



COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR



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MARK J. SALADINO
TREASURER AND TAX COLLECTOR

TELEPHONE
(213) 974-2101

June 12, 2012

FACSIMILE
(213) 626-1812

Dear Interested Party:

OUTREACH NOTIFICATION REQUEST FOR STATEMENT OF QUALIFICATIONS FOR THE PROVISION OF MORTUARY SERVICES

The Public Administrator (PA) of the County of Los Angeles (County) Treasurer and Tax Collector (TTC) invites all qualified, licensed Mortuary Establishments (Establishments) to respond to the Request for Statement of Qualifications (RFSQ) for Mortuary Services #PA2005-01 that was previously released on September 20, 2005 in order to fulfill a critical and immediate need of the PA. Prospective Establishments would provide Mortuary Services for decedents whose estates are administered by the PA under a Mortuary Services Contract. The TTC is administering this outreach effort to solicit additional Statements of Qualifications (SOQs) to expand the current Master List of Mortuary Establishments (List).

Pursuant to Part A, Section 4.0, Subsequent Establishment Eligibility, of the above referenced RFSQ, this invitation is being made to prospective Establishments licensed by the California Department of Consumer Affairs, Cemetery and Funeral Bureau that meet all of the minimum qualifications in Section 3.0, Minimum Qualifications.

In addition, in keeping up with market conditions, the PA periodically reviews and adjusts the Mortuary Allowances. The current Pricing Schedule was updated in 2009 and increased the Mortuary Allowances based on the increase in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index for the Los Angeles-Riverside-Orange County Area published at the time.

Establishments that are interested in entering into a relationship with the PA for Mortuary Services may download a copy of the RFSQ and the current Pricing Schedule from the internet by accessing the TTC website at: <http://ttc.lacounty.gov> and selecting this RFSQ listed under the "Contracting Opportunities" link. Establishments that meet the minimum qualifications identified in Section 3.0 are invited to submit a SOQ to provide the services described further in Part E, Statement of Work, of the RFSQ. Prospective Establishments should carefully review the RFSQ and ensure that their SOQ complies with all RFSQ requirements. The SOQ must be prepared in accordance with Section 6.0, Preparation and Format, of the RFSQ.

If you have any questions, please contact Ms. Sandra Pina-Barbee, Administrative Deputy, at (213) 974-2108.

Very truly yours,

MARK J. SALADINO
Treasurer and Tax Collector



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
OFFICE OF THE PUBLIC ADMINISTRATOR**

REQUEST FOR STATEMENT OF QUALIFICATIONS (RFSQ)

FOR

**MORTUARY SERVICES
#PA 2005-01**

September 20, 2005

Prepared By

**TREASURER AND TAX COLLECTOR
Contracts Section
500 West Temple Street, Room 464
Los Angeles, CA 90012**

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PART A - INTRODUCTION

1.0 SCOPE OF WORK

- 1.1 The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is administrating this Request For Statement of Qualifications (RFSQ) on behalf of the County's Office of the Public Administrator (PA). The PA is seeking qualified mortuary establishments (Establishment) by way of this RFSQ to provide mortuary services for decedents whose estates are being administered by the PA.
- 1.2 Administration of an individual estate by the PA may include arranging for a proper funeral service, burial, or other disposition of the decedent.
- 1.3 In accordance with Sections 7600 & 7600.5 of the Probate Code, and Section 7100 of the Health & Safety Code, the PA may provide the administration of decedent estates.
- 1.4 The PA will utilize a Mortuary Master List (List) when making referrals to eligible Establishments for a decedent to be prepared, given a proper funeral and arrangements made for burial or other disposition as directed by the PA. The List will become effective on November 28, 2005, and will continue to be effective until October 31, 2015, or upon the effective date of a new list resulting from a subsequent solicitation document for the mortuary services, whichever occurs first. Establishments included on the List will be able to provide an array of services necessary for the funeral and arrangements for the disposition of a decedent in a manner that is in accordance with the decedent's wishes, and/or the PA's instructions and in compliance with the applicable federal, state, county and local laws, ordinances and regulations.

2.0 OVERVIEW OF SOLICITATION DOCUMENT

This RFSQ is composed of the following parts:

- 2.1 **PART A – INTRODUCTION** – Scope of Work, Overview of Solicitation Document, Minimum Qualifications, Subsequent Establishment Eligibility, and a timeline for this RFSQ.
- 2.2 **PART B – GENERAL INFORMATION** – Includes information regarding general requirements and processes in order to be included to the List.
- 2.3 **PART C – SUBMISSION INSTRUCTIONS** - Includes instructions a Prospective Establishment must follow when submitting **Statement of Qualifications (SOQ)**.

- 2.4 **PART D – SOQ REVIEW AND SELECTION PROCESS** - Provides an overview of the review and selection process.
- 2.5 **PART E – STATEMENT OF WORK** Details the work to be provided by an Establishment that is included in the Mortuary Master List.
- 2.6 **PART F – REQUIRED FORMS** Contains all the forms required to be completed when submitting an SOQ.
- 2.7 **PART G – ATTACHMENT**

3.0 MINIMUM QUALIFICATIONS

A Prospective Establishment must meet each of the following Minimum Qualifications:

- 3.1 Provide evidence of having at least one location in Los Angeles County to perform mortuary services along with evidence of having a valid funeral establishment license issued by the California Department of Consumer Affairs, Cemetery and Funeral Bureau (Bureau) for each location within the County of Los Angeles.
- 3.2 Must provide evidence of financial stability sufficient to maintain an Establishment.
- 3.3 Funeral Director and other persons that have contact with the PA and the public shall be able to effectively communicate in English both orally and in writing.
- 3.4 A Prospective Establishment shall provide evidence of having sufficient experienced staff to perform all of the necessary mortuary services required by the PA and to successfully maintain an Establishment. Establishment must list the total number of staff employed by the Establishment and the job title/classification for each position.
- 3.5 Provide evidence of employing at least one full-time funeral director licensed by the Bureau for each location or as allowed by the Bureau. If a full-time director is not provided for each location, documentation from the Bureau is required.
- 3.6 Provide evidence of employing or having reasonable access to at least one embalmer with a valid embalmer license issued by the Bureau.
- 3.7 As appropriate, provide evidence of a valid embalmer apprentice license issued by the Bureau.
- 3.8 Establishment must be found to be Responsive and Responsible.

4.0 SUBSEQUENT ESTABLISHMENT ELIGIBILITY

TTC also invites future Prospective Establishments, as they become licensed by the Bureau and who can meet the minimum requirements as stated in Section 3.0 above to submit an SOQ in response to this RFSQ for mortuary services. New licensees will be required to submit an SOQ, be responsive, responsible and meet the same Minimum Qualifications set forth in this RFSQ. SOQs must be submitted in the format required in this solicitation, and will be subject to the same List expiration date as stated in this RFSQ. SOQs will be accepted throughout the term of the List or until the release of a subsequent solicitation document for mortuary services, whichever occurs first.

5.0 RFSQ TIMELINE

5.1 This timeline is tentative for this RFSQ and is subject to change:

- | | |
|----------------------------------|---|
| ➤ Release of RFSQ | September 20, 2005 |
| ➤ Conference | October 5, 2005, 2:00 p.m. |
| ➤ Written Questions Due | October 6, 2005 |
| ➤ Questions and Answers Released | October 12, 2005 |
| ➤ Initial SOQ Deadline | October 24, 2005, 2:00 p.m.
(Pacific Time) |
| ➤ List effective date | November 28, 2005 |

PART B – GENERAL INFORMATION

1.0 MORTUARY MASTER LIST PROCESS

- 1.1 The objective of this RFSQ is to secure qualified Establishments to provide mortuary services for the PA. Qualified, licensed Establishments that can provide services in Los Angeles County are invited to apply. Specific tasks and deliverables are more fully discussed in Part E, Statement of Work (SOW) of this RFSQ.
 - 1.1.1 The List will be populated with qualified, eligible Establishments that meet and continue to meet the PA's requirements.
 - 1.1.2 Upon the effective date of the resulting List, only licensed, qualified and eligible Establishments included on the List will be selected by the PA to provide mortuary services on an as needed basis. There is no minimum or maximum usage guaranteed to any Establishment included on the List. Payment for all services shall be in accordance with the SOW.
 - 1.1.3 The PA intends to utilize the List in the selection of a mortuary when either by will, written burial instructions, written pre-need contract, oral designation supported by affidavits, or other means, the decedent selection of a mortuary is not known, or when selection by the next of kin is not made.

2.0 LIST TERM

- 2.1 The List is expected to commence on November 28, 2005, and will expire on October 31, 2015, or upon the effective date of a new List resulting from a subsequent solicitation document for mortuary services, whichever occurs first.
- 2.2 TTC will accept SOQs from Prospective Establishments on behalf of the PA throughout the duration of this List Term or until the release of a subsequent solicitation document for mortuary services. The Establishment's eligibility to be selected to provide services to the PA will be effective upon the date of the Establishment's inclusion to the List. The PA may remove an Establishment from the List at any time as set forth in the SOW. The only time an Establishment is eligible to be selected to provide services to the PA is when the Establishment is included on the List, unless a pre-need agreement or the decedent's preference of a mortuary is known.
- 2.3 An Establishment that has been removed or suspended from the List by the PA may submit a SOQ upon meeting the minimum requirements and/or upon expiration of the suspension period imposed by the PA.

- 2.4 A SOQ that is submitted either on or after October 31, 2015 or upon the release of a subsequent solicitation for mortuary services, from a Prospective Establishment that is suspended by the PA will be rejected.
- 2.5 Inclusion on the List does not guarantee a minimum or maximum number of referrals from the PA.
- 2.6 An Establishment, including the principle owner(s) of an Establishment that appears on the County's Debarment List, the State of California's Debarment List or Federal Excluded Parties List shall not be included on the List.

3.0 CONTACT WITH COUNTY PERSONNEL

- 3.1 Any contact regarding this RFSQ or any matter relating thereto must be in writing and typewritten, or word-processed. Any correspondence from a Prospective Establishment must include their agency's name, contact person, address, telephone and fax number, and must be mailed, hand-delivered or faxed as follows:

County of Los Angeles
Treasurer and Tax Collector
Contracts Section
Attn: PA Contract Analyst
500 West Temple Street, Room 464
Los Angeles, CA 90012

Facsimile (213) 687-4857

- 3.2 Any questions received after October 6, 2005, at 2:00 p.m. may not be responded to in the October 12, 2005, Questions and Answers, at the TTC's sole discretion, but may be addressed at a later date.
- 3.3 The Prospective Establishment shall bear all risks associated with failure or delay in delivery by any devise, person or entity, including the US Mail.

4.0 INSURANCE

A Prospective Establishment shall be required to provide to the PA proof of insurance coverage for all the programs of insurance in accordance with Part E, SOW, Section 4.1.3.

5.0 INJURY AND ILLNESS PREVENTION PROGRAM (IIPP)

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

6.0 BACKGROUND INVESTIGATIONS

Establishment shall comply with background investigations for employees as required by the Bureau and any other federal, state, county or local requirements.

7.0 COMPLIANCE WITH APPLICABLE LAWS

Establishment shall conform to and abide by all applicable municipal, county, state and federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. Insofar as permits and/or licenses are required for the prescribed services, the same must be obtained from the regulatory agency having jurisdiction thereover.

8.0 EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Prospective Establishment shall be required to comply with the Confidentiality provision contained in Part E, SOW, Section 9.0.

9.0 COUNTY RIGHTS & RESPONSIBILITIES

The County has the right to amend this RFSQ by written addendum. The County is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto. Such addendum shall be made available upon request. Should such addendum require additional information not previously requested, failure to address the requirements of such addendum may result in the SOQ not being considered, as determined in the sole discretion of the TTC. TTC is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf.

10.0 CONFLICT OF INTEREST

No County employee whose position in the County enables him/her to influence the selection of an Establishment for this RFSQ, or any competing RFSQ, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Prospective Establishment or have any other direct or indirect financial interest in the selection of a Establishment. The Prospective Establishment shall certify that he/she is aware of this as stated in Part F, Required Forms, Form 1, *Certification of No Conflict of Interest*.

11.0 NOTICE TO PROSPECTIVE ESTABLISHMENTS REGARDING PUBLIC RECORDS ACT

11.1 Responses to this RFSQ shall become the exclusive property of the County. At such time as when the List becomes effective and contains qualified Establishments, all such SOQs submitted in response to this RFSQ, become a matter of public record, with the exception of those parts of each SOQ which are

defined by the Prospective Establishment as business or trade secrets, and plainly marked as "Trade Secret," "Confidential," or "Proprietary."

- 11.2 The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act or otherwise by law. A blanket statement of confidentiality or the marking of each page of the SOQ as confidential shall not be deemed sufficient notice of exception. The Prospective Establishment must specifically label only those provisions of the SOQ which are "Trade Secrets," "Confidential," or "Proprietary" in nature.

12.0 OPTION TO REJECT

The TTC, at his/her sole discretion, may reject any or all SOQs submitted in response to this solicitation. The County shall not be liable for any cost incurred by a Prospective Establishment in connection with the preparation and submittal of any SOQ.

13.0 ADMINISTRATIVE REVIEW PROCESS

- 13.1 Prospective Establishment shall be notified in writing if the County determines that their SOQ is incomplete or non-responsive to this RFSQ. The letter shall state specifically what is missing in the SOQ. Upon receipt of the letter, the Prospective Establishment may request an Administrative Review. An original written request must be received within the deadline specified in the letter, it must be typewritten or word-processed and include a copy of the letter received from the TTC, and it must also include the Prospective Establishment's, mailing address, contact name and title and include the name and title of person legally authorized to bind the Prospective Establishment in an agreement, itemize in full and complete detail each matter presented, as well as the factual and/or legal reason(s) for the requested review.

The original written request shall be mailed or hand delivered to:

County of Los Angeles
Treasurer and Tax Collector
Contracts Section
Attn: PA Contract Analyst
500 West Temple Street, Room 425
Los Angeles, CA 90012

- 13.2 Any Request that strictly complies with the foregoing will be referred for consideration by County reviewer(s) not otherwise involved with the review process.
- 13.3 The Prospective Establishment shall be notified in writing of the decision regarding the Administrative Review. The County's decision is final.

14.0 DETERMINATION OF PROSPECTIVE ESTABLISHMENT'S RESPONSIBILITY

14.1 Responsible Establishment

14.1.1 A responsible Establishment is an establishment who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform mortuary services for the PA. It is the County's policy to conduct business only with responsible businesses.

14.1.2 Particular attention will be given to violations of labor laws related to employee compensation and benefits, and evidence of false claims made by the Establishment. Labor law violations which are the fault of the subcontractors and of which the Establishment had no knowledge shall not be the basis of a determination that the Establishment is not responsible.

14.2 Non-responsible Establishment

The TTC may declare a Prospective Establishment to be non-responsible for purposes of this List if Prospective Establishment had done, including but not limited to, any of the following: (1) committed any act or omission which negatively reflects on the Prospective Establishment's quality, fitness or capacity to perform the duties required by the PA or an agreement with any other public entity, or engaged in a pattern or practice which negatively reflects on same; (2) committed an act or omission which indicates a lack of business integrity or business honesty; or (3) made or submitted a false claim against the County or any other public entity.

15.0 DEBARMENT

15.1 Any Establishment and/or the principle owner(s) of an Establishment listed on the Debarment List for Los Angeles County shall not be included and/or shall be removed from the List until such time as the Establishment and/or principal owner(s) do not appear on the Debarment List for Los Angeles County.

15.1.1 A SOQ submitted from a Prospective Establishment and/or the principle owner(s) of a Prospective Establishment whose name(s) appear on the Debarment list will be found non-responsible and the SOQ rejected without review.

15.1.2 A SOQ submitted from a Prospective Establishment and/or the principle owner(s) of a Prospective Establishment whose name(s) appear on the Federal Excluded Parties List and/or the California State Debarment List will be found non-responsible and the SOQ rejected without review.

15.2 Subcontractors of an Establishment

These terms shall also apply to proposed subcontractors of a Prospective Establishment.

15.3 Debarment List

15.3.1 Part G, Attachments, Attachment I is a listing of Contractors on the Debarment List for Los Angeles County at the time of release of this RFSQ.

15.3.2 A Prospective Establishment can access the current list via the County's website at: http://www.lacounty.info/doing_business/DebarmentList.htm

16.0 PROSPECTIVE ESTABLISHMENT'S ADHERENCE TO COUNTY CHILD SUPPORT COMPLIANCE PROGRAM

Establishment shall fully comply with all applicable state and federal reporting requirements relating to employment reporting for its employees. And the Establishment shall fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance.

17.0 GRATUITIES

17.1 Attempt to Secure Favorable Treatment

It is improper for any County officer, employee or agent to solicit consideration, in any form, from a Prospective Establishment with the implication, suggestion or statement that the Prospective Establishment's provision of the consideration may secure more favorable treatment for the Prospective Establishment in being added to the List or that the Prospective Establishment's failure to provide such consideration may negatively affect the County's consideration of the Prospective Establishment's submission. A Prospective Establishment shall not offer or give either directly or through an intermediary, consideration, in any form, to a County officer, employee or agent for the purpose of securing favorable treatment with respect to the inclusion on the List.

17.2 Prospective Establishment's Notification to County

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

17.3 Form of Improper Consideration

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

18.0 CONSIDERATION OF GAIN/GROW PARTICIPANTS FOR EMPLOYMENT

Establishment is encouraged to take advantage of the free pre-employment screening services offered by County's Department of Public Social Services Greater Avenues for Independence (GAIN) and the General Relief Opportunity for Work (GROW) Programs by contacting a GAIN or GROW office located near the Establishment.

19.0 FEDERAL EARNED INCOME CREDIT

Establishment is encouraged to notify its employees, and to encourage each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice should be provided in accordance with the requirements set forth in SOW, Exhibit K, the Internal Revenue Service Notice No. 1015.

20.0 PERFORMANCE EVALUATION

After an Establishment is included on the List, the PA or its agent will evaluate the Establishment's performance as defined in the Statement of Work on an annual basis. Such evaluation will include assessing Establishment's compliance with all terms in the Statement of Work. Establishment's deficiencies that the PA determines are severe or continuing may be removed from the List. Or at the PA's sole discretion the PA may provide improvement/corrective action measures to be taken by the Establishment. If improvement does not occur consistent with the corrective action measures, the PA may remove the Establishment from the List or impose other penalties as specified in the Statement of Work.

21.0 RECYCLED PAPER

Establishment is encouraged to use recycled content paper whenever possible.

22.0 SAFELY SURRENDERED BABY LAW

Establishment is encouraged to notify and provide to its employees, and encourage any subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Part E, Statement of Work, Exhibit L, of this solicitation document and is also available on the Internet at www.babysafela.org for printing purposes.

PART C — SUBMISSION INSTRUCTIONS

1.0 RESPONSIVENESS

- 1.1 Responses to this RFSQ must be made according to the specifications for content and sequence set forth in this Part C, Submission Instructions. Failure to adhere to these specifications may be cause for rejection of the SOQ, as determined in TTC's sole judgment. TTC reserves the right to waive any informality in a submitted SOQ.
- 1.2 Until the initial SOQ submission deadline, errors in SOQs may be corrected by a request in writing to withdraw the SOQ and by submission of another complete SOQ with the mistake(s) corrected. Corrections will not be accepted once the initial deadline for submission of SOQ has passed. However, a Prospective Establishment is reminded that they are not precluded from submitting another SOQ package at a later date as specified in Part C, Submission Instructions, Section 6.0.
- 1.3 Any SOQ failing to comply with said specifications and therefore deemed to be non-responsive shall be subject to rejection by the TTC. TTC or designee may determine that a Prospective Establishment may be allowed to remedy the status of being non-responsive, if sufficient evidence can be presented citing extenuating circumstances.
- 1.4 An inquiry to determine the operational and financial capability and responsibility of a Prospective Establishment may be conducted by TTC. The failure of a Prospective Establishment to promptly supply information in connection with such inquiry, including but not limited to, information regarding past performance, financial capability, and ability to perform on schedule, may be grounds for a determination of non-responsibility with respect to such Prospective Establishment and may eliminate the SOQ from further consideration.
- 1.5 False, incomplete, or unresponsive statements in connection with a SOQ may be cause for its rejection. The review and determination of the fulfillment of the RFSQ requirements shall be in the TTC's sole judgment and its judgment shall be final.

2.0 SOQ WITHDRAWS

- 2.1 A Prospective Establishment may withdraw its SOQ at any time prior to October 24, 2005, at 2:00 p.m., the date and time which is set forth herein as the initial deadline for acceptance of SOQs, by submission of an original typed or word-processed request for same mailed to:

County of Los Angeles
Treasurer and Tax Collector
Contracts Section
Attention: PA Contract Analyst
500 West Temple Street, Room 464
Los Angeles, CA 90012

SOQs submitted after October 24, 2005, at 2:00 p.m., will be considered firm offers for 180 calendar days following submission.

3.0 PROSPECTIVE ESTABLISHMENTS QUESTIONS AND CONFERENCE

3.1 In order to clarify and/or answer questions regarding this RFSQ a Prospective Establishments Conference will be held. Any Prospective Establishment and those that intended to become an Establishment are strongly encouraged to attend the Prospective Establishments Conference on October 5, 2005, at 2:00 p.m. at 500 West Temple Room 140, Los Angeles, CA 90012.

3.1.1 Each Prospective Establishment in attendance is to ensure that the official sign-in attendance sheet is completed **and** signed by one authorized representative.

3.1.2 Questions will be entertained at the Prospective Establishments Conference. However, some responses may be deferred and provided in TTC's written Responses to Questions. Questions and Answers not addressed at the Conference will be sent to all Prospective Establishments in attendance and who completed and signed the official sign-in sheet.

3.1.3 Questions are due to TTC by October 6, 2005, at 2:00 p.m. and must be typewritten or word-processed and submitted by mail, or faxed to:

County of Los Angeles
Treasurer and Tax Collector
Contracts Section
Attn: PA Contract Analyst
500 West Temple Street, Room 464
Los Angeles, CA 90012
Facsimile: (213) 687-4857

Questions will not be accepted by telephone.

Questions received after October 6, 2005, at 2:00 p.m., may not be addressed in the October 12, 2005, Questions and Answers, and may be addressed at a later date at the TTC's sole discretion.

3.1.4 Any change to this RFSQ will be made by addendum, which will be available to each Prospective Establishment. Each addendum will become a part of the RFSQ. The TTC is not responsible for any other explanation or interpretation.

4.0 ACCEPTANCE OF TERMS AND CONDITIONS OF STATEMENT OF WORK

4.1 Prospective Establishment understands and agrees that submission of the SOQ and the signature by the authorized agent of the Prospective Establishment on the Offer to Perform (Required Form 3) constitutes acknowledgement and acceptance of, and a willingness to comply with, all terms and conditions of the Statement of Work.

5.0 SOQ SUBMISSION

5.1 The original SOQ and two (2) complete numbered copies of the original SOQ shall be bound in the manner described in this Part, Section 6.0, Preparation and Format. The original and the two (2) complete copies must be submitted enclosed in a sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Prospective Establishment and bear the words: **“SOQ FOR MORTUARY SERVICES, PA 2005-01”**. **The original SOQ must be clearly marked as such.**

The original SOQ and two (2) copies shall be hand-delivered to:

Treasurer and Tax Collector
Contract Section
Attention: PA Contract Analyst
500 West Temple Street, Room 437
Los Angeles, CA 90012

Or mailed to:

Treasurer and Tax Collector
Contract Section
Attn: PA Contract Analyst
500 West Temple Street, Room 464
Los Angeles, CA 90012

5.2 It is the sole responsibility of the submitting Prospective Establishment to ensure that its SOQ is received before the submission deadline. Submitting Prospective Establishment shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail. No late SOQs will be accepted after October 24, 2005, at 2:00 p.m., the deadline for initial List inclusions. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

- 5.3 SOQs not received by October 24, 2005, at 2:00 p.m. may not be reviewed initially. However, they will be reviewed at a later date to determine if they meet the qualifications listed in the RFSQ. A Prospective Establishment whose SOQ is reviewed at a later date may be included on the List.
- 5.4 Any Establishment that has been removed or suspended from the List may submit a new SOQ in accordance with this RFSQ.
- 5.4.1 Any SOQ that is not in accordance with this RFSQ referenced above will be rejected.
- 5.4.2 Any SOQ that is submitted prior to the expiration of the suspension period imposed by the PA will be rejected.
- 5.4.3 If any Establishment and/or the principal owner(s) of an Establishment appear on the County of Los Angeles Debarment List, State Debarment List and/or the Federal Excluded Parties List, the Establishment shall be removed immediately from the List or the SOQ shall be rejected as appropriate.

6.0 PREPARATION AND FORMAT

- 6.1 All SOQs and copies must be bound and submitted in the prescribed format. The original SOQ and two (2) complete copies of the SOQ must be submitted by October 24, 2005, at 2:00 p.m. No late SOQs will be accepted for the initial review. The original SOQ as well as each complete copy must be:
- typewritten or word-processed on 8 ½" X 11" white bond paper and;
 - individually bound in a secure manner, in a protective covering that allows for easy removal of documents marked proprietary or confidential.

No paper clipped, stapled or rubber banded SOQs will be accepted. No electronic (e-mail) or facsimile SOQs will be accepted. Any SOQ that deviates from this format may be rejected without review at the TTC's sole discretion.

- 6.1.1 The content and sequence of the SOQ must be as follows:
- Transmittal Letter
 - Prospective Establishment's Qualifications (Section A)
 - Required Forms (Section B)
 - Proof of Licenses (Section C)
 - Financial Capability (Section D)
 - Proof of Insurability (Section E)

6.2 Transmittal Letter

The transmittal letter must be a maximum of one (1) page, transmitting the SOQ on the Prospective Establishment's stationery. The transmittal letter shall include the Prospective Establishment's name, business address, telephone, e-mail address, and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the Prospective Establishment. The transmittal letter must bear the original signature of the person authorized to sign on behalf of the Prospective Establishment and to bind the applicant in an Offer to Perform Mortuary Services.

6.3 Prospective Establishment's Qualifications (Section A)

Prospective Establishment must demonstrate that they meet the minimum qualifications stated in Part A, Introduction, Section 3.0, Minimum Qualifications and have the capability to perform the required services.

Prospective Establishment should review carefully the Minimum Qualifications stated in Part A, Introduction, Section 3.0, which are the Minimum Qualifications for this RFSQ. With regard to the Minimum Qualifications, a Prospective Establishment must:

- 6.3.1 Submit evidence of having at least one licensed Funeral Establishment located in the County of Los Angeles.
- 6.3.2 Submit a listing of subcontractors if any, and the goods/services they will provide.
- 6.3.3 Organizational chart with the names and positions of each administrative and/or management staff as well as all professional staff, including staff licensed by the Bureau.

6.4 Required Forms (Section B)

Prospective Establishment must complete and submit the following *Required Forms*. All of these forms are provided in Part E.

Form 1 Certification of No Conflict of Interest

Prospective Establishment must certify that no employee who prepared or participated in the preparation of this SOQ, is within the purview of County Code Section 2.180.010.

Form 2 Prospective Establishment's Equal Employment Opportunity (EEO) Certification

Prospective Establishment must comply with EEO laws, regulations and policies.

Form 3 Offer to Perform

Prospective Establishment's submission of an original signed Offer to Perform constitutes acknowledgement and acceptance of, and a willingness to comply with all terms and conditions of the Statement of Work.

Form 4 Establishment Information

Prospective Establishment shall complete Form 4 Business Information providing information and documentation as appropriate as to the type of Establishment, such as a Corporation, Non-Profit Corporation, LLC, Partnership etc, and the names of all owner(s), partner(s) or officer(s). The Prospective Establishment shall also indicate if it is a non-profit organization and if applicable, provide a copy of the 501c. As applicable, Non-profits must confirm their adherence to the Nonprofit Integrity Act of 2004 (SB1262).

Form 5 Licenses History

Prospective Establishment shall complete Form 5, Licenses History, describing any action taken by the Bureau, federal, state or local government agency against the Establishment and the Funeral Director.

Form 6 Available Services

Prospective Establishment shall complete Form 6, Available Services describing any and all services currently offered by the Establishment.

Form 7 Establishment Contact Information

Prospective Establishment shall complete Form 7, Establishment Contact Information.

Form 8 Prospective Establishment's Certification

Prospective Establishment shall certify that the information submitted in response to this RFSQ is true and correct.

Form 9 Employee Listing

Prospective Establishment must complete the Employee Listing showing the types of positions and the number of employees for each category for each location.

6.5 Proof of Licenses and Certifications (Section C)

Prospective Establishment must furnish a copy of all applicable licenses and Certificates as well a proof of Degrees/College credit for apprentice working for Establishment. Applicable licenses, certificates include, but are not limited to:

- Prospective Establishment's valid Funeral Director's License issued by the Bureau
- Prospective Establishment's valid Mortuary License issued by the Bureau
- Prospective Establishment's valid Embalmer's license issued by the Bureau
- Other applicable licenses for Establishment's staff
- Business License
- Fictitious Business Name Filing
- Articles of Incorporation, as appropriate

6.6 Financial Capability (Section D)

Provide copies of the Prospective Establishment's most current and prior two (2) fiscal years (for example 2004, 2003 and 2002) financial statements. Statements should include the Prospective Establishment's organization assets, liabilities and net worth. At a minimum, include the Balance Sheet (Statement of Financial Positions), Income Statement (Statement of Operations), and the Retained Earnings Statement. If audited statements are available, these should be submitted to meet this requirement. Do not submit Income Tax Returns to meet this requirement. Financial statements will be kept confidential, if so stamped on each page.

6.7 Proof of Insurability (Section E)

Prospective Establishment must provide proof of insurability that meets all insurance requirements set forth in the SOW, Section 4.1.3. If a Prospective Establishment does not currently have the required coverage, a letter from a qualified insurance carrier indicating a willingness to provide the required coverage should the Prospective Establishment be selected to be included on the List may be submitted with the SOQ.

PART D – SOQ REVIEW AND SELECTION PROCESS

1.0 SOQ REVIEW AND SELECTION PROCESS

1.1 Review Process

Each SOQ submitted will be subject to a detailed review by TTC staff. Prospective Establishment must submit their completed SOQ by October 24, 2005, at 2:00 p.m. in order to be considered for the initial List scheduled to commence on November 28, 2005. Subsequent submissions of SOQs will be reviewed on a flow basis, following the initial List commencement throughout the entire List Term or until a subsequent solicitation document is released.

The review process will include the following steps:

1.2 Initial Pass/Fail

1.2.1 Responsiveness Determination – Pass/Fail

1.2.1.1 An initial pass/fail evaluation will be made of the SOQ to determine compliance with the general guidelines and format requirements of this RFSQ as outlined in Part C, Submission Instructions. Failure to: (1) adhere to format; (2) include documents that show the Prospective Establishment meets the minimum qualifications; (3) submit the required forms and documents; and (4) respond as required under the terms of this RFSQ may result in the rejection of the SOQ and eliminated it from further review. Adding any conditions to the SOQ that are not specified, authorized or required may also result in the SOQ's rejection and elimination from further review.

1.2.2 Responsibility Determination – Pass/Fail

1.2.2.1 An initial pass/fail evaluation will be made of SOQs to determine the responsibility of the Prospective Establishment. The determination will include but may not be limited to a review of the Prospective Establishment's financial fitness, litigation, Bureau actions, and/or the ability to obtain and maintain insurance.

1.2.2.2 A Non-responsible Prospective Establishment includes, but is not limited to, the following:

1.2.2.2.1 Any Prospective Establishment and/or the principal owner(s) of a Prospective Establishment that appear on the County of Los Angeles Debarment List or the State of California Debarment List or the Federal Excluded Parties List.

- 1.2.2.2.2 A Prospective Establishment, including principal owner(s) and/or Funeral Director(s), that is suspended from the List at the time the SOQ is submitted.
- 1.2.2.2.3 A Prospective Establishment that is under review or is suspended by the Bureau.
- 1.2.2.3 A SOQ submitted from non-responsible Prospective Establishment shall be rejected without further review.
- 1.2.3 Prospective Establishment that passes both the Responsive Determination and Responsibility Determination will be reviewed further for consideration.
- 1.2.4 A Prospective Establishment that fails either the Responsive Determination and/or the Responsibility Determination is not prohibited from submitting a subsequent SOQ that is responsive and/or establishes the responsibility of the Prospective Establishment.

1.3 Adherence to Format

A SOQ must adhere to the specific format outlined in Part C, Submission Instructions, Section 6.0, of this RFSQ. Each section must be specifically labeled and in the same order as stated in Part C, Submission Instructions, Section 6.1.1. Failure of the Prospective Establishment to adhere to this format may eliminate its SOQ from any further consideration. The TTC may elect to waive any informality in an SOQ if the sum and substance of the SOQ is present.

1.4 Adherence to Minimum Qualifications

- 1.4.1 A SOQ must adhere to the Minimum Qualifications outlined in Part A, Introduction, Section 3.0, Minimum Qualifications in order to be considered. There will be a review of the Prospective Establishment's qualifications to determine if the Prospective Establishment meets the Minimum Qualifications. The review may include, but may not be limited to, a review to determine the magnitude of any pending litigation or judgments against the Prospective Establishment and any action taken or pending by the Bureau.
- 1.4.2 An Establishment that has been removed from the List by the PA for failing to meet/maintain the Minimum Requirements, may submit a new SOQ upon the Establishment being able to provide acceptable evidence of meeting all of the Minimum Requirements.

1.5 Current standing with PA

1.5.1 A SOQ submitted by a Prospective Establishment, or principal owner(s) and/or Funeral Director(s) that is suspended from the List by the PA will be rejected.

1.5.2 Establishment may submit a SOQ only after the suspension period has lapsed. Any SOQ received during the suspension period will be rejected without review.

1.5.3 The PA will conduct a site visit of any Prospective Establishment.

1.6 Required Forms

All forms listed in Part C, Submission Instructions, Section 6.4 must be included in **Section B**, Required Forms.

1.7 Proof of Licenses and Certifications

TTC staff will review and may verify the authenticity of licenses, certificates, degrees, in **Section C** of the SOQ.

1.8 Financial Capability

An analysis of the financial information submitted in **Section D** of the SOQ will be made to determine the financial capability of the firm.

1.9 Proof of Insurability

TTC staff will review and may verify the proof of insurability provided in **Section E** of the SOQ.

1.10 Selection Process

1.10.1 The TTC will select qualified, responsive and responsible Establishments that have the ability to provide mortuary services in Los Angeles County.

1.10.2 The TTC intends that the List commencing on November 28, 2005, will include Prospective Establishments that have submitted their SOQ by the initial deadline of October 24, 2005, at 2:00 p.m., and that are found to be responsive, responsible, and demonstrate that they meet the minimum qualifications.

1.10.3 Establishments Meeting Eligibility Requirements After October 24, 2005: A Prospective Establishment who submits a SOQ in the prescribed form and format detailed in Part C, Submission Instructions, and who is responsive, responsible and meet the minimum qualifications after initial

deadline, but prior to October 31, 2015, or upon release of a subsequent solicitation, whichever occurs first, may be included on the List. These Establishments may include newly licensed Establishments approved by the Bureau. Any subsequent additions to the List will have the same termination date, October 31, 2015, as the earliest additions to the List added under this solicitation. TTC intends to continue to review SOQs for inclusion on the List under this solicitation until the October 31, 2015, the List termination date or upon release of a new solicitation, whichever occurs first.

- 1.10.4 A Prospective Establishment as well as each location, is subject to inspection by the PA prior to being considered for inclusion on the List.

2.0 LIST INCLUSION

- 2.1 TTC will notify each Establishment following the Establishment's inclusion on the List.
- 2.2 Establishments that are included on the List may be eligible to provide mortuary services throughout the List Term unless removed from the list by the PA. Any Establishment removed from the List will be notified as to the effective date of the Establishment's removal from the List.
- 2.3 Establishment as well as each location are subject to inspection by the PA prior to being included on the List.
- 2.4 Inclusion on the List does not guarantee referrals for services.

PART E

STATEMENT OF WORK

**STATEMENT OF WORK
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STATEMENT OF WORK

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- EXHIBIT L – Safely Surrendered Baby Fact Sheets
- EXHIBIT M – GAIN/GROW Information

1.0 SCOPE

- 1.1 In accordance with the California Probate Code and the Health & Safety Code, when specific circumstances are met, the Public Administrator (PA) is charged with certain obligations concerning residents of the County of Los Angeles (County) at the time of their death. These obligations as they relate to this Statement of Work (SOW) include making funeral arrangements for the decedent according to their wishes or as determined by the PA and in accordance statutory requirements.
- 1.2 An Establishment that appears on the Mortuary Master List (List) will be selected by the PA to provide funeral arrangements for a decedent under the PA's charge when the decedent has not selected a mortuary by will or other means, or the next of kin does not chose a mortuary.
- 1.3 The PA will act as if they were the decedent when choosing a mortuary, therefore, the religious and/or cultural/ethnic persuasion of the decedent will be considered. Allocations for services shall be proportionate to the estimated value of the estate and according to the standard of living adopted by the decedent prior to his/her demise.
- 1.4 An Establishment that is included on the List is **not guaranteed** a minimum or maximum number of referrals by the PA.
- 1.5 An Establishment that is included on the List agrees to provide services to the PA in accordance with this SOW.

2.0 APPLICABLE DOCUMENTS

- 2.1 Exhibits A, B, C, D, E, F, G, H, I, J, K, L, and M are attached to and form a part of this SOW. In the event of any conflict or inconsistency in the definition or interpretation of any work, responsibility, schedule, or the contents or description of any task, deliverable, good, service, or other work, or otherwise between the SOW and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the SOW and then to the Exhibits according the following priority.
 - 2.1.1 Exhibit A – Offer To Perform Mortuary Services
 - 2.1.2 Exhibit B – Pricing Schedule
 - 2.1.3 Exhibit C – Referral Form
 - 2.1.4 Exhibit D – Initial Decedent Referral Form
 - 2.1.5 Exhibit E – Service Arrangement Confirmation and Additional Services Report
 - 2.1.6 Exhibit F – Establishment Contact Information
 - 2.1.7 Exhibit G – Available Services
 - 2.1.8 Exhibit H – Change Transmittal
 - 2.1.9 Exhibit I – DE-172, Creditors Claim

- 2.1.10 Exhibit J – EEO Certificate
- 2.1.11 Exhibit K – IRS Notice 1015
- 2.1.12 Exhibit L – Safely Surrender Baby Fact Sheets
- 2.1.13 Exhibit M – GAIN/GROW Information

3.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provisions thereof. The following words as used herein shall be construed to have the following meaning, whether singular or plural and with initial letter capitalized or not unless otherwise apparent for the context in which they are used.

- 3.1 **Apprentice Embalmer:** A person, engaged in the study of embalming, who posses a valid certificate of apprenticeship issued by the Bureau and who is under the instruction and supervision of a licensed embalmer who has had at least two years' practical experience as a California licensed embalmer.
- 3.2 **Bureau:** The California Department of Consumer Affairs, Cemetery and Funeral Bureau.
- 3.3 **Burial Clothing:** Appropriate clothing for burial.
- 3.4 **Burial Permit:** A permit that is obtained by the Establishment for the disposition of the decedent that is in accordance with Health and Safety Code.
- 3.5 **Clergy:** An ordained priest, minister or rabbi of any religious denomination that is at least 18 years old.
- 3.6 **Coroner:** The person who has the responsibility for carrying out the statutory functions of the Coroner of the County in the Department of Coroner, under the general direction of the County Board of Supervisors.
- 3.7 **Day(s):** Calendar day(s) and not business or workday(s) unless otherwise specifically stated.
- 3.8 **Death Certificate:** A legal document filed with the County Register-Recorder that records vital information about the decedent.
- 3.9 **Decedent:** A deceased person who is under the jurisdiction of the PA.
- 3.10 **Embalmer:** A person that is duly qualified to disinfect or preserve human remains by the injection or external application of antiseptics, disinfectants, or preservative fluids; to prepare human bodies for transportation, which are dead of contagious or infectious diseases; and to use derma surgery or plastic art or restoring mutilated features as an embalmer under the laws of the State of California.

- 3.11 **Establishment:** Any person, association, partnership, corporation or other organization licensed by the Bureau and conducting business as a funeral establishment with at minimum one licensed funeral director to manage, direct or control its business or profession. Establishment shall be devoted exclusively to the activities related to the preparation and arrangement for funeral services including the transportation, burial or other disposition of human remains.
- 3.12 **Family Car:** A vehicle designed to transport people such as a limousine, or other passenger vehicle acceptable to the PA that is insured and maintained by the Establishment and utilized to transport family/relatives and/or friends of the decedent. In no instance shall a Family Car be utilized to transport remains.
- 3.13 **Funeral Director:** A person licensed by the Bureau that is engaged in or conducting, or holding himself or herself out as engaged in any of the following: a) Preparing for the transportation or burial or disposal, or directing and supervising transportation or burial or disposal of human remains; b) Maintaining an Establishment for the preparation for the transportation or disposition or for the care of human remains; c) Using, in connection with his or her name, the words “funeral director,” or “undertaker,” or “mortician,” or any other title implying that he or she is engaged as a funeral director.
- 3.14 **Funeral Service:** A religious service conducted by clergy in accordance with the decedent’s religious beliefs or as directed by the PA at an appropriate location, such as a chapel at the Establishment’s facility designated for such purpose and acceptable to the PA.
- 3.15 **Memorial or Holy Cards:** A printed memento passed out or made available at the Funeral service with information about the decedent.
- 3.16 **Mortuary Services:** All services provided by the Establishment associated with the funeral of the decedent including, but not limited to, the transportation, preparation, care and custody of the decedent.
- 3.17 **Motorcycle Escort:** A funeral escort by uniformed staff on motorcycles, which ensures that the funeral procession stays together on public streets and/or highways following the Funeral Service.
- 3.18 **Music:** Live or recorded music played at the Funeral Service. Music shall be complementary to the Funeral Service and appropriate to the religious denomination or affiliation of the decedent.
- 3.19 **Newspaper Publication:** An obituary for a decedent in a newspaper of general circulation that is published on not less than a weekly basis and distributed in the area of the decedent’s last known residence. At minimum, the publication shall contain the decedent’s name, date of birth, date of death, the Establishment’s name, address, telephone number and time and location of Funeral service(s) for

the decedent. The publication shall appear in the obituary section of the newspaper and shall appear no less than two (2) days prior to the Funeral Service. The PA may require additional information to be included or publication in multiple newspapers.

- 3.20 **Public Administrator:** The Director of County Office of the Public Administrator or designated employee charged with making funeral arrangements for decedents in accordance with the California Probate Code and the Health and Safety Code.
- 3.21 **Register Book:** A book provided by the Establishment to be accessible during the Funeral Service for attendees to record their name and/or other information. Following the Funeral Service, the book shall be given to the PA.
- 3.22 **Remains:** The body of a deceased person, regardless of its stage of decomposition, and cremated remains.

4.0 RESPONSIBILITIES

4.1 Establishment:

- 4.1.1 At all times, Establishment must maintain a valid funeral establishment license issued by the Bureau. Establishment must at all times abide by the governing regulations including, but not limited to: Health and Safety Code, Business and Professional Code, and Title 16 of the California Code of Regulations (CCR).
- 4.1.2 At all times Establishment shall ensure that all employees of the Establishment, including any contractors, shall conduct business in a dignified and professional manner.
- 4.1.3 At all times Establishment shall obtain and maintain all insurances, as required and necessary to conduct a mortuary business, and that is in compliance with all federal, state and local requirements. Notwithstanding any federal, state or local insurance requirements, the PA requires that the Establishment at minimum maintain Worker's Compensation, General Liability, Commercial Auto Liability, and Errors and Omissions/Professional Liability insurance at all times and with sufficient coverage as determined by the PA.
 - 4.1.3.1 Establishment shall indemnify defend and hold harmless the County, and the PA from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses including, but not limited to, defense costs and legal fees, accounting and related claims and lawsuits for damages of any nature whatsoever, arising from or related to Establishment, or its employees, agents, or subcontracts

acts and/or omissions in the performance of services or provision of products hereunder, including without limitation, any workers' compensation suits, liability, or expense, arising from or connected with services performed by any person on behalf of Establishment, its agents, employees or subcontractors pursuant to this Statement of Work.

- 4.1.4 Establishment shall be responsible to immediately conform to any federal, state, county or local law, ordinance and/or policy applicable to the Establishment.
- 4.1.5 License
 - 4.1.5.1 Licenses shall be displayed in accordance with Business and Professions Code Section 7680.
 - 4.1.5.2 Any license shall be made available to the PA immediately upon request.
- 4.1.6 At minimum, Establishment shall:
 - 4.1.6.1 Maintain a mortuary facility licensed by the Bureau, and that is in compliance with all federal, state and local laws and regulations, including but not limited to, Title 16 of the CCR and that is capable of providing the full array of services requested by the PA including the transportation, preparation, custody and care of the decedent for burial, or other disposition.
 - 4.1.6.2 Establishment shall conduct business and provide goods/services in a manner that is in compliance with all municipal, county, state, and federal laws, rules, regulations, ordinances, and codes.
 - 4.1.6.3 Establishment shall conform to and abide by all applicable municipal, county, state and federal laws and regulations, court rules, and ordinances, insofar as the same or any of them are applicable. Insofar as permits and/or licenses are required for the prescribed services, the same must be obtained from the regulatory agency having jurisdiction thereover.
 - 4.1.6.3.1 Establishment shall indemnify and hold harmless the County and PA from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees arising from or

related to any violation on the part of the Establishment or its employees, agents, or subcontractors, of any such laws, rules, regulations, ordinances, or directives.

- 4.1.6.4 Maintain a chapel or other comparable private area acceptable to conduct a Funeral Service that is acceptable to the PA.
- 4.1.6.5 Maintain staff as described in Section 5.0, Staffing Requirements and as required by the Bureau.
 - 4.1.6.5.1 The Funeral Director or designee approved by the PA shall be responsible for all correspondence, reporting requirements, and record keeping resulting from services provided under this SOW.
- 4.1.6.6 Maintain a motor vehicle that is acceptable to the PA for transporting the remains of the decedent and that complies at all times with the requirements set forth in §1209 of Title 16, in the CCR.
- 4.1.6.7 Maintain a Family Car.
- 4.1.7 Records shall be maintained for a minimum of 60 months following the Funeral Service or until any federal, state or county audit is completed, whichever is later. Any records pertaining to referrals made by the PA shall be made available to the PA upon request.
- 4.1.8 In no instance shall an Establishment solicit additional funds from friends or relatives of the decedent. However, this does not prohibit a friend or family member from purchasing additional goods or services. If goods and/or services are purchased by a friend or family member, the Establishment shall have no claim against the PA or the decedent's estate for such goods and/or services purchased without the PA's written authorization.
- 4.1.9 No Establishment or employees of an Establishment shall solicit any business from the PA or employees of the PA. Any improper solicitation will be referred to the proper legal authorities and the Establishment will be promptly removed and suspended from the List.

4.1.10 Referrals to the PA:

4.1.10.1 In the event that an Establishment takes custody of remains that may fall within the PA's jurisdiction, Establishment shall utilize the Initial Decedent Referral Report, Exhibit D, to report a death to the PA. The Initial Decedent Referral Report shall be faxed to the PA on the date of death or as soon as administratively possible thereafter.

4.1.10.2 Establishment shall report any additional information not contained on the Initial Decedent Referral Report to the PA immediately.

4.1.11 Establishment shall perform specific duties that may include, but are not limited to, the following, as directed by the PA:

4.1.11.1 Establishment shall ensure that Funeral Services commence within five (5) business days from the date an Establishment receives a referral.

4.1.11.2 Establishment shall report to the PA the day and time of the Funeral Services within two (2) days of receiving a referral and no later than 24 hours prior to the Funeral Service.

4.1.11.2.1 Establishment shall provide acceptable notification in a timely manner by telephone or other means of the date and time of the Funeral Service to friends and family of the decedent. The PA will provide names and telephone numbers of friends and family members to be notified by the Establishment.

4.1.11.3 Arrangements made by the Establishment shall include all of the following unless otherwise directed by the PA:

- 4.1.11.3.1 Coroner's Fees
- 4.1.11.3.2 Copies of Death Certificate
- 4.1.11.3.3 Newspaper Publication
- 4.1.11.3.4 Burial Permit
- 4.1.11.3.5 Mortuary Services
- 4.1.11.3.6 Funeral Service
- 4.1.11.3.7 Music
- 4.1.11.3.8 Casket
- 4.1.11.3.9 Clergy (\$50.00 minimum)
- 4.1.11.3.10 Flowers (\$50.00 minimum)
- 4.1.11.3.11 Sales tax as applicable

- 4.1.11.4 From time-to-time the PA may authorize additional services such as:
 - 4.1.11.4.1 Motorcycle Escort
 - 4.1.11.4.2 Family Car
 - 4.1.11.4.3 Burial Clothing
 - 4.1.11.4.4 Mileage to Riverside National Cemetery
- 4.1.11.5 Establishment shall make arrangements and provide goods/services authorized by the PA in accordance with this SOW and the appropriate Mortuary Allowance or in accordance with any pre-need agreement.
 - 4.1.11.5.1 Exhibit B, Pricing Schedule provides the casket description for each corresponding Mortuary Allowance.
 - 4.1.11.5.2 If there is not an existing pre-need agreement for a casket, Establishment shall certify that a casket corresponding to the authorized Mortuary Allowance described on the Pricing Schedule was provided.
 - 4.1.11.5.3 If such a casket is not available, Establishment shall certify that a substitute casket of equal or better quality was used at no additional expense. Substitutions are subject to the PA's approval.

4.2 **Public Administrator:**

- 4.2.1 The PA shall be responsible for any changes or amendments to this SOW that occur as a result of a change in law, ordinance and/or policy of the federal, state, county, local municipality or PA. Changes may be made from time to time to align this SOW with such requirements and/or policy. However, Establishment shall be responsible to immediately conform and continually adhere to all federal, state, county or local law, ordinance and/or policy applicable to the Establishment.
 - 4.2.1.1 When the PA makes changes to the SOW eligible Establishment will be notified in writing of the changes.
 - 4.2.1.1.1 Such changes may include adjustments to the Pricing Schedule which may be made annually at the PA's sole discretion.

- 4.2.2 The PA shall be responsible for making referrals to the Establishment. The PA will provide direction as necessary to the Establishment on the services to be provided.
- 4.2.3 Referrals shall be made using a Referral Form, such as or similar to Exhibit C. The PA will authorize services to be provided in writing prior to the services being provided by the Establishment. Services provided by the Establishment that have not been authorized in writing by the PA shall not be charged against the estate of the decedent.
- 4.2.4 The PA from time-to-time may conduct unscheduled inspections of an Establishment on the List.
 - 4.2.4.1 The PA will send a follow-up letter to the Establishment with the findings of the site visit. The letter may include a Corrective Action Plan.
 - 4.2.4.2 Any observance that in the PA's discretion is inappropriate or inconsistent with this SOW or does not meet industry standards will be documented and may be reported to the California Department of Consumer Affairs/Bureau or other enforcement agency as appropriate.
- 4.2.5 The PA will evaluate the Establishment's performance in providing services on an annual basis or more frequently if needed, as determined by the PA.

5.0 STAFFING REQUIREMENTS

- 5.1 At all times Establishment shall at minimum, maintain all of the following:
 - 5.1.1 A Funeral Director licensed by the Bureau and in accordance with all federal, state and local laws and regulations including, but not limited to, The Business and Professions Code, Sections 7615-7635 and §1204 of Title 16 in the CCR;
 - 5.1.2 An Embalmer licensed by the Bureau;
 - 5.1.3 Suitable driver(s) for the Family Car(s) and the vehicle(s) used to transport remains; and
 - 5.1.4 Other staff in appropriate measure to the size and scope of the Establishment to ensure the Establishment is managed in a professional manner and properly maintained. Other staff may include an apprentice embalmer, hair and make-up artist, receptionist, accountant etc.

- 5.1.5 Staff that has contact with the PA and the public shall be able to effectively communicate in English both orally and in writing.

6.0 SERVICE DELIVERY REQUIREMENTS

- 6.1 Establishment shall provide mortuary services as instructed by the PA and with the same quantity and quality of service provided for decedents not under the jurisdiction of the PA.

- 6.1.1 Establishment shall not have separate and/or unequal equipment and/or facilities for decedents under the jurisdiction of the PA from that of other clients.

- 6.1.2 Establishment shall provide mortuary services for decedents under the jurisdiction of the PA regardless of race, color, creed, or national origin.

- 6.2 Mortuary services shall be provided seven (7) days a week, 24 hours each day. Establishment has the option of not providing Funeral Services on County recognized holidays. However, all other services shall be available for the transportation, preparation, care and custody of the decedent. County holidays are as follows:

- 6.2.1 Martin Luther King, Jr. Day;

- 6.2.2 Presidents' Day;

- 6.2.3 Memorial Day;

- 6.2.4 Fourth of July;

- 6.2.5 Labor Day;

- 6.2.6 Columbus Day;

- 6.2.7 Veterans' Day;

- 6.2.8 Thanksgiving Day;

- 6.2.9 Friday after Thanksgiving Day; and

- 6.2.10 Christmas Day

- 6.3 Veteran's Services

- 6.3.1 Establishment will obtain the necessary flag to be used at the Funeral Service. The flag along with any service folder or memorabilia is to be returned to the PA following the Funeral Service.

7.0 LIST

- 7.1 The List will become effective as of November 28, 2005 and will remain effective until October 31, 2015 or upon the effective date of a new List resulting from a subsequent solicitation document for mortuary services, whichever occurs first.
- 7.2 Only an Establishment that is on the List at the time services are required is eligible to be considered for a referral by the PA.
- 7.3 The PA in his/her sole discretion may remove, or suspend any Establishment from the list for a period of time as determined by the PA.
 - 7.3.1 The PA will notify an Establishment in writing the effective date of the removal and/or suspension. If an Establishment has been suspended, end date of the suspension will also be included.
 - 7.3.2 An Establishment that has been suspended and that submits a Statement of Qualifications (SOQ) under a different name or different location will not be considered until the suspension period has ended.
- 7.4 Establishment will be removed and/or suspended from the List by the PA for any of the following:
 - 7.4.1 Failure to comply with a Corrective Action Plan;
 - 7.4.2 Refusing a referral from the PA without good cause as determined by the PA;
 - 7.4.3 Failure to obtain and maintain and/or provide to the PA in a timely manner all applicable state required licenses and/or certificates;
 - 7.4.4 Failure to maintain and/or provide evidence of required insurance to the PA in a timely manner;
 - 7.4.5 Failure to maintain and/or provide any agreed upon reports, documents, filings, or other data the Establishment is responsible for providing to the PA in a timely manner;
 - 7.4.6 Failure to deduct prepaid amounts from the cost allowance authorized by the PA;
 - 7.4.7 Failure to deduct funds paid by friends/family of the decedent from the cost allowance authorized by the PA.
 - 7.4.8 Failure to provide any service(s) as described in this Statement of Work and as directed by the PA;
 - 7.4.9 Filing for bankruptcy;

- 7.4.10 Any legal proceedings that in the PA's sole opinion may seriously jeopardize or bring into question the integrity of the Establishment and/or its owner(s), partner(s), or director(s) and/or the services provided;
- 7.4.11 Submitting a false claim against an estate;
- 7.4.12 Failure to return a refund within 15 working days when an estate is found to be insolvent;
- 7.4.13 Establishment and/or employees/agents offering/presenting gratuities to any PA employee. Gratuities include, but are not limited to, holiday or other special occasion gifts.
- 7.4.14 Any action of suspension or revocation by the Bureau may be grounds for removal and/or suspension from the List for a period of time as determined by the PA;
- 7.4.15 Any impropriety, or misrepresentation that in the PA's opinion is flagrant is grounds for removal and/or suspension from the List; and/or
- 7.4.16 Any other reason as determined in the PA's sole discretion that warrants removal and/or suspension from the List.
- 7.5 The PA will use his/her discretion in selecting an Establishment to provide services taking into account any stated, written or otherwise, preferences and/or religious, cultural and ethnicity of the decedent and/or the decedent's family.
- 7.6 The PA does not guarantee a minimum or maximum number referrals to any Establishment that is included on the List.
- 7.7 Any Establishment that has been removed or suspended from the List may submit a new SOQ in accordance with the Request For Statement Qualifications (RFSQ) for Mortuary Services, PA 2005-01.
 - 7.7.1 Any SOQ that is not in accordance with the RFSQ referenced above will be rejected.
 - 7.7.2 Any SOQ that is submitted prior to the expiration of the suspension period imposed by the PA will be rejected.
 - 7.7.3 Any Establishment and/or the principal owner(s) of an Establishment that appear on the County Debarment List shall be removed from the List or the SOQ shall be rejected as appropriate.

8.0 REPORTING REQUIREMENTS

8.1 Found Property

8.1.1 Establishment shall remove all rings, watches, other jewelry items, and/or other valuables from the body for inclusion into the estate. Establishment shall report any items of value found to the PA immediately. The PA will be responsible to document and pick up any such items.

8.2 Final Arrangements

8.2.1 Once the final arrangements are made by the Establishment, the Funeral Director or designee approved by the PA shall complete a Service Arrangement Confirmation and Additional Services Report, Exhibit E, and fax it to the PA confirming the goods/services that have been provided and that will be provided along with the place and time of the services within two (2) business days, but no less than 24 hours prior to the time of the funeral.

8.2.2 Any goods and/or services purchased/ordered from or through the Establishment by friends and/or relatives of the decedent shall be itemized and reported to the PA on the Service Arrangement Confirmation and Additional Services Report form. Items that are not approved/requested by the PA and that are listed on the Service Arrangement Confirmation and Additional Service Report, shall not be charged against the estate of the decedent under any circumstances.

8.2.3 All arrangements shall include a Funeral Service unless otherwise directed by the PA.

8.3 Permits and Licenses

8.3.1 Upon renewal or upon any change that affects the Establishment license, the Establishment shall provide a copy of each new license issued by the Bureau within five (5) business days of receipt of license. Any changes shall be reported to the PA using the Change Transmittal, Exhibit H.

8.3.1.1 At minimum an Establishment shall provide a copy of a valid license for the facility, director and embalmer. If the Establishment employs additional licensed staff, copies of all applicable licenses shall be provided to the PA upon renewal and/or change within five (5) business days of receipt from the Bureau.

8.3.1.2 A copy of an appropriate and valid California Driver License and valid proof of insurance shall be provided for each person authorized by the Establishment to drive any vehicle

utilized to transport a decedent and any vehicle utilized to transport family/friends of the decedent such as the Family Car.

8.3.1.3 Establishment shall report within two (2) business days, any expired, suspended, or revoked license to the PA in writing.

8.3.1.3.1 Failure of the Establishment to report any expired, suspended or revoked license shall be grounds for removal from the List.

8.3.1.4 Establishment shall report to the PA, any pending or action taken against the Establishment by the Bureau, federal, state or local authorities. Establishment shall report to the PA any litigation pending or otherwise against the Establishment and/or the owner(s), partner(s), and/or officer(s) within ten (10) business days.

8.4 Service Disruptions

8.4.1 Establishment shall immediately report to the PA in writing, any unanticipated or anticipated disruptions in service.

8.4.1.1 Any anticipated disruptions shall be reported with an estimated date that services will be unavailable or reduced and a date when services will resume. Notification shall be upon discovery that any disruption will occur.

8.4.1.2 Any unanticipated disruptions shall be reported with an estimated date that services will be unavailable or reduced and a date when services will resume. Notification shall be upon discovery that any disruption occurred.

8.5 Staffing Changes

8.5.1 Any anticipated or unanticipated changes in key staff shall be reported to the PA in writing upon discovery.

8.5.1.1 The report should include at minimum the person's name and position and effective date of any change.

8.5.1.2 Staff changes that require licensing changes, a copy of the new license shall be attached to the Change Transmittal, Exhibit H upon receipt of the new license.

8.6 Service Changes

- 8.6.1 For any change in services offered/provided the PA shall be notified in writing using the change transmittal and provide an explanation of the change and the effective date of such change. This includes discontinued services as well as additional or supplemental services offered.
- 8.6.2 Copies of licenses for additional or supplemental services that require licensing by any federal, state, county or local agency shall be attached to the notification with an explanation.

9.0 CORRECTIVE ACTION PLAN

- 9.1 The PA will issue a Corrective Action Plan (CAP) to an Establishment when in the PA's sole discretion the Establishment has the ability to correct minor deficiencies in a reasonable amount of time. A CAP will not be utilized to meet deficiencies in the minimum requirements of this SOW or solicitation document, a severe deficiency(ies), or any deficiency(ies) in meeting Bureau requirements.
- 9.2 Failure or refusal to adhere/complete the CAP shall be grounds for removal and/or suspension from the List at the PA sole discretion.
- 9.3 The PA reserves the right to remove and/or suspend an Establishment at any time without a CAP.

10.0 CONFIDENTIALITY

- 10.1 Establishment shall maintain the confidentiality of all records obtained from the PA under this Statement of Work in accordance with all applicable federal, state, local laws, ordinances, regulations and directives relating to confidentiality.

11.0 CLAIMS

- 11.1 Costs charged against a decedent's estate shall include all of the following as applicable or as directed by the PA:
 - 11.1.1 Service Fee

This fee includes the reasonable costs charged against the allowable costs, as directed by the PA, to cover the Establishment's overhead, personnel and equipment necessary for the preparation, care and custody of the decedent by the Establishment.
 - 11.1.2 Photocopies of the Death Certificate
 - 11.1.3 Coroner's fees

- 11.1.4 Newspaper Publication
- 11.1.5 Flowers
- 11.1.6 Clergy
- 11.1.7 Burial Permit
- 11.2 The PA may authorize the Establishment to provide additional items including, but not limited to, any or all of the following:
 - 11.2.1 Family Car
 - 11.2.2 Motorcycle Escort
 - 11.2.3 Burial Clothing
 - 11.2.4 Mileage to Riverside National Cemetery.
 - 11.2.5 Authorized additional amounts for extraordinary distances at PA's sole discretion.
- 11.3 The sum of all costs the Establishment may charge against the estate of a decedent shall be in accordance with this SOW and Exhibit B, Pricing Schedule and according to written instructions authorizing additional items and/or services received from the PA included on Exhibit C, Referral Form.
- 11.4 Procedure
 - 11.4.1 Establishment shall provide goods/services as directed by the PA and within the maximum Mortuary Allowance authorized by the PA.
 - 11.4.2 Establishment should complete and submit all claims utilizing the DE-172, Creditor's Claim. For convenience, a sample is provided as Exhibit I. Creditor's Claim. The PA is not responsible for incomplete, improperly completed or unfiled claims by the Establishment.
 - 11.4.2.1 For convenience, an electronic version of the DE-172 may be accessed at: <http://www.courtinfo.ca.gov/forms>.
- 11.5 Payment for claims is contingent upon the following:
 - 11.5.1 The Court granting Letters of Administration to the PA;
 - 11.5.2 Presentation of a Creditor's Claim, in proper form within the statutory period for filing claims;

- 11.5.3 Allowance of the claim by the PA;
 - 11.5.4 Approval of the claim by the Court or PA, whichever is appropriate; and
 - 11.5.5 Sufficient funds in the estate to pay the Claim.
- 11.6 Payment is made contingent on the estate being solvent when it is closed. Therefore, when payment is made and it is later determined that the estate is insolvent to the point of prorating priority Creditor's Claims, a proportional refund will be requested. Establishment's failure to return the refund within 15 working days shall be grounds for removing and/or suspending the Establishment from the List.
- 11.7 Documentation
- 11.7.1 Authorized services provided by the Establishment and/or authorized fees paid by the Establishment shall be documented on the DE-172, Creditor's Claim.
 - 11.7.2 Per PA's instructions, Establishment shall either file the DE-172 with the Court and simultaneously provide the PA a copy of the filed form or submit the DE-172 directly to the PA.
- 11.8 The PA is not responsible for any non-payable claims which may include, but are not limited to, the following:
- 11.8.1 Claims for services prepaid by the decedent or other person in a pre-need arrangement;
 - 11.8.2 Claims for services paid for by a family member, or friend of the decedent or on behalf of the decedent, or family of the decedent;
 - 11.8.3 Claims for services not authorized by the PA in writing;
 - 11.8.4 Claims for unreasonably large sums at the discretion of the Court; and
 - 11.8.5 Claims not within the statute of limitations as outlined in § 9100 of the Probate Code.

12.0 AMENDMENTS

- 12.1 The PA reserves the right to amend this Statement of Work. Establishment agrees to comply with any amendments to this Statement of Work upon notification.

13.0 NOTICES

- 13.1 The PA will send notices in writing and shall be addressed to the parties as identified in Exhibit F, Establishment's Contact Information. A change in address shall be made to the PA by prior written notice.

EXHIBIT A

OFFER TO PERFORM MORTUARY SERVICES

OFFER TO PERFORM MORTUARY SERVICES

This Offer to Perform Mortuary Services "Offer" is being submitted by _____ hereafter referred to as "Establishment" to the Los Angeles County Public Administrator hereafter referred to as "PA" for consideration to provide Mortuary Services.

By the signed submission of this Offer, the Establishment agrees to provide Mortuary Services to the PA in accordance with the Statement of Work for Mortuary Services and including all attachments and/or Exhibits to the Statement of Work.

I understand that the PA may remove the Establishment from the Master List for failure or refusal to perform the required services in a manner acceptable to the PA, including, but not limited to the following:

- Failure to maintain and/or provide to the PA in a timely manner all State required licenses and/or certificates;
 - Failure to maintain and/or provide to the PA in a timely manner agreed upon insurances;
 - Failure to maintain and/or provide to the PA in a timely manner any agreed upon reports, documents, filings, or other data the Establishment may be responsible to provide to the PA;
 - Failure to provide any of the services described in the Statement of Work;
 - Refusing a referral from the PA without good cause as determined by the PA;
 - Bankruptcy;
 - Legal proceedings that in the PA's sole opinion may seriously jeopardize or bring into question the integrity of the Establishment and/or its owner(s), partner(s), or director(s) and the services provided;
 - Failure/refusal to return a refund as requested by the PA within 15 working days from request.
 - Any action of suspension and or revocation by the Bureau may be grounds for removal and/or suspension from the List for a period of time as determined by the PA;
-

OFFER TO PERFORM
MORTUARY SERVICES

I, _____ declare under penalty of perjury that I represent and am authorized to sign this Offer to Perform on behalf of _____, located at _____ and do hereby agree to all said terms and conditions set forth in this Statement of Work for Mortuary Services.

Signature of Owner/Funeral Director

Title

Date

Tax ID Number

Executed at Los Angeles County, California, this _____ Day of _____, 20__.

EXHIBIT B – PRICING SCHEDULE

Arrangement No.	CASKET DESCRIPTION*	MORTUARY ALLOWANCE**
1	Cloth Covered, Raised Flat Top or Oval Unit, With Six Handles, Fully Lined	\$2,400 minus any prepaid amounts for items required by the PA.
2	Earth tone or Gray Finished Metal, With Painted Hardware, Fully Lined	\$2,900 minus any prepaid amounts for items required by the PA
3	20 Gauge Metal, Hardwood or Polished Wood Unit, With Crepe Interior, Perfection Cut or Hinge Panel, Coordinated Plated Hardwood	\$4,200 minus any prepaid amounts for items required by the PA

* Caskets utilized shall be equivalent to those described or better according to the corresponding Mortuary Allowance.

** Allowance is the Total Allowance unless additional funds are authorized by the PA.

EXHIBIT C
REFERRAL FORM



**COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
PUBLIC ADMINISTRATOR OPERATIONS**

HALL OF RECORDS
320 WEST TEMPLE STREET, NINTH FLOOR
LOS ANGELES, CALIFORNIA 90012



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

TELEPHONE
(213) 974-0418

September 16, 2005

FAX
(213) 613-0159

SENT VIA FACSIMILE

Establishment Name
Address
City, CA ZIP

SAMPLE

RE: The Estate of _____

This is to confirm our telephone conversation and provide you with written authorization to provide the services as described in the Statement of Work for Mortuary Services. The total Mortuary Allowance for authorized services shall not exceed \$ _____. The casket provided shall be equal to or better than the casket described in line _____ of the Pricing Schedule.

Additional Instructions/Description

Notify the following person(s) of the date, place and time of the services:

Name	Address	Telephone

The interment will take place at _____ cemetery.

You must file the original DE-172, Creditor's Claim with:

- The Los Angeles Superior Court and a copy provided to this PA at the above address.
- The PA's office at the above address.
 - A copy of the death certificate must be submitted to the PA's office along with the DE-172.
 - Service Arrangement Confirmation and Additional Services Report must be received by this office as soon as arrangements have been finalized but no later than one (1) business day prior to the Funeral Service.

**County of Los Angeles
Treasurer and Tax Collector
Public Administrator Operations**

320 W. Temple St., 9th Floor
Los Angeles, CA 90012
**INTAKE UNIT: (213) 974-0460
FAX: (213) 633-1944**

INITIAL DECEDENT REFERRAL REPORT

EA #: _____

INTAKE CLERK INITIALS: _____

PLEASE TYPE OR PRINT CLEARLY

Decedent Name:		Last Address: (Include facility name)		Date of Death:	
AKA(s):		ZIP:		Date Reported:	
<input type="checkbox"/> Male <input type="checkbox"/> Female		Phone: ()		Ext:	
Reported By: (Name and Address)		Place of Death (Facility Name and Address)		Body Located At: (Facility Name and Address)	
ZIP Phone () Ext.		ZIP Phone () Ext.		ZIP Phone () Ext.	
Birth date (mm/dd/yyyy)		Age	Birthplace		Social Security #
					Veteran #
Race:	Marital Status:	Cause of Death:		Religion:	Citizenship:
Funeral Information: Burial Instructions Found <input type="checkbox"/> Yes <input type="checkbox"/> No Decedent has Pre-need <input type="checkbox"/> Yes <input type="checkbox"/> No Decedent has Prepaid <input type="checkbox"/> Yes <input type="checkbox"/> No Funeral Arranged By: Phone () Ext. Shipped Body To:				Mortuary/Cemetery: Address: Phone () Ext.	
Will Information : <input type="checkbox"/> None <input type="checkbox"/> Formal <input type="checkbox"/> Holographic					
If You Have A Copy Of the Will, Please Attach					
Executor (Name and Address)		Attorney (Name and Address)		Location of Will:	
Phone ()		Phone ()		Date of Will:	

DECEDENT NAME: _____

Relatives, Next-of-Kin, Friends, Employer - Please Indicate Relationship of Each Person		
Relationship	Name and Address	Telephone Number
Spouse		
(If Predeceased – DOD)	(Place of Death – City and State)	
Children		
Other Relatives		
Friends		
Employer		
Other		

Assets & Inventory			
<input type="checkbox"/> No Assets to Report			
Item	Type & Acct. #	Location	Estimated Value
<input type="checkbox"/> Keys			N/A
<input type="checkbox"/> Trust Account			\$
<input type="checkbox"/> Bank Account(s)			\$
			\$
<input type="checkbox"/> Jewelry			\$
<input type="checkbox"/> Cash			\$
<input type="checkbox"/> Credit Cards			N/A
Safe Deposit Box Key <input type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Other			\$
Additional Information:			

EXHIBIT E

**SERVICE ARRANGEMENT CONFIRMATION
AND ADDITIONAL SERVICES REPORT**

DATE: _____

FAX TO: COUNTY OF LOS ANGELES PUBLIC ADMINISTRATOR – (213) 633-1944

ATTN: _____

FROM: _____
(ESTABLISHMENT)

TELEPHONE: () _____ EXT. _____

CONTACT NAME: _____

**SUBJECT: SERVICE ARRANGEMENT CONFIRMATION AND ADDITIONAL SERVICES
REPORT FOR _____**
(DECEDENT'S NAME)

This is to confirm service arrangements for _____ have been finalized and to report any additional services provided by or through this Establishment.

Services for the above name decedent will be conducted at _____ located at _____ (Address) on _____, 20____, (Date)

at _____:_____ am pm.
(Time) (Circle One)

The following authorized services were provided:
Check all that apply. (Add additional sheets as necessary)

Item	Description	Cost
<input type="checkbox"/>	Funeral Service	\$ _____
<input type="checkbox"/>	Clergy	\$ _____
<input type="checkbox"/>	Music	\$ _____
<input type="checkbox"/>	Casket	\$ _____
<input type="checkbox"/>	Coroner's fees	\$ _____
<input type="checkbox"/>	Newspaper Publication	\$ _____
<input type="checkbox"/>	Flowers	\$ _____
<input type="checkbox"/>	Burial Permit	\$ _____
<input type="checkbox"/>	Preparation, Care and Custody	\$ _____
<input type="checkbox"/>	Graveside	\$ _____
<input type="checkbox"/>	Transportation	\$ _____
<input type="checkbox"/>	Other	\$ _____
Total		\$ _____

The following items/services have been prepaid or provided by or on behalf of the decedent, and/or friends/family of the decedent.

Check all that apply:
(Add additional sheets as necessary)

Item	Description	Paid by	Amount
<input type="checkbox"/>	Funeral Service		\$ _____
<input type="checkbox"/>	Clergy		\$ _____
<input type="checkbox"/>	Music		\$ _____
<input type="checkbox"/>	Casket		\$ _____
<input type="checkbox"/>	Coroner's fees		\$ _____
<input type="checkbox"/>	Newspaper Publication		\$ _____
<input type="checkbox"/>	Flowers		\$ _____
<input type="checkbox"/>	Burial Permit		\$ _____
<input type="checkbox"/>	Preparation, Care and Custody		\$ _____
<input type="checkbox"/>	Graveside		\$ _____
<input type="checkbox"/>	Transportation		\$ _____
<input type="checkbox"/>	Other		\$ _____
Total			\$ _____

As instructed by the PA the following person(s) were notified:

NAME	TYPE OF CONTACT		ATTEMPTS	DATE OF CONTACT
	<input type="checkbox"/> Phone	<input type="checkbox"/> Successful <input type="checkbox"/> Unsuccessful		
	<input type="checkbox"/> Mail			
	<input type="checkbox"/> Phone	<input type="checkbox"/> Successful <input type="checkbox"/> Unsuccessful		
	<input type="checkbox"/> Mail			
	<input type="checkbox"/> Phone	<input type="checkbox"/> Successful <input type="checkbox"/> Unsuccessful		
	<input type="checkbox"/> Mail			
	<input type="checkbox"/> Phone	<input type="checkbox"/> Successful <input type="checkbox"/> Unsuccessful		

I have attached documentation from the PA authorizing me to provide the above services.

The undersigned certifies that the above account of services provided is true and correct to the best of their knowledge.

Funeral Director or authorized designee

Date

EXHIBIT F – ESTABLISHMENT CONTACT INFORMATION

ESTABLISHMENT:

Name:

Mailing Address:

Telephone:

Fax:

E-mail:

Site Address:

EXHIBIT G – AVAILABLE SERVICES

Location(s):

Location Name	Address (Include Zip Code)	Phone	FAX	Contact

Services Available:

Specialties*:

(Such as provides Jewish mortuary, Catholic mortuary, staff speak English/Spanish)

Restrictions in service delivery*:

(Indicate which services/specialties are not available at each location)

Location	Services	Specialties	Comments

*If none, please also provide a statement.

EXHIBIT H
CHANGE TRANSMITTAL

FAX TO: COUNTY OF LOS ANGELES PUBLIC ADMINISTRATOR – (213) 633-1944

ATTN:

FROM: _____
(ESTABLISHMENT)

TELEPHONE: () _____ **EXT.** _____

CONTACT NAME: _____

SUBJECT: CHANGE TRANSMITTAL

This is to report the following change(s):

- Service Change
- Staff Change
- License Change
- Mailing Address Change
- Location Change
- Other

Please describe in detail each change checked above, and provide the effective date of the changes as well as any supporting documentation.

Funeral Director or authorized designee

Date

EXHIBIT I

DE-172, CREDITOR'S CLAIM

SAMPLE

ATTORNEY OR PERSON WITH ATTORNEY'S NUMBER AND ADDRESS: TELEPHONE AND FAX NOS.:		FOR COURT USE ONLY
ATTORNEY FOR (Name): SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street, Room 258 MAILING ADDRESS: 111 North Hill Street, Room 258 CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Central Judicial District		
ESTATE OF (Name):		
DECEDENT		
CREDITOR'S CLAIM		CASE NUMBER: Insert Probate Number Here

You must file this claim with the court clerk at the court address above before the LATER of (a) four months after the date letters (authority to act for the estate) were first issued to the personal representative, or (b) sixty days after the date the *Notice of Administration* was given to the creditor, if notice was given as provided in Probate Code section 9051. You must also mail or deliver a copy of this claim to the personal representative and his or her attorney. A proof of service is on the reverse.

WARNING: Your claim will in most instances be invalid if you do not properly complete this form, file it on time with the court, and mail or deliver a copy to the personal representative and his or her attorney.

- Total amount of the claim: \$
 - Claimant (name):
 - an individual
 - an individual or entity doing business under the fictitious name of (specify):
 - a partnership. The person signing has authority to sign on behalf of the partnership.
 - a corporation. The person signing has authority to sign on behalf of the corporation.
 - other (specify):
 - Address of claimant (specify):
 - Claimant is the creditor a person acting on behalf of creditor (state reason):
 - Claimant is the personal representative the attorney for the personal representative.
 - I am authorized to make this claim which is just and due or may become due. All payments on or offsets to the claim have been credited. Facts supporting the claim are on reverse attached.
- I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- Date:

..... (TYPE OR PRINT NAME AND TITLE) ▶ (SIGNATURE OF CLAIMANT)

INSTRUCTIONS TO CLAIMANT

- On the reverse, itemize the claim and show the date the service was rendered or the debt incurred. Describe the item or service in detail, and indicate the amount claimed for each item. Do not include debts incurred after the date of death, except funeral claims.
- If the claim is not due or contingent, or the amount is not yet ascertainable, state the facts supporting the claim.
- If the claim is secured by a note or other written instrument, the original or a copy must be attached (state why original is unavailable.) If secured by mortgage, deed of trust, or other lien on property that is of record, it is sufficient to describe the security and refer to the date or volume and page, and county where recorded. (See Prob. Code, § 9152.)
- Mail or take this original claim to the court clerk's office for filing. If mailed, use certified mail, with return receipt requested.
- Mail or deliver a copy to the personal representative and his or her attorney. Complete the *Proof of Mailing or Personal Delivery* on the reverse.
- The personal representative or his or her attorney will notify you when your claim is allowed or rejected.
- Claims against the estate by the personal representative and the attorney for the personal representative must be filed within the claim period allowed in Probate Code section 9100. See the notice box above.

(Continued on reverse)

CREDITOR'S CLAIM
(Probate)

SAMPLE

Date of	ITEMS: REPORTING THE CREDITOR'S CLAIM Attachment (if space is insufficient) Item and supporting facts	Amount claimed
TOTAL: \$		

PROOF OF MAILING PERSONAL DELIVERY TO PERSONAL REPRESENTATIVE
(Be sure to mail or take the original to the court clerk's office for filing)

1. I am the creditor or a person acting on behalf of the creditor. At the time of mailing or delivery I was at least 18 years of age.
2. My residence or business address is *(specify)*:

3. I mailed or personally delivered a copy of this *Creditor's Claim* to the personal representative as follows *(check either a or b below)*:
 - a. **Mail.** I am a resident of or employed in the county where the mailing occurred.
 - (1) I enclosed a copy in an envelope AND
 - (a) **deposited** the sealed envelope with the United States Postal Service with the postage fully prepaid.
 - (b) **placed** the envelope for collection and mailing on the date and at the place shown in items below following our ordinary business practices. I am readily familiar with this business' practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service in a sealed envelope with postage fully prepaid.
 - (2) The envelope was addressed and mailed first-class as follows:
 - (a) Name of personal representative served:
 - (b) Address on envelope:

 - (c) Date of mailing:
 - (d) Place of mailing *(city and state)*:
 - b. **Personal delivery.** I personally delivered a copy of the claim to the personal representative as follows:
 - (1) Name of personal representative served:
 - (2) Address where delivered:

 - (3) Date delivered:
 - (4) Time delivered:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
 Date: _____

..... (TYPE OR PRINT NAME OF CLAIMANT) ▶ _____ (SIGNATURE OF CLAIMANT)

EXHIBIT J

EEO CERTIFICATE

SEE REQUIRED FORM 2

EXHIBIT K – IRS FORM 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2004)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

What's New. Workers cannot claim the EIC if their 2004 investment income (such as interest and dividends) is over \$2,650.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate. **Note.** You are encouraged to notify each employee whose wages for 2004 are less than \$35,458 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2005.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2004 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2004 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2004 and owes no tax but is eligible for a credit of \$791, he or she must file a 2004 tax return to get the \$791 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2005 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015
(Rev. 12-2004)

EXHIBIT L – SAFELY SURRENDERED BABY FACT SHEETS

No shame.

No blame.

No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

**1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT M – GAIN/GROW INFORMATION

All of our services are **FREE**.

When you're ready to hire, we're ready to help - Our candidates are prepared and available for interviews on short notice.

We can save you time and money by pre-screening applicants to meet your specific needs.

We conduct [Job Fairs](#) that feature a large number of highly qualified participants on hand for your evaluation. At our Job Fairs, you can conduct interviews and hire on the spot!

Working with L.A. GAIN is a *rewarding* experience.

It is *rewarding* to your company's bottom line when you employ L.A. GAIN candidates. We put you in touch with potential employees who have child care benefits and health care coverage in place when you hire them.

It is *rewarding* to your company's productivity to hire the qualified, enthusiastic individuals you will meet through L.A. GAIN.

It is also *rewarding* to be part of a national effort committed to helping families in our community become self-sufficient.

We continue to work with participants after they go to work for you. L.A. GAIN believes job readiness and career mobility are ongoing efforts. Our GAIN Case Managers keep in touch with the participants you hire, providing support, resources and information to help them realize their full potential.

Tax credits, such as the Work Opportunity Tax Credit (WOTC) and the Welfare-to-Work Tax Credit, offer attractive tax benefits for your participation in the welfare-to-work effort.

To find the GAIN/GROW office nearest to your Establishment you may access the following website: www.ladpss.org/dpss/gainservices/locations.cfm.

PART F

REQUIRED FORMS

REQUIRED FORM 1
CERTIFICATION OF NO CONFLICT OF INTEREST

TTC shall reject any SOQ submitted by, the persons or entities specified below, unless TTC finds that special circumstances exist which justify the acceptance:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Establishment certifies that a conflict of interest as described above does not exist.

Establishment Name

Official Title of Authorized Signer

Official's Signature

REQUIRED FORM 2

Prospective Establishment's EEO Certification

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Prospective Establishment certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

	CERTIFICATION	YES	NO
1. Prospective Establishment has a written policy statement prohibiting discrimination in all phases of employment.		()	()
2. Prospective Establishment periodically conducts a self-analysis or utilization analysis of its work force.		()	()
3. Prospective Establishment has a system for determining if its Employment practices are discriminatory against protected groups.		()	()
4. When problem areas are identified in employment practices, Prospective Establishment has a system for taking reasonable corrective action to include establishment of goal and/or timetables.		()	()

Signature

Date

Name and Title of Signer (please print)

Required Form 3 – Offer to Perform Mortuary Services

OFFER TO PERFORM MORTUARY SERVICES

This Offer to Perform Mortuary Services "Offer" is being submitted by _____ hereafter referred to as "Establishment" to the Los Angeles County Public Administrator hereafter referred to as "PA" for consideration to provide Mortuary Services.

By the signed submission of this Offer, the Establishment agrees to provide Mortuary Services to the PA in accordance with the Statement of Work for Mortuary Services and including all attachments and/or Exhibits to the Statement of Work.

I understand that the PA may remove the Establishment from the Master List for failure or refusal to perform the required services in a manner acceptable to the PA, including, but not limited to the following:

- Failure to maintain and/or provide to the PA in a timely manner all State required licenses and/or certificates;
 - Failure to maintain and/or provide to the PA in a timely manner agreed upon insurances;
 - Failure to maintain and/or provide to the PA in a timely manner any agreed upon reports, documents, filings, or other data the Establishment may be responsible to provide to the PA;
 - Failure to provide any of the services described in the Statement of Work;
 - Refusing a referral from the PA without good cause as determined by the PA;
 - Bankruptcy;
 - Legal proceedings that in the PA's sole opinion may seriously jeopardize or bring into question the integrity of the Establishment and/or its owners, partners, or directors and the services provided;
 - Failure/refusal to return a refund as requested by the PA within 15 working days from request.
 - Any action of suspension and or revocation by the Bureau may be grounds for removal and/or suspension from the List for a period of time as determined by the PA;
-

OFFER TO PERFORM
MORTUARY SERVICES

I, _____ declare under penalty of perjury that I represent
and am authorized to sign this Offer to Perform on behalf of _____,
located at _____ and do hereby agree
to all said terms and conditions set forth in this Statement of Work for Mortuary Services.

Signature of Owner/Funeral Director

Title

Date

Tax ID Number

Executed at Los Angeles County, California, this _____ Day of _____, 200__.

Required Form 5 – Licenses History

State License Information

Funeral License Number: _____

Date Issued: _____

Change of Name Certification Number: _____

Name and Address exactly as it appears on License:

Has the License (or Licensee) ever been censored, disciplined, suspended or revoked by the Bureau or any other Governmental agency?

Yes **No**

If Yes, Please Explain:

(Attach additional sheets as necessary)

Are there currently any disciplinary matters pending before the Bureau or any other Governmental agency?

Yes **No**

If Yes, Please Explain:

Required Form 6

EXHIBIT G – AVAILABLE SERVICES

Location(s):

Location Name	Address (Include Zip Code)	Phone	FAX	Contact

Services Available:

Specialties*:

(Such as provides Jewish mortuary, Catholic mortuary, staff speak English/Spanish)

Restrictions in service delivery*:

(Indicate which services/specialties are not available at each location)

Location	Services	Specialties	Comments

*If none, please also provide a statement.

Required Form 7

Establishment Contact Information

EXHIBIT F – ESTABLISHMENT CONTACT INFORMATION

ESTABLISHMENT: _____

Funeral Director Name:

Mailing Address:

Telephone:

Fax:

E-mail:

Site Address:

Required Form 8

Prospective Establishment's Certification

REQUIRED FORM 8

PROSPECTIVE ESTABLISHMENT'S CERTIFICATION

_____ (hereafter "Prospective Establishment")
(Prospective Establishment's Name)

hereby certifies that the information submitted by Prospective Establishment named above in response to TTC's RFSQ for Mortuary Services is true and correct to the best of Prospective Establishment's information and belief.

(SIGNATURE OF PROSPECTIVE ESTABLISHMENT'S AUTHORIZED OFFICIAL)

(PRINT NAME)

(PRINT TITLE)

(DATE)

Form 9
Employee Listing

Employees for _____

Establishment's Licensed Employees			
Position	Employee Name	Type of License	Expiration Date

Establishment's Non-Licensed Staff		
Position	Number of Staff	Full-Time/Part-Time

Partners/Contractors that provide essential services to the Establishment		
Name of Contractor/Partner	Service Provided	Licensed (Yes/No)

PART G

ATTACHMENT

Listing of Contractors Debarred in Los Angeles County

Vendor Name: A. DATA SOLUTION (AUTOMATED DATA SOLUTION)

Alias:

Principal Owners and/or Affiliates: Renee Setero

Debarment Start Date: 3/4/2003 **Debarment End Date:** 3/3/2006

Vendor Name: ADVANCED BUILDING MAINTENANCE

Alias:

Principal Owners and/or Affiliates: Michael Sullivan Erlinda Sullivan

Debarment Start Date: 6/14/2005 **Debarment End Date:** 6/13/2008

Vendor Name: LA INTERNET CORPORATION

Alias: 2X, Inc. a.k.a. LA Internet, Inc., 2X Access, Internet Business International; (Referred to collectively as "LA Internet")

Principal Owners and/or Affiliates: Ken Reda
Albert Reda
Louis Cherry

Debarment Start Date: 9/9/2003 **Debarment End Date:** 9/8/2006

Vendor Name: MTS Advanced Corp.

Alias:

Principal Owners and/or Affiliates: Emir Khan / Zulaine Hernandez

Debarment Start Date: 2/8/2005 **Debarment End Date:** 2/7/2008
