

OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Long Beach, CA 90802-4664

AGREEMENT

34167

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3 THIS AGREEMENT is made and entered, in duplicate, as of October 14,  
4 2015, for reference purposes only, pursuant to a minute order adopted by the City Council  
5 of the City of Long Beach at its meeting on October 13, 2015, by and between AMERICAN  
6 CORRECTIONAL SOLUTIONS, INC., a California corporation ("Contractor"), with a place  
7 of business at 1400 Reynolds Ave., Suite 103, Irvine, CA 92614, and the CITY OF LONG  
8 BEACH, a municipal corporation ("City").

9 WHEREAS, City requires specialized services requiring unique skills to be  
10 performed in connection with Jail Inmate Medical Services ("Project"); and

11 WHEREAS, City has selected Contractor in accordance with City's  
12 administrative procedures using a Request for Proposal No. PD15-154, attached hereto  
13 as Exhibit "A-1", and incorporated by this reference, and City has determined that  
14 Contractor and its employees are qualified, licensed, if so required, and experienced in  
15 performing these specialized services; and

16 WHEREAS, City desires to have Contractor perform these specialized  
17 services, and Contractor is willing and able to do so on the terms and conditions in this  
18 Agreement;

19 NOW, THEREFORE, in consideration of the mutual terms, covenants, and  
20 conditions in this Agreement, the parties agree as follows:

21 1. SCOPE OF WORK OR SERVICES.

22 A. Contractor shall furnish specialized services more particularly  
23 described in Exhibit "A-2", attached to this Agreement and incorporated by this  
24 reference, in accordance with the standards of the profession, and City shall pay for  
25 these services in the manner described below, not to exceed One Hundred Fifty  
26 Thousand Dollars (\$150,000.00), at the rates or charges shown in Exhibit "A-2".

27 B. City shall pay Contractor in due course of payments following  
28 receipt from Contractor and approval by City of invoices showing the services or

1 task performed, the time expended (if billing is hourly), and the name of the Project.  
2 Contractor shall certify on the invoices that Contractor has performed the services  
3 in full conformance with this Agreement and is entitled to receive payment. Each  
4 invoice shall be accompanied by a progress report indicating the progress to date  
5 of services performed and covered by the invoice, including a brief statement of any  
6 Project problems and potential causes of delay in performance, and listing those  
7 services that are projected for performance by Contractor during the next invoice  
8 cycle. Where billing is done and payment is made on an hourly basis, the parties  
9 acknowledge that this arrangement is either customary practice for Contractor's  
10 profession, industry or business, or is necessary to satisfy audit and legal  
11 requirements which may arise due to the fact that City is a municipality.

12 C. Contractor represents that Contractor has obtained all  
13 necessary information on conditions and circumstances that may affect its  
14 performance and has conducted site visits, if necessary.

15 D. By executing this Agreement, Contractor warrants that  
16 Contractor (a) has thoroughly investigated and considered the scope of services to  
17 be performed, (b) has carefully considered how the services should be performed,  
18 and (c) fully understands the facilities, difficulties and restrictions attending  
19 performance of the services under this Agreement. If the services involve work upon  
20 any site, Contractor warrants that Contractor has or will investigate the site and is  
21 or will be fully acquainted with the conditions there existing, prior to commencement  
22 of services set forth in this Agreement. Should Contractor discover any latent or  
23 unknown conditions that will materially affect the performance of the services set  
24 forth in this Agreement, Contractor must immediately inform the City of that fact and  
25 may not proceed except at Contractor's risk until written instructions are received  
26 from the City.

27 E. Contractor must adopt reasonable methods during the life of  
28 the Agreement to furnish continuous protection to the work, and the equipment,

1 materials, papers, documents, plans, studies and other components to prevent  
2 losses or damages, and will be responsible for all damages, to persons or property,  
3 until acceptance of the work by the City, except those losses or damages as may  
4 be caused by the City's own negligence.

5 F. CAUTION: Contractor shall not begin work until this  
6 Agreement has been signed by both parties and until Contractor's evidence of  
7 insurance has been delivered to and approved by City.

8 2. TERM. The term of this Agreement shall commence at midnight on  
9 September 1, 2015, and shall terminate at 11:59 p.m. on September 1, 2017, unless  
10 sooner terminated as provided in this Agreement, or unless the services or the Project is  
11 completed sooner. The parties have the option to extend the term for two (2) additional  
12 one-year periods.

13 3. COORDINATION AND ORGANIZATION.

14 A. Contractor shall coordinate its performance with City's  
15 representative, if any, named in Exhibit "B", attached to this Agreement and  
16 incorporated by this reference. Contractor shall advise and inform City's  
17 representative of the work in progress on the Project in sufficient detail so as to  
18 assist City's representative in making presentations and in holding meetings on the  
19 Project. City shall furnish to Contractor information or materials, if any, described in  
20 Exhibit "C", attached to this Agreement and incorporated by this reference, and shall  
21 perform any other tasks described in the Exhibit.

22 B. The parties acknowledge that a substantial inducement to City  
23 for entering this Agreement was and is the reputation and skill of Contractor's key  
24 employee, Josh Parrott. City shall have the right to approve any person proposed  
25 by Contractor to replace that key employee.

26 4. INDEPENDENT CONTRACTOR. In performing its services,  
27 Contractor is and shall act as an independent contractor and not an employee,  
28 representative or agent of City. Contractor shall have control of Contractor's work and the

1 manner in which it is performed. Contractor shall be free to contract for similar services to  
2 be performed for others during this Agreement; provided, however, that Contractor acts in  
3 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges  
4 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;  
5 (b) City will not secure workers' compensation or pay unemployment insurance to, for or  
6 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of  
7 the usual and customary rights, benefits or privileges of City employees. Contractor  
8 expressly warrants that neither Contractor nor any of Contractor's employees or agents  
9 shall represent themselves to be employees or agents of City.

10 5. INSURANCE.

11 A. As a condition precedent to the effectiveness of this  
12 Agreement, Contractor shall procure and maintain, at Contractor's expense for the  
13 duration of this Agreement, from insurance companies that are admitted to write  
14 insurance in California and have ratings of or equivalent to A:V by A.M. Best  
15 Company or from authorized non-admitted insurance companies subject to Section  
16 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII  
17 by A.M. Best Company, the following insurance:

18 (a) Commercial general liability insurance (equivalent in scope to  
19 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than  
20 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This  
21 coverage shall include but not be limited to broad form contractual liability,  
22 cross liability, independent contractors liability, and products and completed  
23 operations liability. City, its boards and commissions, and their officials,  
24 employees and agents shall be named as additional insureds by  
25 endorsement (on City's endorsement form or on an endorsement equivalent  
26 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance  
27 shall contain no special limitations on the scope of protection given to City,  
28 its boards and commissions, and their officials, employees and agents. This

1 policy shall be endorsed to state that the insurer waives its right of  
2 subrogation against City, its boards and commissions, and their officials,  
3 employees and agents.

4 (b) Workers' Compensation insurance as required by the California  
5 Labor Code and employer's liability insurance in an amount not less than  
6 \$1,000,000. This policy shall be endorsed to state that the insurer waives  
7 its right of subrogation against City, its boards and commissions, and their  
8 officials, employees and agents.

9 (c) Professional liability or errors and omissions insurance in an  
10 amount not less than \$1,000,000 per claim.

11 (d) Commercial automobile liability insurance (equivalent in scope  
12 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an  
13 amount not less than \$500,000 combined single limit per accident.

14 B. Any self-insurance program, self-insured retention, or  
15 deductible must be separately approved in writing by City's Risk Manager or  
16 designee and shall protect City, its officials, employees and agents in the same  
17 manner and to the same extent as they would have been protected had the policy  
18 or policies not contained retention or deductible provisions.

19 C. Each insurance policy shall be endorsed to state that coverage  
20 shall not be reduced, non-renewed or canceled except after thirty (30) days prior  
21 written notice to City, shall be primary and not contributing to any other insurance  
22 or self-insurance maintained by City, and shall be endorsed to state that coverage  
23 maintained by City shall be excess to and shall not contribute to insurance or self-  
24 insurance maintained by Contractor. Contractor shall notify City in writing within five  
25 (5) days after any insurance has been voided by the insurer or cancelled by the  
26 insured.

27 D. If this coverage is written on a "claims made" basis, it must  
28 provide for an extended reporting period of not less than one hundred eighty (180)

1 days, commencing on the date this Agreement expires or is terminated, unless  
2 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,  
3 continuing coverage for a period of not less than three (3) years, commencing on  
4 the date this Agreement expires or is terminated.

5 E. Contractor shall require that all sub-contractors or contractors  
6 that Contractor uses in the performance of these services maintain insurance in  
7 compliance with this Section unless otherwise agreed in writing by City's Risk  
8 Manager or designee.

9 F. Prior to the start of performance, Contractor shall deliver to City  
10 certificates of insurance and the endorsements for approval as to sufficiency and  
11 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the  
12 insurance, furnish to City certificates of insurance and endorsements evidencing  
13 renewal of the insurance. City reserves the right to require complete certified copies  
14 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any  
15 time. Contractor shall make available to City's Risk Manager or designee all books,  
16 records and other information relating to this insurance, during normal business  
17 hours.

18 G. Any modification or waiver of these insurance requirements  
19 shall only be made with the approval of City's Risk Manager or designee. Not more  
20 frequently than once a year, City's Risk Manager or designee may require that  
21 Contractor, Contractor's sub-Contractors and contractors change the amount,  
22 scope or types of coverages required in this Section if, in his or her sole opinion, the  
23 amount, scope or types of coverages are not adequate.

24 H. The procuring or existence of insurance shall not be construed  
25 or deemed as a limitation on liability relating to Contractor's performance or as full  
26 performance of or compliance with the indemnification provisions of this Agreement.

27 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement  
28 contemplates the personal services of Contractor and Contractor's employees, and the

1 parties acknowledge that a substantial inducement to City for entering this Agreement was  
2 and is the professional reputation and competence of Contractor and Contractor's  
3 employees. Contractor shall not assign its rights or delegate its duties under this  
4 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval  
5 of City, except that Contractor may with the prior approval of the City Manager of City,  
6 assign any moneys due or to become due Contractor under this Agreement. Any  
7 attempted assignment or delegation shall be void, and any assignee or delegate shall  
8 acquire no right or interest by reason of an attempted assignment or delegation.  
9 Furthermore, Contractor shall not subcontract any portion of its performance without the  
10 prior approval of the City Manager or designee, or substitute an approved sub-Contractor  
11 or contractor without approval prior to the substitution. Nothing stated in this Section shall  
12 prevent Contractor from employing as many employees as Contractor deems necessary  
13 for performance of this Agreement.

14 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,  
15 certifies that, at the time Contractor executes this Agreement and for its duration,  
16 Contractor does not and will not perform services for any other client which would create a  
17 conflict, whether monetary or otherwise, as between the interests of City and the interests  
18 of that other client. And, Contractor shall obtain similar certifications from Contractor's  
19 employees, sub-Contractors and contractors.

20 8. MATERIALS. Contractor shall furnish all labor and supervision,  
21 supplies, materials, tools, machinery, equipment, appliances, transportation and services  
22 necessary to or used in the performance of Contractor's obligations under this Agreement,  
23 except as stated in Exhibit "C".

24 9. OWNERSHIP OF DATA. All materials, information and data  
25 prepared, developed or assembled by Contractor or furnished to Contractor in connection  
26 with this Agreement, including but not limited to documents, estimates, calculations,  
27 studies, maps, graphs, charts, computer disks, computer source documentation, samples,  
28 models, reports, summaries, drawings, designs, notes, plans, information, material and

1 memoranda ("Data") shall be the exclusive property of City. Data shall be given to City,  
2 and City shall have the unrestricted right to use and disclose the Data in any manner and  
3 for any purpose without payment of further compensation to Contractor. Copies of Data  
4 may be retained by Contractor but Contractor warrants that Data shall not be made  
5 available to any person or entity for use without the prior approval of City. This warranty  
6 shall survive termination of this Agreement for five (5) years.

7           10. TERMINATION. Either party shall have the right to terminate this  
8 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days  
9 prior notice to the other party. In the event of termination under this Section, City shall pay  
10 Contractor for services satisfactorily performed and costs incurred up to the effective date  
11 of termination for which Contractor has not been previously paid. The procedures for  
12 payment in Section 1.B. with regard to invoices shall apply. On the effective date of  
13 termination, Contractor shall deliver to City all Data developed or accumulated in the  
14 performance of this Agreement, whether in draft or final form, or in process. And,  
15 Contractor acknowledges and agrees that City's obligation to make final payment is  
16 conditioned on Contractor's delivery of the Data to City.

17           11. CONFIDENTIALITY. Contractor shall keep all Data confidential and  
18 shall not disclose the Data or use the Data directly or indirectly, other than in the course of  
19 performing its services, during the term of this Agreement and for five (5) years following  
20 expiration or termination of this Agreement. In addition, Contractor shall keep confidential  
21 all information, whether written, oral or visual, obtained by any means whatsoever in the  
22 course of performing its services for the same period of time. Contractor shall not disclose  
23 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit  
24 of others except for the purpose of this Agreement.

25           12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a  
26 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor  
27 knew prior to the time City disclosed it; or (b) is or becomes publicly available without  
28 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does



1 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant  
2 to subpoena or court order.

3           13. ADDITIONAL SERVICES. The City has the right at any time during  
4 the performance of the services, without invalidating this Agreement, to order extra work  
5 beyond that specified in the RFP or make changes by altering, adding to or deducting from  
6 the work. No extra work may be undertaken unless a written order is first given by the City,  
7 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.  
8 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in  
9 the time to perform of One Hundred Eighty (180) days or less, may be approved by the  
10 City Representative. Any greater increases, taken either separately or cumulatively, must  
11 be approved by the City Council. It is expressly understood by Contractor that the  
12 provisions of this paragraph do not apply to services specifically set forth in the RFP or  
13 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that  
14 the services to be provided pursuant to the RFP may be more costly or time consuming  
15 than Contractor anticipates and that Contractor will not be entitled to additional  
16 compensation for the services set forth in the RFP.

17           14. RETENTION OF FUNDS. Contractor authorizes the City to deduct  
18 from any amount payable to Contractor (whether or not arising out of this Agreement) any  
19 amounts the payment of which may be in dispute or that are necessary to compensate the  
20 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for  
21 which the City may be liable to third parties, by reason of Contractor's acts or omissions in  
22 performing or failing to perform Contractor's obligations under this Agreement. In the event  
23 that any claim is made by a third party, the amount or validity of which is disputed by  
24 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the  
25 City may withhold from any payment due, without liability for interest because of the  
26 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the  
27 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,  
28 indemnify and protect the City as elsewhere provided in this Agreement.

1           15.    AMENDMENT. This Agreement, including all Exhibits, shall not be  
2 amended, nor any provision or breach waived, except in writing signed by the parties which  
3 expressly refers to this Agreement.

4           16.    LAW. This Agreement shall be construed in accordance with the laws  
5 of the State of California, and the venue for any legal actions brought by any party with  
6 respect to this Agreement shall be the County of Los Angeles, State of California for state  
7 actions and the Central District of California for any federal actions. Contractor shall cause  
8 all work performed in connection with construction of the Project to be performed in  
9 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,  
10 county or municipal governments or agencies (including, without limitation, all applicable  
11 federal and state labor standards, including the prevailing wage provisions of sections 1770  
12 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any  
13 fire marshal, health officer, building inspector, or other officer of every governmental  
14 agency now having or hereafter acquiring jurisdiction. If any part of this Agreement is found  
15 to be in conflict with applicable laws, that part will be inoperative, null and void insofar as it  
16 is in conflict with any applicable laws, but the remainder of the Agreement will remain in full  
17 force and effect.

18           17.    PREVAILING WAGES.

19           A.    Consultant agrees that all public work (as defined in California  
20 Labor Code section 1720) performed pursuant to this Agreement (the "Public  
21 Work"), if any, shall comply with the requirements of California Labor Code sections  
22 1770 *et seq.* City makes no representation or statement that the Project, or any  
23 portion thereof, is or is not a "public work" as defined in California Labor Code  
24 section 1720.

25           B.    In all bid specifications, contracts and subcontracts for any  
26 such Public Work, Consultant shall obtain the general prevailing rate of per diem  
27 wages and the general prevailing rate for holiday and overtime work in this locality  
28 for each craft, classification or type of worker needed to perform the Public Work,

1 and shall include such rates in the bid specifications, contract or subcontract. Such  
2 bid specifications, contract or subcontract must contain the following provision: "It  
3 shall be mandatory for the contractor to pay not less than the said prevailing rate of  
4 wages to all workers employed by the contractor in the execution of this contract.  
5 The contractor expressly agrees to comply with the penalty provisions of California  
6 Labor Code section 1775 and the payroll record keeping requirements of California  
7 Labor Code section 1771."

8 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,  
9 constitutes the entire understanding between the parties and supersedes all other  
10 agreements, oral or written, with respect to the subject matter in this Agreement.

11 19. INDEMNITY.

12 A. Consultant shall indemnify, protect and hold harmless City, its  
13 Boards, Commissions, and their officials, employees and agents ("Indemnified  
14 Parties"), from and against any and all liability, claims, demands, damage, loss,  
15 obligations, causes of action, proceedings, awards, fines, judgments, penalties,  
16 costs and expenses, including attorneys' fees, court costs, expert and witness fees,  
17 and other costs and fees of litigation, arising or alleged to have arisen, in whole or  
18 in part, out of or in connection with (1) Consultant's breach or failure to comply with  
19 any of its obligations contained in this Agreement, including all applicable federal  
20 and state labor requirements including, without limitation, the requirements of  
21 California Labor Code section 1770 *et seq.* or (2) negligent or willful acts, errors,  
22 omissions or misrepresentations committed by Consultant, its officers, employees,  
23 agents, subcontractors, or anyone under Consultant's control, in the performance  
24 of work or services under this Agreement (collectively "Claims" or individually  
25 "Claim").

26 B. In addition to Consultant's duty to indemnify, Consultant shall  
27 have a separate and wholly independent duty to defend Indemnified Parties at  
28 Consultant's expense by legal counsel approved by City, from and against all

1 Claims, and shall continue this defense until the Claims are resolved, whether by  
2 settlement, judgment or otherwise. No finding or judgment of negligence, fault,  
3 breach, or the like on the part of Consultant shall be required for the duty to defend  
4 to arise. City shall notify Consultant of any Claim, shall tender the defense of the  
5 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,  
6 in the defense.

7 C. If a court of competent jurisdiction determines that a Claim was  
8 caused by the sole negligence or willful misconduct of Indemnified Parties,  
9 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the  
10 court determines sole negligence by the Indemnified Parties, or (2) reduced by the  
11 percentage of willful misconduct attributed by the court to the Indemnified Parties.

12 D. The provisions of this Section shall survive the expiration or  
13 termination of this Agreement.

14 20. FORCE MAJEURE. If any party fails to perform its obligations  
15 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain  
16 labor or materials or reasonable substitutes for labor materials, governmental restrictions,  
17 governmental regulations, governmental controls, judicial orders, enemy or hostile  
18 governmental action, civil commotion, fire or other casualty, or other causes beyond the  
19 reasonable control of the party obligated to perform, then that party's performance will be  
20 excused for a period equal to the period of such cause for failure to perform.

21 21. AMBIGUITY. In the event of any conflict or ambiguity between this  
22 Agreement and any Exhibit, the provisions of this Agreement shall govern.

23 22. NONDISCRIMINATION.

24 A. In connection with performance of this Agreement and subject  
25 to applicable rules and regulations, Contractor shall not discriminate against any  
26 employee or applicant for employment because of race, religion, national origin,  
27 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or  
28 disability. Contractor shall ensure that applicants are employed, and that employees

1 are treated during their employment, without regard to these bases. These actions  
2 shall include, but not be limited to, the following: employment, upgrading, demotion  
3 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay  
4 or other forms of compensation; and selection for training, including apprenticeship.

5 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in  
6 accordance with the provisions of the Ordinance, this Agreement is subject to the  
7 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the  
8 Long Beach Municipal Code, as amended from time to time.

9 A. During the performance of this Agreement, the Consultant  
10 certifies and represents that the Consultant will comply with the EBO. The  
11 Consultant agrees to post the following statement in conspicuous places at its place  
12 of business available to employees and applicants for employment:

13 "During the performance of a contract with the City of Long Beach, the  
14 Consultant will provide equal benefits to employees with spouses and its  
15 employees with domestic partners. Additional information about the City of  
16 Long Beach's Equal Benefits Ordinance may be obtained from the City of  
17 Long Beach Business Services Division at 562-570-6200."

18 B. The failure of the Consultant to comply with the EBO will be  
19 deemed to be a material breach of the Agreement by the City.

20 C. If the Consultant fails to comply with the EBO, the City may  
21 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or  
22 to become due under the Agreement may be retained by the City. The City may  
23 also pursue any and all other remedies at law or in equity for any breach.

24 D. Failure to comply with the EBO may be used as evidence  
25 against the Consultant in actions taken pursuant to the provisions of Long Beach  
26 Municipal Code 2.93 et seq., Contractor Responsibility.

27 E. If the City determines that the Consultant has set up or used its  
28 contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be  
2 used as evidence against the Consultant in actions taken pursuant to the provisions  
3 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

4 24. NOTICES. Any notice or approval required by this Agreement shall  
5 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,  
6 postage prepaid, addressed to Contractor at the address first stated above, and to City at  
7 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy  
8 to the City Clerk at the same address. Notice of change of address shall be given in the  
9 same manner as stated for other notices. Notice shall be deemed given on the date  
10 deposited in the mail or on the date personal delivery is made, whichever occurs first.

11 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants  
12 that Contractor has not employed or retained any entity or person to solicit or obtain this  
13 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,  
14 commission or other monies based on or from the award of this Agreement. If Contractor  
15 breaches this warranty, City shall have the right to terminate this Agreement immediately  
16 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments  
17 due under this Agreement or otherwise recover the full amount of the fee, commission or  
18 other monies.

19 26. WAIVER. The acceptance of any services or the payment of any  
20 money by City shall not operate as a waiver of any provision of this Agreement or of any  
21 right to damages or indemnity stated in this Agreement. The waiver of any breach of this  
22 Agreement shall not constitute a waiver of any other or subsequent breach of this  
23 Agreement.

24 27. CONTINUATION. Termination or expiration of this Agreement shall  
25 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,  
26 18, 21 and 28 prior to termination or expiration of this Agreement.

27 28. TAX REPORTING. As required by federal and state law, City is  
28 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.

1 Contractor shall be solely responsible for payment of all federal and state taxes resulting  
2 from payments under this Agreement. Contractor shall submit Contractor's Employer  
3 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not  
4 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.  
5 Contractor acknowledges and agrees that City has no obligation to pay Contractor until  
6 Contractor provides one of these numbers.

7 29. ADVERTISING. Contractor shall not use the name of City, its officials  
8 or employees in any advertising or solicitation for business or as a reference, without the  
9 prior approval of the City Manager or designee.

10 30. AUDIT. City shall have the right at all reasonable times during the  
11 term of this Agreement and for a period of five (5) years after termination or expiration of  
12 this Agreement to examine, audit, inspect, review, extract information from and copy all  
13 books, records, accounts and other documents of Contractor relating to this Agreement.

14 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or  
15 designed to or entered for the purpose of creating any benefit or right for any person or  
16 entity of any kind that is not a party to this Agreement.

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1 IN WITNESS WHEREOF, the parties have caused this document to be duly  
2 executed with all formalities required by law as of the date first stated above.

3 AMERICAN CORRECTIONAL  
4 SOLUTIONS, INC., a California  
5 corporation

6 November 16, 2015

7 By [Signature]  
8 Name Barry Goldstein  
9 Title President

10 November 16, 2015

11 By [Signature]  
12 Name John Parrott  
13 Title Contracts Manager

14 "Contractor"

15 CITY OF LONG BEACH, a municipal  
16 corporation

17 Feb. 3, 2015  
18 2016

19 By [Signature] EXECUTED PURSUANT  
20 TO SECTION 301 OF  
21 THE CITY CHARTER.  
22 City Manager

23 "City" Assistant City Manager

24 This Agreement is approved as to form on December 11, 2015.

25 CHARLES PARKIN, City Attorney

26 By [Signature]  
27 Deputy

28 OFFICE OF THE CITY ATTORNEY  
CHARLES PARKIN, City Attorney  
333 West Ocean Boulevard, 11th Floor  
Lona Beach, CA 90802-4664



# EXHIBIT "A-1"

Request for Proposals (RFP)



City of Long Beach  
 Purchasing Division  
 333 West Ocean Boulevard, 7<sup>th</sup> Floor  
 Long Beach, CA 90802

**City of Long Beach**  
**Request For Proposals Number PD15-154**  
**For**  
**Jail Inmate Medical Services**

Release Date: July 29, 2015  
 Due Date: August 19, 2015

For additional information, please contact:  
**Michelle King, Buyer, 562-570-6020**

**See Section 4 for instructions on submitting proposals.**

Company Name \_\_\_\_\_ Contact Person \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_ Federal Tax ID No. \_\_\_\_\_

E-mail: \_\_\_\_\_

Prices contained in this proposal are subject to acceptance within \_\_\_\_\_ calendar days.

I have read, understand, and agree to all terms and conditions herein. Date \_\_\_\_\_

Signed \_\_\_\_\_

Print Name & Title \_\_\_\_\_

Rev 2014 1001



City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

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### ATTACHMENTS

- A. CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP
- B. PRO-FORMA AGREEMENT
- C. STATEMENT OF NON-COLLUSION
- D. DEBARMENT, SUSPENSION, INELIGIBILITY CERTIFICATION
- E. W-9 REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION



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## 1. OVERVIEW OF PROJECT

The Long Beach (CA) Police Department seeks proposals from individuals, firms, partnerships, and corporations with experience in providing medical services for the police department's In-Custody Jail Inmate Medical Program. Medical services sought include physician services, Advance Practice Nursing services, Physician Assistant services, Relief Registered Nursing services, and medical billing/medical records management services.

The successful vendor will implement established policies, procedures, and protocols consistent with the standards and requirements of the National Commission on Correctional Health Care (NCCHC) or Affordable Care Act (ACA). Work shall be performed in a manner consistent with the jail's administration policies and other relevant laws of the State of California. The vendor must comply with all requirements of HIPAA to the extent that its mandates apply within a correctional setting.

The successful vendor will provide medical services to inmates housed at the city's jail, located at 400 W. Broadway, Long Beach, California, 90802. The jail is a Type 1 facility and used to house non-sentenced male and female prisoners for no longer than 96 hours, excluding holidays. The men's facility has a capacity of 132 inmates while the female's facility has a capacity of 70 inmates. The jail also houses sentenced prisoners who volunteer as "inmate workers."

Currently, the medical unit is operated in two 12-hour shifts each day of the week. The physician(s) maintains scheduled rounds of two times daily. Nursing services are provided 24 hours per day.

The objective of the RFP is to select the most competitive and qualified vendor capable of providing medical services to jail inmates in accordance with the California Code of Regulations, Title 15, Article 11, Medical/Mental Health Care Services, which establishes the requirements and responsibilities of jail health care services.



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## 2. ACRONYMS/DEFINITIONS

For purposes of this RFP, the following acronyms/definitions will be used:

<b>Awarded Contractor</b>	The organization/individual that is awarded and has an approved contract with the City of Long Beach, California for the services identified in this RFP.
<b>City</b>	The City of Long Beach and any department or agency identified herein.
<b>Contractor</b>	Organization/individual submitting a proposal in response to this RFP.
<b>Department / Division</b>	City of Long Beach, Police Department/Fiscal Division
<b>Evaluation Committee</b>	An independent committee comprised solely of representatives of the City established to review proposals submitted in response to the RFP, score the proposals, and select a Contractor.
<b>May</b>	Indicates something that is not mandatory but permissible.
<b>RFP</b>	Request for Proposals.
<b>Shall / Must</b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b>Should</b>	Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the City may, at its sole option, ask the Contractor to provide the information or evaluate the proposal without the information.
<b>Subcontractor</b>	Third party not directly employed by the Contractor who will provide services identified in this RFP.



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### 3. SCOPE OF PROJECT

The proposed contractor shall be an independent contractor with the capability of providing experienced, knowledgeable, and professional medical staff with clinical background in emergency department care, trauma care, and clinical management of individuals in an urgent care setting. Staff will work in accordance with the administrative policies of the city's jail and other applicable laws of the State of California. In addition, the vendor will fashion policies and procedures in accordance with the standards and requirements of the National Commission on Correctional Health Care.

The contractor shall provide adequate staffing levels at all times to assure the availability of health services to inmate patients. The contractor shall strive to obtain medical/nursing staff with primary backgrounds in Emergency Department, ICU, Telemetry, Urgent Care, and Critical Care specialties. The contractor shall provide staff in a cost effective manner, which promotes continuity of care. This shall be maintained by adhering to 12-hour shifts for nursing staff. The contractor and its staff shall be compassionate, responsive, and maintain excellent working relationships with Long Beach City residents, businesses, government officials, and employees. The contractor shall comply with all federal, state, and local laws, rules, regulations, ordinances, and statutes.

#### **On-Site Medical Services**

The contractor must provide an on-site program that focuses on inmate safety, disease prevention, and health promotion among the jail population. Licensed on-duty personnel shall focus on cost containment but not compromise the type or quality of the medical services deemed necessary.

- Provide an on-site physician(s) who will serve as the medical administrator and make sound, responsible decisions
- Provide an on-call physician(s) 24 hours daily, readily available by cell phone for consultation and or response to jail
- Provide intake screenings/examinations performed by qualified licensed health staff (MD; NP; PA; RN)
- Provide initial health assessment completed by a licensed MD, NP, PA, or RN
- Provide non-emergency medical treatment of inmates' request for medical treatment based on established policies and procedures
- Provide emergency medical treatment of inmates in an efficient and timely manner following established policies and procedures



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- Provide emergency medical services staff, who may be summoned to the jail for a medical emergency, written information on inmates clinical condition
- Determine the medical necessity of all off-site medical services that cannot be provided on-site with prompt reporting
- Perform chronic illness/infectious disease protocols in accordance with those standards and requirements of the National Commission on Correctional Health Care (NCCCHC)
- Provide an after-hours resource for jail staff to call with questions regarding inmate medical issues
- Provide public health updates as they apply to infectious diseases specific to inmate populations
- Provide pharmaceutical inventory ordering and management of controlled substances and non-controlled medications
- Provide medication distribution per written orders to inmates at designated time(s)
- Maintain and manage medical records, separate from the custodial records of the inmate
- Provide, analyze, and report medical statistics and overview of medical program on a timeframe established by the City of Long Beach
- Provide quarterly medical staff meetings with licensed personnel to enact continuous quality improvement in delivery of medical services
- Adhere to City of Long Beach jail security policies and procedures

#### **Minimum Staffing Requirements**

- Physician (One on-call 24 hours daily)
- Nurse Practitioner
- Physician Assistant
- Registered Nurse
- Medical Records Clerk



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**4. SUBMITTAL INSTRUCTIONS**

**4.2 RFP Timeline**

<b>TASK</b>	<b>DATE/TIME</b>
Deadline for submitting questions	August 5, 2015 at 4:00 PM
Answers to all questions submitted available	August 12, 2015 at 4:00 PM
Deadline for submission of proposals	August 19, 2015 at 11:00AM
Evaluation/Contractor Selection	August/September 2015

**NOTE:** *These dates represent a tentative schedule of events. The City reserves the right to modify these dates at any time, with appropriate notice to prospective Contractors.*

**4.3** Contractors shall submit one (1) original proposal marked "ORIGINAL"; 3 identical copies; and one (1) digital copy (CD, Flash drive, etc.) as follows:

City of Long Beach  
 c/o City Clerk – Attn: Michelle King  
 333 W. Ocean Blvd., Plaza Level  
 Long Beach, CA 90802

Proposals shall be clearly labeled in a sealed envelope or box as follows:

Request for Proposal No.: RFP PD15-154  
 Title: Jail Inmate Medical Services

**4.4** Proposals must be received by August 19, 2015 at 11:00 AM. Proposals that do not arrive by the specified date and time WILL NOT BE ACCEPTED. Contractors may submit their proposal any time prior to the above stated deadline. The City will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile or telephone proposals will NOT be considered unless otherwise authorized; however, proposals may be modified by fax or written notice provided such notice is received prior to the opening of the proposals.

**4.5** The proposal should be presented in a format that corresponds to and references sections outlined below and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being





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addressed. For ease of evaluation, proposals should be presented in the format described within this RFP.

- 4.6 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 4.7 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 4.8 The proposal must be signed by the individual(s) legally authorized to bind the Contractor.
- 4.9 If complete responses cannot be provided without referencing supporting documentation, such documentation must be provided with the proposal and specific references made to the tab, page, section and/or paragraph where the supplemental information can be found.
- 4.10 Proposals shall be submitted in two (2) distinct parts - the narrative/technical proposal and the cost proposal. **THE NARRATIVE/TECHNICAL PROPOSAL MUST NOT INCLUDE COST AND PRICING INFORMATION.** The narrative/technical proposal will be reviewed first and then the cost proposal. Therefore, each part should be **packaged separately, but submitted together.**



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## **5. PROPOSAL EVALUATION AND AWARD PROCESS**

- 5.1 Proposals shall be consistently evaluated based upon the following criteria:
- 5.1.1 Demonstrated competence;
  - 5.1.2 Experience in performance of comparable engagements;
  - 5.1.3 Expertise and availability of key personnel;
  - 5.1.4 Financial stability;
  - 5.1.5 Conformance with the terms of this RFP; and
  - 5.1.6 Reasonableness of cost.
- 5.2 Proposals shall be kept confidential until a contract is awarded.
- 5.3 The City may also contact the references provided in response to Section 9.3; contact any Contractor to clarify any response; contact any current users of a Contractor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The City shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the City of Long Beach.
- 5.4 The City reserves the right to request clarification of any proposal term from prospective Contractors.
- 5.5 Selected Contractor(s) will be notified in writing. Any award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Contractors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the City reserves the right to negotiate a contract with another Contractor or withdraw the RFP.
- 5.6 Any contract resulting from this RFP shall not be effective unless and until approved by the City Council / City Manager, as applicable.

## **6. PROTEST PROCEDURES**

### **6.1 Who May Protest**

Only a proposer who has actually submitted a proposal is eligible to protest a contract awarded through a Request for Proposals ("RFP"). A proposer may not rely on the protest submitted by another proposer but must pursue its own protest.

### **6.2 Time for Protest**

The City will post a notice of the intent to award a contract at least ten (10) business days before an award is made. The notice will be available to all proposers who



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submitted a proposal via the City's electronic bid notification system at <http://www.longbeach.gov/purchasing/default.asp>. A proposer desiring to submit a protest for a proposal must do so within five (5) business days of the electronic notification of intent to award. The City Purchasing Agent must receive the protest by the close of business on the fifth (5<sup>th</sup>) business day following posting of notification of intent to award the contract. Proposers are responsible for registering with the City's electronic bid notification system and maintaining an updated Contractor profile. The City is not responsible for proposers' failure to obtain notification for any reason, including but not limited to failure to maintain updated email addresses, failure to open/read electronic messages and failure of their own computer/technology equipment. The City's RFP justification memo will be available for review by protestors once the notification of intent to award has been posted via the City's electronic bid notification system.

### 6.3 Form of Protest

The protest must be in writing and signed by the individual who signed the proposal or, if the proposer is a corporation, by an officer of the corporation, and addressed to the City Purchasing Agent. Protests may be submitted via US Mail, hand delivery or email, and must include a valid email address, street address and phone number sufficient to ensure that the City's decision concerning the protest will be received. Protests must set forth a complete and detailed statement of the grounds for the protest and include all relevant information to support the grounds stated, and must refer to specific portions of the RFP and attachments upon which the protest is based. Once the protest is received by the City Purchasing Agent, the City will not accept additional information on the protest unless the City requests it.

### 6.4 City Response to Protest

The City Purchasing Agent or designee will respond with a decision regarding the protest within two (2) business days of receipt of protest by email or US Mail to the address provided in the protest. This decision shall be final.

### 6.5 Limitation of Remedy

The procedure and time limits set forth herein are mandatory and are the proposer's sole and exclusive remedy in the event of a protest. The proposer's failure to comply with these procedures shall constitute a waiver of any right to further pursue a protest, including filing a Government Code Claim or initiation of legal proceedings.



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7. **PROJECT SPECIFICATIONS**

Proposers must conformed to Section 3 noted above.

8. **WARRANTY/MAINTENANCE AND SERVICE**

Not applicable.

9. **COMPANY BACKGROUND AND REFERENCES**

9.1 Primary Contractor Information

Contractors must provide a company profile. Information provided shall include:

- Company ownership. If incorporated, the state in which the company is incorporated and the date of incorporation. An out-of-state Contractor must register with the State of California Secretary of State before a contract can be executed (<http://www.sos.ca.gov/business/>).
- Location of the company offices.
- Location of the office servicing any California account(s).
- Number of employees both locally and nationally.
- Location(s) from which employees will be assigned.
- Name, address and telephone number of the Contractor's point of contact for a contract resulting from this RFP.
- Company background/history and why Contractor is qualified to provide the services described in this RFP.
- Length of time Contractor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- Resumes for key staff to be responsible for performance of any contract resulting from this RFP.

9.2 Subcontractor Information

9.2.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No \_\_\_\_\_ Initials \_\_\_\_\_

If "Yes", Contractor must:

9.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.



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- 9.2.1.2 Provide the same information for any subcontractors as is indicated in Section 9.1 for the Contractor as primary contractor.
- 9.2.1.3. References as specified in Section 9.3 below must also be provided for any proposed subcontractors.
- 9.2.1.4. The City requires that the awarded Contractor provide proof of payment of any subcontractors used for this project. Proposals shall include a plan by which the City will be notified of such payments.
- 9.2.1.5. Primary contractor shall not allow any subcontractor to commence work until all insurance required of subcontractor is obtained.

### 9.3. References

Contractors should provide a minimum of five (5) references from similar projects performed for state and/or large local government clients within the last three years. Information provided shall include:

- Client name;
- Project description;
- Project dates (starting and ending);
- Technical environment;
- Staff assigned to reference engagement that will be designated for work per this RFP;
- Client project manager name and telephone number.

### 9.4. Business License

The Long Beach Municipal Code (LBMC) requires all businesses operating in the City of Long Beach to pay a business license tax. In some cases the City may require a regulatory permit and/or evidence of a State or Federal license. Prior to issuing a business license, certain business types will require the business license application and/or business location to be reviewed by the Development Services, Fire, Health, and/or Police Departments. For more information, go to [www.longbeach.gov/finance/business\\_license](http://www.longbeach.gov/finance/business_license).

## 10. COST

- 10.1 Contractors must provide detailed fixed prices, including out-of-pocket expenses, for all costs associated with the responsibilities and related services indicated herein. Clearly specify the nature of expenses anticipated and the amount of each category for out-of-pocket expenses.
- 10.2 Contractors must submit an hourly rate and/or fee schedule.



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## 11. TERMS, CONDITIONS AND EXCEPTIONS

- 11.1. This contract will be for a period of 24 months with two annual renewal options at the discretion of the City. The contract term will not exceed 48 months.
- 11.2. The City reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the City to do so.
- 11.3. The City reserves the right to waive informalities and minor irregularities in proposals received.
- 11.4. The City reserves the right to reject any or all proposals received prior to contract award.
- 11.5. The City shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City of Long Beach after all factors have been evaluated.
- 11.6. Any irregularities or lack of clarity in the RFP should be brought to the Purchasing Division designee's attention as soon as possible so that corrective addenda may be furnished to prospective Contractors.
- 11.7. Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the Contractor's standard contract language. The omission of these documents may render a proposal non-responsive.
- 11.8. Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.9. Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.10. Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time.
- 11.11. The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, Contractor or prospective Contractor.



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- 11.12. No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 11.13. Prices offered by Contractors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded Contractor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded Contractor for implementation of their proposal.
- 11.14. The City is not liable for any costs incurred by Contractors prior to entering into a formal contract. Costs of developing the proposals or any other such expenses incurred by the Contractor in responding to the RFP, are entirely the responsibility of the Contractor, and shall not be reimbursed in any manner by the City.
- 11.15. Proposal will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law. Each Contractor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the Contractor thereby agrees to indemnify and defend the City for honoring such a designation. The failure to so label any information that is released by the City shall constitute a complete waiver of any and all claims for damages caused by any release of the information.
- 11.16. A proposal submitted in response to this RFP must identify any subcontractors, and outline the contractual relationship between the awarded Contractor and each subcontractor. An official of each proposed subcontractor must sign, and include as part of the proposal submitted in response to this RFP, a statement to the effect that the subcontractor has read and will agree to abide by the awarded Contractor's obligations.
- 11.17. The awarded Contractor will be the sole point of contract responsibility. The City will look solely to the awarded Contractor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded Contractor shall not be relieved for the non-performance of any or all subcontractors.
- 11.18. The awarded Contractor must maintain, for the duration of its contract, insurance coverages as required by the City. Work on the contract shall not begin until after the awarded Contractor has submitted acceptable evidence of the required insurance coverages.
- 11.19. Each Contractor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be



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disclosed. The City reserves the right to disqualify any Contractor on the grounds of actual or apparent conflict of interest.

- 11.20. Each Contractor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, any civil or criminal litigation or investigation pending which involves the Contractor or in which the Contractor has been judged guilty or liable. Failure to comply with the terms of this provision will disqualify any proposal. The City reserves the right to reject any proposal based upon the Contractor's prior history with the City or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures.
- 11.21. The City will not be liable for Federal, State, or Local excise taxes.
- 11.22. Execution of Attachment A of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment B contract form and all terms and conditions therein, except such terms and conditions that the Contractor expressly excludes.
- 11.23. The City reserves the right to negotiate final contract terms with any Contractor selected. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded Contractor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the City during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded Contractor's proposal, and the awarded Contractor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.24. Contractor understands and acknowledges that the representations above are material and important, and will be relied on by the City in evaluation of the proposal. Any Contractor misrepresentation shall be treated as fraudulent concealment from the City of the true facts relating to the proposal.
- 11.25. No announcement concerning the award of a contract as a result of this RFP may be made without the prior written approval of the City.
- 11.26. Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Long Beach Municipal Code Section 2.73 et seq, the Equal Benefits Ordinance. Proposers shall refer to attachment/appendix for further information regarding the requirements of the ordinance.





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- 11.27. All Proposers shall complete and return, with their bid, the Equal Benefits Ordinance Compliance form contained in the attachment/appendix. Unless otherwise specified in the procurement package, Proposers do not need to submit with their bid supporting documentation proving compliance. However, supporting documentation verifying that the benefits are provided equally shall be required if the proposer is selected for award of a contract.
- 11.28. All work performed in connection with construction shall be performed in compliance with all applicable laws, ordinances, rules and regulations of federal, state, county or municipal governments or agencies (including, without limitation, all applicable federal and state labor standards, including the prevailing wage provisions of sections 1770 *et seq.* of the California Labor Code), and (b) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction. The Contractor shall indemnify, defend and hold the City harmless from any and all claims, causes of action and liabilities based upon or arising from the failure of any work related to the Project to comply with all such applicable legal requirements, including, without limitation, any such claims, causes of action or liabilities that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without limitation, the requirements of California Labor Code section 1770 *et seq.*
- 11.29. Contractor agrees that all public work (as defined in California Labor Code section (1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the project or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.
- 11.30. In all bid specifications, contracts and subcontracts for any such Public Work, Contractor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."



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**Attachment A**  
**CERTIFICATION OF COMPLIANCE WITH**  
**TERMS AND CONDITIONS OF RFP**

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal. Any exceptions MUST be documented.

YES \_\_\_\_\_ NO \_\_\_\_\_ SIGNATURE \_\_\_\_\_

EXCEPTIONS: Attach additional sheets if necessary. Please use this format.

**EXCEPTION SUMMARY FORM**

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION ( PROVIDE A DETAILED EXPLANATION)



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## **Attachment B**

### **PRO-FORMA AGREEMENT**

[Depending on service, a different pro-forma agreement may be used. Contact Purchasing or your department's attorney.]

[Insurance requirements may also change; contact Risk Management.]

**ATTACHMENT TO PURCHASE ORDER NO.:**

**FOR PROFESSIONAL SERVICES EQUAL TO OR UNDER \$200,000 (CITY)**

**ADDITIONAL TERMS AND CONDITIONS**

1. All references in the General Conditions of the Purchase Order to "Supplier" shall mean and include Service Provider.

2. Service Provider shall furnish services as set forth on the Purchase Order and any attachments thereto or hereto, not to exceed \$\_\_\_\_\_. City shall pay Service Provider in due course of payments following receipt from Service Provider and approval by City of an itemized statement showing the services performed, the time expended (if billing is hourly) and the name of the project. Service Provider shall certify on the statement that Service Provider has performed the services in full conformance with the Purchase Order and is entitled to receive payment.

3. As an independent contractor, Service Provider shall be free to contract for similar services to be performed for others during the term of the Purchase Order. Service Provider acknowledges and agrees that (a) City will not withhold taxes of any kind from Service Provider's compensation; (b) City will not secure workers' compensation or pay unemployment insurance to, for or on Service Provider's behalf; and (c) City will not provide and Service Provider is not entitled to any of the usual and customary rights, benefits or privileges of City employees. Service Provider expressly warrants that neither Service Provider nor any of its/his/her employees or agents shall represent themselves to be employees or agents of City.

4. Notwithstanding anything to the contrary in the Purchase Order, and as a condition precedent to the effectiveness of the Purchase Order, Service Provider shall procure and maintain at Service Provider's expense for the duration of the Purchase Order insurance companies that are admitted to write insurance in California or from authorized non-admitted insurance companies that have ratings of or equivalent to A:VIII by A.M. Best Company:

(a) Commercial general liability insurance (equivalent in scope to ISO form CG00 01 11 85 or CG00 01 11 88) in an amount not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Such coverage shall include but not be limited to broad form contractual liability, cross liability, independent contractors liability, and products and completed operations liability. City, its officials, employees and agents shall be named as additional insureds by endorsement (on City's endorsement form or on an endorsement equivalent in scope to ISO form CG 20 10 11 85 or to both CG 20 10 10 01 and CG 20 37 10 01), and this insurance shall contain no special limitations on the scope of protection given to City, its officials, employees and agents.

(b) Workers' compensation insurance as required by the California Labor Code and employer's liability insurance in an amount not less than \$1,000,000 per accident.

(c) Professional liability errors and omissions insurance in an amount not less than \$1,000,000 per claim.

(d) Commercial automobile liability insurance (equivalent in scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto), in an amount not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per accident.

Any self-insurance program, self-insured retention, or deductible must be separately approved in writing by City's Risk Manager or designee and shall protect City, its officials, employees and agents in the same manner and to the same extent as they would have been protected had the policy or policies not contained retention or deductible provisions. Each insurance policy shall be endorsed to state that coverage shall not be reduced in coverage, non-renewed, or canceled except after thirty (30) days prior written notice to City, and shall be primary and not contributing to any other insurance or self-insurance maintained by City, its officials, employees and agents. Service Provider shall notify City within five (5) days after any insurance required herein has been voided by the insurer or cancelled by the insured.

Service Provider shall require that all contractors, subcontractors and sub-Service Providers which Service Provider uses in the performance of services under the Purchase Order maintain insurance in compliance with this Section unless otherwise agreed in writing by City's Risk Manager or designee.

Prior to the start of performance under the Purchase Order, Service Provider shall deliver to City certificates of insurance and required endorsements, including any insurance required of Service Provider's contractors, subcontractors and sub-Service Providers for approval as to sufficiency and form. The certificates and endorsements shall contain the original signature of a person authorized by that insurer to bind coverage on its behalf. In addition, Service Provider shall, at least thirty (30) days prior to expiration of the insurance required hereunder, furnish to City certificates of insurance and endorsements evidencing renewal of such insurance. City reserves the right to require complete certified copies of all policies of Service Provider and Service Provider's contractors, subcontractors and sub-Service Providers at any time. Service Provider and Service Provider's contractors, subcontractors and sub-Service Providers shall make available to City all books, records and other information relating to the insurance coverage required herein during normal business hours.

Any modification or waiver of the insurance requirements herein shall only be made with the written approval of the City's Risk Manager or designee. Not more frequently than once a year, the City's Risk Manager or designee may require that Service Provider, Service Provider's contractors, subcontractors and sub-Service Providers change the amount, scope or types of coverages required herein if, in his or her sole opinion, the amount, scope, or types of coverages herein are not adequate.

The procuring or existence of insurance shall not be construed or deemed as a limitation on liability relating to Service Provider's performance of services or as full performance of or compliance with the indemnification provisions herein.

5. The Purchase Order contemplates the personal services of Service Provider and Service Provider's employees, and the parties acknowledge that a substantial inducement to City for entering it was and is the professional reputation and competence of Service Provider and Service Provider's employees. Service Provider shall not assign any interest herein, or any portion hereof, without the prior approval of the City Manager. Any attempted assignment or delegation shall be void, and any assignee or delegate shall acquire no right or interest by reason of such attempted

assignment or delegation. Furthermore, Service Provider shall not subcontract any portion of the performance required hereunder without the prior approval of the City Manager or his designee. Nothing stated in this Section shall prevent Service Provider from employing as many employees as Service Provider deems necessary for performance hereunder.

6. Service Provider, by signing these Additional Terms and Conditions, certifies and shall obtain similar certifications from Service Provider's employees, approved subcontractors and approved sub-Service Providers that, at the time Service Provider signs these Additional Terms and Conditions and during the term hereof, Service Provider does not and will not perform services for any other client which would create a conflict, whether monetary or otherwise, as between the interests of City hereunder and the interests of such other client.

7. In addition to the items identified in Section 4 of the Purchase Order, Service Provider shall furnish all supervision, tools, machinery, appliances, transportation and services necessary to or used in the performance of Service Provider's obligations hereunder.

8. All materials, information and data prepared, developed or assembled by Service Provider or furnished to Service Provider in connection herewith, including but not limited to documents, estimates, calculations, studies, maps, graphs, charts, computer disks, computer source documentation, samples, models, reports, summaries, drawings, designs, notes, plans, information, material, and memoranda (hereinafter "Data") shall be the exclusive property of City. Data shall be given to City, and City shall have the unrestricted right to use and disclose the Data in any manner and for any purpose without payment of further compensation to Service Provider. Copies of Data may be retained by Service Provider but Service Provider warrants that Data shall not be made available to any person or entity for use without the prior approval of City. Said warranty shall survive termination of the Purchase Order for five (5) years. To the extent the Data is covered by copyright laws, then Service Provider hereby assigns its ownership rights in said copyright and Data to City reserving a nonexclusive license to use the Data with the prior approval of City.

9. Service Provider shall place the following copyright protection on all Data: © City of Long Beach, California \_\_\_\_\_ (inserting the appropriate year). As described above, City reserves the exclusive right to seek and obtain a patent or copyright registration on any Data or other result arising from Service Provider's performance hereunder. Service Provider warrants that the Data does not violate or infringe any patent, copyright, trade secret or other proprietary right of any other party. The indemnity provisions hereof shall apply to any breach or alleged breach of this warranty.

10. Notwithstanding anything to the contrary in the Purchase Order, City shall have the right to terminate the Purchase Order for any reason or no reason at any time by giving five (5) calendar days' prior notice to Service Provider. In the event of termination pursuant to this Section, City shall pay Service Provider for services satisfactorily performed up to the effective date of termination for which Service Provider has not been previously paid but City shall have no obligation to have Service Provider perform services after notice of termination has been given. The procedures for payment above with regard to an itemized statement shall apply. On the effective date

of termination, Service Provider shall deliver to City all Data developed or accumulated in performance hereunder, whether in draft or final form, or in process.

11. Service Provider shall keep the Data confidential and shall not disclose the Data or use the Data directly or indirectly other than in the course of services provided hereunder during the term of the Purchase Order and for five (5) years following expiration or termination hereof. In addition, Service Provider shall keep confidential all information, whether written, oral, or visual, obtained by any means whatsoever in the course of Service Provider's performance hereunder for the same period of time. Service Provider shall not disclose any or all of the Data to any third party, nor use it for Service Provider's own benefit or the benefit of others except for the purpose of the Purchase Order.

12. Service Provider shall not be liable for a breach of confidentiality with respect to Data that:

- (a) Service Provider demonstrates Service Provider knew prior to the time City disclosed it; or
- (b) Is or becomes publicly available without breach of the Purchase Order by Service Provider; or
- (c) A third party who has a right to disclose does so to Service Provider without restrictions on further disclosure; or
- (d) Must be disclosed pursuant to subpoena or court order.

13. If, in the opinion of City, the Data or services performed by Service Provider requires correction during a one-year period following termination or expiration hereof, Service Provider shall make said corrections at no additional charge or cost to City. The corrective action required hereunder shall be in addition to any other rights or remedies City may have.

14. No provision or breach of the Purchase Order, including the General Conditions and these Additional Terms and Conditions, shall be waived, except in writing signed by the parties which expressly refers to the Purchase Order.

15. The Purchase Order, including the General Conditions and these Additional Terms and Conditions, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, with respect to the subject matter herein.

16. Notwithstanding anything to the contrary in Section 7 of the General Conditions of the Purchase Order, Service Provider shall, with respect to all services performed hereunder, indemnify and hold harmless City, its Boards and commissions, and their officials, employees and agents (collectively in this Section, "City") from and against any and all liability, claims, demands, damage, loss, causes of action, proceedings, penalties, costs and expenses (including but not limited to attorney's fees, court costs, and expert and witness fees)(collectively "Claims" or individually "Claim"). Claims include allegations and include by way of example but are not limited to: Claims for property damage, personal injury or death arising in whole or in part from any negligent act or omission of Service Provider, its officers, employees, agents, invitees, sub-Service Providers, or anyone under Service Provider's control (collectively "Indemnitor"); Claims that may be asserted against or incurred by City with respect to or in any way arising from the Project's compliance with or failure to comply with applicable laws, including all applicable federal and state labor requirements including, without

limitation, the requirements of California Labor Code section 1770 *et seq.*; Service Provider's breach of this Purchase Order and Additional Terms and Conditions; misrepresentation; willful misconduct; and Claims by any employee of Indemnitor relating in any way to worker's compensation. Independent of the indemnification duty and as a free-standing duty on the part of Service Provider, Service Provider shall defend City and shall continue such defense until the Claim is resolved, whether by settlement, judgment or otherwise. No finding or judgment of negligence, fault, breach, or the like on the part of Indemnitor shall be required for the duty to defend to arise.

Service Provider shall give to City notice of any Claim within ten (10) calendar days. Likewise, City shall notify Service Provider of any Claim, shall tender the defense of such Claim to Service Provider, and shall assist Service Provider, as may be reasonably requested, in such defense.

17. In the event of any conflict or ambiguity between the Purchase Order, the General Conditions and these Additional Terms and Conditions, the provisions of these Additional Terms and Conditions shall govern.

18. Any notice or approval required hereunder by either party shall be in writing and personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid to City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager and to Service Provider at the address shown on the Purchase Order. Notice of change of address shall be given in the same manner as stated herein for other notices. Notice shall be deemed given on the date deposited in the mail or on the date personal delivery is made, whichever first occurs.

19. The acceptance of any services or payment of any money by City shall not operate as a waiver of any provision hereof, or of any right to damages or indemnity stated herein. The waiver of any breach hereof shall not constitute a waiver of any other or subsequent breach.

20. City shall have the right at all reasonable times during the term hereof and for a two-year period following completion of Service Provider's performance hereunder or following termination hereof to examine, audit, inspect, review, extract information from, and copy all books, records, accounts and other documents relating hereto.

21. The parties acknowledge that a substantial inducement to City for entering the Purchase Order was and is the reputation and skill of Service Provider's key employee \_\_\_\_\_. City shall have the right to approve any person proposed by Service Provider to replace that key employee.

22. Termination or expiration of the Purchase Order shall not affect rights or liabilities which accrued under the Purchase Order or these Additional Terms and Conditions prior to termination or expiration of the Purchase Order, and shall not extinguish any warranties hereunder.

23. As required by federal and state law, City is obligated to and will report the payment of compensation to Service Provider on Form 1099-Misc. Service Provider shall be solely responsible for payment of all federal and state taxes resulting from payments hereunder. Service Provider shall submit Service Provider's Employer Identification Number (EIN), or Service Provider's Social Security Number if Service Provider does not have an EIN, in writing to City's Accounts Payable, Department of Financial Management. Service Provider acknowledges and agrees that City has no



obligation to pay Service Provider until Service Provider provides one of these Numbers.

24. Service Provider acknowledges and agrees that the services to be performed hereunder do not constitute a peculiar risk of bodily harm and that no special precautions are required to perform said services.

25. The Purchase Order is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to the Purchase Order.

26. Service Provider shall not use the name of City, its officials or employees in any advertising or solicitation for business, nor as a reference, without the prior approval of the City Manager or designee.

27. Subject to federal and state laws, rules and regulations, Service Provider shall not discriminate in employment or in the performance of this Purchase Order on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability.

28. Service Provider agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 *et seq.* City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720. In all bid specifications, contracts and subcontracts for any such Public Work, Service Provider shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the contractor to pay not less than the said prevailing rate of wages to all workers employed by the contractor in the execution of this contract. The contractor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

Service Provider acknowledges and agrees to these Additional Terms and Conditions by signing below. Service Provider shall return these Additional Terms and Conditions to City after execution. The Purchase Order shall not be valid until City has received these signed Additional Terms and Conditions.

Service Provider's Signature  
if an individual:

\_\_\_\_\_

Service Provider's Name,  
if a corporation:

By \_\_\_\_\_  
President

By \_\_\_\_\_  
Secretary

**Service Provider's Name,  
if a partnership**

By \_\_\_\_\_  
**General Partner**

**Service Provider's Name,  
if a limited liability company**

By \_\_\_\_\_  
**Manager or Member**



City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## Attachment C

### Statement of Non-collusion

The proposal is submitted as a firm and fixed request valid and open for 90 days from the submission deadline.

This proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named; the proposer has not directly or indirectly induced or solicited any other proposer to put in a sham proposal and the proposer has not in any manner sought by collusion to secure for himself or herself an advantage over any other proposer.

In addition, this organization and its members are not now and will not in the future be engaged in any activity resulting in a conflict of interest, real or apparent, in the selection, award, or administration of a subcontract.

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Authorized signature and date

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Print Name & Title





City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## **Acceptance of Certification**

1. This bid/agreement/proposal or like document has the potential to be a recipient of Federal funds. In order to be in compliance with Code of Federal Regulations, the City requires this completed form. By signing and submitting this document, the prospective bidder/proposer is providing the certification and acknowledgement as follows:
2. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
4. The potential recipient of Federal assistance funds agrees by submitting this bid/agreement/proposal or like document that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

### **Instructions for completing the form, Attachment –Debarment Certification**

1. The City of Long Beach sometimes receives Federal funding on certain purchases/projects. To ensure that the City is in compliance with Federal regulations we require this form to be completed.
2. The City of Long Beach checks the System for Award Management at [www.sam.gov](http://www.sam.gov) to make sure that Contractors who are awarded City contracts and/or purchase orders are not debarred or suspended. Prospective contractors should perform a search on this website for your company and or persons associated with your business.
3. If your business is in compliance with the conditions in the form, please have the appropriate person complete and sign this form and return with your bid/proposal/agreement.
4. If at anytime, your business or persons associated with your business become debarred or suspended, we require that you inform us of this change in status.
5. If there are any exceptions to the certification, please include an attachment. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception, indicate to whom it applies, initiating agency and dates of action.
6. Note: Providing false information may result in criminal prosecution or administrative sanctions.

***If you have any questions on how to complete this form, please contact the  
Purchasing Division in the City of Long Beach Business Relations Bureau at 562-570-6200***

Rev 12.11.13



City of Long Beach  
Purchasing Division  
333 West Ocean Boulevard, 7<sup>th</sup> Floor  
Long Beach, CA 90802

## **Attachment E**

### **W-9 Request for Taxpayer Identification Number and Certification**

[Form must be signed and dated]



City of Long Beach  
 Purchasing Division  
 333 West Ocean Boulevard, 7<sup>th</sup> Floor  
 Long Beach, CA 90802

Form <b>W-9</b> (Rev. August 2013) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer          Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	Exemptions (see instructions):  Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																			
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width:100%; text-align: center;"> <tr><td colspan="9">Social security number</td></tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> </table>	Social security number																	
Social security number																			
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width:100%; text-align: center;"> <tr><td colspan="9">Employer identification number</td></tr> <tr> <td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td><td style="width:20px;"> </td> </tr> </table>	Employer identification number																	
Employer identification number																			

<b>Part II Certification</b>
Under penalties of perjury, I certify that:
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. The IRS has created a page on [irs.gov](http://irs.gov) for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7)

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

# EXHIBIT "A-2"

## Scope of Work/Services



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## **Technical Approach / Scope**

### **Project Understanding**

American Correctional Solutions (ACS) understands the scope of the City's requirements and will provide medical services to the adult inmates (patient-inmates) that are being housed at the city's jail located at 400 W. Broadway, Long Beach, CA. This includes program administration, personnel management, and medical staffing. ACS will provide appropriate, mandated, cost effective and quality medical care to the inmates incarcerated within the Long Beach City Jail Facility.

ACS utilizes the National Commission on Correctional Health Care (NCCHC), the California Code of Regulations Title 15 and 24, and the Federal Performance-Based National Detention Standards (PBNDS) when developing policies and procedures for providing medical, mental health, and dental services. Additionally, ACS will look toward the City of Long Beach Police Department for input, guidance, and approval in finalizing and establishing its policies and procedures.

ACS will recruit, schedule and manage medical professionals to include Physician(s), Nurse Practitioner(s), Physician Assistant(s), Registered Nurse(s) and a Medical Records Clerk. This includes the development of a written health care plan, with objectives, and policies and procedures. ACS will develop productive relationships with the City and all stakeholders involved in the delivery of health care within the jail facility. ACS will also maintain accurate records of the patient-inmate health care provided, and provide reports and information on the services provided to the City. Additionally, ACS will maintain records of fiscal transactions and establish financial systems that provide accountability and allow for full auditing.

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### **Project Approach**

The vision of ACS is to *protect the health of incarcerated adults*. Any ACS staff member that provides services to the City of Long Beach understands this and will relate their work activities to this vision. The objective is an environment where everyone is working toward the same goal of providing appropriate, mandated, cost effective and quality medical care to the patient-inmates incarcerated in the jail. ACS will establish the appropriate positions to meet administrative essential standards. A responsible physician or mid-level provider will make the final judgments for health care in their respected discipline. ACS will designate a Lead Physician who will be assigned as the health authority. The Lead Physician will be on-call 24 hours per day, with availability for phone consultations and emergency site visits when necessary. The appropriate health and facility administrators will be assigned to ensure that emergency and basic health care services are provided to patient-inmates held within in the jail. Any security obstacles to health care will be discussed with jail administrative staff.

### **Project Management / Provision of Medical Services**

ACS's approach to managing the medical services provided the City of Long Beach Jail is to review and understand, analyze, improve, and monitor.

ACS will operate within the current health care program of the jail facility by reviewing all policies, memos, and correspondence related to health care. In addition, ACS will review any City of Long Beach Jail general or operational orders that may regulate health care. All documentation on job duties or functions will be part of this initial review. After reviewing the policies governing the health care service delivery, ACS will assess the written procedures compared to the actual processes completed by the staff. All procedures will adhere to City of Long Beach Jail security policies and procedures.

After completing the initial review of the health care program, ACS will compare the current system with the required standards, scope of work and ACS's vision and mission. ACS will then address any processes or services that fail to meet current standards and regulations.

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**Additionally, ACS will address any areas of major risk to the City. During this time, actions will be taken to address and mitigate areas of major cost.**

**ACS will then develop a strategic health care plan that addresses the strengths, weaknesses, opportunities, and threats of the current health care program provided in the jail facilities. The plan will include an analysis of any proposed changes and how they are related to standards and requirements of the City and the vision of ACS. The plan will be to review our findings with designated City administrative staff, and the facility administrator. ACS will seek buy in from all stakeholders and implement the changes to improve the health care systems that better protects the health of incarcerated individuals.**

**Items in the plan will be implemented and the plan will be used to review the success of the health care program within the city jail facility. Items such as inmate grievances, quality of services provided, service delivery times, and service costs will be used to evaluate the success of the strategic plan. The plan will be reviewed regularly and adjusted to meet new requirements, expectations, and to improve the overall quality of the health care delivery system.**

**ACS understands that the quality of staff we provide is of paramount importance. Only qualified medical professionals with a background of providing services in a fast paced, challenging environment will be utilized. A Registered Nurse will be on site 24 hours per day. A Mid-level provider will be on site 8 hours per day, 7 days per week. A medical records clerk will be on site 8 hours per day, 5 days per week. A physician will be on call 24 hours per day. Our proposed staffing pattern can be viewed on the following page. This staffing schedule can be adjusted as necessary based on the changing needs and demands of the City.**

Proposed Staffing Pattern

Position	Sun	Mon	Tues	Wed	Thur	Fri	Sat	HRS	FTE
MD On Call	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	24 hrs	168	n/a
PA/NP Weekday	0800-1700	0800-1700	0800-1700	0800-1700	0800-1700	0800-1700	0800-1700	40	1
PA/NP Weekend	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	0700-1900	16	0.4
RN 1	1900-0700	1900-0700	1900-0700	1900-0700	1900-0700	1900-0700	1900-0700	36	0.9
RN2								36	0.9
RN3								36	0.9
RN4								36	0.9
RN5								12	0.3
RN6								12	0.3
Medical Records Clerk		0800-1700	0800-1700	0800-1700	0800-1700	0800-1700	0800-1700	40	1

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### **Health Care Staff Qualifications**

**ACS will maintain a listing of licensed medical staff (Physician, Nurse Practitioner, Physician Assistant, Registered Nurse) including copies of their licenses and certificates. Information will be verified, and the City will provide specific privileging if needed. Duties and requirements will be developed for each job assignment to assure that staff members are operating within their scope and license. This information will be secured, restricted to administrative staff, and reviewed annually to assure compliance.**

**ACS will provide copies of licenses and/or records of certification for all medical personnel at any time as requested by the City. All ACS staff members will submit to a security clearance performed by the City, at our expense. If required, ACS staff will wear City issued identification badges. ACS agrees that the City has the right to deny and/or rescind facility access to any ACS staff member who does not meet security clearance criteria or who does not comply with facility policies rules, and/or regulations. All ACS staff members will attend orientation and training classes conducted by the City that have been deemed necessary for increasing awareness of safety, security, and operational issues in the facilities. ACS will ensure that only California licensed and qualified personnel will provide health care services within the City Jail.**

**ACS understands that staff training and personnel development makes for a strong and professional work force. ACS requires that its clinicians follow the appropriate continuing medical education (CME) programs in order to maintain their licenses and stay up-to-date on medical practices.**

**In addition to the CME, ACS requires its staff to periodically review hot topics. Some recent hot topics include:**

- suicide prevention**
- recognizing of acute manifestations of certain chronic illnesses (e.g. asthma, seizures), intoxication and withdrawal, and adverse reactions to medications**
- recognizing signs and symptoms of mental illness**

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### **Medical Intake Screenings**

All arrestees and transferees will receive a medical receiving screening "intake" prior to acceptance into the city jail facility. Medical intakes will be completed by a trained, qualified Physician, Nurse Practitioner, Physician Assistant, or Registered Nurse. The medical intake process will be documented in a policy and procedure and include the disposition for critical medical, dental and mental health issues. A health assessment will be completed by the Physician or Mid-level Provider. Arrestees and transferees that are deemed "unfit" for incarceration will need to be cleared by a local emergency or medical facility prior to being accepted. The medical intake will include documented visual observations and inquiry into the following:

1. Emergent medical issues (Chest pain, bleeding, trauma, extreme pain, fever, unexplained vital signs, incoherent and unusual behaviors, withdrawal symptoms ...)
2. Emergent dental issues (abscesses, facial swelling, broken jaw...)
3. Emergent mental health issues (suicidal and homicidal ideations, gravely disabled, recent mental health hospitalizations...)
4. Current illness and health problems (seizures, diabetes, chronic asthma, high blood pressure, alcohol dependence and drug abuse issues...)
5. Females only issues (gynecologic problems, current or recent pregnancy, birth control medications...)
6. Communicable Diseases (TB, blood borne pathogens, flu symptoms...)
7. Urgent health issues (recent surgeries or hospitalizations, deformities, history of stroke, organ failure...)
8. Current medications
9. Vermin and pest issues (Scabies, lice...)

Emergent issues will require a consultation by a physician and at their direction be referred to a local emergency room or designated provider to be cleared for incarceration. The appropriate referrals or treatment plans will be made based on the information collected and documented during the intake process and patient-inmate issues will be followed-up in a timely manner.

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**Appropriate information will be shared with custody to determine housing and patient-inmate handling requirements.**

**Access to Treatment**

**Arrestees and transferees at intake will be informed of the process used to request medical, dental, and mental health treatment. ACS will make provisions to inform non-English speaking inmates of this process. The arrestees and transferees acknowledgment of this will be documented during the intake process.**

**All requests for services will be triaged by an RN within 24 hours of being received. The appropriate level of services will be scheduled in a timeframe required by the medical condition. Issues deemed emergent will be seen immediately. Patient-inmates with urgent issues will be seen within 12 hours. All other issues will be scheduled based on medical need and condition.**

**ACS will ensure that a physician or a midlevel provider, within their scope of practice, will develop a written treatment plan for any patient-inmate requiring medical supervision, who has a chronic illness condition. The treatment plan will include documentation of medications, nursing care, referrals, and necessary follow-ups. Custody will be notified if any treatment plan includes housing, dietary requirements, transportation, or observations.**

**Emergency Services**

**It is anticipated that custody officers will immediately refer patient-inmates in medical crisis to medical staff. Medical staff will take the appropriate emergency steps to protect the health of the patient-inmates. If necessary, additional emergency staff will be available to provide services on-site at the jail.**

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ACS will develop a policy and procedure reviewed and accepted by the City that outlines the arrangements for 24-hour emergency medical care. This will include an emergency response "man down" procedure that will be followed by the medical personnel.

ACS will have on-call medical providers when a physician or midlevel provider is not available within the facilities. A schedule of on-call medical providers will be provided to all medical staff that will include 24 hour contact phone numbers. All On-call medical providers will be expected to be able to provide assessments, phone orders, and to advise nursing staff.

#### **Management of Communicable Diseases**

The Lead Physician and the facility administrator with input and guidance from designated City health officers will develop policies and procedures for testing, treatment, reporting and the monitoring of communicable diseases. Arrestees will be initially screened for communicable diseases during medical intake and isolation procedures will be implemented when a risk of exposure is detected. Additionally, communicable disease screening will be completed with the 14 day Personal Health History. Where appropriate, ACS will work in conjunction with the City to train medical and custody staff on communicable diseases, and when needed, this training will be transferred to housekeeping and inmate workers. Public health updates regarding infectious diseases within inmate populations will be provided by the Lead physician on an ongoing basis.

#### **Pharmaceutical Management**

ACS will follow the California Board of Pharmacy regulations for pharmaceutical delivery to the City of Long Beach Jail. All medications will be stored, and administered by licensed personnel and abide by all Board of Pharmacy regulations. ACS shall evaluate the current pharmaceutical system to ensure that it will continue to meet the City's needs.



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**ACS will develop written policies and procedures for medication dispensing, distribution, administration, accounting, and disposal. Controlled substances, syringes, and needles will be secured and inventoried. These policies shall and approved by the City prior to implementation.**

**If desired, a written policy on the use of Keep-On-Person (KOP) medications will be developed with input from the City. The City will evaluate the types of medications that will be allowed, and define the requirements for enrolling patient-inmates in a KOP program. The policy will include the addressing of security risks, monitoring, and patient-inmate education.**

**All medications require written orders and will be distributed at designated times ("med pass"). To ensure a smooth transition, ACS intends on maintaining the same med pass schedule the City currently utilizes.**

#### **Medical Health Records**

**ACS will maintain records for services and care provided to patient-inmates both within the facility and by external providers. The medical records will remain confidential and where possible in a jail setting HIPAA requirements are followed. All medical health records will be kept in the same chart, but in separate sections. Medical records are separated from custody records, and will not be accessed by custody staff except in extenuating circumstances mutually agreed to and defined by policy and procedure. Within the constraints of NCCHC and Title 15, ACS will maintain a medical record history file on within the City's medical records department. All records will be retained for seven (7) years following the date of last release.**

#### **Administrative Meeting and Reports**

**ACS will chair administrative meetings held at least quarterly with administrative, medical personnel, and the appropriate City representatives. Issues concerning services, program functions, and quality management will be brought forward at each of these "Joint Meetings". This may include pharmacy related functions, monitoring of health services, facility wide issues that affect patient-inmates and staff, and follow-up on issues from past meetings. The meetings**

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**will be documented and available for review. As part of quality management, the appropriate ASC staff will document issues using incident reporting.**

**On a monthly basis, ACS will provide a statistical report of the medical services provided and these reports will be reviewed at the Joint Meeting. Any issues will be reviewed by ACS and the City, actions will be taken to resolve the issue and the outcome will be documented. The issues and the corrective actions will be included in an annual report.**

## COST PROPOSAL

	Fee Schedule		Out of Pocket			Notes
	Hourly Bill Rate	Number of Positions	Hourly Pay Rate	Related Tax Costs	Admin. Costs	
<b>On Site Positions</b>						
MD On call 24 hrs	\$40	1	\$34.00	\$5.10	\$0.00	
MD Called In *	\$180	1	\$122.40	\$18.36	\$2.00	*(depends on usage)
NP/PA Weekday	\$87	1	\$69.60	\$10.44	\$2.00	
NP/PA Weekend	\$87	1	\$69.60	\$10.44	\$2.00	
RN 1,2,3,4	\$68	4	\$53.72	\$8.06	\$2.00	
RN 5,6	\$68	2	\$53.72	\$8.06	\$2.00	
Medical Records Clerk	\$25	1	\$18.75	\$2.81	\$2.00	

**AMERICAN**  
 Correctional Solutions   
1400 Reynolds Ave., Suite 103  
 Irvine, CA 92614

# EXHIBIT “B”

City’s Representative:

Annie Khin

(562) 570-6635

# EXHIBIT "C"

Materials/Information Furnished: None