided notice as it relates to GR participants.

Contractor will ensure that all services furnished through this Contract meets the language needs of the population served.

### **1.1 Physical Health Disability Assessment**

Contractors are to implement a medical assessment process, in which a physical examination will be administered, the disabilities of indigent adults will be identified and documented, a determination of disability status and recommendations of additional needed services will be made for the disabled participants. In working with GR participants, the Contractor shall establish medical evidence based not only on the individual's statement of symptoms, but also upon a medical assessment that includes the results of a physical health examination, review of medical history, signs, symptoms, and laboratory findings.

Note: The County is open to discuss any recommended changes to the process that would ensure a more efficiently run program and accurate targeted outcomes.

### **1.2 Physical Health Disability Assessment Write – Up**

Contractor will collaborate with the County and any other Contractors to develop a single Countywide physical health disability assessment tool. The physical health disability assessment write-up will include, but is not limited to, documentation of GR applicant/participant's medical history, make medical observations, a prognosis, disability status recommendation, and service referral(s).

The assessment write-up should include a narrative of the preliminary physical exam findings, a disability status determination, and a narrative supporting the disability status determination. The disability status determination narrative must capture the following:

- a. Observation of applicant's/participant's overall appearance, general health and behavior;
- b. Assess health history (adult illness, injuries, operations, hospitalization, medications, allergies, family history, etc.);
- c. Identify actual and potential health problems;
- d. Perform physical examination;
  - ✓ Measurement of height and weight;
  - ✓ Recording of vital signs (pulse, breathing rate, body temperature, and blood pressure);
  - ✓ Examine skin, head, eyes, ears, nose and sinus, mouth and throat, neck, back, breast and armpits, if applicable to patient's needs;
  - ✓ Perform a breast exam and pap test (for women), if applicable;
  - ✓ Examine abdomen, liver, kidneys, lungs, heart, and legs, if applicable;
  - ✓ Examine musculoskeletal system, neurological system and any systems that would confirm the health professional's evaluation of person's ailment, if applicable;
- e. Allow minimal lab work and x-rays to substantiate illnesses, medical conditions or health problem, if applicable;
- f. Other, as determined by physician; and
- g. Provide, verify or confirm the following information:
  - ✓ Need for a Mental Health Assessment, if appropriate.
  - ✓ Referral provided to the Department of Health Services or other health care provider, if appropriate
  - ✓ Name of hospital, clinic, other provider (current or past treating physician of permanent disability condition), if appropriate.
    - Hospitalization
    - Outpatient Treatment
    - Counseling
  - ✓ SSI Determination
    - Potentially SSI Eligible?  Yes  No
    - Has patient applied/received SSI/SSP?  Yes  No
  - ✓ Physical Health Disability Assessment disposition
    - Client is assessed as permanently disabled
    - Client is assessed as temporarily disabled. Include recovery period.
    - Client is assessed as disabled, but volunteers to work with accommodations. List physical accommodations needed for employment or medical restrictions.
    - Client can work, employable.



- Client is assessed as having limitations, but can work with accommodations, referred to as employable with accommodations.
- ✓ Participant willing to work  Yes  No
- ✓ Diagnostic Impression:
  - Drug or Alcohol Abuse
  - Developmentally Disabled
  - Other Medical Problems (explain)
- ✓ Limited or no assessment services provided because:
  - Client refused services
  - No services needed (explain)
  - Other reason (explain)

The physical health disability assessment write-up is to be provided to DPSS via United States Postal Service (USPS) mail, electronic scanning, or system upload (depending on program capability) with completion of client's authorization to release medical assessment information.

### 1.3 Comprehensive Physical Health Disability Evaluation

Contractor is to implement the comprehensive physical health disability evaluation services component, which includes an extensive approach to thoroughly identifying, documenting and providing evidentiary support of the medical conditions and diagnoses, prognoses, and functional limitations of permanently disabled indigent adults, and retrieve medical history and treatment of current ailments for participants who have applied for or intend on applying for SSI. Referrals for the comprehensive physical health disability evaluation will be initiated by the County.

**Note:** The County is open to discuss any recommended changes to the process that would ensure a more efficiently run program and accurate targeted outcomes.

### 1.4 Comprehensive Physical Health Disability Evaluation Write-Up

Contractor will collaborate with the County and any other Contractors to develop a single Countywide comprehensive physical health disability evaluation tool. Comprehensive Physical Health Disability Evaluation write-up must substantiate and provide the medical evidence required to support the GR applicants/participants' permanent disability claim and their application for SSI benefits. The comprehensive physical health disability evaluation write-up shall include but not be limited to, thorough documentation of an in-depth medical history and physical; medical observations; diagnosis; prognosis; specialized examinations; laboratory findings; recommended treatment, and written letters to SSA that describe participants' disabling condition(s), physical impairments, and functional limitations in support of participants' SSI applications.

The comprehensive physical health disability evaluation write-up must include a copy of the completed tool designed to capture the following:

- a. Assess health history (adult illness, injuries, operations, hospitalization, medications, allergies, family history, etc.);
- b. Identify actual and potential health problems;
- c. Perform physical examination;
  - ✓ Measurement of height and weight;
  - ✓ Recording of vital signs (pulse, breathing rate, body temperature, and blood pressure);
  - ✓ Examine skin, head, eyes, ears, nose and sinus, mouth and throat, neck, back, breast and armpits, if applicable;
  - ✓ Perform a breast exam and pap test (for women), if applicable;
  - ✓ Examine abdomen, liver, kidneys, lungs, heart, and legs, if applicable;
  - ✓ Examine musculoskeletal system, neurological system and any systems that would confirm the health professionals evaluation of person's ailment, if applicable;
- d. Allow minimal lab work and x-rays to substantiate medical conditions or health problems, if applicable;
- e. Other, as determined by physician; and
- f. Provide, verify or confirm the following information:
  - ✓ Need for a Mental Health Assessment or Comprehensive Mental Health Evaluation, if appropriate.
  - ✓ Referral provided to the Department of Health Services, or other health care provider, if appropriate.
  - ✓ Name of hospital, clinic, other provider (current or past treating physician of permanent disability condition), if applicable.
    - Hospitalization
    - Outpatient Treatment
    - Counseling
  - ✓ SSI Determination
    - Potentially SSI Eligible?  Yes  No
    - Has patient applied/received SSI/SSP?  Yes  No
  - ✓ Limited or no comprehensive physical health disability evaluation services provided because:
    - Client refused services
    - No services needed (explain)
    - Other reason (explain)

The comprehensive physical health disability evaluation write-up is to be provided to the DPSS SSI Advocate via U.S. Mail, electronic scanning, or system upload (depending on program capability) with completion of client's authorization to release medical assessment information.

## 1.5 Caseload Characteristics

The caseload is exclusively needy adults who are ineligible for State or federal cash assistance. An average GR case consists of one person, living alone, with no income or resources. The maximum monthly GR grant is \$221.

The GR caseload includes the following employability status classifications. An employability status classification determines which program path an individual will be assigned during his/her participation in the GR Program, and may be designated based on the outcome of the Physical Health Disability Assessment

### **Employable (E)**

Individuals are designated employable through self-declaration or through a physical health disability assessment by contracted medical providers. Individuals determined to be employable are required to participate in the General Relief Opportunities for Work (GROW) program, designed to help them find employment. Employables may receive GR for nine months in any 12 month period, provided they continue to comply with GROW requirements.

### **Employable with Accommodations/Restrictions (E)**

Individuals are designated employable with accommodations/restrictions through a physical health disability assessment by contracted medical providers. Individuals determined to be employable with accommodations/restrictions are required to participate in the General Relief Opportunities for Work (GROW) program, designed to help them find employment. Individuals who are designated as employable with accommodations may receive GR for nine months in any 12 month period, provided they continue to comply with GROW requirements.

### **Temporarily Unemployable (U)**

Individuals are designated temporarily unemployable if their disability is determined to last for a period of less than twelve months through a physical health disability assessment by contracted medical providers. GR eligibility for temporarily unemployable individuals is not time limited, nor are they required to participate in GROW.

### **Permanently Unemployable (U)**

Individuals are designated permanently unemployable if their disability is determined to last for a period of twelve months or more through a physical health disability assessment by contracted medical providers. GR eligibility for permanently unemployable individuals is not time limited, nor are they required to participate in GROW. Permanently unemployable, disabled individuals must apply for SSI and are referred to an SSI Advocate for assistance.

### **Unemployable with Accommodations (U)**

Individuals are designated unemployable with accommodations through a physical health disability assessment by contracted medical providers, but volunteer to participate in GROW with accommodations. GR eligibility for individuals determined unemployable with accommodations/restrictions is not time limited, nor are they required to participate in GROW. However, these individuals may volunteer to participate in GROW.

The following employability status classifications are provided for informational purposes only. Designation to these employability status classifications will not be determined by the Physical Health Disability Assessment Contractor.

### **Needs Special Assistance (NSA)**

Individuals with mental disabilities are designated as Needs Special Assistance (NSA). NSAs are given priority treatment in the District Office and are exempt from most GR requirements. GR for NSAs is not time limited, nor are they required to participate in GROW. However, NSA can also be employable with accommodations. Evaluation of mental disability is conducted by Department of Mental Health (DMH) or Adult Protective Services (APS) staff, who are collocated in GR Districts. If a medical physician identifies a GR participant as having a mental health disability, the health service provider is to inform the Eligibility Worker (EW). The EW will refer the participant to DMH for a mental health disability assessment. If the GR participant is assessed to be permanently mentally disabled, the participant will be referred to the DPSS SSI Advocate for assistance with completing his/her SSI application.

### **Administratively Unemployable (AU)**

Individuals with circumstances that prevent them from seeking employment, other than physical or mental disabilities, may be designated Administratively Unemployable (AU). For example, an AU designation may be assigned because an individual provides full time care to an incapacitated family member, is pregnant, or is 65 years of age or older. GR eligibility is not time limited for AUs, nor are they required to participate in GROW.

As of July 2010, the estimated caseload is as follows:

### **Participants Approximate Caseload Percentage**

Employable (E)	34% of GR population
Unemployable (U)	66% of GR population
Need Special Assistance	23% of GR U population

Administratively Unemployable	14% of GR U population
Permanently Unemployable	11% of GR U population
Temporarily Unemployable	52% of GR U population
Males	66% of GR population
Females	34% of GR population

## 1.6 Caseload Projections

In preparing for the delivery of Physical Health Disability Assessment services and Comprehensive Physical Health Disability Evaluation services, the County agrees to provide the Contractor with existing caseload data as displayed the Statement of Work. The County shall provide caseload projections for the subsequent contract year.

The projections are the best available estimates of the workload the Contractor can expect to experience for the first contract year. These projections by no means guarantee that the Contractor will receive this number of cases.

## 1.7 Pre-Implementation

1. No later than thirty (30) calendar days prior to implementation of the Contract, the Contractor shall provide to the County for approval, the location where services will be provided at the Contractor's facility(ies). The Contractor's facility(ies) shall be accessible and within one hour's travel time by public transportation from the Contractor's site to the GR District Office(s).
2. The Contractor shall provide to the County, for approval, no later than thirty (30) calendar days prior to the start of the Contract, a copy of all tools, forms and charts to be used for the GR Physical Health Disability Assessment Recommendation and GR Comprehensive Health Evaluation Recommendation and forms which will be given to, or signed by the GR applicant/participant. Copies of any proposed changes shall be submitted to the County, for approval, prior to implementation.

**Note:** The County is open to discuss any recommended changes to the process that would ensure a more efficiently run program and accurate targeted outcomes.

3. The Contractor shall provide the County, no later than ten (10) calendar days following execution of the Contract and monthly thereafter, with the designated number and appointment times per day available for GR Physical Health Disability Assessment Services and GR Comprehensive Physical Health Disability Evaluations for the County's automated appointment scheduling system.

4. The Contractor shall maintain all records (e.g., books, documents, medical, financial) and case files at a central facility for five (5) years after the termination of this Contract or until all audits are completed, whichever is later. The length of time maintaining and storing case files may be longer based on other government statues, codes and/or other regulatory authority requirements.

## **2.0 Responsibilities**

### **2.1 Key County Personnel**

#### **A. County Contract Administrator (CCA):**

The County will designate one (1) person who will act as the County Contract Administrator (CCA) for the County and shall:

1. Have full authority to monitor the Contractor's performance in the daily operation of this Contract.
2. Provide direction/serve as liaison to the Contractor in areas relating to policy, information and procedural requirements.
3. Negotiate with the Contractor on changes in service requirements.
4. The County will inform the Contractor of the name, address and telephone number of the CCA, in writing, at the time this Contract is awarded, and at any time thereafter a change of CCA is made.
5. Not be authorized to make any changes in the Standard Terms and Conditions of the Contract or to obligate the County in any way whatsoever.
6. Monitor the Contractor's performance under the Contract using the quality assurance procedures established in Technical Exhibit X-X, Performance Requirements Summary, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract.
7. Ensure that services, requirements and deliverables of the Contract are met and evaluate the Contractor's performance under this Contract.

#### **B. Contract Monitor(s)**

County shall provide Contract Monitor(s) that may monitor all provisions under the Contract. Monitoring includes Administrative Monitoring primarily involving the Contract's terms and conditions, Fiscal Monitoring related to the Contract's fiscal provisions, and Service Delivery Monitoring related to the Contract's Statement of Work and Performance Requirement Standards.

### **2.2 County Furnished Items**

All County furnished items are provided by the County for the duration of the Contract only, and solely for the performance of this Contract. The County shall provide no materials, equipment, and/or services necessary to perform physical health disability assessments and comprehensive physical health disability evaluations, except as identified below.

#### A. Information Technology

The County will provide, or cause to be provided, at no cost to the Contractor, the following Information Technology:

1. Access to the LEADER Computer System for each Contractor site, as deemed necessary by the County for input, inquiry and update.
2. Corresponding User Policy and Agreement forms to ensure the systems are safeguarded against misuse.
3. Any additional IT resources deemed necessary by the County.

Contractor must maintain the security and integrity of the LEADER computer systems by having up-to-date LEADER Computer System User Agreements on-file for each end-user and disallowing the sharing of access codes and passwords between staff.

The County must evaluate and approve all software or tools used in the operation or support of the GR Physical Health Disability Assessment activity and GR Comprehensive Physical Health Disability Evaluation activity. All approved software must be compatible with County standards and hardware and software standards.

#### B. Space

Based on the availability of space, the County may provide space for a mobile medical unit at some of the DPSS District parking lots that can be used to perform the GR Physical Health Disability Assessments and GR Comprehensive Physical Health Disability Evaluations.

#### C. Training

County will provide initial training to Contractor staff, which will include the following, if applicable:

1. Overview of GR Program
2. LEADER System Training

The County may add mandatory trainings of all Contractor staff, as deemed necessary by the County. Subsequent to initial hiring,



Contractor will be responsible for providing orientation and LEADER training for Contractor staff on an ongoing basis.

#### D. Transportation

The County will provide GR participants with round-trip bus tokens (and cash transfer, if necessary) for Physical Health Disability Assessments, meetings with the SSI Advocate, Comprehensive Physical Health Disability Evaluations and/or to attend SSI-related appointments.

### 2.3 Materials

The County shall supply to the Contractor:

- a. DPSS Operations Handbook, Section 21, Civil Rights Program, Civil Rights Handbook and Desk Reference Guide
- b. Applicable DPSS Policies
- c. A supply of Civil Rights Complaint forms, PA 607 (for use by participants in reporting civil rights complaints), and all other County-required forms in the various Threshold Languages
- d. Required Posters
- e. Materials and videos for staff training, if applicable
- f. DPSS hiring guidelines for Contractor use in assessing the appropriateness of hiring contracted staff under this Contract.

### 2.4 Contractor Personnel

#### A. Contract Manager

The Contractor will provide a Contract Manager and alternate who will act as primary liaison with DPSS and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified in writing prior to Contract award and at any time thereafter a change of Contract Manager or alternate is made. Specifically, the Contract Manager or his/her alternate shall:

1. Have full authority to act for the Contractor on all Contract matters relating to the daily operation of this Contract.
2. Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, except County holidays.
3. Be able to read, write, speak, and understand English fluently
4. Provide administrative supervision and management oversight of the Physical Health Disability Assessment Team and Comprehensive Physical Health Disability Evaluation Team;
5. Prepare and submit reports, invoices and other DPSS-requested

- documentation;
6. Oversee all Physical Health Disability Assessment activities, Comprehensive Physical Health Disability Evaluation activities and contract/performance and requirements;
  7. Monitor and ensure contract compliance;
  8. Ensure that appropriate supervision and oversight is provided to all staff providing services under this Contract; and
  9. Respond to and resolve crisis and emergency situations related to physical health disability assessment services, comprehensive physical health disability evaluation services and GR applicants/participants.

**B. Other Contractor Personnel**

For the purpose of this Contract, licensed health care professional is defined as a physician, physician assistant, psychiatrist, psychiatric clinician, and/or nurse practitioner providing health care services. Such persons shall be licensed health care professionals and all of their health care entries, physical health disability assessments and comprehensive physical health disability evaluations shall be signed-off by a physician according to standard practice procedures established by federal and State requirements and medical board guidelines.

Contractor shall provide qualified health care practitioners that are responsible for the primary health care activities and duties outlined in this Contract.

1. Contractor shall be required to provide and assign to each of the Contractor facilities, at least one (1) Registered Nurse and one (1) Supervising Physician from 8:00 a.m. to 5:00 p.m. Monday through Friday.

**C. Contractor Operations and Services Staff**

The Contractor will:

1. Identify, under sworn statement, all Contractor employees who are receiving public assistance and ensure that any employee receiving public assistance has met his/her reporting responsibility to the County and has no access to County and Contractor records of any friends, relatives, business relations, personal acquaintance, tenants, or any individual whose relationship could reasonably sway his/her conduct or performance on the job. Contractor shall maintain all employees' signatures on file re: conflict of interest. Access includes, but is not limited to, determining eligibility for

- public assistance, transmitting computer data, and physical possession of case and disability related documents.
2. Be responsible for removing and replacing, within twenty-four (24) hours, any Contractor employee performing services under the Contract and insuring that such individual's duties are satisfactorily performed until a replacement can be arranged, when reasonably requested to do so by the CCA.
  3. Furnish supervisory, administrative and direct labor personnel to accomplish all work required by the Contract.
  4. Provide culturally sensitive staff for all public contact positions.
  5. Ensure all Contractor personnel meet the minimum requirements listed in the Contract.
  6. Have an active recruitment program that will ensure staff turnover is promptly addressed.

The Contractor shall provide and ensure there is sufficient staff, including bilingual personnel with the professional background, training and experience to provide the services required by this Contract.

## **2.5 Contractor Furnished Items**

### **A. Equipment/Supplies**

The Contractor shall provide training materials, supplies and equipment necessary to perform all services required by this Statement of Work and adhere to all requirements imposed on the Contractor by the Contract. The Contractor shall also provide office-related items such as personal computers, printers and monitors, fax machines, photocopier machines, software, Internet and e-mail access and other program-related items, as required by the County. Equipment and any and all fixed assets purchased with Contract funds will be considered County property and shall be returned to the County upon Contract termination/expiration. All purchases must be reported to the County for tracking purposes.

### **B. Security**

The Contractor shall meet any security measures as required by the County. The County must approve the Contractor's security measures.

### **C. Confidentiality**

Contractor shall ensure that the Contractor Acknowledgment and Confidentiality Agreement, as illustrated in Technical Exhibit X is signed and a copy is on file prior to starting work under this Contract.

#### D. Materials

The Contractor shall post in each Contractor facility, where they are easily accessible to employees and GR participants, Equal Employment Opportunity (EEO), State-approved Non-discrimination in Services notices, and any other required notices, per instructions of the CCA. The CCA shall provide the notice to Contractor.

#### E. Training

Contractor shall ensure that Physical Health Disability Assessment Services staff and Comprehensive Physical Health Disability Evaluation staff is provided appropriate training prior to performing services under this Contract. Contractor shall work with DPSS on training issues related to the Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation. At minimum, Contractor personnel topics shall include, but are not limited to disability documentation and documentation completion.

The Contractor shall also furnish the following trainings:

- a. Child abuse, elder abuse, the California Safely Surrendered Baby Law, cultural awareness, and Civil Rights training for the Contractor's staff who have direct contact with the GR participants to the extent the training has not been given by the County.
- b. Employee orientation and in-service training for all staff that have direct contact with GR participants. Such training will cover all aspects of the contracted services.
- c. Training to Contractor staff on issues relating to timely processing of referrals, regular contact and follow-up with GR applicants/participants. Training shall be provided upon request by DPSS staff.

#### F. Facilities and Maintenance

The Contractor shall provide all sites for GR Physical Health Disability Assessment Services and GR Health Comprehensive Physical Health Disability Evaluations. The Contractor's facility(ies) shall be accessible and within one (1) hour's travel time by public transportation from the Contractor's site to the GR District Office(s). Information and maps regarding the GR Offices and Boundaries are identified in Attachment B.

Contractor shall provide all furniture, equipment, maintenance, security, telephone installations, parking and other services necessary

for the operations of the facility as a Physical Health Disability Assessment site and as a Health Comprehensive Physical Health Disability Evaluation site.

Contractor shall maintain facilities in a manner consistent with the County's standard. Facilities must be clean, well lit, and provide a business-like environment for all GR participants.

Each Contractor(s) public-contact office must post universal directional and/or multilingual directional signs, informational signs and posters as required by the California Department of Social Services Manual of Policies and Procedures, Division, 21. (This can be accessed at [http://www.dss.cahwnet.gov/ord/CDSSManual\\_240.htm](http://www.dss.cahwnet.gov/ord/CDSSManual_240.htm).) The contractor shall also provide an environment readily accessible to individuals with disabilities as described in the following: Title II of the Americans with Disabilities Act of 28 CFR Part 35, Appendix A of 28 CFR, which contains ADA Accessibility Guidelines that govern the physical accessibility requirements of state and local governments, and Title 24 of the California Code of Regulations (CCR), Parts 1, 2, 3, 5, 8 and 12, which contain the regulations governing structural accessibility for individuals with disabilities in public facilities in the State of California.

## 2.6 Hours of Operation

Contractor will be available during County's regular business hours of Monday through Friday between 8:00 a.m. and 5:00 p.m. to respond to County inquiries and to provide GR Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services. County may require flexible, non-traditional hours. This may require a change in the hours of operation which shall be accommodated by Contractor at no additional cost to the County.

Contractor is not required to provide services on County-recognized holidays. The CCA will provide a list of County holidays to Contractor at the start of the Contract, and at the beginning of each calendar year.

## 2.7 Use of Outside Resources

Contractor, upon County approval, may use outside resources and/or services providing:

- a. There is no charge to County
- b. Confidentiality rights are protected.
- c. Services are within allowable time frames.
- d. No additional supportive services are needed.

## 2.8 Complaints

Within fifteen (15) business days after the Contract effective date, Contractor shall provide the CCA with Contractor's policy for receiving, investigating, responding and resolving Physical Health Disability Assessment and Comprehensive Physical Health Disability Evaluation applicant/participant and community complaints, including Civil Rights complaints. (See Contract, Section X.) The Contractor shall designate a Complaint Liaison to coordinate responses on complaints.

Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.

When a complaint cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

The Contractor shall process Civil Rights complaints by allowing the participant to file a Civil Rights complaint via the PA 607, Complaint of Discriminatory Treatment form with Contract Manager, with County staff/contracted staff, with staff at the State/federal levels or directly with DPSS' Civil Rights & Customer Relations Section at (562) 908-8501. A thorough review and response to these complaints is necessary to ensure corrective action is taken.

## 2.9 Quality Control

The Contractor will establish and utilize a comprehensive Quality Control Plan to assure the County of a consistently high level of service quality throughout the term of this Contract. The Plan shall be submitted to the CCA for review and approval. The Plan shall be effective on the Contract start date and will be updated and re-submitted for CCA approval as changes occur. The Plan shall include, but not be limited to, the following:

- a. The method for ensuring the services and requirements defined in the Contract are being provided at or above the level of quality agreed upon by the County and the Contractor.
- b. The method for assuring that professional staff rendering services under this Contract has the necessary credentials/licenses.
- c. The method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable.

- d. A commitment to provide to the County upon request a record of all inspections from the time the problem is first identified, a clear description of the problem, the corrective action taken and the time elapsed between identification and completed corrective action.
- e. The method for continuing to provide services to the County in the event of a strike or other labor action of the Contractor's employees.
- f. The method of safeguarding the integrity of the County's GR Physical Health Disability Assessment activity and GR Comprehensive Physical Health Disability Evaluation activity by actively preventing against all forms of fraud.

## 2.10 County's Quality Assurance Plan

This Contract includes performance targets that will assist in measuring the Contractor's performance related to providing Comprehensive Physical Health Disability Evaluation Services. These measures will evaluate the Contractor's abilities in meeting performance targets in accordance with Exhibit X of this Contract. Such performance targets include, but are not limited to, referrals for and completion of the comprehensive physical health disability evaluation.

The County will evaluate the Contractor's performance under this Contract on no less than an annual basis, with at least one visit being an onsite occurrence. Such evaluation will include assessing the Contractor's compliance with all Contract Terms, Program Standards, Performance Outcome Measures (Attachment X, Section X.X), and Performance Requirements Summary (Attachment X, Technical Exhibit X). The Performance Requirements Summary identifies and summarizes elements of this Contract, the County will be evaluating to assure that contract performance standards are met by the Contractor. The Contractor's deficiencies, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected, may be reported to the Board of Supervisors. The report may include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract. (Refer to Attachment X, Technical Exhibit X, *Performance Requirements Summary Chart*, hereunder).

### 1. Performance Evaluation Meetings

Performance evaluation meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (Attachment X, Technical Exhibit X) is issued, at the discretion of the CCA, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.



Action items from any performance evaluation meeting shall be prepared by the CCA and signed by the Contract Manager and CCA. Should the Contract Manager not concur with the action items, he/she shall submit a written statement to the CCA within ten (10) business days from the date of receipt of the signed action items. The Contract Manager's written statement shall be attached to the CCA's action items and be a part thereof. Failure to do so shall result in the acceptance of the action items as written. If any dispute is still unresolved, the decision of the CCA will be final.

Under advance notice, either the County or the Contractor may make an auditory recording of the meeting.

## 2. *Contract Discrepancy Reports*

Verbal notification of a Contract discrepancy will be made to the Contract Manager or designee as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved by the Contract Manager within a time period mutually agreed upon by the County and the Contractor. The CCA will determine whether a formal Contract Discrepancy Report shall be issued (Attachment X, Technical X). Upon receipt of this document, the Contractor is required to respond in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the CCA within ten (10) workdays.

### 3.0 **Specific Tasks**

The Contractor shall ensure that all health care professionals maintain up-to-date credentials, licensing, and knowledge and skill levels in accordance with requirements of the Physical Health Disability Assessment Services and the Comprehensive Physical Health Disability Evaluation Services. Health care professionals shall also demonstrate knowledge and have experience in providing health services to indigent and/or homeless populations, and in assessing and thoroughly documenting their medical conditions, physical impairments/disabilities, prognoses, and health care needs. Contractor shall ensure the Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services are flexible and meet the needs of the targeted population, including the provision of both walk-in and scheduled visits.

Contractor shall ensure adherence to all laws and regulations related to GR applicant/participant consent, authorizations, privacy of health care, and personal health information.

### 3.1 Persons To Be Served

Contractor shall provide Physical Health Disability Assessment Services to GR participants who self-disclose an inability to work due to a physical incapacitation based on referral by DPSS.

Contractor shall provide Comprehensive Physical Health Disability Evaluation Services to GR permanently disabled participants who are referred by a DPSS or DPSS-contracted SSI Advocate.

### 3.2 Services To Be Provided

#### Physical Health Disability Assessment

A health care team approach will facilitate the appropriate assessment of the applicant/participant referred by DPSS. The Contractor must provide a health care team, supervised by an on-site physician. Clerical support is also required on-site.

The Contractor shall refer all participants to continue (or seek) medical treatment from County facilities or PPPs contracted with LA County DHS. The Contractor may refer the participant, as appropriate, for additional physical and/or psychiatric examinations to be conducted by examiners who will perform such examinations on a voluntary, no-fee basis. (This provision is added to allow for such an event. At this time, the County is not aware of any medical examiners performing such examinations on a no-fee basis.)

#### Comprehensive Physical Health Disability Evaluation

Contractor shall provide comprehensive physical health disability evaluations to GR participants. Such services shall be client-centered and in accordance with current medical and nursing practice in the field of primary health care according to the California Department of Healthcare Services. Services provided by the Contractor shall include, but are not limited to the following:

- 1) Conduct Comprehensive Physical Health Disability Evaluation for each GR participant referred.
- 2) Document Comprehensive Physical Health Disability Evaluation in LEADER System and the type of follow-up services needed.
- 3) Ensure completed documentation is forwarded to EW, SSI Advocate and/or GROW Case Managers.

The Contractor shall refer, as appropriate, participants who need continuing or follow-up medical care to County health facilities, Public-

Private Partnerships (PPPs) contracted with Los Angeles County DHS, or other appropriate health care provider. The Contractor may refer the participant, as appropriate, for additional physical and/or psychiatric examinations to be conducted by examiners who will perform such examinations on a voluntary, no-fee basis. (This provision is added to allow for such an event. At this time, the County is not aware of any medical examiners performing such examinations on a no-fee basis.)

Contractor shall ensure adherence to all laws and regulations related to client consents, authorizations and privacy of health care, mental health care and personal health information. Contractor shall ensure that appropriate consents and authorizations are completed in order to communicate and/or collaborate with GR applicants/participants and to release or obtain personal or protected health information regarding the referred participant.

### 3.3 Appointments

#### Physical Health Disability Assessment

- a. The Contractor will receive automated referrals for the physical health disability assessment and manual referrals for the comprehensive physical health disability evaluation and shall adhere to the Contractor location and appointment time schedule.
- b. The Contractor shall ensure that GR applicants/participants who arrive on time are seen within 30 minutes of their scheduled appointment time.
- c. For LEADER-scheduled appointments, LEADER will automatically schedule and initiate a control of the appointments.

#### Comprehensive Physical Health Disability Evaluation

- a. For Comprehensive Physical Health Disability Evaluations, the Contractor shall ensure that GR participants who arrive within fifteen (15) minutes of their appointment time are seen on the same day. The Contractor shall not reschedule participants who arrived within the above mentioned timeline to another date. The participant must be afforded sufficient time to explain his/her disability, treating sources, work history and other relevant facts. The Contractor shall notify the referring SSI Advocate of any rescheduled appointments.
- b. The County must approve any additional methods of evaluating GR participants. The Contractor is to make a diligent inquiry as to the nature and extent of the participant's disability(s), treating sources, work history, and other relevant facts. The Contractor shall accept the participant's file copies of medical or employment records the participant provides at the comprehensive physical health disability evaluation, if applicable.

Although appointments are to be scheduled individually with appropriate time reserved, on occasion several participants might arrive at the Contractor's office at approximately the same time. In those circumstances, the Contractor may initially distribute general paperwork and informing notices to the participant, and may give a brief explanation of the purposes and intent of the appointment to the each participant. The explanation must begin with a statement that each participant will be seen individually to discuss his/her case in private. Under no circumstances is the Contractor to discuss a participant's case in a group setting.

**Note:** The County is open to discuss any recommended changes to the process that would ensure a more efficiently run program and accurate targeted outcomes.

The Contractor shall conduct the initial face-to-face physical health disability assessment and comprehensive physical health disability evaluation with the participant in private. In the event that the participant fails to appear or cooperate with the face-to-face interview, the Contractor must notify DPSS. Failure to complete a physical health disability assessment and comprehensive physical health disability evaluation shall not preclude Contractor from providing a written notification or update to DPSS.

### **3.4 Service Delivery Sites**

Contractor's facilities for GR Physical Health Disability Assessment and Comprehensive Physical Health Disability Evaluation Services shall be provided at sites to be determined by the Contractor and approved by the County. These service delivery sites shall be licensed and Medi-Cal certified in accordance with current federal and State standards for such facilities and must adhere to all fire and safety inspections. For each service delivery site, Contractor shall develop a Physical Health Disability Assessment and Comprehensive Physical Health Disability Evaluation Services scheduling format, which must be submitted to the County for approval within ten (10) days of the execution of this Contract. Contractor shall implement Physical Health Disability Assessment and Comprehensive Physical Health Disability Evaluation Services in accordance with the approved site locations and schedules within thirty (30) days of the execution of this Contract.

Contractor shall request approval from the DPSS in writing a minimum of thirty (30) days before altering schedules or terminating services at such location(s) and/or before commencing services at any other location(s).

### **3.5 GR Physical Health Disability Assessment Services**

A. The Contractor shall make a functional ability determination regarding

- the applicant's/participant's ability to work.
- B. The Contractor shall provide GR Health Disability Assessment Services in accordance with the Procedures and Protocol described in this Statement of Work.
  - C. The Contractor shall designate one of the following disability status when the disability exists apart from a drug or alcohol addiction:
    1. Permanently disabled applicants/participant;
    2. Temporarily disabled applicants/participants;
    3. Employable applicants/participants;
    4. Employable applicants/participants with restrictions or accommodations.
    5. Unemployable applicants/participants with restrictions or accommodations.
  - D. The Contractor shall discuss preliminary medical findings with the applicant/participant and respond to his/her questions regarding the physical health disability assessment content. The Contractor shall advise the applicant/participant of the results at the time of the physical health disability assessment, indicating the disability status. The Contractor shall give the applicant a copy of medical findings and documents concerning the disability status, if requested. Additional assessment results or information may be updated at a later date.
  - E. The Contractor shall refer, as appropriate, participants who need continuing or follow-up medical care to County health facilities, Public-Private Partnerships (PPPs) contracted with Los Angeles County DHS, or other appropriate health care provider.
  - F. A determination of mental health/substance abuse disorder shall be designated Temporarily Unemployable for a maximum **thirty (30)-day period**. Concurrently, the Contractor shall initiate a written referral to the district office for follow-up substance abuse and/or mental health disability assessment referrals.

Note: The County is open to discuss any recommended changes to the process that would ensure a more efficiently run program and accurate targeted outcomes.

### 3.6 GR Comprehensive Physical Health Disability Evaluation

- A. The Contractor shall make its best efforts to obtain authorization from the applicant/participant to retrieve past medical records from the applicant's/participant's previous physician(s) if needed in order to make a comprehensive evaluation of the permanent physical disability.
- B. The Contractor shall refer all applicants/participants to DHS contracted or directly operated facilities for treatment of conditions, as appropriate, regardless of the disability status.

**Note:** The County is open to discuss any recommended changes to the process that would ensure a more efficiently run program and accurate targeted outcomes.

### 3.7 Data Entry Tasks

#### Physical Health Disability Assessment

- A. The Contractor shall print a list of all scheduled appointments for any given day, annotating show/no show applicants/participants.
- B. The Contractor shall input and update data to the DPSS computer system for each applicant/participant assessed for disability, including the no shows, on the same date as the scheduled appointment. If the DPSS computer system is down, the Contractor shall immediately notify the CCA.
- C. The Contractor shall input the preliminary results of the physical health disability assessment on the same date as the scheduled appointment. The Contractor's input shall include but is not limited to the following information related to the physical health disability assessment:

1. Patient did not keep the appointment.
2. Physical Health Disability Assessment Date (the County will schedule the appointment date via automation).
3. One of the following employability categories:

- **PERMANENTLY DISABLED**
- **TEMPORARILY UNEMPLOYABLE** (Disability Expiration Date)

**Note:** Disability expiration date must be a minimum of 6 months and not exceed 12 months in duration. However, for cases in which the recovery time for an illness is less than 6 months, such as broken leg, contractor may assign a shorter disability expiration date.

- **EMPLOYABLE**
- **EMPLOYABLE with restrictions/accommodations.**
- **UNEMPLOYABLE with restrictions/accommodations.**

#### Comprehensive Physical Health Disability Evaluation

- A. The Contractor shall print a list of all scheduled appointments for any given day, annotating show/no show applicants/participants.
- B. The Contractor shall input the preliminary results of the comprehensive

physical health disability evaluation the same day as the scheduled appointment. Additional assessment results or information may be updated at a later date.

**Note:** The County is open to discuss any recommended changes to the process that would ensure a more efficiently run program and accurate targeted outcomes.

### 3.8 Record Retention Tasks

- A. Contractor shall maintain records on each individual participant which shall be current and detailed consistent with required—medical and psychiatric practice in accordance with the California Code of Regulations. Such records shall include, but are not limited to: referral, demographic information, intake information, participant’s physical health disability assessment and comprehensive physical health disability evaluation, case notes (includes details of participant’s conditions/symptoms, durations, etc), and record of services rendered by the various professional and paraprofessional personnel in sufficient detail to permit an evaluation of services.
- B. The Contractor shall create and maintain a medical record for each GR applicant/participant for whom GR Physical Health Disability Assessment Services and/or GR Health Comprehensive Physical Health Disability Evaluation Services are performed. The record shall contain sufficient record of the physical health disability assessment data and comprehensive physical health disability evaluation data including, but not limited to: applicant’s/participant’s name, medical history questionnaire, patient’s rights and responsibilities, consent to treatment, authorization for release of medical records, applicant’s/participant’s comments, intake history, progress notes, applicant/participant survey questionnaire, diagnoses, recommended treatment and all charting of patients’ records in SOAP (Screening, Observation, Assessment, Plan) format. All such records shall be available to the County upon request and shall be available each time the applicant/participant is seen by the Contractor. Any further medical findings shall be maintained in the same record.
- C. The Contractor, upon written authorization of the applicant/participant, shall provide photocopies of medical records to the County (or its agents), and/or Social Security Administration (or its agents) at no cost to the County.
- D. The Contractor shall create an individual record for each participant referred by the County. The record shall include, but is not limited to:
  1. Copies of contact letters.
  2. Correspondence to and from EW and other DPSS staff.
  3. Notes taken during each interview and/or subsequent sessions.
  4. Length of each time the participant was seen.



5. Purpose and context of each participant contact (such as telephone calls and letters) with EW, SSI Advocates, and other health care providers.
6. Any other pertinent information and documentation related to the GR participant.
7. Medical record with all medical verification and documentation.

The record shall also include a participant profile related to all factors that SSA reviews in making a disability determination. Those factors include, but are not limited to, age, education, level of literacy, fluency in English and summary of vocational history.

In addition to the medical record, the Contractor must make an entry in LEADER Comments.

### **3.9 Confidentiality of Records**

Contractor shall maintain the confidentiality of individual GR applicant's/participant's records/information by:

- A. Maintaining files in locked drawers and cabinets at Contractor's GR Physical Health Disability Assessment Services sites, Comprehensive Evaluation Services sites and at the Contractor's headquarters.
- B. Limiting access of files to Contractor's designated staff.

These files, however, are subject to audit, and shall be accessible to County upon request during any business day.

### **3.10 Physical Health Disability Assessment Appeals**

In the event that the applicant/participant appeals the physical health disability assessment, the following shall occur:

- A. The Contractor shall inform the applicant/participant of the available appeal process;
- B. The Contractor shall input the applicant's/participant's disability status as "Temporarily Unemployable" (T) for the applicant/participant for fifteen (15) calendar days;
- C. The Contractor's Medical Director/Chief Physician or designated doctor shall review the applicant's/participant's medical record and make a second determination within fifteen (15) calendar days from the date of the physical health disability assessment, which may include:
  1. No change in disability status;
  2. Change in disability status;
  3. Recommendation that the applicant/participant be re-examined by the Contractor

- D. Upon completion of the review of medical records and/or physical health disability assessment, the Contractor shall advise the applicant/participant of the disability status at the time of the re-assessment.
- E. The Contractor shall input the results of the re-assessment into the computer system within one (1) work day following the disposition.
- F. If a re-assessment is made as a result of an appeal process, additional payment shall neither be requested by the Contractor nor paid by the County.

### 3.11 Reporting Tasks

The Contractor shall make reports, as may be required by the County, concerning its activities as they affect the Contract duties and purposes contained herein. The Contractor shall also perform the following:

- A. The Contractor shall complete a Monthly Management Report (MMR). This report, which shall be submitted to the CCA by the fifteenth (15<sup>th</sup>) calendar day of each succeeding month, by Region, shall summarize:
  1. Statistical data regarding GR Physical Health Disability Assessment Services activities and GR Comprehensive Physical Health Disability Evaluation Services activities processed during the report month, accompanied by a list of the applicants/participants served (the County will provide the Contractor with sample format).
  2. Statistical data regarding physician activities to include a list of providers and the number of GR Physical Health Disability Assessments each provider conducted during the report month. Of the physical health disability assessments conducted, the number of employable, permanently disabled, temporarily disabled, and temporarily disabled with accommodations determinations made.
  3. A list of the fifteen (15) most common disability diagnoses in the report month; e.g., back injury, with a breakout of the number of physical health disability assessments resulting in a determination of employable, temporarily unemployable, temporarily unemployable with accommodations, or permanently disabled status.
  4. A narrative, as appropriate, that provides the County with suggestions or comments for improving services.
  5. Any other reports as requested by the County.
- B. Complete and provide to the CCA reports/forms as required by County, and by the due dates established by the County.
- C. Report any problems and recommend solution of problems to county within five (5) workdays of discovery.

### 3.12 Representation And Referral Criteria

Contractor's staff shall be available to provide Physical Health Disability Assessment Services and Comprehensive Physical Health Disability Evaluation Services in accordance with the appointment time schedule provided to the County by the Contractor and in accordance with this Statement of Work.

A. Contractor shall accept all referrals from the County. Eligibility Worker will refer a GR applicant/participant for a Physical Health Disability Assessment:

1. LEADER referral - LEADER will schedule an initial interview with the GR Disability Assessor.

B. The Contractor shall notify DPSS, via LEADER, of the completion of the physical health disability assessment, prognosis and their disability recommendation. A summary of referral, number of physical health disability assessments completed, number referred to employment, number identified as temporarily disabled, number identified as temporarily disabled with accommodations and number identified as permanently disabled is to be included in the Monthly Management Report.

1. The Contractor shall make at least three attempts to contact the participant, if the GR participant fails to show to the first appointment.
2. Contractor is to obtain referrals on a daily basis from the LEADER automated system.

C. Referrals to Contractor will be manually scheduled appointments made by the DPSS or DPSS-contracted SSI Advocate for Comprehensive Physical Health Disability Evaluations.

1. The DPSS or DPSS-contracted SSI Advocate will contact the Contractor to confirm appointment availability when scheduling GR participants for Comprehensive Physical Health Disability Evaluations.

The Contractor shall maintain internal records on the Contractor's own computer workstation/network in a software application such as Microsoft WORD, Excel, Access, OpenOffice.org, etc. listing of all referrals received as a backup to the LEADER or manual referral-listing method.

#### 4.0 Technical Exhibits

The following documentation and forms are Technical Exhibits:

- A. Contract Discrepancy Report
- B. Performance Requirements Summary

#### 5.0 Definitions

##### **Acceptable Quality Level (AQL):**

Acceptable Quality Level is a measurement which expresses the allowable leeway or variance from the Contract Standard, above which the County will reject a specific service. The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error, and that less than Standard performance may sometimes be unintentional.

##### **Budget:**

The document that details the Contractor's costs for providing services is included in the Contract. Included in the Budget are the following:

##### **Contract Discrepancy Report:**

The report that is used when the performance of the Contractor is unacceptable, and/or when the number of discrepancies found during contract monitoring exceeds the number of discrepancies allowed by the AQL.

##### **Department of Public Social Service (DPSS):**

The County department that is responsible for providing social and financial services to eligible persons in the County of Los Angeles.

##### **Federally Qualified Health Center (FQHC):**

A Federally Qualified Health Center (FQHC) is a community-based health organization. An FQHC provides comprehensive primary health, oral and mental health/substance abuse services to persons in all stages of the life cycle. FQHCs include all organizations receiving grants under Section 330 of the Public Health Service Act and certain tribal organizations.

##### **FQHC Look-Alike:**

"FQHC Look-Alikes" are health centers that receive cost-based reimbursement for their Medicaid services, but do not receive malpractice coverage under Federal Tort Claims Act (FTCA) or a cash grant.

- Do not receive 330 funding but operate and provide services similar to 330 grant-funded programs.
- Are non-profit organizations governed by users.
- Are not controlled or owned by another entity.

- Serve whole or part of a federally designated Medically Underserved Area (MUA) or Medically Underserved Population (MUP).
- Meet the statutory, regulatory and program requirements for 330 grantees.
- Are open at least 32 hours per week.
- Provide same primary care services as regular FQHC.
- Assure that all required services are available to all persons
- Have a sliding fee scale
- Have CEO directly employed by the health center
- Have management information systems and billing procedures in place
- Conduct an annual independent financial audit
- Are or have applied to be a Medicaid and Medicare provider

**General Relief (GR):**

General Relief (GR) is a County-funded program that provides temporary cash aid to indigent adults who are ineligible for federal or State programs.

**General Relief Opportunities to Work (GROW):**

General Relief Opportunities for Work (GROW) provides employment and training services to help employable General Relief (GR) participants obtain jobs and achieve self-sufficiency.

**Participant:**

A participant is a person who receives GR benefits and services, (i.e., a client).

**Random Sample:**

A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection. This is one of the methods by which DPSS may monitor Contractor's performance in providing the required services.

**Sample Size:**

The number of units or services to be checked, for any given time period.

**Standard:**

A minimum requirement set by the County for the Contractor to perform a service or activity.