

REQUIRED FORMS – EXHIBIT 13

REQUIRED SUPPLEMENTAL DOCUMENTATION

The following items **must be submitted**. Each item (A – Y) must be submitted together with tabbed dividers delineating the appropriate letter. All changes/updates must be submitted at the time of occurrence. Please note that 13U – 13Y are forms that are included here in this document.

- A. Board of Directors/Corporate Officers – Submit a current listing of names and addresses, including positions held. Include a listing of all community advisory groups.
- B. Authorized Person(s)/Position(s) Legally Able to Conduct Business of Agency – List persons/positions legally empowered to sign contracts for the contract year and contract renewal term. Documentation supporting this authority, i.e., a copy of Board minutes must be provided with the submission of this completed, signed form.
- C. Rent and Lease Agreements – Agreements specifying: 1) term; 2) monetary consideration; 3) other consideration; 4) full names and addresses of lessor, including family relationship between lessor and agency; and 5) listing of full names of officers, directors, etc. who have any family relationship with lessor **shall be made available upon request**.
- D. Contracts (Consultants) – Include any/all Consultant contracts. **These documents shall be made available upon request**.
- E. Organizational Chart (Agency) – Include organizational chart(s) for all current and new programs.
- F. State Facility Licenses – Include appropriate/current licenses for each service location and/or program. _____
Expiration Date
- G. Medi-Cal (MC) Certification – Attach copy of letter from either SDMH or County DMH which indicates certification to provide Medi-Cal (MC) services.
- H. Equipment Leases – Copies of leases for all equipment, including automobiles, photocopiers, etc. **shall be made available upon request**.
- I. Maintenance Agreements – Copies of all maintenance agreements for equipment **shall be made available upon request**.

- J. Insurance Certificates: Address and name of each contract program or site must be identified on policy statement. If all operations are covered, simply state “all operations.” The types of insurance listed below must provide the following coverage:

	<u>Limits:</u>	<u>Expiration Date</u>
1. General Liability	\$1,000,000 per occurrence; \$2,000,000 aggregate	_____
2. Automobile Liability	\$1,000,000 per accident	_____
3. Professional Liability	\$1,000,000 per occurrence; \$3,000,000 aggregate	_____
4. Workers' Compensation	\$1,000,000 per accident; disease policy limit; per employee per disease	_____

Insurer's Financial Ratings

Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best rating of not less than **A:VII**.

Insurer's Endorsement

County of Los Angeles shall be named as additional insured on General Liability coverage.

Insurer's Termination

County shall be notified within 30 days in advance of any modification or termination of any program of insurance.

- K. Articles of Incorporation and all amendments - Shall be submitted at the onset of the initial year and thereafter only if updates or revisions are made during the remaining term of the Agreement.
- L. By-laws and all amendments - Shall be submitted at the onset of the initial year and thereafter only if updates or revisions are made during the remaining term of the Agreement.
- M. Corporate Seal - Affix to Articles of Incorporation. **Corporate seal must read the same as agency name**, and shall be submitted at the onset of the initial year and thereafter only if updates or revisions are made during the remaining term of the Agreement.
- N. Form of Business Organization – Submit affidavits sworn and executed by contractor's officers regarding: 1) Business organization, e.g., proprietorship, partnership or corporation; 2) Statement indicating whether or not agency is wholly or substantially owned by another business organization; and 3) Statement indicating whether or not agency wholly or partially owns another business providing services.

- O. Non-Discrimination in Services and Employment Policy Statement - Submit the following:
1. Policy statement of non-discrimination in delivery services and employment practices.
 2. Non-discrimination in Employment Complaint Procedures. Include a copy of such procedures which are to be posted by contractor.
 3. Written procedures to address complaints concerning non-discrimination in services. Include a copy of such procedures which are to be posted by contractor.
- P. Federal/State Tax Status - Submit evidence of tax status from IRS and State of California.
- Q. Agency Literature - If the budget includes the cost of any literature to be distributed to the public, it is **mandatory** that a copy of such literature be submitted for review (In compliance with the Contract, the agency is to clearly indicate that the services which it provides under the Agreement are funded by the **County of Los Angeles**).
- R. Job Description(s) - Submit a job description for each staff classification listed for the contract. Job descriptions should be consistent with the staff items/classifications listed on the personnel sheets of the Budget section. Job descriptions must contain at least the following: position title, functional assignment, supervisor, Department or Division, minimum qualifications and duties.
- S. Staff Licenses - Submit **current** licenses for all staff that require licensure.
- T. Financial Statements - Submit the most current audited financial statement, including a profit and loss/revenue and expenditure statements and balance sheet as prepared by a Certified Public Accountant. All financial statements shall be submitted as discussed in Part IV of the Legal Entity Contract Negotiation Package.
- U. Contractor Acknowledgement and Confidentiality Agreement - (Must be maintained on file by contractor.) The Contractor's employee acknowledges awareness that he/she is not an employee of the County, while performing services under the contract, and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any persons or entity and the County of Los Angeles.
- V. Contractor Employee Acknowledgement and Confidentiality Agreement - (Must be maintained on file by contractor.) The Contractor's employee acknowledges awareness that he/she is not an employee of the County, while performing services under the contract, and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any persons or entity and the County of Los Angeles.

REQUIRED FORMS – EXHIBIT 13

REQUIRED SUPPLEMENTAL DOCUMENTATION (Continued)

- W. Contractor Non-Employee Acknowledgment and Confidentiality Agreement - (Must be maintained on file by contractor.) The Subcontractor's employee acknowledges awareness that he/she is not an employee of the County, while performing services under the subcontract, and will not acquire any rights or benefits from the County of Los Angeles pursuant to any Agreement between any persons or entity and the County of Los Angeles.
- X. Subcontract(s) - Contractors must have **prior written** approval from County in order to enter a particular subcontract. **All requests must be in writing, and are subject to the criteria outlined in the Legal Entity Agreement.**
- Y. Other Government Contracts - Disclose **all** contracts with other County, State, and Federal departments/agencies and the amount of each contract.
- AA. **County's WebVen Vendor Registration System:** All new contractors are required to register with the County's WebVen Vendor Registration System: <http://camisvr.co.la.ca.us/webven>.
Identify Vendor Registration No. _____

REQUIRED FORMS – EXHIBIT 13U

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, Contractors, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

REQUIRED FORMS – EXHIBIT 13V

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____
POSITION: _____

When completed, this form must be maintained on file by CONTRACTOR in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.

REQUIRED FORMS – EXHIBIT 13W

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

REQUIRED FORMS – EXHIBIT 13X

SUBCONTRACT(S)

Contractor's request to County shall include:

1. The reasons for the particular subcontract.
2. A detailed description of the services to be provided by the subcontract.
3. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
4. A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.
5. A copy of the proposed subcontract which shall contain the following provision: "This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."
6. Any other information and/or certifications requested by County.

Contractor shall remain responsible for any and all performance required of it under this Agreement.

Contractor shall indemnify and hold harmless County, its officers, employees, and agents from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any subcontractor, including any officers, employees, or agents of any subcontractor, in the same manner as required for contractor, its officers, employees and agents, under this Agreement.

This list in no way limits the terms and conditions as set forth in Paragraph 27 (SUBCONTRACTING) of the Clinical Laboratory Services Agreement.

NOTE: Contractor must have prior written approval from County in order to enter a particular subcontract and all requests must be in writing.

