



**BEACH CITIES HEALTH DISTRICT
REQUEST FOR QUALIFICATIONS (RFQ) ADDENDUM
HEALTHY LIVING CAMPUS RCFE BUILDING DEVELOPMENT**

Issue Date: October 29, 2021

Qualifications Due Date: November 15, 2021

Qualifications Directed To: Beach Cities Health District

Qualifications Contact: Monica.Suaa@bchd.org

Number of Qualifications Copies: 1 electronic copy

By signature hereto, the respondent certifies that all representations and certifications contained in its response are complete and accurate as required.

Name and Address of Respondant:

Name:

Signature:

Title:

Date:

Phone #:

Federal Emp. ID# :

Fax #:

E-mail address:

**BEACH CITIES HEALTH DISTRICT
REQUEST FOR QUALIFICATIONS (RFQ) ADDENDUM
HEALTHY LIVING CAMPUS RCFE BUILDING DEVELOPMENT**

**514 NORTH PROSPECT AVENUE
REDONDO BEACH, CA 90277**

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SECTION 1: GENERAL INFORMATION

1.1 Purpose of Addendum and Relevant Dates

In June-July 2021, the District administered a public Request for Qualifications (RFQ) process to identify organizations qualified to develop, own and operate an Residential Care for the Elderly (RCFE) facility in the City of Redondo Beach and state of California, including without limitation by meeting all applicable licensure and accreditation requirements. The District notified all RFQ respondents if they qualified to participate in the Request for Proposal (RFP) process.

The District is issuing this RFQ Addendum to solicit information from the RFQ respondents regarding the experience, qualifications and safety records of the design/build firm(s) the Respondent intends to engage for the design and construction of the RCFE Building. Responses to this RFQ Addendum are due November 15, 2021. The RFP is expected to be issued on or about November 19, 2021. Responses to the RFP will be due the week of January 10.

1.2 Description of RFQ Addendum

Pursuant to specific legislation which expires January 1, 2023, the Healthy Living Campus can be completed using a Design-Build approach. It is important that the Design-Build Entity and Design Build Team, both of which are defined in Exhibit B attached hereto, be identified and engaged prior to January 1, 2023. As such, the District plans to select both the RCFE Developer/Owner/Operator at the same time as the Design-Build Entity. Additionally, BCHD will require that the selected RCFE Developer/Owner/Operator, Design-Build Entity, Design-Build Team and their respective subcontractors) comply with all applicable prevailing wages requirements.

Under the Design-Build approach, there would be a single contract for architectural and engineering design and construction services for the RCFE Building. The Design-Build Entity must be an entity separate from the Respondent. California Public Contract Code 22164(a)(2) does not permit approval of a design-build-operate contract.

The District is issuing an RFQ Addendum to add an additional criterion to the RFQ that respondent identify up to three Design-Build Entities that Respondent may ultimately select to manage and lead the design and construction of the Scope of Work, which has been updated and is attached hereto as Exhibit A. The project includes design and construction of a 280,000 sf Building on the District's proposed Healthy Living Campus, located at 514 North Prospect Avenue, Redondo Beach, California 90277, comprised of 250,000 sf licensed RCFE Building and 30,000 sf Non-RCFE Building as further described in the Scope of Work (collectively, the "Project"). The expected cost range for the design and construction of the Project is \$215,000,000 to \$235,000,000.

In order for the District to best evaluate responses to this criterion, Respondent should obtain a complete Statement of Qualifications from each Design-Build Entity identified by the Respondent and submit it to the District in response to this Addendum prior to the

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Qualifications Due Date identified above. Respondent must identify at least one and no more than three Design-Build Entities in response to this RFQ Addendum. After the District has received and evaluated the Statements of Qualifications from the Respondent's proposed Design-Build Entities, Respondent will select one of the Design-Build Entities which has been qualified by the District and designate it in its subsequent RFP response as the Design-Build Entity it intends to engage for this Project.

The Respondent shall provide the RFQ and this RFQ Addendum to the Design-Build Entity or Entities that it has selected. By submitting a complete Statement of Qualifications (SOQ), the Design-Build Entity represents that it has carefully read the terms and conditions of the RFQ, all RFQ Addenda and all attachments and agrees to be bound by them. The RFQ and RFQ Addenda are not an offer to enter into a contract, but merely a solicitation of persons interested in submitting a SOQ to the District. It is the Respondent's and Design-Build Entity's responsibility to ensure that the SOQ is delivered in the manner required by this RFQ Addendum by the applicable due date. The District has the right to reject any SOQs not properly or timely delivered.

1.3 Contact Point and Issuing Office

The sole point of contact for questions or additional information is:

Monica Suua
Beach Cities Health District
514 North Prospect Avenue
Redondo Beach, CA 90277
Monica.Suua@bchd.org

All responses to this RFQ Addendum must be delivered to the point of contact shown above. All questions and requests for additional information must be in writing and received through the point of contact shown above (email is preferable).

SECTION 2: STATEMENT OF QUALIFICATIONS FORMAT AND CONTENTS

To be considered, the Design-Build Entity shall submit a complete response to this RFQ Addendum using the format outlined below.

2.1 Qualifications and Experience of Design-Build Entity

The Statement of Qualifications should address the following criteria:

RCFE, specifically Assisted Living and Memory Care, Technical Design and Construction Experience:

The Design-Build Entity shall provide information on the Design-Build Entity's business, experience, certificates of recognition and other pertinent information that demonstrates its qualifications to design and construct an RCFE Building with both Assisted Living and Memory Care components (including planning, design,

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core & shell construction, tenant improvements, and move-in logistics). The Statement of Qualifications shall include evidence that the members of the design-build team have completed, or demonstrated the experience, competency, capability, and capacity to complete projects of similar size, scope, or complexity, and that proposed key personnel have sufficient experience and training to competently manage and complete the design and construction of the Project.

Licensure, Registration and Credentials:

The Design-Build Entity shall represent whether it has all licenses, registration, and credentials required to design and construct the Project and that all architects, engineers and general contractors who are expected to work on the Project possess current California professional licenses for the services which they intend to provide. The Design-Build Entity shall include information on the revocation or suspension of any license, credential or registration of the Design-Build Entity, and shall state whether the general contractor or any member of the Design-Build Team (1) is ineligible to bid or be awarded a public works contract pursuant to either Labor Code Section 1771.1 or Labor Code Section 1777.7 or (2) been convicted of a crime involving the awarding of a contract, of a government construction project, or bidding or performance of a government contract.

California Experience:

The Design-Build Entity should describe its California experience, specifically with respect to licensed RCFE facilities (both assisted living and memory care).

Project Team:

The Design-Build Entity should identify its project team comprised of experienced professional and technical staff to competently and efficiently perform the work with its own personnel, subcontractors, or commitment to hire additional staff. The response shall identify the project team's project leadership (i.e. principal, project manager), reporting responsibilities, and address how subcontractors will fit into the management structure. As a minimum, the principal in charge and project manager shall be designated. Other key personnel may also be designated. Information on education, training, certification, awards, etc. for project team members may be supplied. The principal in charge and project manager must have adequate experience and training to competently manage and complete the design and construction of projects of similar nature and scope to the Project.

Skilled and Trained Workforce:

The Design-Build Entity shall agree that it and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project or contract that falls within an "apprenticeable occupation" in the building and construction trades, as required by PCC 22164(c).

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Financial Resources:

The Design-Build Entity should provide:

- A financial statement evidencing that the Design-Build Entity has the financial resources required to complete the design and construction of the RCFE Building and the related components;
- The rate for Professional Liability Insurance for the Design-Build Entity;
- The bonding rate for Performance Bonds and Payment Bonds (Design-Build Entity will be required to provide a Performance and Payment Bond); and
- The Workers Compensation Experience Modification Rate for the Contractor.

Organizational Profile:

The Design-Build Entity shall describe its legal structure and whether it is a privately held corporation, limited liability company, partnership, joint venture or other legal entity. A copy of its organizational documents or an agreement committing to form the organization shall also be provided.

Safety Profile:

The Design-Build Entity shall provide evidence of an acceptable safety record in compliance with California Public Contract Code 22164(b)(3)(G), including Design-Build Entity's Workers Compensation experience modification rate for the most recent three-year period, its average total recordable injury or illness rate and average lost work rate for the most recent three-year period.

Workers Compensation:

The Design-Build Entity should provide its workers compensation experience history and a description of its worker safety program.

2.2 Required Disclosures

In addition to all other requests listed above in this RFQ Addendum, the Design-Build Entity will provide the following disclosure:

A disclosure of the Design-Build Entity's name and address and, as applicable, the name and address of any company or venture that owns or has majority stake in the Design-Build Entity and the names of key officers, directors, shareholders, partners or members of the Design-Build Entity known at the time of the submission who will perform work on the Project.

A disclosure providing information regarding any major contract that has been terminated for any reason within the last 5 years by Design-Build Entity or subcontractors included in response to this RFQ Addendum.

A disclosure that there are no known conflicts of interests currently or any foreseen in the future by the Design-Build Entity or its subcontractors and affiliates with BCHD or its affiliates, or any of BCHD's employees or Board members. The Design-Build Entity shall also agree to abide by the District's Organizational Conflict of Interest Policy, a copy of which is attached hereto as Exhibit B.

2.3 Insurance Requirements; Payment and Performance Bond Requirements

Please attach copies of all proof of insurance as described below that qualifies Design-Build Entity to provide the service requested.

Design-Build Entity shall provide and maintain insurance coverage of adequate levels for the Project, including without limitation worker's Compensation per California Requirements.

The Design-Build Entity shall provide evidence that it has the capacity to obtain all payment and performance bonding for the Project based on its expected cost.

SECTION 3: CRITERIA FOR EVALUATION OF STATEMENT OF QUALIFICATIONS

3.1 Evaluation Criteria & Award Notice

BCHD staff will review the responses. Responses will be received and evaluated on the understanding that the Respondant accepts full responsibility for, and will be contractually bound by, all statements made within the response. This responsibility extends to verbal sales commitments, vendor literature and claims of the capacity and ability of the proposed Design-Build Entity and its representatives to meet the specified scope of service requirements contained in this RFQ Addendum and related RFQ.

The evaluation of responses will include, but may not be limited to, the items listed in this RFQ Addendum. Additional significant consideration will be given to the quality and comprehensiveness of each Respondant's response to the RFQ, RFQ Addendum and RFP. Any contract will be awarded on a "best value" basis taking into account price, features, functions, life-cycle costs, experience, past performance, project approach and meeting the objectives of the District. It will also be conditioned on the District's acceptance of the proposal submitted by the Respondent that selected the Design-Build Entity and on the Respondent agreeing to enter into (or take assignment from the District of) the contract with the Design-Build Entity and assuming all financial and legal responsibility thereunder.

BCHD reserves the right to accept responses in whole or in part, and to negotiate with any Respondent and Design-Build Entity in any manner necessary to serve the best interests of BCHD. The response submitted by any successful Design-Build Entity, and accepted by BCHD whether in whole or in part, will become part of the contract(s) awarded as a result of the subsequent RFP and the Design-Build Entity will be expected

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to sign a contract with BCHD (or the Respondent) consistent with the RFP, RFQ and RFQ Addendum, and such contract may include additional terms and conditions.

BCHD reserves the right to withdraw or cancel this RFQ Addendum at its own discretion. BCHD also reserves the right to reject any and all responses resulting from this solicitation. BCHD reserves the right to obtain any information from any lawful source regarding past business history and practices and the ability of Design-Build Entity to supply RCFE Building Design and Construction Services that BCHD has a right to expect from a Design-Build Entity with a good reputation. Such information may be taken into consideration in evaluating the responses.

All notices and communications regarding this RFQ Addendum will solely be conducted through the Respondant's point of contact listed in the response and the BCHD contact identified in this document. Awards will follow the timeline outlined in Section 1.1, subject to revision by BCHD in its sole discretion.

The information required under the RFQ and RFQ Addendum shall be certified under penalty of perjury by the Design-Build Entity and its general partners or joint venture members.

SECTION 4: REQUEST FOR PROPOSAL AND FINAL SELECTION

4.1 Request for Proposals and Timetable

Following submission and evaluation of the Statements of Qualifications, the District will prequalify some or all of the Build-Design Entities. Those that will be prequalified will be provided with a Request for Proposal and will be invited to submit a competitive sealed proposal, but only if the RCFE Developer/Owner/Operator that had selected the Design-Build Entity has also been prequalified. The RFP will further explain the evaluation criteria, any potential site visits, or confidential individual meetings with the District. The District reserves the right to request proposal revisions and hold discussions and negotiations with responsive proposers.

Competitive proposals shall be evaluated by using only the criteria and selection procedures specifically identified in the Request for Proposal. The following minimum factors, however, shall be weighted as deemed appropriate by the District:

- (a) Price, unless a stipulated sum is specified.
- (b) Technical design and construction expertise.
- (c) Life-cycle costs over 15 or more years.

When the evaluation is complete, the responsive proposers shall be ranked based on a determination of value provided, provided the District may elect not to rank more than three proposers.

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The award of contract will be based on “best value.” Upon issuance of a contract award, the District will publicly announce its award, identifying both the RCFE Developer/Owner/Operator and the Design-Build Entity to which the award is made, along with a statement regarding the basis of the award.

The anticipated timetable for the RFP process is as follows:

Issue Date: On or about November 19, 2021

RFP Responses Due Date: Week of January 10th, 2022

BCHD Review of RFP Responses and selection of finalists of RFP Process: Weeks of January 17th and January 24th, 2022

February 2022: Negotiations with finalists of RFP Process and identification of recommended RCFE Developer/Owner/Operator and Design-Build Entity

March 23rd, 2022 Board Meeting: District Board consideration of recommended RCFE Developer/Owner/Operator and Design-Build Entity

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Exhibit A

Scope of Work

The Healthy Living Campus will be constructed in two phases. All figures below are preliminary and subject to change and reflect the project as described in the District Board certified EIR.

New development under Phase 1 is planned to include a 283,070-square-foot (sf), 103' maximum height Residential Care for the Elderly-licensed (RCFE) Building with:

- RCFE Space (253,700 sf):
 - 157 new Assisted Living units (203,700 sf); and,
 - 60 Memory Care semi-private units / 120 beds (50,000 sf; replacing the existing Silverado Beach Cities Memory Care Community located within Beach Cities Health Center)
 - A number of units will be below market rate but not subject to affordable and / or inclusionary housing requirements and median household income criteria
- Non-RCFE Space (29,370 sf):
 - 14,000 sf of space for the Program of All-Inclusive Care for the Elderly (PACE) Center;
 - 6,270 sf of space for Community Services; and,
 - 9,100 sf Youth Wellness Center.

Also as part of Phase 1, following construction of the RCFE Building, the existing 158,000-sf Beach Cities Health Center will be demolished providing space for ~114,830 sf of landscaped open space as well as an approximately 40,725-sf surface parking lot with 86 new parking spaces (including accessible parking spaces and electric vehicle charging stations).

The Design-Build Entity, under contract with the RCFE Development/Owner/Operator, will be responsible for design and construction of the RCFE Building, demolition of the existing Beach Cities Health Center and construction of new 86-space surface parking and community open space . The RCFE Developer/Owner/Operator will own, license and operate the RCFE Building. The PACE Center will be owned by the RCFE Developer/Owner/Operator and leased or sold as a condominium at fair market value to the District or its affiliate. Similarly, the Community Services and Youth Wellness Center will be leased or sold as a condominium at fair market value to the District or its affiliate. The surface parking lot and community open space will be owned by the District.

Exhibit B

Organizational Conflict-of-Interest Policy

BEACH CITIES HEALTH DISTRICT

ORGANIZATIONAL CONFLICT-OF-INTEREST POLICY FOR DESIGN-BUILD PROJECTS

1. PURPOSE. Public Contract Code section 22162(c) requires local agencies to establish an organizational conflict-of-interest policy that applies to design-build projects procured pursuant to Public Contract Code section 22160 *et seq.* Organizational conflicts of interest can occur in the design-build procurement process when a person or entity that performs services for BCHD relating to the solicitation of a design-build project seeks to submit a proposal to BCHD as a design-build entity or join a design-build team, thereby making that person or entity unable or potentially unable to render impartial assistance or advice to BCHD, impairing the objectivity of that person or entity in performing the contract work, or giving that person or entity an unfair competitive advantage.

2. POLICY.

2.1 Defined Terms.

2.1.1 “BCHD” means the Beach Cities Health District, a California health care district.

2.1.2 “Design-Build” means a project delivery process in which both the design and construction of a project are procured from a single entity.

2.1.3 “Design-Build Entity” means a corporation, limited liability company, partnership, joint venture, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a Design-Build contract.

2.1.4 “Design-Build Team” means a Design-Build Entity and the individuals and other entities identified by the Design-Build Entity as members of its team. Members of a Design-Build Team include the general contractor and, if utilized in the design of the project, all electrical, mechanical, and plumbing contractors.

2.1.5 “Organizational conflicts of interest” are circumstances arising out of existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (*e.g.*, parent entities and their subsidiaries and affiliates) that result in: (i) the impairment or potential impairment of a Proposer’s ability to render impartial assistance or advice to BCHD or of its objectivity in performing work for BCHD; (ii) an unfair competitive advantage for any bidder or Proposer with respect to procurement of a Design-Build contract; or (iii) a perception or appearance of impropriety with respect to any of BCHD’s Design-Build contracts or a perception or appearance of unfair competitive advantage with respect to any of BCHD’s Design-Build contracts.

2.1.6 “Proposer” means any consultant, contractor or other person that seeks to submit a proposal to BCHD as a Design-Build Entity or to join a Design-Build Team.

2.2 Organizational Conflicts of Interest.

2.2.1 A Proposer may not have any organizational conflicts of interest.

2.2.2 Without limiting the generality of the foregoing, an organizational conflict of interest exists in the following instances:

(a) A Proposer is BCHD’s general engineering or architectural consultant to a Design-Build project, except that a subconsultant to the general engineering or architectural consultant that has not yet performed work on the contract to provide services for the Design-Build project may participate as a Proposer or join a Design-Build Team if it terminates the agreement to provide work and provides no work for BCHD’s general engineering or architectural consultant on the Design-Build project.

(b) A Proposer has assisted or is assisting BCHD in the management of the Design-Build project, including the preparation of the requests for qualification, requests for proposal, evaluation criteria, or any other aspect of the Design-Build procurement.

(c) A Proposer has conducted preliminary design services for the Design-Build project on behalf of BCHD, such as conceptual layouts, preliminary design, or preparation of bridging documents.

(d) A Proposer performed design work related to the Design-Build project for BCHD in the Design-Build project.

(e) A Proposer performed design work on a previous contract that specifically excludes it from participating as a Proposer or joining a Design-Build Team for a Design-Build project.

(f) Any circumstances that would violate California Government Code Section 1090, *et seq.*

2.3 Obligations of Proposers.

2.3.1 Proposers shall make a full written disclosure to BCHD of the facts and circumstances regarding an organizational conflict of interest or a potential organizational conflict of interest, and shall have a continuing obligation to do so until they are no longer Proposers.

2.3.2 Proposers shall disclose all relevant facts relating to past, present or planned interests of the Proposer’s Design-Build Team (including the Proposer, Proposer’s proposed consultants and subconsultants and subcontractors and their respective directors and key personnel) that may result in, or could be viewed as, an organizational conflict of interest in connection with any Design-Build project procurement, including present or planned contractual or employment relationships with any current BCHD employee.

2.3.3 Proposers shall disclose in the response documents to a Design-Build request for qualification and request for proposal all the work performed in relation to the particular proposed Design-Build project.

2.3.4 If a Proposer determines that an organizational conflict of interest or potential organizational conflict of interest exists, it must disclose the conflict or potential conflict of interest to BCHD. Such disclosure does not necessarily disqualify a Proposer from being awarded a contract. The Proposer shall propose measures to avoid, neutralize, or mitigate all conflicts or potential conflicts. BCHD, in its sole discretion, shall determine whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Proposer may continue with the procurement process.

2.3.5 For other organizational conflicts of interest or potential organizational conflicts of interests not mentioned specifically above, such as conflicts involving employees changing companies, mergers and acquisitions of firms, property ownership, business arrangements, and financial interests, a Proposer shall disclose and address any organizational conflicts of interest or potential organizational conflicts of interest when participating in or joining a Design-Build Team. BCHD will determine if a conflict of interest exists applying the criteria set forth in the definition of organizational conflict of interest.

2.4 Obligations After Contract Award. The successful Proposer to whom a contract is awarded (“**Contractor**”) has an ongoing obligation to monitor and disclose its organizational conflicts of interest or potential organizational conflicts of interest. BCHD has the right to ongoing enforcement of this policy. If an organizational conflict of interest is discovered after contract award, the Contractor must make an immediate and full written disclosure to BCHD that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate the conflict. BCHD has the right to cancel or amend a resulting Design-Build project contract if the successful Proposer failed to disclose a conflict or potential conflict that it knew or should have known about, or if the Proposer provided information in its disclosure that is false or misleading. If a new organizational conflict of interest arises after contract award, and Contractor’s proposed measures to avoid or mitigate the conflict are determined by BCHD to be inadequate to protect BCHD, BCHD may terminate the contract. If the contract is terminated, BCHD assumes no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by Contractor and is entitled to pursue any available legal remedies available to BCHD.

2.5 Incorporation by Reference. This policy shall be incorporated by reference into and included as part of all BCHD Design-Build project requests for qualification and requests for proposal, and all BCHD Design-Build contracts.

ADOPTED AND APPROVED BY THE BOARD OF DIRECTORS OF THE BEACH CITIES HEALTH DISTRICT ON OCTOBER 27, 2021.

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST FORM

The undersigned Proposer hereby acknowledges and agrees that it has received, read and understood the Beach Cities Health District Organizational Conflict of Interest Policy for Design-Build Projects (the “**Policy**”). Following an internal review for organizational conflicts of interest and potential organizational conflicts of interest as contemplated by the Policy, the Proposer hereby certifies that, to the best of its knowledge and belief:

_____ No organizational conflict of interest or potential organizational conflicts of interest exists.

_____ An organizational conflict of interest or a potential organizational conflicts of interest exists as follows (please attach additional sheets as necessary):

Describe nature of the conflict(s) or potential conflict(s):

Describe measures proposed to mitigate the conflict(s) or potential conflict(s):

Proposer Name: _____

Name and Title of Proposer’s Authorized Representative:

Signature: _____ Date: _____

If a conflict or potential conflict has been identified, please provide the name and contact information for a person authorized to discuss this disclosure form with BCHD and its representatives.

Name: _____

Email: _____

Telephone: _____