



Los Angeles County  
DEPARTMENT OF MENTAL HEALTH

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

August 14, 2018

31 August 14, 2018

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

CELIA ZAVALA  
ACTING EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO ENTER INTO CONTRACTS FOR INNOVATION 2 – DEVELOPING TRAUMA  
RESILIENT COMMUNITIES: COMMUNITY CAPACITY BUILDING  
AND  
A CONSULTANT SERVICES CONTRACT WITH UNIVERSITY OF CALIFORNIA, SAN DIEGO  
FOR FISCAL YEAR 2018-19 THROUGH 2021-22  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to enter into two types of contracts: 1) Innovation 2 – Developing Trauma Resilient Communities: Community Capacity Building Contracts with eight contractors for the provision of Mental Health Services Act Innovation 2 services; and 2) a Consultant Services Contract with the University of California, San Diego for the evaluation of the Innovation 2 Program services.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute Innovation 2 – Developing Trauma Resilient Communities: Community Capacity Building Contracts, substantially similar to Attachment I, with eight contractors, as listed in Attachment II, for the provision of Innovation 2 (INN 2) services. The term of these contracts will be effective upon Board approval through June 30, 2022. The Total Contract Amount (TCA) for each contract is \$8 million for four (4) fiscal years total, and the eight contracts combined will not to exceed \$64 million. These contracts are fully funded by State Mental Health Services Act (MHSA) revenue.

2. Approve and authorize the Director, or his designee, to prepare, sign, and execute a Consultant

Services Contract with the University of California, San Diego (UCSD), substantially similar to Attachment III, for the evaluation of the Innovation 2 Program services. The term of this contract will be effective upon Board approval through June 30, 2022. The TCA for UCSD will be one million dollars for each fiscal year, not to exceed \$4 million for all four (4) fiscal years total. This contract is fully funded by State MHSA revenue.

3. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the contracts in Recommendations 1 and 2 as necessary, provided such amendments (1) are administrative or non-material changes; modify or replace an existing Statement of Work; and/or, reflect federal, State, and County regulatory and/or policy changes; and (2) are subject to the prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Officer.

4. Delegate authority to the Director, or his designee, to terminate the contracts in Recommendations 1 and 2 in accordance with the respective contract's termination provisions, including Termination for Convenience. The Director will notify your Board and CEO, in writing, of such terminations.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Recommendation 1 will allow the Department of Mental Health (DMH) to execute eight new Innovation 2 – Developing Trauma Resilient Communities: Community Capacity Building Contracts for the provision of INN 2 services.

Recommendation 2 will allow DMH to execute a Consultant Services Contract with UCSD for the evaluation of the INN 2 Program services.

Recommendations 3 and 4, will allow DMH to amend and terminate, respectively, the contracts in Recommendations 1 and 2.

#### **INN 2 Program Services:**

The purpose of the INN 2 Program is to promote interagency or community collaboration to build each community's capacity to prevent trauma or reduce the impact of trauma on residents of that community. Using an asset-based community capacity building approach, two (2) contracted agencies per supervisorial district will build collective knowledge in their communities so that each community is able to understand, identify and address trauma and its correlates. In order to implement this approach, each contractor will use certain identified strategies, which are organized by age of intended service recipient, to identify community members either at risk of, or currently experiencing emotional trauma, with the goal of reducing the risk or the harmful effects of trauma within specific members of communities.

Collectively, the strategies associated with these services will serve as the method for achieving this by addressing trauma across the lifespan and seeking to increase access to underserved groups and increase the quality of mental health services, including better outcomes.

#### **INN 2 Program has five (5) key components:**

1. It assumes there is a reciprocal inter-connectedness between the community's health and wellbeing and that of individual community members, so it promotes the community's wellness as a way to improve the health and well-being of individual members.

2. It draws upon research on the social determinants of health, which finds that health status is heavily mediated by socioeconomic status so that communities with greater levels of poverty tend to have members who are more disconnected from community supports and services, with fewer health resources and poorer health.
3. It deploys a set of upstream strategies to address the social determinants or root causes of mental illness, namely the trauma experienced by different age groups within a specific community.
4. It actively develops partnerships to engage communities and service systems, building upon the learning of Innovation 1-- Integrated Care outcomes.
5. It builds the community's capacity to take collective ownership and coordinated action to prevent or reduce the incidence of trauma-related mental illness by involving communities in promoting the health and well-being of their members.

Like peer services, building community capacity to address trauma risk factors is not meant to take the place of the Specialty Mental Health Services. Instead, DMH believes that building the capacity within communities for this purpose will serve an integral and unique role in reducing the impact of trauma.

#### Evaluation Services:

In addition, UCSD will provide an evaluation that will measure the impact of strategies utilized by the contractors in the process of building geographically-defined community partnerships, identifying such community partnerships that are successful and self-sustaining. UCSD will be responsible for developing the methodology for the evaluation, conducting the evaluation, and reporting at regular intervals to DMH on the outcomes of INN 2. The evaluation will include the impact each contractor's ability to prevent and address trauma through: (1) partnership development and coalition building services; (2) community empowerment and leadership development services; (3) outreach, engagement, training and technical assistance to communities services; (4) its demonstration of knowledge, experience and understanding of trauma and its impact; (5) its coordination of work with other local neighborhood health and mental health initiatives and involvement in mental health Service Area Advisory Committees (SAACs); and (6) the efficacy of strategies implemented in geographically-defined areas included in the INN 2 Program. UCSD's evaluation will support INN 2 Program's primary goal of improving the future of community-based mental health service delivery through prevention-oriented community capacity building, that will provide community members who are experiencing, or at risk of experiencing, emotional trauma access to mental health services. The results and lessons learned from the INN 2 Program will be important aspects to consider in transforming the mental health system and in moving toward early prevention and intervention strategies.

UCSD will also be responsible for providing and maintaining a secure database and web-based application that will capture data necessary for such evaluation. Its Innovation Health Outcomes Management System (iHOMS) will manage and track program outcomes by strategy for each community partnership assembled by contractors. Through its data collection infrastructure, iHOMS will allow contractors and partner organization staff to enter systems-level and individual-level outcomes data at multiple sites and generate automated reports on such data, providing DMH with regular outcome reports.

#### **Implementation of Strategic Plan Goals**

The recommended Board actions are consistent with the County's Strategic Plan Goal I - Make Investments that Transform lives, specifically strategy I.1 - Increase Our Focus on Prevention Initiatives and Strategy I.2 - Enhance Our Delivery of Comprehensive Interventions. Goal II - Foster

Vibrant and Resilient Communities, specifically strategy II.2 – Support the Wellness of our Communities.

### **FISCAL IMPACT/FINANCING**

The TCA for the eight contracts is \$64 million for FY 2018-19 through FY 2021-22. The estimated amount for the eight contracts for FY 2018-19 will be \$13.4 million, fully funded by State MHSA revenue. Sufficient appropriation for these agreements is available in DMH's FY 2018-19 Adopted Budget.

The TCA for the Consultant Services Contract with UCSD for FY 2018-19 will be \$1,000,000, fully funded by State MHSA revenue. Sufficient appropriation for this agreement is available in DMH's FY 2018-19 Adopted Budget.

Funding for future years will be requested through DMH's annual budget request process.

There is no net County cost impact associated with the recommended actions.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On May 28, 2015, the State of California, (State) Mental Health Services Oversight and Accountability Commission (MHSOAC) approved DMH's MHSA INN 2 Plan, which was developed in accordance with stakeholder recommendations. Recommendations from the System Leadership Team (SLT), SLT Ad Hoc and Standing Committees, and SAACs were incorporated into the MHSA INN 2 Plan. The programs in DMH's INN 2 Plan align with the transformational concepts adopted by MHSA and State MHSOAC including: community collaboration; cultural competence; individual and family-driven programs and interventions; wellness focus; integrated service experience for individuals and families; and outcomes-based program design. The scope of the MHSA INN 2 Plan also entails an evaluation of the INN 2 Services to ensure DMH applies successful innovative approaches to its mental health service delivery system.

The attached Contract formats (Attachment I and III) have been approved as to form by County Counsel. The terms of the contract with UCSD substantially deviate from the County's standard terms in so far as it contains a mutual indemnification provision and a mutual termination for convenience provision. DMH will continue to administer and monitor adherence to the contract terms and conditions to ensure that services are provided in accordance with the Contract's provisions, DMH policies, and projected performance outcomes.

Attachment II lists the eight contractors recommended for INN 2 program award.

### **CONTRACTING PROCESS**

On July 26, 2017, DMH released a Request for Services (RFS) Bid No.DMH072517B1 for MHSA funded Innovation (INN) 2 to identify qualified contractors to provide INN 2 services throughout Los Angeles County.

DMH announced the release of the RFS by mailing letters along with a compact disc to agencies on DMH's MHSA Master Agreement list that had previously submitted a Statement of Qualification (SOQ) for Innovation. DMH required potential proposers to attend a Mandatory Proposers'

Conference after which, twenty-six proposals were received from twenty-three agencies by the October 5, 2017, deadline.

The Evaluation Committee for the RFS was comprised of five teams, with each team consisting of three evaluators and a facilitator.

The Evaluation Committee used the RFS specific standardized evaluation tool and the Informed Averaging methodology to evaluate the proposals and arrive at the final scores. After notification of the RFS results, all non-awarded proposers were given the opportunity to pursue a debriefing. Ten non-awarded proposers submitted a written request for a debriefing. Of these ten proposers, only one agency from SD 4 submitted a written request for a Proposed Contractor Selection Review. As this protest is still pending, DMH will return to your Board upon completion of the appeals process to award two contractors in SD 4.

On February 14, 2018, DMH released the Evaluation of INN 2, Developing Trauma Resilient Communities: Community Capacity Building RFS, Bid No.DMH021418B1, to identify a qualified contractor to perform evaluation services. DMH solicited agencies on its MHSA Master Agreement list that had previously submitted an SOQ for the INN 2 Evaluation Component. DMH required potential proposers to attend a Mandatory Proposers' Conference, after which only one agency submitted its proposal to DMH by the March 27, 2018 deadline.

The Evaluation Committee for the RFS was comprised of four evaluators and one facilitator. The Evaluation Committee used the RFS specific standardized evaluation tool and the Informed Averaging Methodology to evaluate the single proposal from UCSD and arrive at the final score. The Evaluation Committee's final evaluation ratings were reviewed and DMH approved the recommendation to your Board of an award to UCSD.

As explained in its proposal, UCSD plans to subcontract a portion of its responsibilities under its Consultant Services contract, to Harder+Company Community Research, Inc. (HCCR). HCCR will take responsibility for planning and facilitating quarterly learning sessions with all contractors and their partner organizations.

### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Board approval of INN 2 services will ultimately improve coordination of care within the mental health system. Building geographically-defined community partnerships will provide community members better access to mental health services. Additionally, conducting an evaluation to measure the impact of such partnerships will provide DMH with valuable information regarding the effectiveness of each contractor's approach, and will ultimately help guide ongoing community capacity building efforts.

The Honorable Board of Supervisors

8/14/2018

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Respectfully submitted,

A handwritten signature in black ink, appearing to read 'JES', is centered on the page.

JONATHAN E. SHERIN, M.D., Ph.D.

Director

JES:GP:DIG:SK:rlr

Enclosures

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel  
Chairperson, Mental Health Commission



**MHSA INNOVATION 2  
TRAUMA RESILIENT COMMUNITIES: COMMUNITY CAPACITY BUILDING  
CONTRACT**

**BY AND BETWEEN  
COUNTY OF LOS ANGELES  
AND  
(CONTRACTOR)**

**Business Address:**

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Contract Number: \_\_\_\_\_  
Vendor Number: \_\_\_\_\_

Supervisory District(s): \_\_\_\_\_  
Service Area(s): \_\_\_\_\_

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**MHSA INNOVATION 2 TRAUMA RESILIENT COMMUNITIES:  
COMMUNITY CAPACITY BUILDING SERVICES CONTRACT**

This Contract (“Contract”) made and entered into this 14<sup>th</sup> day of August, 2018 by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_, hereinafter referred to as “Contractor”, located at \_\_\_\_\_.

**RECITALS**

WHEREAS, County desires to provide Innovation 2 services, focused on the development of community partnerships that build the capacity of distinct communities to identify members at risk of experiencing trauma or currently experiencing trauma to reduce the likelihood of the development of mental illness.

WHEREAS, using an asset-based community capacity building approach, one or more of seven (7) strategies will be implemented; and

WHEREAS, This project seeks to introduce a new application to the Los Angeles County public mental health system of an approach that has been successful in a non-mental health context by testing out strategies to involve communities in engaging in approaches that will reduce the risk or the harmful effects of trauma within specific members of communities by utilizing the assets of particular communities.

WHEREAS, the primary purpose of this Innovation project is to promote interagency or community collaboration related to mental health services, with the target population or intended beneficiaries being those at risk of or experiencing symptoms of mental illness. Collectively, the strategies associated with this project will serve as the method for achieving this by addressing trauma across the lifespan and seeking to increase access to underserved groups and increase the quality of mental health services, including better outcomes; and

WHEREAS, In order to impact trauma and the rates of mental illness, Innovations 2, seeks to test out strategies to empower local communities to work together in ways that will ultimately lead to better mental health and reductions in trauma for those experiencing or at risk of trauma, through the building of shared community values, leadership development and community member empowerment.

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this Agreement; and

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WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by agreement; and

WHEREAS, these services shall be provided by Contractor in accordance with all applicable federal, State and local laws, required licenses, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, WIC Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5751.2, and 5900 et seq.; Medi-Cal Act, WIC Section 14000 et seq., including, but not limited to, Section 14705.5, 14705.7, 14706, 14710, and 14132.44; WIC Section 15600 et seq., including Section 15630; WIC Section 17601 et seq.; California Work Opportunities and Responsibilities to Kids Act, WIC Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; Part B of Title XIX of the Public Health Service Act, 42 United States Code Section 300x et seq.; Title XXI of the Social Security Act; California Penal Code Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code of Regulations (CCR); 45 Code of Federal Regulations Parts 160 and 164 and WIC Section 5328 et seq.; California Department of Health Care Services (DHCS) Mental Health Plan Agreement; Los Angeles County Department of Mental Health (DMH) Organizational Provider's Manual for Specialty Mental Health Services under the Rehabilitation Option and Targeted Case Management Services; Federal Office of Management and Budget (OMB) Uniform Guidance, Subpart E: Cost Principles and Subpart F: Single Audit Requirement; County of Los Angeles Auditor-Controller Contract Accounting and Administration Handbook; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by DHCS; and

WHEREAS, this Agreement is authorized by WIC Section 5600 et seq., California Government Code Sections 23004, 26227 and 53703, and otherwise.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1 APPLICABLE DOCUMENTS**

- 1.1 Exhibits A, B, C, D, E, F, G, H, I, K, N, O, P, Q, R, S, T U, and V are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving

precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

**Exhibits:**

- 1.1 Exhibit A - Statement of Work (SOW)
  - 1.1.1 Attachment 1 Fee Schedule
- 1.2 Exhibit B - Service Exhibits
  - 1.2.1 Trauma Resilient Communities: Community Capacity Building Lead Agency Service Exhibit
  - 1.2.2 Strategy 1 Building Trauma-Resilient Families Service Exhibit
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  - 1.2.8 Strategy 7 Culturally Competent Non-Traditional Self-Help Activities for Families with Multiple Generations Experiencing Trauma
- 1.3 EXHIBIT C - MHSA Clients Supportive Services (CSS) SOW (plus Attachments A, B, C, E, H and I)

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.



## 2 DEFINITIONS

### 2.1 Standard Definitions:

2.1.1 The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.

2.1.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work including the Statement of Work, Exhibit A and Exhibits B, Service Exhibits.

2.1.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.

2.1.1.4 **COS:** Community Outreach services.

2.1.1.5 **CSS:** Client Supportive services.

2.1.1.6 **County MHSA Innovation Project Manager:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.

2.1.1.7 **County MHSA Innovation Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.

- 2.1.1.8 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.9 **DMH:** Los Angeles County Department of Mental Health.
- 2.1.1.10 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.1.11 **Lead Agency Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.1.12 **MHSA:** Mental Health Services Act
- 2.1.1.13 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.14 **Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.15 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.

### 3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

## 4 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence on August 14, 2018 and shall continue in full force and effect through June 30, 2022 unless either party desires to terminate this Contract in accordance with provision 8.42 (Termination for Convenience).

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

- 4.2 The Contractor shall notify Los Angeles County Department of Mental Health (DMH) when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to DMH at the address herein provided in Exhibit E - County's Administration.

## 5 CONTRACT SUM

### 5.1 Total Contract Amount

- 5.1.1 In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A (SOW) and Exhibit B (Service Exhibits), Contractor shall be paid in accordance with the guidelines established in Exhibit C (CSS SOW). Total compensation for all services furnished hereunder shall not exceed the total contract amount (TCA) of EIGHT MILLION DOLLARS (\$8,000,000) for the contract term commencing on August 14, 2018 through June 30, 2022.

### 5.2 Written Approval for Reimbursement

- 5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall

not occur except with the County's express prior written approval.

**5.3 Notification of 75% of Total Contract Sum**

5.3.1 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor shall send written notification to Los Angeles County Department of Mental Health at the address herein provided in Exhibit E, County's Administration.

**5.4 No Payment for Services Provided Following Expiration-Termination of Contract**

5.4.1 The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and Exhibit B - Service Exhibits and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in Exhibit C - MHSA Clients Supportive Services (CSS) SOW, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

- 5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit C - MHSA Clients Supportive Services (CSS) SOW.
- 5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) and Exhibit B – Service Exhibits describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.
- 5.5.4 Each monthly billing shall be submitted within sixty (60) days of the last date services were provided during the particular month. The monthly billing and subsequent payment shall be made in accordance with County policies and procedures. If billings are not submitted as required by County, then payment shall be withheld until County is in receipt of correct and complete billings.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

County of Los Angeles – Department of Mental Health  
550 S. Vermont Ave, 8th Floor  
Los Angeles, CA 90020  
Attention: Provider Reimbursement Section

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's MHSA Innovation Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.6 **Intentionally omitted**

5.7 **Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

- 6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify the Contractor in writing of any change in the names or addresses shown.

### **6.2 County's MHSa Innovation Project Manager**

- 6.2.1 The role of the County's MHSa Innovation Project Director may include:
- 6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and
  - 6.2.1.2 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to

County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

6.2.1.3 Meeting with the Contractor's Project Manager on a regular basis; and

6.2.1.4 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

The County's MHSAs Innovation Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

### **6.3 Intentionally omitted**

### **6.4 County's MHSAs Innovation Project Monitor**

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's MHSAs Innovation Project Manager.

## **7 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown.

### **7.2 Lead Agency Project Manager**

7.2.1 The Contractor's Lead Agency Project Manager is designated in Exhibit F (Contractor's Administration). The Contractor shall notify the County in writing of any change

in the name or address of the Contractor's Lead Agency Project Manager.

- 7.2.2 The Contractor's Lead Agency Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Lead Agency Project Manager and County's Contract Project Monitor on a regular basis.

### **7.3 Approval of Contractor's Staff**

- 7.3.1 County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

### **7.4 Contractor's Staff Identification**

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

- 7.4.1 Contractor is responsible to ensure that employees have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked by a County representative to leave a County facility if they do not have the proper County ID badge on their person and Contractor personnel must immediately comply with such request.
- 7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has terminated employment with the Contractor.
- 7.4.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's County ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.



## **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of the Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies

concerning information technology security and the protection of confidential records and information.

- 7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall inform all of its officers, employees, agents and Sub-Contractors providing services hereunder of the confidentiality provisions of this Agreement.
- 7.6.5 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.
- 7.6.6 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

7.6.7 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by Director of Mental Health or his designee.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by Director of Mental Health or his designee.

8.1.3 The Director of Mental Health or his designee, may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by Director of Mental Health or his designee.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

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

### **8.3 Authorization Warranty**

- 8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and

that all requirements of the contractor have been fulfilled to provide such actual authority.

#### **8.4 Budget Reductions**

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

#### **8.5 Complaints**

8.5.1 The contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

##### **8.5.2 Complaint Procedures**

8.5.2.1 Within 15 business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

8.5.2.2 The County will review the contractor's policy and provide the contractor with approval of said plan or with requested changes.

8.5.2.3 If the County requests changes in the contractor's policy, the contractor shall make such changes and resubmit the plan within 10 business days for County approval.

8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit

proposed changes to the County for approval before implementation.

- 8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 30 business days of receiving the complaint.
- 8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.2.7 Copies of all written responses shall be sent to the County's Project Manager within 10 business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel,

including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

8.7.1 The contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may

provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury



Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

## **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

- 8.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract to perform

the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 Consideration of Hiring GAIN-GROW Participants**

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition

to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

### **8.12.3 Non-responsible contractor**

The County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to

object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This

hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

### **8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

8.13.1 The contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

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

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

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

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

The County or its agent(s) will monitor the contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing the contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The report to the Board will include improvement/corrective action measures taken by the County and the contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

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

8.16.2 If the contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the contractor by cash payment upon demand.

## **8.17 Employment Eligibility Verification**

- 8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

## **8.18 Facsimile Representations**

The County and the contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

## **8.19 Fair Labor Standards**

- 8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages,

penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of



California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

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

8.22.4 The contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

8.23.1 The contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) from and against any and all liability, including but not limited to demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except

for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.2 Evidence of Coverage and Notice to County**

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or sub-contractor insurance policies at any time.

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in

this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles Department of Mental  
Health  
Contracts Development and Administration  
Division  
550 S. Vermont Ave. 5<sup>th</sup> Floor, Room 500  
Los Angeles, CA 90020  
Attention: Chief of Contracts

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

### **8.24.3 Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the contractor's acts or omissions, whether such liability is attributable to the contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

### **8.24.4 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the

County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

**8.24.6 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

**8.24.7 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

**8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, the contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

**8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### **8.24.12 Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.13 Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

**8.24.15 County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

**8.25 Insurance Coverage**

**8.25.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

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

**8.25.2 Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or

workmen's compensation law or any federal occupational disease law.

#### **8.25.4 Unique Insurance Coverage**

##### **8.25.4.1 Sexual Misconduct Liability**

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

##### **8.25.4.2 Professional Liability-Errors and Omissions**

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

##### **8.25.4.3 Property Coverage**

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

##### **8.25.4.4 Intentionally omitted**



**8.25.4.5 Intentionally omitted**

**8.25.4.6 Privacy/Network Security (Cyber) Liability**

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

**8.26 Intentionally omitted**

**8.27 Most Favored Public Entity**

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

**8.28 Nondiscrimination and Affirmative Action**

8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental

disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 Non Exclusivity**

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

**8.30 Notice of Delays**

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

**8.31 Notice of Disputes**

8.31.1 The contractor shall bring to the attention of the County's MHSA Innovation Project Monitor and/or County's MHSA Innovation Project Manager any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's MHSA Innovation Project Monitor or County's MHSA Innovation Project Manager is not able to resolve the dispute, the Director, or designee shall resolve it.

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

8.32.1 The contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

### **8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

8.33.1 The contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

### **8.34 Notices**

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director of Mental Health or his designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

8.35.1 Notwithstanding the above, the contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the

solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:

- 8.37.1.1 The contractor shall develop all publicity material in a professional manner; and

- 8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

- 8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it

has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of ten (10) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of

this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within ten (10) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

#### **8.39 Recycled Bond Paper**

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

#### **8.40 Subcontracting**

8.40.1 Partnerships, often in the form of a subcontract, operational agreement, or Memorandum of Understanding, are a requirement of this INN 2 project.

8.40.2 If the contractor desires to subcontract, the contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

- 8.40.2.3 Other pertinent information and/or certifications requested by the County and defined in the SOW and/or Service Exhibits.
- 8.40.3 The contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the contractor employees.
- 8.40.4 The contractor shall remain fully responsible for all performances required of it under this Contract, including those that the contractor has determined to subcontract, notwithstanding the County's approval of the contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.
- 8.40.7 The contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

County of Los Angeles - Department of Mental Health  
Contracts Development and Administration Division  
550 S. Vermont Ave., 5th Floor  
Los Angeles, CA 90020



Attention: Chief of Contracts

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

8.41.1 Failure of the contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of the contractor, pursuant to County Code Chapter 2.202.

**8.42 Termination for Convenience**

8.42.1 This Contract may be terminated by the County or Contractor at any time without cause by giving at least 30 calendar day's prior written notice to the other party.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the contractor shall:

8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and

8.42.2.2 Upon issuance of any notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all patients/clients receiving services under this Contract to other agencies for continuing services in accordance with the patient's/client's needs. Such plans shall be subject to prior written approval of the Director or his designee, except that in specific cases, as determined by Contractor, where an immediate patient/client transfer or referral is indicated, Contractor may make an immediate transfer or referral. If Contractor terminates this Contract, all costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Contract nor reimbursable

in any way under this Contract; and

- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the contractor under this Contract shall be maintained by the contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

#### **8.43 Termination for Default**

- 8.43.1 The County may, by written notice to the contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

8.43.1.1 Contractor has materially breached this Contract;  
or

8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

- 8.43.3 Except with respect to defaults of any subcontractor, the contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to

perform this Contract arises out of causes beyond the control and without the fault or negligence of the contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the contractor and subcontractor, and without the fault or negligence of either of them, the contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

8.44.1 The County may, by written notice to the contractor, immediately terminate the right of the contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing

favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by the contractor.

8.44.2 The contractor shall immediately report any attempt by a County officer or employee 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.

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

#### **8.45 Termination for Insolvency**

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

8.45.1.1 Insolvency of the contractor. The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the contractor is insolvent within the meaning of the Federal Bankruptcy Code;

8.45.1.2 The filing of a voluntary or involuntary petition regarding the contractor under the Federal Bankruptcy Code;

8.45.1.3 The appointment of a Receiver or Trustee for the contractor; or

8.45.1.4 The execution by the contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be

exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

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

#### **8.47 Termination for Non-Appropriation of Funds**

8.47.1 Notwithstanding any other provision of this Contract, the County shall not be obligated for the contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this

Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.50 Warranty Against Contingent Fees**

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

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

**8.51 Warranty of Compliance with County’s Defaulted Property Tax Reduction Program**

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

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

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

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County’s Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available

to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

### **8.53 Time Off for Voting**

8.53.1 The contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

### **8.55 Intentionally omitted**

### **8.56 Compliance with Fair Chance Employment Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material

breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

### **8.57 Compliance with the County Policy of Equity**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally omitted**

### **9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

9.2.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")

### **9.3 Ownership of Materials, Software and Copyright**

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams,

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facilities, and tools (hereafter "materials") which are originated or created through the Contractor's work pursuant to this Contract. The Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of the Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.3.2 During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that the Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way under subparagraph 9.3.4 for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

#### **9.4 Patent, Copyright and Trade Secret Indemnification**

9.4.1 The Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 The Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the Contractor, in a manner for which the questioned product was not designed nor intended.

## 9.5 Contractor's Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

## 9.6 Data Destruction

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and

devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

**9.7 Intentionally omitted**

**9.8 Intentionally omitted**

**9.9 Intentionally omitted**

**9.10 Certification of Drug-Free Workplace**

Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States code section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or county's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify director in writing.

**9.11 Clients' Rights**

Contractor shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Contractor to all patients'/clients, patients'/clients' records, and Contractor's personnel in order to monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

**9.12 Contractor's Offices**

Contractor shall notify in writing DMH's Contract's Development and Administration Division, and any other County office(s) as identified in Subparagraph 8.35 (NOTICES), of any change in its business address, as shown on page I of this Agreement, at least thirty days prior to the effective date thereof.

### **9.13 Contractor's Exclusion From Participation In A Federally Funded Program**

Contractor hereby warrants that neither it nor any of its staff members is restricted, excluded or suspended from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion or suspension from participation in a federally funded health care program; and (2) any exclusionary or suspension action taken by any agency of the federal or State governments against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part. This warranty and notice requirements apply equally to suspensions from the Medi-Cal program as well as any other federally funded health care programs including but not limited to Medicare and Healthy Families.

There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG), and State officials have the discretion not to exclude.

The mandatory bases for federal exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a State license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be

excluded, and entities which are owned and controlled by excluded individuals can also be excluded. Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal or State exclusion or suspension of Contractor or its staff members from such participation in a federally funded health care program. Contractor shall provide the certification set forth in Attachment VI (Attestation Regarding Federally Funded Program) as part of its obligation under this Paragraph 54.

Contractor shall also comply with DMH Policy "Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts" which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Contractor's responsibility to provide employee identification information within three (3) business days should DMH or its representatives request it related to sanction list screening compliance.

Failure by Contractor to meet the requirements of this Paragraph 54 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

#### **9.14 Description of Services**

9.14.1 Contractor shall provide INN 2 services through one or more strategies as described in Exhibit A (Statement of Work) attached hereto and incorporated herein by reference. The quality of services provided by Contractor shall be the same regardless of the patient's/client's ability to pay or source of payment.

9.14.2 Contractor shall be responsible for delivering services to patients/clients to the extent that funding is provided by County. Where Contractor determines that services to patients/clients can no longer be delivered, Contractor shall provide 30 calendar days prior notice to County. Contractor shall also thereafter make referrals of new patients/clients to County or other appropriate agencies.

9.14.3 Contractor shall not be required to provide the notice in the preceding subparagraph when County reduces funding to

Contractor, either at the beginning of or during the fiscal year. In addition, when County eliminates the funding for a particular program provided by Contractor, Contractor shall not be responsible for continuing services for those patients/clients linked to that funding but shall make referrals of those patients/clients to County or other appropriate agencies.

#### **9.15 Maintenance Standards for Service Delivery Sites**

Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Subparagraph 9.16.

#### **9.16 Nondiscrimination In Services**

9.16.1 Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, gender, age, marital status, sexual orientation and/or physical or mental handicap or medical conditions (except to the extent clinically appropriate), in accordance with requirements of federal and State law. For the purpose of this Paragraph Subparagraph 9.17, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different or is provided in a different manner or at a different time from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative steps to ensure that those persons who qualify for services under this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, gender,

age, marital status, sexual orientation and/or physical or mental handicap, or medical conditions.

9.16.2 Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

9.16.3 If direct services (e.g., 24 hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) are provided hereunder, Contractor shall have admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and which shall be in writing and available to the public. Contractor shall not employ discriminatory practices in the admission of any person, assignment of accommodations, or otherwise. Any time any person applies for services under this Agreement, such person shall be advised by Contractor of the complaint procedures described in the above paragraph. A copy of such complaint procedures shall be posted by Contractor in each of Contractor's facilities where services are provided under this Agreement in a conspicuous place, available and open to the public. in a conspicuous place, available and open to the public.

### **9.17 Performance Standards and Outcome Measures**

The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. The contractor shall comply with the MHSA and county mandated evaluation of INN 2. This shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his/her designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this



Agreement provision at least, where feasible, 30 calendar days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

### **9.18 Program Supervision, Monitoring and Review**

- 9.18.1 Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, and amount of services, and the criteria for determining the persons to be served.
- 9.18.2 Upon receipt of any Agreement monitoring report pertaining to services/activities under this Agreement, Contractor shall respond in writing to the person(s) identified and within the time specified in the Agreement monitoring report. Contractor shall, in its written response, either acknowledge the reported deficiencies or present additional evidence to dispute the findings. In addition, Contractor must submit a plan for immediate correction of all deficiencies.
- 9.18.3 In the event of a State audit of this Agreement, if State auditors disagree with County's official written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State. Authorized State representatives shall have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable time.
- 9.18.4 To assure compliance with this Agreement and for any other reasonable purpose relating to performance of this Agreement, and subject to the provisions of State and federal law, authorized County, State, and/or federal representatives and designees shall have the right to enter Contractor's premises (including all other places where duties under this Agreement are being performed), with or without notice, to: inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to otherwise evaluate the work performed or being performed; review and copy any records and supporting

documentation pertaining to the performance of this Agreement; and elicit information regarding the performance of this Agreement or any related work. The representatives and designees of such agencies may examine, audit and copy such records at the site at which they are located. Contractor shall provide access to facilities and shall cooperate and assist County, State, and/or federal representatives and designees in the performance of their duties. Unless otherwise agreed upon in writing, Contractor must provide specified data upon request by County, State, and/or federal representatives and designees within three (3) business days.

### **9.19 Reporting of Client Abuse and Related Personnel Requirements**

9.19.1 Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and permitted by Sections 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

9.19.2 Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.9, and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with California Penal Code Sections 11166 and 11167.

#### **9.19.3 Contractor Staff:**

- (1) Contractor shall assure that any person who enters into employment as a care custodian of elders,

dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign, on a form provided by Contractor in accordance with the above code sections, a statement to the effect that such person has knowledge of, and will comply with, these code sections.

- (2) Contractor shall assure that clerical and other non-treatment staff who are not legally required to report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.
- (3) For the safety and welfare of elders, dependent adults, and minor children, Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.
- (4) Contractor shall not employ or continue to employ any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

## **9.20 Staffing**

Throughout the term of this Agreement, Contractor shall staff its operations so that staffing approximates the type and number indicated in Exhibit A (Statement of Work) and as required by WIC and CCR.

9.20.1 Staff providing services under this Agreement shall be qualified and shall possess all appropriate credentials per the RFS.

9.20.2 If, at any time during the term of this Agreement, the Contractor has a sufficient number of vacant staff positions that would impair its ability to perform any services under the Agreement, Contractor shall promptly notify Director of such vacancies.

9.20.3 At all times during the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, language capability(ies), and experience, who are providing any services under this Agreement.

## **9.21 Staff Training and Supervision**

9.21.1 Contractor shall orient all partner agencies, staff and volunteers on INN 2 services prior to their beginning service and shall complete preliminary training within thirty (30) business days of their start date. Contractor shall provide ongoing training throughout the life of the project as required by federal and State law, including but not limited to HIPAA and Sexual Harassment. In addition to, other State and County policies and procedures, including INN 2 record keeping and documentation, and other training determined by the Department. Contractor shall institute and maintain appropriate supervision of all persons providing services under this Agreement.

9.21.2 Contractor shall document and make available upon request by the federal, State and/or County the type and number of hours of training provided to Contractor's officers, employees, agents, and subcontractors.

9.21.3 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. Where applicable, all employees must wear safety and protective gear according to OSHA standards.

## **9.22 Disclosures**

9.22.1 Disclosure of 5% or More Ownership Interest: Pursuant to Code of Federal Regulations (CFR) Paragraph 455.104, Contractor shall submit the disclosures below to County regarding ownership and control. Contractor shall provide the certification set forth in Exhibit P (Ownership/Controlling Interest Disclosure) as part of its obligation under this Paragraph 9.22. Contractor must submit updated Disclosures (Exhibit P) to County before entering into contract, and within 35 days after any change in the Contractor's ownership or upon request by the County. Contractor shall send all the disclosures to those persons

and addresses which are set forth in Paragraph 8.34 (NOTICES).

- (a) Disclosures to be provided:
  - i. The name and address of any person (individual or corporation) with an ownership of control interest in the Contractor's business. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;
  - ii. Date of birth and Social Security Number (in the case of an individual);
  - iii. Other tax identification number (in the case of corporation with a 5% or more ownership or control interest in Contractors' business);
  - iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's business is related to another person with ownership or control in the Contractor's business such as a spouse, parent, child, or sibling;
  - v. v. The name of any other disclosing entity in which the Contractor has an ownership or control interest; and
  - vi. vi. The name, address, date of birth, and Social Security Number of any managing employee of the Contractor.

9.22.2 Disclosures Related to Business Transactions: Contractor must submit disclosures and updated disclosures to County including information regarding certain business transactions within 35 days, upon request:

- (a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000 during the 12-month period ending on the date of the request; and
- (b) Any significant business transactions between the Contractor and any subcontractor during the 5-year period ending on the date of the request.

9.22.3 Disclosure Related to Persons Convicted of Crimes: Contractor shall submit the following disclosures to County regarding the Contractor's management:

- (a) The identity of any person who is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs (42 CFR Paragraph 455.106(a)(1), (2).)
- (b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs (42 CFR Paragraph 455.106(a)(1), (2).) For this purpose, the word "agent" has the meaning described in 42 CFR Paragraph 455.101.
- (c) The Contractor shall supply the disclosures before entering into the contract and at any time upon County's request.
- (d) Contractor's subcontractors, if any, shall submit the same disclosures to the Contractor regarding the subcontractors' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Subcontractors shall supply the disclosures before entering into a contract and at any time upon County's request.

### **9.23 Contractor Protection of Electronic County Information**

9.23.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. The County Policy 5.200 "Contractor Protection of Electronic County Information" for specific details on this policy reference the following link: [https://library.municode.com/ca/la\\_county\\_bos/codes/board\\_policy?nodeId=CH5COPU\\_5.200COPRELCOIN](https://library.municode.com/ca/la_county_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRELCOIN) was adopted to protect personal information (PI); protected health information (PHI) and medical information (MI) electronically stored and/or transmitted by County Contractors. Contractor agrees that it will comply with County Policy 5.200, as it now exist or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.

- 9.23.2 Contractor shall comply with the encryption standards set forth in Exhibit Q, Protection of Electronic County PI, PHI and MI (Data Encryption) and submit Required Forms Exhibit R, LACDMH Contractor's Compliance with Encryption Requirements. Encryption requirements shall apply to all County PI, PHI and MI electronically stored or transmitted by Contractors and subcontractors, irrespective of storage and/or transmission methodology.
- 9.23.3 Contractor shall comply with the Information Security Requirements set for in Exhibit T, Information Security and Privacy Requirements.
- 9.23.4 Contractor shall complete and submit to DMH the Confidentiality Oath (Non-LAC-DMH Workforce Members), Exhibit U to this Contract.
- 9.23.5 Contractor shall sign, submit to DMH and comply with County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Technology Resources, Exhibit S to this Contract.

#### **9.24 Contractor Protection of Electronic County Information**

- 9.24.1 Contractor shall acquire, manage, and maintain Contractor's own information technology, infrastructure, platforms, systems and/or services in order to meet all requirements specified by County for interoperability (as stated in section 9.2.5).
- 9.24.2 Contractor shall ensure that each individual using electronic methods to sign electronic health records in the performance of work specified under this Contract completes an Electronic Signature Agreement annually. The Electronic Signature Agreement shall be substantially similar to the sample available at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html).
- 9.24.2.1 Contractor shall maintain a copy of each Electronic Signature Contract and make them available for inspection by County upon request.
- 9.24.2.2 Contractor shall submit to County a Legal Entity Electronic Signature Certification to certify compliance with this provision of this Contract. Contractors who implement electronic methods to sign electronic health records subsequent to the execution of this Contract shall submit to County a Legal Entity Electronic Signature Certification

immediately upon implementation. The Legal Entity Electronic Signature Certification to be used by Contractor is found at [http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html). Nothing in this requirement is intended to imply that Contractor qualifies as a Legal Entity, as that term is generally understood by Department.

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IN WITNESS WHEREOF, contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Director of Mental Health or his designee thereof, the day and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
JONATHAN E. SHERIN, M.D., Ph.D.

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

\_\_\_\_\_

EXHIBIT A

***STATEMENT OF WORK***

**MHSA INNOVATION 2  
TRAUMA RESILIENT COMMUNITIES:  
COMMUNITY CAPACITY BUILDING**

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## **STATEMENT OF WORK (SOW)**

### **1.0 SCOPE OF WORK**

#### **1.1 OVERVIEW**

LACDMH's INN 2 Project centers on the creation and implementation of place-based community partnerships within geographically-defined communities (referred to subsequently as communities) as a method to support distinct communities to create the collective will to employ various strategies for people of diverse ages to decrease the risk of or reduce the degree of trauma experienced by community members at risk of or with a potentially serious mental illness or serious emotional disturbance.

The innovation proposed here is the use of asset-based community capacity building approaches within communities to identify, educate and support members of the community who are at risk of or experiencing trauma and resulting mental illness.

INN 2 has five (5) key components:

1. It assumes there is a reciprocal inter-connectedness between the community's health and wellbeing and that of individual community members, so it promotes the community's wellness as a way to improve the health and well-being of individual members.
2. It draws upon research on the social determinants of health, which finds that health status is heavily mediated by socioeconomic status so that communities with greater levels of poverty tend to have members who are more disconnected from community supports and services, with fewer health resources and poorer health.
3. It deploys a set of upstream strategies to address the social determinants or root causes of mental illness, namely the trauma experienced by different age groups within a specific community.
4. It actively develops partnerships to engage communities and service systems, building upon the learning of Innovation 1 Integrated Care model outcomes.
5. It builds the community's capacity to take collective ownership and coordinated action to prevent or reduce the incidence of trauma-related mental illness by involving communities in promoting the health and well-being of their members.

#### **1.1.1 INN 2 COMMITMENTS**

Lead agencies must make the following commitments:

- Active participation in the local SAAC, including providing updates to the SAAC and incorporating feedback from the SAAC to enhance community capacity building effectiveness.
- Promote community inclusion in all aspects of planning and implementation, including family members, consumers and key community stakeholders
- Hire ethnically and linguistically diverse staff reflective of the community and the clients being served;
- Engage, develop and empower community leadership and community decision-making
- Build the capacity of the community to sustain leadership and community support for trauma reduction after INN 2 funding concludes
- Create partnerships that strengthen community knowledge, connectedness and collective action to reduce trauma and its impact
- Collect specific outcome data as required by the conditions of agreement. This includes collecting outcome data to assess the provider's program design and implementation and the commitment to making mid-course corrections as necessary to insure the achievement of positive client, program and community level outcomes.

### **1.1.2 CLAIMING**

Claiming for INN 2 services will be through Mode 60 and Service Function Codes:

Mode 60- Support Services

- Service Function Code 70- Client Housing Support Expenditures- funding housing supports including master leases, motel and other temporary housing vouchers, rental security deposits, first and last month's rent and other fiscal housing supports.
- Service Function Code 72- Client Flexible Support Expenditures- the cost of supports to clients, family members and caregivers for daily living, travel, transportation, respite services and other supports.
- Service Function Code 75- Non-Medi-Cal Assets, including the purchase or lease of vehicles or building rehabilitation for service delivery.
- Service Function Code 78- Other Non-Medi-Cal Client Support Expenditures, including the cost of salaries, benefits and related general operating expenditures incurred in providing on-Medi-

Cal client supports not otherwise reported in treatment or outreach programs. Units of Service may not be reported for SFC 78.

Funding may be used for the provision of additional specialty mental health services under the following circumstances:

- When capacity does not exist within the agreement of existing DMH-funded Specialty Mental Health providers to serve individuals being referred for Specialty Mental Health Services within the boundaries of the defined proposed community.
- When current DMH-funded Specialty Mental Health Providers do not have capacity to serve an increase in specific cultural or ethnic groups that require Specialty Mental Health Services.
- Should DMH approve a request for the use of INN 2 funds for mental health services that meets the criteria above, existing Specialty Mental Health contracted providers who receive these funds will not receive any additional Medi-Cal in the form of Federal Financial Participation (FFP) or Early Periodic Screening, Diagnosis and Treatment (EPSDT) by LACDMH.

A Contractor who wishes to fund additional specialty mental health services that meet the above criteria must seek prior approval in writing from DMH.

If it is determined that INN 2 is not meeting desirable expected outcome expectations the County may terminate the contract in accordance with the contracts termination provisions. DMH will monitor the INN 2 program and, at its sole discretion, require changes be made to the program's elements and/or services or terminate the Contractor's Agreement in accordance with Section 8, subparagraph 8.42 Termination for Convenience.

## **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

## **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County the required services are provided at a consistently high level of service throughout the term of the Agreement.

## **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8,

Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

#### **4.1 Mandatory Meetings**

All selected lead agencies and representatives from partner agencies will be expected to attend an orientation to INN 2 conducted by DMH at the beginning of the project and attend quarterly learning sessions. DMH will provide training on key component areas of the project, as needed, throughout the life of the project.

#### **4.2 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

### **5.0 INTENTIONALLY OMITTED**

### **6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

#### **COUNTY**

##### **6.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6, Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

#### **CONTRACTOR**

##### **6.2 Lead Agency Project Manager**

- 6.2.1 Contractor shall provide a full-time Lead Agency Project Manager or designated alternate. The County must have access to the Lead Agency Project Manager during regular business hours. Contractor shall provide a telephone number where the Lead Agency Project

Manager may be reached during normal business hours, Monday through Friday.

6.2.2 Lead Agency Project Manager shall act as a central point of contact with the County.

6.2.3 Lead Agency Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

### **6.3 Identification**

6.3.1 Contractor shall ensure their employees and employees of partner organizations identify themselves to the public appropriately as set forth in sub-paragraph 7.3 – Contractor’s Staff Identification, of the Contract.

### **6.4 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

## **7.0 INTENTIONALLY OMITTED**

## **8.0 INTENTIONALLY OMITTED**

## **9.0 INTENTIONALLY OMITTED**

## **10.0 SPECIFIC WORK REQUIREMENTS**

Contractor shall implement the INN 2 program within 60 days of execution of the contract. Contractor must demonstrate the ability to provide a full array of services described in this SOW. INN 2 lead agencies and their partners will be responsible for providing the following services:

### **10.1 GENERAL LEAD AGENCY EXPECTATIONS**

#### **10.1.1 Partnership Development and Coalition Building**

10.1.1.1 Contractor will establish a coalition of agencies, groups and/or organizations with identified roles, expectations and in-kind resources and/or support contributed or provided in-kind that tie to the strategies identified as part of INN 2 and the goals of this project.



- 10.1.1.2 Contractor will have the social capital or community influence that will create influence and collective will and action in the proposed community in service of the goals of this project
- 10.1.1.3 Contractor will have experience leading community change efforts through partnership development and coalition building.

#### **10.1.2 Community empowerment and leadership development**

- 10.1.2.1 Contractor will involve the identified community in the planning, implementation and decision-making, including establishing an advisory committee to guide decision-making and the INN 2 implementation.
- 10.1.2.2 Contractor to establish a connection between or among committees, coalitions and other advisory committees involved in local decision-making, including the mental health Service Area Advisory Committees (SAACs).
- 10.1.2.3 Contractor over the course of the 4 year project will ensure community leadership is strengthened so that the capacity of the community to address trauma or trauma risk is sustained beyond the time-limited project.

#### **10.1.3 Outreach, engagement, training and technical assistance to neighborhoods**

- 10.1.3.1 Contractor will develop a plan, with geographic community input, to create community awareness, action and support for trauma, including trauma risk factors, and its impact on the development of mental illness and its impact on the community.
- 10.1.3.2 Contractor will ensure the community residents as well as organizations know how, when and where to refer an individual for a mental health evaluation

#### **10.1.4 Knowledge, experience and understanding of trauma and its impact**

- 10.1.4.1 Contractor will demonstrate an understanding of trauma, risk factors of trauma, its correlates and potential causes related to the age group(s) proposed to be served.

### **10.1.5 Cities/geographic area Identified for inclusion**

- 10.1.5.1 The defined geographic area will be identified, along with the rationale for inclusion of each city or boundary-defined geographic area.
- 10.1.5.2 The geographic area selected will be economically impoverished, including but not limited to a disproportionate level of poverty, poor health and well-being outcomes, high rates of unemployment, poor academic achievement, poor housing quality or higher risk of violence or safety concerns and will have residents that historically have been under or unserved by the mental health system.
- 10.1.5.3 The Geographic area selected will have a sufficient foundation of support, leadership and civic engagement to support the development and implementation of INN 2.

### **10.1.6 Coordination of work with local health neighborhood and mental health initiatives**

- 10.1.6.1 Contractor will ensure regular reporting of INN 2 activities to the local SAAC(s).
- 10.1.6.2 Contractor will ensure INN 2 community planning and implementation is coordinated with any Best Start, California Endowment, California Community Foundation or other organized health neighborhood initiatives related to mental health.

## **10.2 SPECIFIC STRATEGIES TO BE EMPLOYED**

### **10.2.1 STRATEGY 1 - BUILDING TRAUMA-RESILIENT FAMILIES**

**Age Group(s) of Focus:** 0-5 (including activities involving TAY and Older Adults)

**Trauma to be addressed:** Complex Childhood and Family Trauma

To provide developmentally appropriate activities designed to reduce the impact of complex trauma (i.e., children exposed to domestic violence, physical abuse, sexual abuse, neglect, traumatic grief and other traumas and adverse childhood experiences including social isolation and disrupted relationships such as removal from a caregiver's care and entering the foster care system) experienced by children and families residing in communities wherein poverty and other early life stressors and

forms of violence negatively impact child development. Building Trauma Resilient Families will target children ages birth to five and their caregivers who have experienced trauma and/or are at risk for trauma. Corresponding activities will be designed to enhance parent/caregiver knowledge of child development and socio-emotional literacy, promote positive social skills in children, and facilitate access to needed natural social support networks and resources. Children and families who are identified as needing more intensive mental health and/or family support services will be referred to affiliated agencies. Families and young children will be assessed for their exposure to Adverse Childhood Experiences (ACES). Community partners (i.e., the Faith-based collaborative network and/or Early Care and Education Network) will be trained on the importance of screening for ACES and how to refer families for Prevention and Early Intervention services and existing birth to five Evidenced Based Practices (EBPs).

The activities will educate the community partners (i.e., the existing faith-based network and/or Early Care and Education members) about the impact and sequelae/consequences of trauma and ways to adapt their settings to be more trauma-informed to enhance the healing process and recovery for families of traumatized young children.

The Building Trauma Resilient Families location will be an existing space in the community donated from a network partner. Examples of network partners include faith based providers and/or Early Care and Education providers with whom the lead agency has an existing affiliation/collaborative relationship.

#### Staffing

The key staff who will be designing and/or implementing strategy 1 activities will be qualified child development specialists with appropriate experience and possibly certification in providing play and activity-based parent/caregiver education programs in community-based settings. They will co-facilitate the activities with trained parent partners who are also community residents and can further provide ongoing peer support to the participants.

#### **Key Learning Questions:**

1. Would increasing positive social connections decrease the negative impacts of trauma for children at risk of developing a serious emotional disturbance and their families?
2. Would increasing positive social connections increase positive coping strategies for children and families to deal with trauma?
3. Would increasing positive social connections by providing non-traditional outreach and engagement practices enhance utilization of mental health services for at risk children and their families who are exposed to trauma?

**Intended Outcomes:**

1. Children and families served will demonstrate an increased use of positive coping strategies to reduce the impact of trauma.
2. Social isolation reported by parents or caregivers and children will decrease.
3. At-risk children with trauma symptoms who have been underserved will receive referrals to mental health treatment/systems when necessary (improve mental health access for children in underserved at risk communities).

**10.2.2 STRATEGY 2 - Trauma-Informed Psycho-education and Support for School Communities.****Age Group(s) of Focus: 3-15**

**Trauma to be addressed:** Community Violence & Child Abuse (exposure to domestic violence, physical abuse, emotional abuse, and sexual abuse)

In this model, training/workshops on recognizing behaviors and symptoms of stress and trauma in children will be provided to early care/education (EC/E) and school personnel and community mentors who work with children ages 3-15. The workshops will also teach simple trauma-informed coping techniques (attunement skills, self-regulation, affect management, mindfulness, meditation, breathing, etc.) that can be implemented within EC/E and school settings to reduce stress experienced by children.

**Key Learning Questions:**

1. Would increasing training for EC/E and school personnel and community mentors around trauma needs of children decrease the negative impacts of trauma for children and their families.
2. Would EC/E and school personnel and community mentors modeling and promoting simple coping skills in EC/E and school settings improve children's academic performance?
3. Would trauma-informed training and support for EC/E and school personnel and community mentors enable identification of trauma and mental health needs in previously unserved or underserved children who have experienced trauma?

**Intended Outcomes:**

- Reduction of stress experienced by children/students served by the participating EC/E programs/agencies and schools as indicated by improved attendance and reduction in suspension and expulsion rates.
- Increased referrals & linkages of identified at-risk students with trauma symptoms and their family members to needed mental health and trauma-informed services.

- o Reduction of stress experienced by participating EC/E program/agency and school staff as indicated by decreased sick days and staff turnover and a decrease in compassion fatigue/vicarious trauma scores on corresponding validated measures, administered at both pre & post-intervention.

### **10.2.3 STRATEGY 3 - Transition Age Youth (TAY) Support Network**

**Age Group(s) of Focus:** Current or formerly homeless TAY who are emotionally and physically vulnerable and are at risk of or are experiencing trauma due to the circumstances that led to homelessness and/or the experience of being homeless.

**Trauma to be addressed:** The Transition Age Youth developmental period is marked by identity and close relationship formation, which provide the foundation for future adult interactions and behaviors. Many current and formerly homeless TAY lack the protective factor of social connectedness that resulted from their experiencing traumas of: rejection by family, peers, and systems; of being abused; of poverty; of racism; and of stigmatization. Current and formerly homeless TAY who lack the protective factor of social connectedness to effectively manage trauma are at an increased risk of developing or worsening a mental illness as a result of their engaging in maladaptive behaviors (such as substance use, social isolation, and other destructive behaviors) that results in negative outcomes, such as, jeopardizing their current housing placement, continued homelessness due to their maladaptive behaviors preventing them from obtaining housing, and becoming victimized.

Certain populations of TAY are at higher risk of experiencing homelessness such as: TAY from different ethnic/cultural groups who experience racism, poverty, former gang involvement, history of drug and alcohol abuse, or other negative social circumstances; LGBTQ TAY who experience bullying and/or stigmatization as it relates to the coming out process and identifying as LGBTQ; TAY who are physically, verbally, and sexually abused, including victims of Commercial Sex Trafficking; and TAY formerly involved with and now aging out of the dependency/juvenile justice service provider system.

This strategy seeks to implement a TAY Support Network that will be convened and led by the lead agency. The lead agency will bring together their community partners, including various housing providers, and employ TAY Peers to: provide settings and opportunities for current and formerly homeless TAY to develop the protective factor of social connectedness; build community capacity to identify and make available housing resources,

including rental assistance and housing subsidies; and provide peer relationship-focused outreach and engagement to encourage positive social connectedness with the TAY Support Network and to link them with resources and supports to obtain and/or maintain housing. The TAY Support Network will meet monthly within the community to organize and coordinate the resources of the community partners for current and formerly homeless TAY. In contrast to a traditional fixed-location Youth Drop-In Center, outreach and engagement will be conducted by the TAY Peers and will incorporate non-traditional approaches, such as the utilization of social media and other technological strategies, providing services out in the field, and seeking to connect TAY to the resources of the TAY Support Network. The TAY Support Network, including the TAY Peers will receive training, such as Mental Health First Aid and other trainings focused on recognizing mental illness, in identifying symptoms related to trauma and mental illness, using safe and appropriate crisis engagement techniques to connect TAY as needed.

**Logic Model for Change:** Increase and develop the protective factor of social connectedness to identify and provide supportive settings that encourage social connectedness among each other and with community-based organizations and service providers to current and formerly homeless TAY who have experienced the traumas of: rejection by family, peers, and systems; of being abused; of poverty; of racism; and of stigmatization, which has led to homelessness as a consequence of maladaptive coping mechanisms.

**Key Learning Questions:**

1. Can a community capacity building approach that provides current and formerly homeless TAY who are at risk of or are experiencing trauma due to the circumstances that led to homelessness and/or the experience of being homeless with safe and confidential pathways to connect with other TAY, community services and social supports utilizing non-traditional outreach, engagement practices, and peer support increase positive social connections for those at risk of or with a mental illness?
2. Would increasing positive social connections decrease the negative impact(s) of trauma for emotionally and physically vulnerable TAY?
3. Would increasing positive social connections increase positive coping strategies for current and formerly homeless TAY to deal with trauma?
4. Would increasing positive social connections by providing non-traditional outreach, engagement practices, and peer support increase utilization of mental health services for SED/SPMI TAY and those emotionally and physically vulnerable TAY who are at high risk of first-break psychosis and developing major mental health issues?

**Intended Outcomes:**

1. Social isolation/withdrawal and negative social connections will decrease for current and formerly homeless TAY who are at risk of or experiencing trauma and mental illness will decrease over the course of engagement and supports provided.
2. Emotionally and physically vulnerable TAY will demonstrate increased positive coping strategies to reduce the negative impact of trauma which has led to homelessness and/or puts TAY at risk of losing their current housing placement.
3. Through the utilization of positive coping strategies that increase social connectedness (and the decrease of maladaptive strategies), current and former homeless TAY will be able to secure housing and/or maintain their current housing placement.
4. Decreased trauma symptoms for at risk TAY.
5. On average, current and formerly homeless TAY with a mental illness and are at risk of or are experiencing trauma who are referred to the Specialty Mental Health system will have a reduced duration of untreated mental illness, compared to a sample of TAY receiving mental health services from providers not associated with INN 2 project..

**10.2.4 STRATEGY 4 - COORDINATED EMPLOYMENT WITHIN A COMMUNITY**

This strategy aims to create a network of businesses within a specific community that will provide employment opportunities to individuals who are mentally ill and homeless/formally homeless. Employment opportunities will be sought out in the competitive employment market and through the development of social enterprises within the neighborhood. A standardized employment assessment tool and a coordinated, systematic approach will be used to match the individuals to the employment opportunities that the network of businesses provides. The current Coordinated Entry System that has been developed across the County to match individuals who are homeless to housing will be leveraged to target those individuals that have obtained permanent housing and to match individuals to employment. Supportive services to help individuals apply for and obtain and retain employment will be provided to each participant and will include peer service providers and support groups.

**Age Group(s) of Focus:** TAY, Adults, Older Adults with employment goals.

**Trauma to be addressed:** The trauma association with being homeless, including emotional and physical vulnerability, social isolation and stigma that results from being an individual who is mentally ill and homeless/formally homeless. Common traumatic experiences for this population include: physical violence, stigma of mental illness and homelessness, victimization, poverty, loss of home, safety and sense of security, and being unable to meet basic needs of food and shelter.

**Key Learning Questions:**

Can creating a network of businesses within a specific community that provide jobs to individuals who are mentally ill and homeless/formally homeless reduce the social isolation and related trauma they experience by providing them with opportunities to develop relationships with those with whom they work and by utilizing natural supports within the community and community infrastructure to promote health and well-being?

**Intended Outcomes:**

An increased sense of well-being and self-sufficiency, increased integration into and connection with the community for individuals employed, increase in individual income and a reduction in poverty and reduction in the use of public resources including SSI and Medi-Cal as a result of income and health insurance through employment.

**10.2.5 STRATEGY 5 - COMMUNITY INTEGRATION FOR INDIVIDUALS WITH A MENTAL ILLNESS WITH RECENT INCARCERATIONS OR WHO WERE DIVERTED FROM THE CRIMINAL JUSTICE SYSTEM**

**Age Group(s) of Focus:** TAY (ages 18+), Adults, Older Adults

**Trauma to be Addressed:** Individuals with a mental illness and histories of incarcerations often have extensive histories of trauma that are re-activated after release from jail by lack of pro-social community supports, high risk housing and substance use. The trauma correlates addressed in this strategy are social isolation and stigma.

This strategy will capitalize on knowledge and networking of community groups dedicated to community reintegration for incarcerated or diverted individuals. This strategy proposes a consortium be established to act as a community body to facilitate community reintegration, including providing support for the implementation of this strategy. An existing group may be used if their mission and vision aligns with the project and meets performance expectations.

**Key Learning Questions:**

1. Can an established community consortium affect the capacity for a community to welcome individuals with a history of mental illness and incarceration and/or diversion?
2. Will training for judicial team members, mental health providers and law enforcement personnel lead to an improved experience with law enforcement and the court, and improved access to care?
3. Will improved coordination and communication result in increased linkage and improved outcomes for individuals with recent incarceration/diversion and mental illness?
4. Will focused efforts to establish housing for individuals with recent incarceration/diversion and mental illness reduce homelessness?



## 5. Do targeted self-help support groups reduce re-incarceration?

### **Intended Outcomes:**

This strategy, through smaller focused projects, is designed to:

1. At the community level, reduced stigma in the judicial system, law enforcement, and the community, measured over the course of the INN 2 project.
2. Increase housing for individuals with a recent history of incarceration and mental illness, measured through the establishment of housing benchmarks.
3. Increase successful linkages from incarceration or diversion to mental health services in the community.
4. Reduce re-incarcerations, sampling client incarceration rates prior to implementation of this strategy vs. after implementation.

### **10.2.6. STRATEGY 6 - GERIATRIC EMPOWERMENT MODEL (GEM) PROGRAM**

#### **Age Group of Focus: Older Adults**

**Trauma to be addressed:** Literature shows that while there is a perception that homelessness is the result of poverty or a lack of benefits and support, traumatic events such as physical, sexual, financial and emotional abuse are traumatic. Trauma is often the root cause of homelessness and combined with the multitude of losses associated with being homeless, individuals often can lose any semblance of hope. Homelessness itself can then lead to further trauma, particularly among those with severe and persistent mental illness. Being homeless exposes an individual to high-risk situations on an almost constant basis, including physical or sexual assault, either to themselves or as a witness. For those who are older adults, the trauma is further compounded. Their age, combined with multiple medical conditions, reduced mobility and physical frailty, leaves a homeless older adult at enormous risk for violence and becoming victimized.

Older Adults experiencing the trauma of homelessness are living with a multitude of losses, including isolation and stigma within the larger community. Additionally there is the daily risk of violence and becoming victimized. Homeless older adults (60+) with mental illness represent one of the most vulnerable populations at risk for harm. This is in part due to advanced age, multiple medical conditions, reduced mobility and physical frailty. Homeless shelters that do not address the unique needs of older adults are not optimal settings for the homeless older adult. Services and programs in these locations generally have an emphasis on the needs of younger homeless individuals and/or families. The noise and activity level may be overwhelming to an older adult. The physical structure of the setting is not consistent with the mobility needs of the older adult, and staff generally does not have the skillset and knowledge for working with older adults with a mental illness. There's a compelling need for a safe environment for older adults, which would include a place for them to visit on a daily basis to rest and shower, eat a meal, wash their clothes, receive screenings to identify immediate health, substance abuse and mental health needs and receive housing support.

On the other end, there are the community concerns from stakeholders such as business owners, homeowners and other residents as to how to address the problem of individuals sleeping in front of their business or residence. These community members may not be informed of the multiple factors that bring about homelessness, and may not understand how to effectively communicate with the homeless older adult or be aware of the community resources that are available to assist, other than to call the police. Community collaboratives can empower the community to address its own homeless needs by creating innovative strategies such as this proposal, the Geriatric Empowerment Model (GEM) program.

GEM will offer three program components: (1) provide information and education on developing effective communication strategies to community residents and stakeholders on best practices for interacting with homeless older adults; (2) establish a homeless senior center for seniors to access during the day that offers a range of support and mental health services; and (3) linkage to mental health services and supportive services including access to flex funds to address the multiple and complex psychiatric and social needs of the older adult. The agency responsible for administering GEM will be required to work collaboratively with community agencies to improve access to services and to coordinate care and to recruit and hire peer advocates to outreach, engage and work with older adults.

#### **Key Learning Questions:**

1. Is the SEC program an effective strategy for linking homeless mentally ill Older Adults to mental health treatment and benefits?
2. What are the most effective strategies within the GEM initiative for reducing homelessness?
3. Will providing psycho-social education to community stakeholder's result in an increase of outreach and engagement efforts made by stakeholders?

#### **Intended Outcomes:**

1. Improve the likelihood of Older Adults accessing mental health services to better reduce the numbers of homeless mentally ill older adults within the proposed community.
2. Decrease homelessness by GEM participants by 60% or more.
3. Decrease in trauma symptoms after involvement in the GEM.
4. Community stakeholder knowledge and use of resources within the proposed community to engage and assist the homeless mentally ill older adult increases from baseline.

## **10.2.7 STRATEGY 7 - CULTURALLY COMPETENT NON-TRADITIONAL SELF-HELP ACTIVITIES FOR FAMILIES WITH MULTIPLE GENERATIONS EXPERIENCING TRAUMA**

**Age Group(s) of Focus:** Intergenerational families

**Trauma to Be Addressed:** Community or societally-induced trauma experienced by intergenerational families (nuclear, extended, or as defined by a family).

Community or societally-induced trauma can include:

1. Collective trauma (e.g., a school shooting affects everyone in the school community) and/or
2. Historical or cumulative trauma occurring over time (e.g., refugees escaping genocide from their countries of origin).

These self-help activities will be led by Intergenerational Family and Community Activators (IFCA), who are well versed in the multi-faceted needs of intergenerational families in each of the targeted geographic communities. The self-help activities listed below, will promote healing and reconnection by identifying and accessing inherent strengths within intergenerational families and communities. As a result, there will be a reduction in maladaptive behaviors, emotional and relational disturbances, and severe psychological symptoms related to collective, historical, or cumulative trauma. This strategy involves the implementation of three (3) distinct phases of work:

- 1) Culturally Appropriate Outreach, Education and Engagement (OEE)
- 2) Culturally Appropriate Intergenerational Family Wellness Screening
- 3) Intergenerational Family Healing Activities

### **Learning Questions:**

1. Can culturally relevant non-traditional self-help activities and groups improve the ability of the neighborhood or community to reduce the impact of trauma on intergenerational families?
2. Will family focused social connections increase positive coping strategies for intergenerational families with trauma-related mental illness or who are at risk of developing trauma-related mental illness?

**Intended Outcomes:**

1. Increased sense of social connectedness for intergenerational families participating in the culturally relevant non-traditional self-help activities and groups.
2. Increased ability to cope with trauma as reported by intergenerational families.
3. Shame and stigma related to trauma and mental illness will be reduced as reported by intergenerational families.
4. A greater percentage of individuals referred to the Specialty Mental Health system as compared to an ethnically-matched sample from a non-INN 2 community (increased MH service penetration).

**11.0 GREEN INITIATIVES**

- 11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify DMH of Contractor’s new green initiatives prior to the contract commencement.

**12.0 PERFORMANCE REQUIREMENTS**

**12.1 CONSUMER OUTCOMES**

All participating lead agencies and their community partners will be required to collect and report specific system and participant level outcomes. All outcomes targeted for tracking shall be implemented, scored, stored, and transferred in a manner and at intervals prescribed by DMH. Additionally, any and all outcomes, measurement instruments, and procedures may be supplemented, revised, and/or deleted by DMH at any time during the course of funding for this RFS. The following general participant outcomes are identified for INN 2:

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OUTCOMES	MEASURE OF SUCCESS
Reduced trauma of program participants	20% or greater reduction in trauma symptoms as measured by an age-appropriate trauma measure prior to and at the end of participation in a service strategy.
INN 2 service participants, as well as the overall community will have an increased knowledge of the symptoms of trauma as well as when and how to seek mental health services	Survey administered in each community at the beginning of the project and minimally in year 4 of the project. Expect to see increases in knowledge of trauma projected and an increase in knowledge of how and when to seek mental health services projected.
Improved service participant perception of connection to one's community	Survey administered to participants at the beginning of service and at the end of service with success measured as increased connection to one's community. 50% of participants will report increased community connection.
Decreased individual and community stigma of mental illness	Stigma survey administered in each community at the beginning of the project and minimally in year 4 of the project, with an anticipated overall reduction in community stigma of mental illness. Individual or internalized self-stigma will be measured through random sampling of program participants at a frequency to be determined by DMH and the evaluator. Expected overall reduction to individual stigma related to mental illness.
Increased emotional well-being of program participants.	Well-being measure administered at the beginning of program participation and at the end with success deemed as clinically and/or statistically significant improvement well-being
Increased participation in community activities and events	At least 50% of INN 2 service recipients will report increased participation in one's community. Methodology to be determined by DMH and evaluator with community/stakeholder input.
Reduced social isolation will be reported by INN 2 service participants	60% of participants report decreased social isolation as a result of program participation.
Participant satisfaction with INN 2 services	95% of participants will report satisfaction with HN services received.

## 12.2 PERFORMANCE-BASED CRITERIA

The Agreement will include five (5) Performance-Based Criteria measuring the Contractor's operational performance, indicative of quality program administration. These criteria are consistent with the MHSA Plan learning

questions. These measures assess the agency's ability to provide required services and monitor the quality of those services.

#### 12.2.1 COLLABORATION

The Contractor shall collaborate with DMH to provide processes for systematically evaluating quality and performance indicators and outcomes at the program level. Shall there be a change in federal, State and/or County policies/regulations, DMH, at its sole discretion, may amend these Performance-Based Criteria via a agreement amendment.

#### 12.2.2 SCHEDULED MONITORING

Contractors shall cooperate with DMH in the regularly scheduled monitoring of the program, including review of agency and program records, site visits, telephonic conferences, correspondence, and attendance at provider meetings where the Contractor's adherence to the performance-based criteria will be evaluated.

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### 12.2.3 PERFORMANCE-BASED CRITERIA

PERFORMANCE-BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Successfully establish agency partnerships	Assessment conducted of partnership strength and impact on community, methodology and tools to be determined by DMH and evaluator, with community input.	In each proposed community, 100% of partnerships sustained through life of project
2. Each geographic community is able to identify, serve and support individuals at risk of or experiencing trauma	Each community's partnerships related to each strategy implemented will be assessed for effectiveness in identifying, serving and supporting those at risk of or experiencing trauma. Methodology to be developed by DMH and the evaluator, with community and stakeholder involvement.	Performance targets for each strategy through consultation with the evaluator and informed by a community stakeholder group.
3. Community leadership related to mental health issues within each community has improved	INN 2 Community capacity and leadership assessment at project implementation, compared to year 4. While the specific methodology and instrument will be determined by DMH and evaluator with community and stakeholder input, this will be a qualitative as well as quantitative evaluation.	The qualitative approach will yield a statistically significant improvement in INN 2 community leadership. Qualitative assessments will yield improved leadership with benchmarks to be co-defined with stakeholder and community input.
4. At conclusion of project, each INN 2 community is able to sustain itself without additional funding.	Qualitative review and analysis of each INN 2 community in year 4.	A plan is developed in each INN 2 community that continues the gains achieved in preventing or reducing the incidence of trauma.
5. Increased community knowledge of mental illness and trauma symptoms and impact	Telephonic or other survey administered at the beginning of the project and during the last year, with success measured as a mean increase over time.	A statistically significant increase in the number of community members surveyed who have achieved a defined level of knowledge of the signs, symptoms and impact of trauma
6. Services are culturally competent and provided in the preferred language of the participant	Cultural competence measure determined by DMH and the evaluator, with input from community stakeholders from Under Represented Ethnic Population (UREP) workgroups.	100% of participants surveyed will report that they received services that were culturally competent and relevant and provided in the preferred language of each participant.

## **13.0 SUBCONTRACTING**

### **13.1 SUBCONTRACTOR STATEMENT**

The establishment of community partnerships is required under this INN 2 project and can be done either through subcontracting relationships or the establishment of operational agreements or Memoranda of Understanding (MOU).

For the purpose of this INN 2 project all requirements under Paragraph 8, subparagraph 8.40 (Subcontracting) will apply to subcontracts, operational agreements and/or MOU.

Each subcontract, agreement and/or MOU must be signed by the contractor as well as the partner agency.



**MHSA INNOVATION 2  
TRAUMA RESILIENT COMMUNITIES:  
COMMUNITY CAPACITY BUILDING**

**SOW**

**INNOVATION 2 FEE SCHEDULE**

Each lead agency will be able to claim up to \$2 million per fiscal year per Supervisorial District for each of Fiscal Years 2018-19, 2019-20, 2020-21 and 2021-22.

Claiming for INN 2 services will be through Mode 60 and the following Service Function Codes:

Mode 60- Support Services

- Service Function Code 70- Client Housing Support Expenditures- funding housing supports including master leases, motel and other temporary housing vouchers, rental security deposits, first and last month's rent and other fiscal housing supports.
- Service Function Code 72- Client Flexible Support Expenditures- the cost of supports to clients, family members and caregivers for daily living, travel, transportation, respite services and other supports.
- Service Function Code 75- Non-Medi-Cal Assets, including the purchase or lease of vehicles or building rehabilitation for service delivery.
- Service Function Code 78- Other Non-Medi-Cal Client Support Expenditures, including the cost of salaries, benefits and related general operating expenditures incurred in providing on-Medi-Cal client supports not otherwise reported in treatment or outreach programs. Units of Service may not be reported for SFC 78.

Invoicing parameters and guidelines are contained in Exhibit C "Client Supportive Services (CSS) for Mental Health Services Act (MHSA) Programs" Statement of Work attached to the contract.

## INNOVATION 2 FEE SCHEDULE

The table below provides guidelines for claiming by component of each strategy:

	<b>Mode 60 \$</b> <b>SFC 70</b> <b>SFC 72</b> <b>SFC 75</b> <b>SFC 78</b>
<b>Lead Agency Functions</b>	SFC 78
<b>Strategy 1</b>	SFC 72
<b>Strategy 2</b>	SFC 72 and 78
<b>Strategy 3</b>	SFC 70, 72, 75, 78
<b>Strategy 4</b>	SFC 78
<b>Strategy 5</b>	SFCs 70, 72, 78
<b>Strategy 6</b>	SFCs 70, 72, 78 SFC 75*
<b>Strategy 7</b>	SFCs 72, 78

*\*(one time funds for build out, added security or capital improvements)*

Funding may be used for the provision of additional specialty mental health services under the following circumstances:

- When capacity does not exist within the agreement of existing DMH-funded Specialty Mental Health providers to serve individuals being referred for Specialty Mental Health Services within the boundaries of the defined proposed community.
- When current DMH-funded Specialty Mental Health Providers do not have capacity to serve an increase in specific cultural or ethnic groups that require Specialty Mental Health Services.

## INNOVATION 2 FEE SCHEDULE

- Should DMH approve a request for the use of INN 2 funds for mental health services that meets the criteria above, existing Specialty Mental Health contracted providers who receive these funds will not receive any additional Medi-Cal in the form of Federal Financial Participation (FFP) or Early Periodic Screening, Diagnosis and Treatment (EPSDT) by LACDMH.

A proposer who wishes to fund additional specialty mental health services that meet the above criteria must seek prior approval in writing from DMH.

## **SERVICE EXHIBIT B LEAD AGENCY**

### **MHSA INNOVATION 2 TRAUMA RESILIENT COMMUNITIES: COMMUNITY CAPACITY BUILDING**

#### **1. OVERVIEW**

LACDMH's INN 2 Project centers on the creation and implementation of place-based community partnerships within geographically-defined communities (referred to subsequently as communities) as a method to support distinct communities to create the collective will to employ various strategies for people of diverse ages to decrease the risk of or reduce the degree of trauma experienced by community members at risk of or with a potentially serious mental illness or serious emotional disturbance.

#### **2. ELIGIBILITY CRITERIA AND PERSONS TO BE SERVED**

Individuals residing in the specified geographically defined areas (referred to as communities) identified by the Lead Agency must be either at risk of or experiencing symptoms of mental illness related to trauma.

#### **3. PROGRAM ELEMENTS AND LEAD AGENCY EXPECTATIONS**

The Lead Agency is expected to arrange for a full-time Lead Agency Project Manager or designated alternate who will act as a central point of contact with the County. "The County is expected to have access to the Lead Agency Project Manager during regular business hours" (A telephone number where the Lead Agency Project Manager may be reached during normal business hours, Monday through Friday is expected to be provided). The Lead Agency Project Manager/alternate is expected have full authority to act for Contractor on all matters relating to the daily operation of this Contract. (Project Manager/alternate will be able to effectively communicate, in English, both orally and in writing.)

The Lead Agency is expected to ensure the following staff and volunteer requirements are met:

- Assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- Criminal Clearance: Contractor is expected to background check their employees as set forth in sub-paragraph 7.4 – Background & Security Investigations, of the Contract.
- Language Ability: All personnel shall be able to read, write, speak, and understand English in order to conduct business with the County. In addition to having competency in English, it is expected the Contractor ensure there is a sufficient number of bilingual staff to meet the language needs of the communities to be served.
- Cultural congruence: Contractor's staff and the staff of partner agencies is expected to reflect the ethnic and cultural diversity of the proposed community.

## **SERVICE EXHIBIT B LEAD AGENCY**

- **Service Delivery:** Contractor is expected to ensure all staff and volunteers providing services in the INN 2 strategy(ies) are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors and learning, and communication styles within the community the Contractor provides services.
- **Driver's License:** Contractor is expected to maintain copies of current driver's licenses, including current proof of auto insurance copies of staff providing transportation on an as-needed basis to clients.
- **Driving Record:** Contractor is expected to maintain copies of Department of Motor Vehicles (DMV) printouts for all Contractors' drivers providing service under this Agreement. These reports shall be available to DMH upon request. DMV check of Contractor's staff may be required at the discretion of the County as a condition of beginning and continuing work under any resulting Contract. The cost of DMV checks is the responsibility of the Contractor.
- **Education and Experience:** Contractor is expected to be responsible for securing and maintaining staff who possess sufficient lived experience and expertise required to provide services in the SOW. When applicable, Contractor is expected to obtain written verification for staff with foreign degrees, verifying these degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education.
- **Documentation:** Contractor is expected to maintain documentation in the personnel files of all peer staff, interns, and volunteers of: (1) all training hours and topics; (2) work schedule; and, (3) fax and telephone numbers, and any non-English Los Angeles County threshold-languages spoken by staff.
- **Rosters:** Contractor is expected to provide DMH, at the beginning of each Agreement term and within 30 days, any staff change(s) and a roster of all staff, including: (1) name and positions; (2) work schedule; and (3) business fax and telephone numbers.
- **Changes in Staffing:** Contractor is expected to advise DMH in writing of any change(s) in key personnel at least twenty-four (24) hours before proposed change(s) occur, including name and qualifications of new personnel and ensure no interruption of services occurs as a result of the change in personnel.
- **Work Stoppages:** Contractor is expected to have a plan for providing sufficient and appropriate staff to meet the terms of the contract in the event of a work stoppage.
- Contractor is expected to ensure their employees and employees of partner organizations identify themselves to the public appropriately as set forth in sub-paragraph 7.3 – Contractor's Staff Identification, of the Contract.
- **Materials and Equipment:** The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor is expected to use materials and equipment that are safe for the environment and safe for use by the employee.
- **Training:** The Contractor is expected to orient all partner agencies, staff and volunteers on INN 2 services prior to their beginning service and shall

## **SERVICE EXHIBIT B LEAD AGENCY**

complete preliminary training within thirty (30) business days of their start date and provide ongoing training throughout the life of the project. The Contractor is expected to ensure all staff and volunteers are trained concerning the Health Insurance Portability and Accountability Act (HIPAA), as it relates to this project, to assure compliance with established regulations. INN 2 record keeping and documentation, and other training determined by the Department.

- It is expected that all employees be trained in their assigned tasks and in the safe handling of equipment. All equipment is expected be checked daily for safety. Where applicable, all employees are expected to wear safety and protective gear according to OSHA standards.
- Contractor's Office: Contractor is expected to maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, it is expected an answering service be provided to receive calls. The Contractor is expected to answer calls received by the answering service within 1 business day of receipt of the call.

It is expected that within 30 days of receiving a contract, the INN 2 lead agency and partners be headquartered in the proposed community. The INN 2 program site(s) where specific strategies will be employed are expected to be situated so as to ensure easy and reliable access to major public transportation routes/hubs and freeways or major thoroughfares. Proximity to other support services and community centers shall be prioritized by the INN 2 lead agency Contractor.

Service shall be provided by INN 2 lead agencies and their partners at locations in the community.

Contractor is expected to request written approval from DMH, a minimum of 30 days before re-locating the address of the agency's headquarters.

### **Administrative Tasks**

- Record Keeping: The Contractor is expected to keep a record of participants and services provided related to the contract expectations, as well as the dates, agendas, sign-in sheets, and minutes of all INN 2 planning and coordination meetings within and across the agencies participating in this Innovation project.
- Evaluation Tools: The Contractor is expected to provide community member participants of the INN 2 program and their families, where appropriate, with a tool by which to evaluate the services rendered by Contractor, INN 2 staff and make this information available to DMH upon request.
- Data Entry: The Contractor is responsible for collecting and entering any data, including demographic and outcome information, required by DMH.

## **SERVICE EXHIBIT B LEAD AGENCY**

Contractor shall ensure the data is recorded and entered according to direction by the DMH and DMH's evaluator of Innovation.

- **Computer and Information Technology Requirements:** Contractor is expected to acquire a computer system, within 60 days of commencement of the Agreement, with sufficient hardware and software and an agreement for its on-site maintenance for the entire term of this Agreement, in order to comply with the terms of the contract.
- **Cooperation:** The Contractor is expected work cooperatively with DMH Information Technology Services staff when necessary and the contracted program evaluator. Contractor is expected to be able to electronically invoice the County on a monthly basis via Mode 60 invoicing.
- **Data Collection:** Contractor is expected to collect, enter, manage, and submit specific demographic, and outcome data as directed by DMH to demonstrate client outcomes inclusive of guidelines set forth by DMH and the State. This includes collecting outcome data to assess the INN 2 Project and make mid-course corrections, as necessary, to ensure the achievement of positive client and program outcomes.
- **Hour/Day of Work** Lead agencies and partners are expected to be able to conduct their work during the day, during early evenings and on weekends, as community needs dictate and as residents' schedules allow for active inclusion. As such, hours and days vary. It is at the discretion of the lead agency whether to observe County holidays. County will provide a list of County-recognized holidays.

The Lead Agency is expected to establish a coalition of agencies, groups and/or organizations with identified roles, expectations and in-kind resources and/or support contributed or provided in-kind that tie to the strategies identified as part of INN 2, have the social capital or community influence that will create influence and collective will and action in the proposed community in service of the goals of this project and lead community change efforts through partnership development and coalition building.

The Lead Agency is expected to involve the identified community in the planning, implementation and decision-making, including establishing an advisory committee to guide decision-making and the INN 2 implementation; establish a connection between or among committees, coalitions and other advisory committees involved in local decision-making, including the mental health Service Area Advisory Committees (SAACs); and over the course of the 4 year project ensure community leadership is strengthened so that the capacity of the community to address trauma or trauma risk is sustained beyond the time-limited project.

The Lead Agency is expected to develop a plan, with geographic community input, to create community awareness, action and support for trauma, including trauma risk factors, and its impact on the development of mental illness and its impact on the community and ensure the community residents as well as organizations know how, when and where to refer an individual for a mental health evaluation.

## **SERVICE EXHIBIT B LEAD AGENCY**

The Lead Agency is expected to ensure regular reporting of INN 2 activities to the local SAAC(s), and ensure INN 2 community planning and implementation is coordinated with any Best Start, California Endowment, California Community Foundation or other organized health neighborhood initiatives related to mental health.

The Lead Agency is expected to establish and utilize a comprehensive Quality Control Plan to assure the County the required services are provided at a consistently high level of service throughout the term of the Agreement. The Plan is expected to be submitted to the DMH for review and approval prior to the Agreement start date. The Plan is expected to be effective on the Agreement start date and shall be updated and re-submitted for DMH approval as changes occur. The plan is expected to include, but may not be limited to the following areas:

### **Quality Management**

- Activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.
- Ensuring that services meet requirements for timeliness, accuracy, completeness, consistency and conformity as defined in the SOW.
- Identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable including description of the Quality Improvement strategy and intervention methods.
- Taking any corrective action, if needed, including a commitment to provide to the County upon request a record of all inspections, the corrective action taken, the time the problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action.
- Continuing to provide services to the County in the event of a strike or other labor action of the Contractor's employees.

### **Data Collection**

The Lead Agency is expected establish and implement a Data Collection Plan to collect, manage, and submit data and reports as directed by the DMH. This will include collecting, managing and submitting the data described in the Statement of Work (SOW); ensure the collection and reporting of required data as described in the SOW are submitted timely to LACDMH; ensure data accuracy by managing and resolving any issue dealing with data collection, data entry, data analysis, data reporting, and/or other data accuracy problems; keep record of all inspections conducted, any corrective action



## **SERVICE EXHIBIT B LEAD AGENCY**

taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, and provide to the County upon request.

The Lead Agency and its representatives from each partner agency is expected to participate in regular learning collaborative meetings where data and progress will be reviewed to determine progress toward achieving the goals of this project.

### **Information Technology, Privacy & electronic Security**

The Lead Agency is expected to have the capacity for an electronic information system compatible with the DMH's electronic system and have the ability to collect, manage, and submit data as directed by DMH in order to ensure consistently high level of services throughout the term of the contract and demonstrate outcomes inclusive of guidelines and regulations set forth by DMH and the Mental Health Services Oversight and Accountability Commission.

The Lead Agency is expected to collect and submit basic demographic, outcomes, and INN 2 usage and accounting data, in an electronic format.

### **Technology Requirements**

The Lead Agency's electronic system is expected to meet the functional, workflow, and privacy/security requirements listed below under, (*Privacy and Electronic Security*), ensure Internet connection for monthly electronic submission of INN 2 information and comply with all applicable State and Federal regulations affecting the maintenance and transmittal of electronic information.

### **Work Flow Requirements**

The Lead Agency is expected to submit data and information to DMH on a monthly basis and as directed by the contracted evaluator to enhance progress toward learning objectives and aid in the evaluation.

### **Privacy and Electronic Security**

The Lead Agency is expected to comply with Federal and State laws as they apply to protected health information (PHI), individually identifiable health information (IIHI), and electronic information security; comply with the HIPAA privacy and security regulations independently of any activities or support of DMH or the County of Los Angeles.

The Lead Agency that is deemed a "Business Associate" of County under the Health Insurance Portability Accountability Act of 1996 ("HIPAA"), is expected to enter into a Business Associate Agreement with the County of Los Angeles to ensure compliance with the privacy standards. (A Business Associate Agreement will be required between the covered entity and the logistical services or facility providers in case the

## **SERVICE EXHIBIT B LEAD AGENCY**

subcontractors may handle information regarding the health status of the students who are family members. Non-covered entities is expected to enter a Business Associate Agreement in the case they may handle information regarding the health status of the students who are consumers of the family members.) The Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) is attached to the agreement as Exhibit N.

## **SERVICE EXHIBIT B STRATEGY 1**

### **MHSA INNOVATION TRAUMA RESILIENT COMMUNITIES: COMMUNITY CAPACITY BUILDING BUILDING TRAUMA-RESILIENT FAMILIES**

#### **1. OVERVIEW**

Trauma Resilient Communities: Community Capacity Building (Strategy 1) services focus on the development of community partnerships that are equipped to identify and support community members' currently experiencing trauma or at risk of experiencing trauma to reduce the likelihood of the development of mental illness.

The overall primary purpose is to promote interagency or community collaboration related to mental health services, with the target population or intended beneficiaries being those at risk of or experiencing symptoms of mental illness. This strategy will serve as the method for addressing trauma in children ages birth to five and their caregivers and seeking to increase access to underserved groups and increase the quality of mental health services, including better outcomes.

#### **2. ELIGIBILITY CRITERIA AND PERSONS TO BE SERVED**

Building Trauma Resilient Families will target children ages birth to five and their caregivers who have experienced trauma and/or are at risk for trauma. Corresponding activities will be designed to enhance parent/caregiver knowledge of child development and socio-emotional literacy, promote positive social skills in children, and facilitate access to needed natural social support networks and resources.

#### **3. PROGRAM ELEMENTS**

The contractor is expected to provide developmentally appropriate activities designed to reduce the impact of complex trauma (i.e., children exposed to domestic violence, physical abuse, sexual abuse, neglect, traumatic grief and other traumas and adverse childhood experiences including social isolation and disrupted relationships such as removal from a caregiver's care and entering the foster care system) experienced by children and families residing in communities wherein poverty and other early life stressors and forms of violence negatively impact child development.

Children and families who are identified as needing more intensive mental health and/or family support services will be referred to affiliated agencies within that community. Families and young children will receive psychoeducation and be assessed for their exposure to Adverse Childhood Experiences (ACES).

The activities provided will educate the community partners about the impact and consequences of trauma and ways to adapt their settings to be more trauma-informed to enhance the healing process and recovery for families of traumatized

## SERVICE EXHIBIT B STRATEGY 1

young children.

### 4. CONTRACTOR EXPECTATIONS

It is the expectation of the Department that the contractor will ensure:

#### Community Outreach and Engagement

Outreach and engagement to the community through their partnerships and consistent participation in regular meetings of organizations and/or networks of agencies serving caregivers/families with young children. All participating caregivers will receive an overview of the services (including specific modules and activities that they can engage in with their young children) at the time of orientation.

#### Family Support Resources

Identification of specific family support resources and strategies that will be dedicated to Building Trauma Resilient Families including:

- Transportation for families
- Resources for food
- Child care for older children and siblings (when caregivers are with their young children 0-5 for community meetings/gatherings?)
- Engagement with Parent Partners and Parent Advocates

#### Reduction in Social Isolation

Engage parents and young children in developmentally appropriate play activities that is aimed to prevent or reduce trauma in specific underserved communities

Educate parents/caregivers on the impact of trauma on development in a culturally-informed manner and provide education on the impact of Adverse Childhood Experiences (ACES) and interventions to be accessed to address the impact of ACES on family members.

#### Developmentally Appropriate Activities

Provide developmentally appropriate activities or modules to groups of caregivers with young children, including strategies that promote young children's social skills and parent's knowledge of child development and socio-emotional literacy and parent's knowledge of the impact of adverse childhood experiences (ACES) on early childhood development.

#### Screening for Trauma & Enhancing Trauma-Informed Community Supports

Create or utilize an existing screening tool to identify the impact of Adverse Childhood Experiences (ACES) on the family's functioning. Train community partners in the importance of screening for Adverse Childhood Experiences (ACES) to allow community partners to be able to continue to recognize the impact of trauma and Adverse Childhood Experiences (ACES) on child development and family functioning in the future. Strengthen the skills and knowledge of community partners to allow community networks to modify and adapt their community sites/services to be more trauma-informed and less re-traumatizing for families of young children with

## **SERVICE EXHIBIT B STRATEGY 1**

exposure to trauma and/or Adverse Childhood Experiences.

### **Mental Health Service Referrals**

Provide linkage and support to children and families with significant needs for mental health and/or family support services. Provide training to community partners on how to refer children and/or their caregiver for existing birth to five Prevention and Early Intervention Evidenced Based Practices (EBPs) and services.

### **5. POTENTIAL USE OF CSS FUNDS FOR STRATEGY ACTIVITIES**

- SFC 72: bus tokens, Referral and linkage of individuals needing additional social support from another organization, stipend for toys needed for community activities for young children, childcare for older children/siblings during parents and young children group gatherings
- SFC78: Parent partner support services to families of young children

## **SERVICE EXHIBIT B STRATEGY 2**

### **MHSA INNOVATION TRAUMA RESILIENT COMMUNITIES: COMMUNITY CAPACITY BUILDING TRAUMA-INFORMED PSYCHO-EDUCATION AND SUPPORT FOR SCHOOL COMMUNITIES**

#### **1. OVERVIEW**

Trauma Informed Psycho-education and Support for School Communities (Strategy 2) provides training and/or workshops on recognizing behaviors and symptoms of stress and trauma in children to early care/education (EC/E) and school personnel and community mentors who work with children ages 3-15. The workshops should also teach simple trauma-informed coping techniques (attunement skills, self-regulation, affect management, mindfulness, meditation, breathing, etc.) that can be implemented within EC/E and school settings to reduce stress experienced by children.

#### **2. PERSONS TO BE SERVED**

The contractor is expected to provide training and or workshops to EC/E and school personnel and community mentors who work with children ages 3-15 who have experienced community violence & child abuse (exposure to domestic violence, physical abuse, emotional abuse, and sexual abuse).

#### **3. PROGRAM ELEMENTS**

The contractor is expected to provide workshops that teach simple trauma-informed coping techniques (attunement skills, self-regulation, affect management, mindfulness, meditation, breathing, etc.) that can be implemented within EC/E and school settings to reduce stress experienced by children.

#### **4. CONTRACTOR EXPECTATIONS**

It is the expectation of the Department that:

The contractor ensures they have a history of collaboration and/or outreach and engagement with early care/education (EC/E) programs/agencies and schools in the designated community who have agreed to partner with the proposer to implement such training.

The contractor identifies relevant community issues/events/conditions relative to trauma experienced by the children and families they serve, including sociocultural needs, daily living experiences that contribute to trauma and trauma associated with homelessness, poverty, domestic violence in the home, community violence and

## **SERVICE EXHIBIT B STRATEGY 2**

traumatic grief due to caregiver loss associated with community violence and their corresponding training needs and desired focus areas.

The contractor identifies selected participants for the training (e.g., teachers, aides, counseling and family support staff, community outreach and activity coordinators, parent/caregiver engagement specialists, community mentors, supervisors/managers/administrators, etc.)

The contractor will have a history of delivering training and/or consultations on trauma that are developmentally-informed (ranging from pre-school to early adolescence) to audiences in community-based settings.

The contractor's training curriculum, at a minimum, addresses:

- Recognizing & Identifying Trauma Symptoms in Young Children and Students
- Talking to Caregivers & Family Members about a Child's Trauma History
- Potential EC/E Program or School Accommodations to Support Children
- Trauma-Informed Coping Skills

The contractor's technical assistance plan should include resources and activities that will support the training provided, including activities geared toward educator retention related to burn-out and vicarious trauma and how trauma-informed approaches will be sustained in the classroom.

The contractor will have qualified lead trainers with appropriate experience and possibly certification in developing and implementing trauma-informed training curricula. The trainers will also be experienced in providing training (utilizing various formats and models) to different levels of staff from EC/E programs and schools as well as parents and community partners. Consultants with corresponding experience in developing and implementing trauma-informed curricula for the designated participants (both professional and community level) may also be identified.

### **5. CSS CLAIMING FOR STRATEGY 2**

#### **Mode 60 (CSS)**

- SFC 72: Sensory items/toys or items/manipulatives needed to help children practice trauma coping skills
- SFC 78: Staff salaries and administration costs

## **SERVICE EXHIBIT B STRATEGY 3**

### **MHSA INNOVATION TRAUMA RESILIENT COMMUNITIES: COMMUNITY CAPACITY BUILDING TRANSITION AGE YOUTH (TAY) PEER SUPPORT NETWORK**

#### **1. OVERVIEW**

Trauma Resilient Communities: Community Capacity Building (Strategy 3) services focus on the development and implementation of the Transition Age Youth (TAY) Peer Support Network to bring together their community partners (including housing providers) and TAY Peers who will meet on a monthly basis within the community to organize and coordinate the resources of the partners and direct the work of the TAY Peers to encourage positive social connectedness and assist TAY in obtaining and/or maintaining housing.

The overall primary purpose is to promote community collaboration through the implementation of a TAY Peer Support Network related to mental health services, with the target population or intended beneficiaries being those who are currently/formerly homeless and those at risk of homelessness who are experiencing/have experienced trauma. This strategy will serve as the method for addressing trauma in individuals ages sixteen to twenty-five with a focus on increasing access to mental health and supportive services for underserved groups and improving the quality of mental health services., -.

#### **2. ELIGIBILITY CRITERIA AND PERSONS TO BE SERVED**

The TAY Peer Support Network will target current, formerly, and at risk of becoming homeless TAY ages sixteen to twenty-five who are at risk of or are experiencing trauma due to the circumstances that led to their homelessness and/or the experience of being homeless.

#### **3. PROGRAM ELEMENTS**

The contractor, through the TAY Peer Support Network is expected to meet monthly and implement peer relationship-focused outreach and engagement strategies designed to encourage positive social connectedness, enhance the TAY's knowledge of community resources, and assist TAY with obtaining and/or maintaining housing and gaining access to needed natural social support networks and resources.

The TAY Peers will receive training in Mental Health First Aid and other training focused on recognizing mental illness and be equipped with the knowledge and skills to identify symptoms related to trauma and mental illness, using safe and appropriate engagement techniques, and refer and link when appropriate.



## SERVICE EXHIBIT B STRATEGY 3

Social media and other technology will be utilized in order for the TAY Support Network to share resources and information, and engage the TAY population at risk of social isolation. The social media and technology methods should provide a confidential network for the TAY and TAY Support Network in sharing resources and information to identify and engage this population at risk of social isolation.

TAY peers will receive resources for mental health, linkage to supportive services or housing resources, including rental assistance and housing subsidies, to currently and formerly homeless TAY who are at risk of or are experiencing trauma due to the circumstances that led to homelessness, as identified through outreach and engagement and needing mental health services or an evaluation.

TAY-focused events will provide opportunities for positive relationships and prosocial recreation in order to enhance positive social connections through non-traditional and innovative engagement efforts. TAY residents will be provided incentives to participate in these events (i.e.: gift cards).

### 4. CONTRACTOR EXPECTATIONS

It is the expectation of the Department that the contractor will ensure:

#### Staffing

The contractor will employ at a minimum, 5.0 Full Time Equivalent (FTE) TAY (aged 18-25) Peers, who reside within the community where the contractor is to deliver the services within this Service Exhibit. These TAY Peers should be representative of the various ethnic/cultural considerations of the community and should have similar lived experience as the TAY they intend to serve.

#### Community Outreach and Engagement

Outreach and engage, at a minimum, 100 current and formerly homeless TAY, who are experiencing/have experienced trauma to assist them with obtaining and/or maintaining housing. The TAY Peer Support Network should prioritize engaging TAY at an increased risk of experiencing homelessness and trauma in a manner which is sensitive to all ethnic/cultural backgrounds, including but not limited to TAY who are identified during outreach as being:

- TAY from different ethnic/cultural groups who experience racism, poverty, former gang involvement, history of drug and alcohol abuse, or other negative social circumstances
- LGBTQ TAY who experience bullying and/or stigmatization as it relates to the coming out process and identifying as LGBTQ
- TAY who are physically, verbally, and sexually abused, including victims of Commercial Sex Trafficking
- TAY formerly involved with and now aging out of the dependency/juvenile justice service provider system.

The Outreach and Engagement of the TAY Support Network should implement

## **SERVICE EXHIBIT B STRATEGY 3**

approaches and peer input that focus on developing positive social connections among current and formerly homeless TAY who are emotionally and physically vulnerable and who experienced or at risk of experiencing trauma. As part of their engagement approaches, the TAY Support Network should provide settings and opportunities for current and formerly homeless TAY to develop the protective factor of social connectedness through TAY Support Network events that provide opportunities for engagement, education and positive social connections, increasing connectivity through innovative, non-traditional engagement efforts, and appeal to current and formerly homeless TAY who are experiencing/have experienced trauma, without being limited to only resource fairs and educational seminars/conferences.

The TAY Peer Support Network will utilize two approaches: a universal prevention approach to outreach and engage all TAY within the community to help reduce their risk factors of social isolation and improve their protective factors of positive social connections; and a secondary prevention approach to connect TAY, who are impacted by the trauma of social isolation, to community-based mental health services and supports.

### **Utilization of Social Media and Technology**

The TAY Peer Support Network shall implement the use of social media and technology methods - through a confidential network - to identify and engage the TAY population at risk of social isolation and trauma. The plan for implementation should include:

- Specific social media to be used for engagement
- Sharing of resources via technology methods
- Ways that the TAY Peer Support Network will engage specific at-risk populations
- Security measures that will be used to ensure confidentiality for the user

### **Reduction in Social Isolation**

Outreach and engagement through the TAY Peer Support Network will be to individuals by either direct contact or social media- and technology methods.

Through outreach and engagement, TAY Peers will be encouraged to promote positive social connectedness and to assist current and formerly homeless TAY obtain and maintain housing and community resources, in order to reduce the TAY's risk of social isolation and help them develop positive relationships with others from various backgrounds in the community.

### **Linkage and Referral**

90% of those current and formerly homeless TAY who are identified through outreach and engagement efforts are provided with referral and linkage resources for mental health, supportive services and housing services.

Individuals referred for a mental health evaluation, mental health services, or other services and supports, including housing resources, should receive a follow-up

## SERVICE EXHIBIT B STRATEGY 3

connection to ensure that services were accessible and met the individual's needs. The TAY Peer Support Network will develop a tracking mechanism of those who are being referred/linked to services and supports.

### Mental Health Service Referrals

## 5. POTENTIAL USE OF CSS FUNDS FOR STRATEGY ACTIVITIES

Client Supportive Services (Mode 60) funds will be utilized for the following:

- Any administrative/staff time allotted by the TAY Peer Support Network for the monthly meetings within the community to organize and coordinate resources (salaries, benefits, operating expenditures), that is not reimbursable through Community Outreach Services (COS) – Service Function Code (SFC) 78.
- The TAY Peer Support Network, including the TAY Peers, to receive training, such as Mental Health First Aid and other trainings focused on recognizing mental illness, in identifying symptoms related to trauma and mental illness – SFC 78.
- Any expenditures incurred related to supporting the client, including, but not limited to, recreational/social activities, school supplies, hygiene items, transportation, or vocational needs – SFC 72.
- Any expenditures related to the implementation of social media platforms and/or other technology methods (social media infrastructure) to connect current and formerly homeless TAY within the community to each other and to the TAY Peer Support Network – SFC 75.
- The TAY Peer Support Network to provide resources for mental health, linkage to supportive services or housing resources, including rental assistance and housing subsidies, to currently and formerly homeless TAY who are at risk of or are experiencing trauma – SFCs 70 & 72.
- The TAY Peer Support Network to provide settings and opportunities for current and formerly homeless TAY through events that allow engagement, education and positive social connections by utilizing innovative, non-traditional engagement efforts. In order for the TAY to participate in these events, the Network provides incentives, such as gift cards and other tangibles – SFC 72.

## SERVICE EXHIBIT B STRATEGY 4

### MHSA INNOVATION TRAUMA RESILIENT COMMUNITIES: COMMUNITY CAPACITY BUILDING COORDINATED EMPLOYMENT WITHIN A COMMUNITY

#### 1. OVERVIEW

The Coordinated Employment Strategy aims to create a network of businesses within a community that will provide job opportunities to individuals who are mentally ill and homeless/formally homeless. Job opportunities will be sought out in the competitive employment market and through the development of social enterprises within the neighborhood. A standardized employment assessment tool and a coordinated, systematic approach will be used to match the individuals to the jobs opportunities that the network of businesses provides. The current Coordinated Entry System that has been developed across the County to match individuals who are homeless to housing will be leveraged to target those individuals that have obtained permanent housing and to match individuals to jobs. Supportive services to help individuals apply for and obtain and retain employment will be provided to each participant and will include peer service providers and support groups.

#### 2. POPULATION TO BE SERVED

The target population Transition Age Youth, adults and older adults who have a Severe Mental Illness (SMI) have transitioned from homelessness to permanent housing and have experienced trauma.

#### 3. SERVICES TO BE PROVIDED

The following services shall be provided:

- 3.1 Employment assessment. The assessment shall include the client's interests, skills, strengths, barriers to employment and benefit planning needs.
- 3.2 Individualized employment plan. The individualized employment plan shall be developed in collaboration with the client and the mental health treatment team and shall include:
  - The client's employment goal.
  - Short term measureable objectives to meet the client's employment goal.
  - Any identified employment barriers.
  - The interventions that will be provided to assist the client overcome the identified employment barriers.

## **SERVICE EXHIBIT B STRATEGY 4**

- The target date for completion of the objectives.
- The name of the staff that is responsible for assisting the client with each identified objective.

### **3.3 Job preparation services shall include:**

- Job application preparation.
- Resume development.
- Interviewing techniques.
- Grooming and hygiene for the workplace.
- Acceptable work behaviors and work ethics.
- Providing information about protections under the Americans with Disabilities Act (ADA), the Job Accommodation Network and any potential workplace accommodations needed.
- Identification of additional support services needed, including but not limited to, transportation and childcare.
- Identification of whether the client wants to disclose their disability to an employer and how this will impact job development and retention services.

### **3.4 Job development and placement services shall include:**

- Assisting the client with job searches including transportation as needed.
- Developing and maintaining relationships with employers for the purposes of:
  - Identifying job openings.
  - Negotiating a new job description based on an employer's current unmet workplace needs and the client's goals and strengths.
  - Modifying an existing job description containing one or more but not all of the original job description tasks.
  - Creating job sharing opportunities where two or more people share the tasks and responsibilities of one job based on each other's strengths.
- Obtaining detailed work site requirements and qualifications for job opportunities to ensure the client's success on the job.
- Consulting with the client and/or employer on the job site to identify barriers to the client's success and making relevant modifications to enhance the client's ability to perform the essential functions of the job.
- Analyzing the work site to identify job accommodations if needed.
- Assisting the client with the interviewing process.
- Assisting the client with transportation needs if necessary.

## **SERVICE EXHIBIT B STRATEGY 4**

### **3.5 Job retention services shall include:**

- Contacting the client a minimum of weekly during the first 30 days after the client becomes employed and as needed but at least every two weeks for the following 60 days and once a month for the following 3 months. The purpose of the contacts is to assess job fit and identify any issues that may impact job retention, client concerns or anxieties, or other barriers that may impact retention and provide any needed interventions.
- Collaborating with the mental health treatment team a minimum of weekly during the first 30 days after the client becomes employed and a minimum of every two weeks for the following 60 days and at least once of month for the following 3 months to identify any mental health issues that may impact job retention that need to be addressed by the mental health provider.
- As authorized by the client, contacting the employer a minimum of every two weeks during the first 30 days of the client's employment and a minimum of monthly for the following 60 days and as needed thereafter to determine their satisfaction with the client's performance and with the terms of the client's employment and providing any needed interventions.
- Identifying and linking the client to community-based employment retention supports.
- Collaborating with the mental health team to assist the client to develop strategies to maintain wellness and/or manage a crisis on the job and updating their employment plan to include these strategies.

### **3.6 Disability benefits education and planning shall include:**

- Providing education about work incentives to clients who receive financial assistance including but not limited to General Relief, Supplemental Security Income (SSI) and Social Security Disability Insurance (SSDI).
- Explaining the impact of working and earning additional income on benefits including SSI, SSDI, GR, Medi-Cal, Medicare, subsidized housing, In Home Supportive Services and CalFresh.
- Providing clients with a written report that demonstrates how earnings from employment will change benefits immediately, during the first year of employment, and over a period of 5 years of employment.
- Collaborating with the mental health treatment team to identify services and supports to address client issues that may impact clients' finances including but not limited to pending legal debts and outstanding child support. Assisting clients to identify and implement strategies to report wages as required.
- Providing clients with an analysis, if applicable, of how additional work hours, a promotion, or a change in jobs will impact their benefits.
- Informing and assisting clients with obtaining other resources including but limited to eligibility for the Earned Income Tax Credit, asset

## **SERVICE EXHIBIT B STRATEGY 4**

building/savings programs and the Medi-Cal 250% Working Disabled program.

- Linking clients to community-based benefits planning, if applicable, prior to discharge from the EPP.

### **4. TERMINATION FROM SERVICES**

Services shall be terminated when:

- The client is not engaging in the EPP for a minimum of two (2) months despite repeated documented efforts to engage the client.
- The client has retained employment for a minimum of 6 months.

### **5. SERVICE DELIVERY SITES**

Services shall be provided at a location of the client's choice.

### **6. SERVICE DAYS/HOURS**

The services described in Section 3 shall be provided in person and shall be provided 52 weeks a year a minimum of 40 hours a week. Staff is required to be available after regular business hours to meet with clients who are not available during regular business hours because they are employed.

### **7. STAFFING REQUIREMENTS**

The following full time staff is required:

- Two (2) Full Time Equivalent (FTE) employment specialists/job developers who have a minimum of one (1) year experience providing employment services and/or job development to individuals with barriers to employment, including having a mental illness.
- One (1) FTE program manager/job developer with a minimum of two (2) years' experience overseeing an employment program that serves individuals who have barriers to employment including having a mental illness and one (1) year experience providing job development to individuals with barriers to employment, including having a mental illness.
- One (1) FTE peer advocate with lived mental health experience who has a minimum of 6 months recent volunteer or work experience providing peer support or other client services in a social service agency.

## SERVICE EXHIBIT B STRATEGY 4

### 8. PERFORMANCE REQUIREMENTS SUMMARY

The three (3) Performance Requirements that assess the agency's ability to provide the required services are as follows:

<b>PERFORMANCE REQUIREMENT</b>	<b>MONITORING METHOD</b>
100 clients will be served at any given time.	DMH will use data submitted to monitor.
40% of the clients who are assisted will obtain competitive employment.	DMH will use data submitted to monitor.
Of the clients that obtain competitive employment, 50% will retain employment for a minimum of 90 days.	DMH will use data submitted to monitor.



## SERVICE EXHIBIT B STRATEGY 5

### MHSA INNOVATION TRAUMA RESILIENT COMMUNITIES: COMMUNITY CAPACITY BUILDING COMMUNITY INTEGRATION FOR INDIVIDUALS WITH A MENTAL ILLNESS WITH RECENT INCARCERATIONS OR WHO WERE DIVERTED FROM THE CRIMINAL JUSTICE SYSTEM

#### 1. OVERVIEW

Strategy 5 will focus on finding the most effective strategies to reintegrate individuals into the community who have experienced a mental illness, history of trauma, and/also were either incarcerated or diverted from the judicial system. The objective is to provide pro-social community supports, housing and substance abuse services understanding that trauma is often re-activated after release from jail due to social isolation and stigma.

#### 2. PERSONS TO BE SERVED (Target Population)

The contractor will provide services to either or both incarcerated or diverted individuals who also have a mental illness and history of trauma and are being reintegrated into the community. The Age Group (s) of Focus includes Transitional Age Youth (TAY) ages 18+, Adults, and Older Adults.

#### 3. PROGRAM ELEMENTS

This strategy will capitalize on knowledge and networking of community groups dedicated to community reintegration for incarcerated or diverted individuals. It is the expectation of the Department that the Contractor establish a consortium or utilize an existing group, if their mission and vision aligns with the project and meets performance expectations, to act as a community body to facilitate community reintegration, including providing support for the implementation of this strategy.

#### 4. CONTRACTOR EXPECTATIONS

It is the expectation of the Department that the Contractor:

##### A. Establish a Consortium:

Either create or utilize an existing consortium that meets at least monthly and that shall minimally include a representative from mental health, law enforcement, a person with lived experience of mental illness and involvement in the criminal justice system, a community representative and a representative from the faith based community.

##### B. Provide Training:

DMH will require tracking on a quarterly basis the number of trainings the contractor implements and the number of individuals attending, the specific population trained, along with the area of focus.

##### 1. Court Staff:

- Identify trainers and train court staff, substance use agencies and other related community agencies on working with this target population.

## **SERVICE EXHIBIT B STRATEGY 5**

- Develop or choose curriculum that will cover; mental health disorders and the recovery model, cultural and stigma awareness, and local mental health services.
- Conduct a minimum of **two (2)** trainings to substance abuse, and/or criminal court agencies per year.
- Coordinate activities related to establishing training site including registration, record-keeping, and training site

### **2. Mental Health Providers:**

- Identify trainers and train mental health providers in the proposed community
- Develop or choose a curriculum that will cover; effective practices in treating justice involved populations, addressing the link between trauma and justice involvement , criminogenic factors and strategies shown to reduce recidivism and increase integration into one's community
- Conduct a minimum of **four (4)** trainings to mental health providers in the community
- Coordinate activities related to establishing training site including registration, record-keeping, and training site

### **3. Law Enforcement:**

- Identify experienced trainers in the Crisis Intervention Team (CIT)
- Coordinate training of the local law enforcement on the CIT curriculum.
- Conduct a minimum of **two (2)** trainings to law enforcement
- Coordinate activities related to establishing training site including registration, record-keeping, and training site

### **C. Establish Affordable Housing:**

Establish partnerships with landlords, housing agencies and other social service agencies to establish affordable housing for this target population. DMH will require a quarterly tracking of the following:

- The contractor shall specify the number of housing units to be made available to this target population
- The contractor shall specify the Innovation 2 funding to be spent on housing
- The contractor shall identify the number of landlords who will provide housing to the target population
- The contractor shall identify the number of units funded through in-kind support and partnerships established or grant funded
- The contractor shall specify the timeline for housing procurement
- The contractor shall identify one (1) approach to engage local landlords or property management companies which will promote stigma reduction throughout the proposed community

## SERVICE EXHIBIT B STRATEGY 5

### **D. Establish Relationships with Community Centers, Clubs, Groups, or Faith-Based Organizations:**

- Identify at least three (3) community centers, clubs or groups, and faith based organizations, annually, and work with them to modify their mission to include welcoming this target population
- Develop and conduct a presentation that focuses on methods to welcome and include community members who have mental illness and history of incarcerations
- Develop a focus group with community agency leaders to brain storm methods for welcoming community members with mental illness and histories of incarcerations and incorporation into their mission per year

### **E. Establish Relationships with Self-Help Community Support Groups to Welcome Individuals with co-occurring mental health and substance use conditions and incarceration histories:**

- Identify and engage existing, and where few exist, establish new self-help community support groups to welcome individuals in this target population
- Develop and implement a focus group involving self-help community groups
- Recruit **three (3)** self-help community leaders to establish and maintain a self-help group

### **F. Facilitate Improved Communication Protocols and Structures for Sharing Information between Jail Personnel and Mental Health Navigators to Support Reintegration for those Exiting or Being Diverted from Incarceration and Need Access to Mental Health Services:**

- Develop and update agency flow chart and/or resource director for jail personnel, mental health navigators, and providers, including a staff contact list for all agencies
- Minimally update the resource directory every 90 days to ensure all information is accurate
- Develop and update a resource guide(s) that identify and list all agencies in your community that provides mental health, substance abuse, and supportive services.

## **5. CSS CLAIMING FOR STRATEGY 5**

### **Mode 60 (CSS)**

- SFC 70: Funding for housing search, rental security deposit, 1<sup>st</sup> and last month rent, eviction prevention, credit report, utilities, gas, stove, refrigerator, water, and agency management fees.
- SFC 72: Food, gift cards, transportation, bus passes, tokens, fuel/ registration, taxi vouchers, supports/ assist client in benefit establishment,

## **SERVICE EXHIBIT B STRATEGY 5**

shoes, clothing, education, vocational/ certification expenses, obtaining personal ID/ DL, immigration fees.

- SFC 75: One-time costs: funds for locating training sites
- SFC 78: Supplies for trainings, trainer recruitment for salaries and fees, orientation, public service announcement, brochures, peer advocate salaries, technical assistance. Staff salaries and administration costs

## **SERVICE EXHIBIT B STRATEGY 6**

### **MHSA INNOVATION TRAUMA RESILIENT COMMUNITIES: COMMUNITY CAPACITY BUILDING GERIATRIC EMPOWERMENT MODEL (GEM) PROGRAM**

#### **1. OVERVIEW**

GERIATRIC EMPOWERMENT MODEL (GEM) PROGRAM (Strategy 6) focuses on developing community partnerships to identify and support vulnerable homeless older adults living on the street who experience trauma and are at risk for developing mental illness.

This strategy offers three program components: 1) Information and education on effective communication strategies for stakeholders such as community businesses and residents on interacting with homeless older adults in their community; 2) a homeless senior empowerment center for seniors to access during the day, offering a range of services; 3) linkage to mental health, health, and senior service providers.

#### **2. ELIGIBILITY CRITERIA AND PERSONS TO BE SERVED**

Geriatric Empowerment Model (GEM) Program will target homeless older adults, ages sixty and over (60+), who have experienced trauma and/or are at risk for trauma and mental illness.

#### **3. PROGRAM ELEMENTS**

The contractor will provide services for homeless older adults designed to reduce or prevent homelessness, trauma, social isolation, and marginalization by providing the following:

1) Outreach and engagement with community businesses to increase knowledge of resources, support services and ways to communicate and engage homeless older adults. The goal is to increase understanding of the mental health needs and trauma associated with homelessness and create community settings that are trauma-informed to enhance the healing process and recovery for the homeless older adult population.

2) Establish a homeless Senior Empowerment Center (SEC) for seniors to access during the day. The site will be identified in a geographic area of the community where homeless older adults frequent. This physical space will be adapted to accommodate older adults with physical disabilities, including mobility and/or other sensory challenges. The SEC will also establish and implement a safety and security plan.

## SERVICE EXHIBIT B STRATEGY 6

The following core services will be provided at the SEC:

- Mental health, health and trauma screenings
- Substance use screenings
- Housing resources
- Two meals per day and snacks
- Access to showers, toiletries, laundry facilities, clothing, and computer services
- Recreational activities
- Flex funding
- Information and education related to older adult, aging and homelessness
- Case management including linkage to housing resources and medical needs

3) Linkage to mental health services, social support networks, and resources within their community. Appropriate linkage, follow up and tracking methods of referred individuals to resources will be necessary for this strategy to ensure the referral is completed and linkage occurs.

#### 4. CONTRACTOR EXPECTATIONS

It is the expectation of the Department that the contractor will ensure:

The center will be open Monday-Friday from 8:00 a.m. until 5:00 p.m.

##### Community Stakeholder Education

Outreach and education to residents and business stakeholders within the community on best practices for communicating and engaging homeless older adults on issues that face the population, and to identify community resources including the Senior Empowerment Center (SEC). The Senior Empowerment Center (SEC) would also serve as a resource to address the issue of homeless older adults to the proposed community as a whole. The educational curriculum may include training modules such as the following:

- Trauma experienced by older adults who are homeless
- Conflict Resolution Techniques
- Overview of Aging Process
- How to Effectively Engage and Refer Homeless Older Adults to Available Services
- Mental Health 101 – (Mental health overview)
- Mental Health First Aid

##### Community Outreach and Engagement

Outreach and engage to the community through their partnerships and community stakeholders to identify and connect to homeless older adults in the community who are historically hard to engage so that they become frequent visitors and participants at the SEC.

## **SERVICE EXHIBIT B STRATEGY 6**

### Senior Empowerment Center (SEC) Resources

Identification of specific support resources and strategies that will be dedicated to offering support to the homeless older adult population by way of the SEC including:

- A warm, safe, clean and supportive atmosphere with a safety plan to promote hope, wellness and recovery
- Health, mental health and housing resources
- Resources for food, including two meals per day and snacks
- Access to showers, toiletries, laundry facilities and clothing
- Substance use screenings and counseling
- Computer access and education for utilizing technology
- Recreational activities to promote social connectedness and reduce social isolation
- Transportation services
- Benefits establishment

### Psycho-Educational Presentations

Development and delivery of psycho-educational presentations for the Community Stakeholder Education (CSE) to offer assistance on ways to communicate to and engage homeless older adults with mental illness who are in the community, with the objective of increasing community awareness of the trauma faced by this population.

### Staffing

Staffing for the program will include professional staff, peer advocates and volunteers who are knowledgeable about issues facing older adults.

## **5. USE OF CSS FUNDS FOR STRATEGY ACTIVITIES**

### **Mode 60 – CSS Flexible Spending**

#### Service Function Code 72 – Client Flexible Support Expenditures

- Gift card - Grocery stores, Target, Walmart
- Food – pantry items
- Transportation – taxi voucher, Uber, Metro pass, bus
- Phone card
- Recreation/social activities - supplies
- Hygiene items – toothpaste/brush, soap, shampoo, comb, lotion, antibacterial gel, sanitation wipes, adult diapers
- Clothing – shoes, socks, gloves, scarf
- First aid kit – bandages, anti-bacterial ointment

#### Service Function Code 75 – Assets

- Van – lease

## **SERVICE EXHIBIT B STRATEGY 6**

- Washer/Dryer
- Computer
- Exercise equipment
- Games, newspapers, magazines, books (cultural/language sensitive)
- Television

### **Service Function Code 78 – Client Support Expenditures**

- Training/educational materials



## **SERVICE EXHIBIT B STRATEGY 7**

### **MHSA INNOVATION TRAUMA RESILIENT COMMUNITIES: COMMUNITY CAPACITY BUILDING CULTURALLY COMPETENT NON-TRADITIONAL SELF-HELP ACTIVITIES FOR FAMILIES WITH MULTIPLE GENERATIONS EXPERIENCING TRAUMA**

#### **1. OVERVIEW**

Culturally Competent Non-Traditional Self-Help Activities for Families with multiple generations experiencing trauma will provide wellness activities to be led by Intergenerational Family and Community Activators (IFCA), who are well versed in the multi-faceted needs of intergenerational families in each of the targeted geographic communities. The wellness activities listed below will promote healing and reconnection by identifying and accessing inherent strengths within intergenerational families and communities. As a result, there will be a reduction in maladaptive behaviors, emotional and relational disturbances, and severe psychological symptoms related to collective, historical, or cumulative trauma.

#### **2. PERSONS TO BE SERVED**

The Contractor will provide services to the family unit, even though there may be specific needs of each family member, whose trauma related mental health needs will be addressed through participation in this program.

#### **3. PROGRAM ELEMENTS**

The Contractor will implement three (3) distinct phases of work:

- 1) Culturally Appropriate Outreach, Education and Engagement (OEE)
- 2) Culturally Appropriate Intergenerational Family Wellness Screening
- 3) Intergenerational Family Healing Activities
  - a) Intergenerational Family Storytelling Groups
  - b) Intergenerational Family Cultural/Non-Traditional Activities
  - c) Intergenerational Family Mentorship Program

#### **4. CONTRACTOR EXPECTATIONS**

It is the expectation of the Department that:

##### **Culturally Appropriate Outreach, Engagement and Education Services**

The Contractor must ensure that all Outreach, Engagement and Education (OEE) efforts are culturally congruent and take into account languages, traditions and networks of each family and reflect the multiple challenges related to trauma that impairs them from engaging in the larger community. Contractor must ensure OEE services are directed at informing, engaging, and educating the families in a community through an ongoing, multiple contact process with an emphasis on

## **SERVICE EXHIBIT B STRATEGY 7**

relationship and trust building. OEE services can include, but are not limited to, the utilization of various approaches/formats such as ethnic media, social marketing campaigns, community bulletins, community mailings, workshops, presentations, etc.

The Contractor must deliver OEE services at non-stigmatizing community settings where families are likely to congregate. OEE services may be provided through collaboration with community-based organizations. Potential locations for OEE services can include, but are not limited to, faith-based centers, community centers, libraries, schools, recreation centers and parks.

OEE services will serve as the primary vehicle for engaging families. Contractor must provide OEE services throughout the program, which can be one-time or ongoing events. OEE services will not have participation restrictions.

The Contractor must provide education services to families in the community about trauma-related mental health issues relevant to the families in the geographic community, as well as provide information on the program and other community mental health & wellness resources. Educational activities can be comprised of workshops, trainings, public service announcements, etc., and shall utilize linguistically and culturally competent resources and materials.

Contractor must submit a schedule of all planned OEE services (including dates, times and locations of intended services, etc.) to LACDMH on a monthly basis as well as upon request. An OEE schedule for a specific month must be submitted on the 25th of the month prior. All scheduled OEE activities must be publicly displayed by Contractor and partners.

### **Culturally Appropriate Intergenerational Family Wellness Screening**

The Contractor must ensure that when a family indicates interest in receiving services, an Intergenerational Family Wellness Screening is completed by the IFCAs, in order to gather background information on the family and all its members as well as to determine what program activities will best meet the trauma related needs of the family. This Intergenerational Family Wellness Screening will serve as the basis for the services provided as part of this strategy.

The Contractor must develop or utilize an existing Intergenerational Family Wellness Screening Tool. Contractor must submit the Intergenerational Family Wellness Screening Tool to LACDMH for pre-approval before use. The Intergenerational

## **SERVICE EXHIBIT B STRATEGY 7**

Family Wellness Screening Tool must be strengths-based and, at a minimum, assess the following:

- Family strengths
- Family mental health supports and resources
- Family engagement within the community
- Trauma related issues that are impacting the family, taking cultural and linguistic factors into account
- Family interest and readiness to participate in any of the three Intergenerational Family Healing Activities
- Family goals for program activities
- Family progress related to services

Contractor must develop a Family Activity Plan which will document a family's participation and progress in services. The Family Activity Plan must be submitted to LACDMH for approval before use. On a quarterly basis, the Family Activity Plan must be reviewed with the family and updated as needed.

### *Enrollment Tracking Forms*

Contractor must complete a Family Enrollment Tracking form upon completion of the Intergenerational Family Wellness Screening and submit to LACDMH within 30 days. A Family Dis-enrollment Tracking form must be completed within 30 days of dis-enrollment and submitted LACDMH. Tracking forms must include demographic information on each family member including age, ethnicity, gender and preferred language.

### *IFCA Training*

Contractor must provide training to IFCA's on how to effectively complete the Intergenerational Family Wellness Screening Tool with a family, including identifying when and how to refer a family for mental health services.

The training must include at least the following four training modules:

- 1) Screening Protocol (overview of screening tool, when and how to administer the tool, etc.)
- 2) Effective communication skills (how to engage families, interview skills, etc.)
- 3) Intake skills (how to assess for family readiness/interest/motivation, identifying signs that a family is in need of a higher level of care and/or crisis management, etc.)
- 4) Community Resources and Referrals (information on family resources in the community, how and when to connect a family to the resources in the community, when and how to refer a family for mental health services, etc.).

## **SERVICE EXHIBIT B STRATEGY 7**

- 5) Mandatory reporting laws and protocol regarding known and suspected abuse (child, adult and elder)

In addition, Contractor must assure that each IFCA receives training on Mental Health First Aid within 30 days of hiring.

Contractor must assure that child abuse, adult abuse and/or elder abuse (either known or suspected) is reported in compliance with mandatory reporting laws.

### **Intergenerational Family Healing Activities**

#### *Intergenerational Family Storytelling Groups*

The Contractor must ensure that the Intergenerational Family Storytelling Groups are facilitated by an IFCA or an experienced, culturally and linguistically competent facilitator who is qualified to facilitate this work.

The Contractor must develop a protocol that outlines the Intergenerational Family Storytelling Group format and process for the groups.

The Contractor must develop a curriculum for each Intergenerational Family Storytelling Groups that includes, at a minimum, the following four curriculum modules:

- 1) Introduction to Storytelling
- 2) Developing Storytelling Skills (writing skills, performance skills, etc.)
- 3) Storytelling Activities (tasks, homework assignments, etc.)
- 4) Developing Communication and Coping Skills (expressing emotions effectively, etc.)

The Contractor must refer and link participants to appropriate clinical services if there is a need for a psychotherapy assessment or intervention for any of the participants in the Intergenerational Family Storytelling Groups. Contractor must develop and maintain a database that tracks referrals that are made. Information on the status of referrals must be made available to LACDMH upon request. The referral database must include demographic information on each family member including age, ethnicity, gender and preferred language.

Contractor must assure that child abuse, adult abuse and/or elder abuse (either known or suspected) is reported in compliance with mandatory reporting laws.

#### *Intergenerational Family Cultural/Non-Traditional Activities*

The Contractor must ensure all cultural/non-traditional activities are geared to addressing trauma related mental health issues relevant to the families in the

## SERVICE EXHIBIT B STRATEGY 7

target population. Cultural/Non-traditional activities can be provided on a one-time or ongoing basis and can include, but are not limited to, the following types of activities:

- Mind/Body Wellness activities (e.g. acupuncture yoga, massages, meditation, gardening, nutrition classes, Zumba classes, etc.)
- Spiritual activities (e.g. spiritual blessings, spiritual counseling, drumming groups, etc.)
- Community engagement activities (e.g. knitting support groups, coffee club support groups, etc.)

Intergenerational Family Cultural/Non-traditional services can either be directly provided by IFCAs or can be subcontracted to individual healers, organizations, or agencies.

\* Contractor and Subcontractor(s) shall be solely liable and responsible for any and all required services, whether provided directly, subcontracted or referred, under this Agreement. Contractor and Subcontractor(s) shall indemnify and hold harmless the County from and against any liabilities and costs arising from, connected with, or related to services and treatments rendered under this agreement by Contractor, Contractor and Subcontractor(s), and/or employees of Contractor and Subcontractor(s).

If there is an indication that a formal mental health assessment is needed, IFCA's should make a referral to a local mental health provider and offer assistance to the family to present for the first appointment. Contractor must develop and maintain a database that tracks referrals that are made. The referral database must include demographic information on each family member including age, ethnicity, gender and preferred language. Information on the status of referrals must be made available to LACDMH upon request.

Contractor must assure that child abuse, adult abuse and/or elder abuse (either known or suspected) is reported in compliance with mandatory reporting laws.

### *Intergenerational Family Mentorship Program*

The Contractor must provide opportunities for families to support each other through participation in a cross-family mentorship program. Families are to be paired such that they can provide support and guidance to each other in the community at any time.

The Contractor must develop Intergenerational Family Mentorship Program policies and protocol that focus on supporting family strengths, and include the following topics:

## **SERVICE EXHIBIT B STRATEGY 7**

- 1) Mentorship initiation (selection and assignment process for mentor and mentee families, etc.)
- 2) Orientation for families (overview of family mentorship program, roles and responsibilities of mentor and mentee families, etc.)
- 3) Family Mentorship Activity Plan development (how to select and implement activities, how to communicate between families)
- 4) Crisis Resolution (how to identify crisis, crisis resolution skills, establishing a plan to address the crisis, etc.)

The Contractor must ensure that the Intergenerational Family Mentorship Program takes a strengths-based approach.

All families participating in the Family Mentorship Program must receive training on Mental Health First Aid.

Contractor may provide family respite care to participants in the Family Mentorship Program. Contractor must submit the request for respite care to LACDMH for pre-approval. Contractor must document the need and justification for respite care on an ongoing basis on the Family Activity Plan.

\* Contractor and Subcontractor(s) shall be solely liable and responsible for any and all required respite care services, whether provided directly, subcontracted or referred, under this Agreement. Contractor and Subcontractor(s) shall indemnify and hold harmless the County from and against any liabilities and costs arising from, connected with, or related to services and treatments rendered under this agreement by Contractor, Contractor and Subcontractor(s), and/or employees of Contractor and Subcontractor(s).

Contractor must assure that Mentor and Mentee families will be able to recognize when a crisis requires clinical intervention and refer out appropriately. If there is an indication that a formal mental health assessment is needed, IFCA's should make a referral to a local mental health provider and offer assistance to the family to present for the first appointment. Contractor must develop and maintain a database that tracks referrals that are made. The referral database must include demographic information on each family member including age, ethnicity, gender and preferred language. Information on the status of referrals must be made available to LACDMH upon request.

Contractor must assure that child abuse, adult abuse and/or elder abuse (either known or suspected) is reported in compliance with mandatory reporting laws.

### *Family Self-Help Group*

The Contractor must ensure that Mentor and Mentee families take part in a family self-help group, which is located in a community setting that is convenient and

## SERVICE EXHIBIT B STRATEGY 7

accessible to families. Contractor must assure that transportation is not a barrier to participation.

### *Staffing*

All staff of the Intergenerational Family Program must be culturally and linguistically competent and be very familiar with the trauma related mental health needs of families in the community. The Program will, at a minimum, have the following staff:

- Program Manager who will be responsible for managing and implementing the Program.
- Administrative Assistant who will be responsible for all administrative support.
- Intergenerational Family and Community Activators (IFCAs) who will conduct OEE activities, the Family Wellness Screenings, and the Family Healing Activities. IFCAs must have experience with community organizing and/or community advocacy efforts within the proposed community and are influential community members.

### 5. CSS CLAIMING FOR STRATEGY 7

#### Mode 60 (CSS)

<b>Strategy Activities</b>	<b>Potential uses of CSS funds for Strategy Activities</b>
Culturally appropriate Outreach, Engagement and Education (OEE)	One-time costs (SFC 75/78) – program brochures, media (TV/Radio spots, newspaper articles) SFC 72 - Food for outreach events, Instructors for OEE activity (if subcontracted out), transportation costs (bus tokens, TAP cards, etc.), Reinforcers/gift cards SFC 78 - Peer staff time
Culturally Appropriate Intergenerational Family Wellness Screening	One time cost (SFC 75/78) – screening tool development, staff training on screening tool, tracking database SFC 72 – transportation costs (bus tokens, TAP cards, etc.), Reinforcers/gift cards SFC 78 - Peer staff time
Intergenerational Family Storytelling Groups	One-time costs (SFC 75/78) – materials for storytelling activities (writing supplies, cameras, computer, video production software, etc.) SFC 72 - Food for Storytelling groups, Instructors for Storytelling Group activities (if subcontracted

**SERVICE EXHIBIT B STRATEGY 7**

	<p>out), transportation costs (bus tokens, TAP cards, etc.), Reinforcers/gift cards SFC 78 - Peer staff time</p>
<p>Engagement of Intergenerational Families in Cultural/Non-Traditional Activities</p>	<p>One-time costs (SFC 75/78) – materials for non-traditional activities (cooking supplies, musical instruments, gardening supplies, etc.) SFC 72 - Food for non-traditional activities, Instructors for Non Traditional activities (if subcontracted out), fees for holistic healing practices (massages, acupuncture, Korean Bath House, meditation classes, etc.), fees for mind/body wellness activities (gym membership, yoga, Zumba, tai chi, etc.), fees for spiritual activities (blessing ceremonies, drumming circles), fees for creative arts group activities (art classes, knitting classes, etc.), transportation costs (bus tokens, TAP cards, etc.), Reinforcers/gift cards SFC 78 - Peer staff time</p>
<p>Intergenerational Family Mentorship Program</p>	<p>SFC 72 - Food for self-help group, transportation costs (bus tokens, TAP cards, etc.), Reinforcers/gift cards, family respite care SFC 78 - Peer staff time</p>
<p>Other</p>	<p>One time costs (SFC 75) – vehicle (van to transport participants)</p>



**EXHIBIT C**  
**STATEMENT OF WORK**  
**CLIENT SUPPORTIVE SERVICES (CSS) FOR**  
**MENTAL HEALTH SERVICES ACT (MHSA) PROGRAMS**

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# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

The Mental Health Services Act (MHSA), adopted by the California electorate on November 2, 2004, created a new permanent revenue source administered by the California Department of Health Care Services (DHCS) for the transformation and delivery of mental health services provided by State and County agencies. The MHSA requires the development of integrated plans including Prevention and Early Intervention, Innovation, and Community Services and Supports that promote hope, wellness resiliency, and recovery.

In order for Los Angeles County to be eligible to receive MHSA funding, it is necessary to expand and transform the services it delivers. In response to the MHSA, the Department of Mental Health (DMH) has designed and implemented programs, contracts, policies, procedures and payment processes that support the provision of these services and fulfill the commitment to do "whatever it takes" to assist clients in improving their quality of life. The MHSA programs, such as Full Service Partnership (FSP) services, are modeled on those provided through Assembly Bill (AB) 2034 which, in addition to mental health services, provides for a full array of services including housing, employment, education, and integrated treatment for co-occurring mental illness and substance abuse disorders.

In addition to the FSP services, DMH provides services to many mentally ill individuals and their families in need of assistance with housing, personal, vocational and program/socialization needs in addition to therapeutic interventions. DMH has developed this Statement of Work (SOW) to facilitate the availability of these services to clients of its MHSA programs whenever needed.

## 2.0 CONTRACT REVISIONS

2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

## 3.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met;

3.2 A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

#### 4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and, Paragraph 8.15, County's Quality Assurance Plan.

##### 4.1 Intentionally Omitted

##### 4.2 Contract Discrepancy Report (SOW Exhibit 1 of Appendix B)

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within 5 workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within 5 workdays.

##### 4.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

#### 5.0 DEFINITIONS

**Client Supportive Services (CSS):** Services provided by MHSA programs that are not billed through units of service that support a client in his/her recovery, including housing, employment, education, and integrated treatment of co-occurring mental illness and substance abuse disorders.

**CSS funds:** Allocated as aggregate pool of funds that should only be used under special circumstances and as a last resort. They are client specific and are only intended to cover the cost of additional and/or alternative supports and services directly related to the client's service plan that lack funding or for which there is no traditional payment mechanism available. The service provider is responsible for utilizing CSS funds in a manner that is clearly tied to the client's treatment and recovery goals. Items must be used in the fiscal year in which they are purchased.

**Mode of Service:** describes a classification of service types used for Client and Services Information System (CSI) and Cost Reporting. This allows any mental health services type recognized by DMH to be grouped with similar services. Modes of Service not allowable under CSS are:

- 05 (24 Hour Services)
- 10 (Less than 24 Hour Day Treatment Program Services)

- 15 (Outpatient Services)
- 45 (Outreach Services)
- 60 (Support Services)

**Service Function Code (SFC):** Numeric-billing codes used to identify a service or service category within a Mode of Service used for billing purposes. The following SFCs pertain to the use of CSS:

- SFC 70: Expenses related to providing housing supports, including housing subsidies or permanent, transitional and temporary housing; master leases, security deposits and other fiscal housing supports.
- SFC 71: Expenses related to the operational costs of providing housing supports to clients including building repair and maintenance, utilities and other operating costs incurred in providing client housing supports.
- SFC 72: Flexible client support expenditures relating to personal, community integration and/or educational client/family/caregiver services and supports.
- SFC 75: Applies to the one-time cost of capital assets dedicated solely to non-Medi-Cal activities. (Not applicable to the PEI program)
- SFC 78: Applies to the cost of salaries, benefits, and related general operating expenditures incurred in providing non-Medi-Cal client supports not otherwise reported in Treatment or Outreach Programs (Mode 05, 10, 15, or 55).

## **6.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **6.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0, and Administration of Contract - County. Specific duties will include:

- 6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

### **CONTRACTOR**

#### **6.2 Project Manager**

- 6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. Contractor shall provide a telephone number where the Project Manager may be reached during the hours of 8:00 a.m. to 5:00 p.m.
- 6.2.2 Project Manager shall act as a central point of contact with the County.

6.2.3 Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

### **6.3 Personnel**

6.3.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

6.3.2 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

### **6.4 Identification Badges**

6.4.1 Intentionally Omitted

6.4.2 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor’s Staff Identification, of the Contract.

### **6.5 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

### **6.6 Training**

6.6.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

6.6.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

### **6.7 Contractor’s Office**

Contractor shall maintain an office with a telephone in the company’s name where Contractor conducts business. The office shall be staffed during the hours of 8:00 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor’s performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within forty-eight (48) hours of receipt of the call.**

## 7.0 SPECIFIC WORK REQUIREMENTS

### 7.1 Program Elements and Services

#### A. Service Function Code 70: Client Housing Support Expenditures

SFC 70 applies to the cost of providing housing supports, including housing subsidies for permanent, transitional and temporary housing; master leases; motel and other housing vouchers and shelters; rental security deposits; first and last month rental payments; and eviction prevention and other fiscal housing supports. For the ISM Program and the Integrated Clinics (IC) Program, Client Housing Support (CHS) expenditures, SFC 70, apply to the costs associated with providing transitional housing. On-going rental assistance/housing shall only be allowable through Master Leasing; paid through General System Development (GSD) as a project based housing resource to increase housing capacity. Client-based rental assistance/housing is not allowable for the ISM and IC plans under CSS SFC 70. The salaries and benefits of staff that provide client housing supports are not included.

1. SFC 70 does not include the capital costs used to purchase, build or rehabilitate housing, or the salaries and benefits of staff used to provide client housing supports.
2. SFC 70 should not include service costs reported under Modes 05, 10, or 15. Units of service should not be reported for SFC 70.

#### B. Service Function Code 71: Client Housing Operating Expenditures

SFC 71 applies to the operating costs of providing housing supports to clients, including building repair and maintenance; utilities; housing agency management fees; insurance; property taxes and assessments; credit reporting fees, and; other operating costs incurred in providing client housing supports.

1. SFC 71 does not include the capital costs used to purchase, build, or rehabilitate housing, or the salaries and benefits of staff used to provide client housing supports.
2. SFC 71 should not include service costs reported under Modes 05, 10, or 15. Units of service should not be reported for SFC 71.

#### C. Service Function Code 72: Client Flexible Support Expenditures

SFC 72 applies to the cost of providing supports to clients and their caregivers, including cash payments, vouchers, goods, services, items necessary for daily living (such as, food, clothing, hygiene, etc.), travel, transportation, respite services for caregivers, and other family support

services. Clients may also receive assistance with housing expenses, including, but not limited to, furniture, appliances, housewares, and moving expenses.

Funding for personal/community integration may be provided to assist clients in achieving their treatment goals and in supporting their integration into the larger community. Items may include, but are not limited to, school supplies, tuition, socialization, and recreational activities. This funding may also be used for medical, dental care, optical care, prescriptions, and laboratory tests when the client does not have insurance to pay for such care.

1. SFC 72 does not include the salaries and benefits of staff used to provide client flexible supports.
2. SFC 72 should not include service costs reported under Modes 05, 10, or 15. Units of service should not be reported for SFC 72.

The use of CFS expenditures for gift card purchases is restricted to a limited supply to cover categorical expenditures over a two (2) month time period. Gift cards should not be routinely given to individual clients, but should only be used to supplement a client's resources. Gift card allocations per month per client cannot exceed \$150 unless pre-approved by DMH. Items and services purchased with gift cards must be purchased/used in the fiscal year in which the gift card was purchased. Clients must be informed of non-allowable purchases when using gift cards (See Section IV. Non-Allowable Client Supportive Services Expenditures).

Gift cards must be properly secured and accounted for by maintaining a gift card tracking system that includes the following minimum information:

- a. Gift card vendor name
- b. Gift card serial number
- c. Date gift card was bought
- d. Name of the client to whom the gift card was given
- e. Date gift card was given to the client
- f. Signature of client acknowledging receipt of the gift card
- g. Gift card balance
- h. Copies of receipts for gift card purchases
- i. Name and signature of authorized personnel who give the client the gift card

There must be internal policies and procedures that include, but are not limited to, gift card security, accountability and dispersal, the requirement that gift card purchases must relate to the client's care/treatment plan and how clients will be informed of non-allowable purchases when using gift cards.



**D. Service Function Code 75: Non-Medi-Cal Capital Assets (not applicable to PEI programs)**

SFC 75 applies to the one-time cost of capital assets dedicated solely to non-Medi-Cal activities. These expenses must be \$5,000 or greater; they may be claimed in the year purchased or depreciated over the useful life of the asset. Expenses that should be reported under SFC 75, provided such expenses are dedicated solely to non-Medi-Cal activities, include:

1. Purchasing land or buildings used for client housing or other non-Medi-Cal activities (note: land is not a depreciable asset).
2. Construction or rehabilitation of housing, facilities, buildings or office/meeting spaces.
3. Related "soft" costs for development, including facilities, buildings or office/meeting spaces.
4. Vehicles (with prior LACDMH approval).
5. Other capital assets dedicated solely to non-Medi-Cal activities.
  - a. Mental Health funds used to leverage other housing resources, including other collaborative housing projects, should be included under SFC 75.
  - b. Units of Service should not be reported for SFC 75.
  - c. The cost of capital assets included in the service costs per unit under Modes 05, 10 or 15 must be depreciated and should not be included in SFC 75. (Refer to the Center for Medicare and Medicaid Services (CMS) Publication 15, Provider Reimbursement Manual (HIM-15), Part 1, Chapter 1, for guidance on depreciation requirements.)
  - d. All fixed assets or real estate acquisitions purchased within the parameters of this exhibit require the Director's prior approval. This service function code should not be used for Prevention and Early Intervention.

**E. Service Function Code 78: Other Non-Medi-Cal Client Support Expenditures**

SFC 78 applies to the cost of salaries, benefits, and related general operating expenditures incurred in providing non-Medi-Cal client supports not otherwise reported in Treatment or Outreach Programs (Mode 05, 10, 15, or 55). The salaries for the services of vocational and housing specialists are also included.

1. These funds can be allocated for, but are not limited to, the payment of salaries and employee benefits of consumers hired to work part- or full-time performing specific job duties as approved by DMH, such as life coaches and/or consumer/peer/parent advocates that are members of the program's treatment team.
2. Funding may be provided to maximize clients' ability to achieve their vocational goals and may be used to compensate clients that are engaged in work-related activities and family support activities, such as work experience at the agency. To prepare and support clients in obtaining employment, these funds can be allocated for, but are not limited to, educational/vocational job searches, job development, job placement, and job coaching.

## **7.2 Persons to Be Served**

DMH contractors serve clients of all ages, races, cultures, and conditions who meet MHSA focal population criteria. Persons to be served by this program include children, transition-age youth (TAY), adults, and older adults receiving MHSA- Recovery, Resilience, Reintegration (RRR) with insufficient funds to provide the materials and resources necessary to achieve their treatment goals.

## **7.3 Reimbursement**

CSS expenditures can only be used when the client does not have sufficient financial resources, including Supplemental Security Income (SSI) to pay for a necessary CSS expenditures (housing, personal/community integration, vocational, etc.) and these expenditures cannot be obtained or reimbursed through another community and/or funding resource including medical insurance. When these funds are used, the client's chart/record must document how the use of the CSS funding is directly related to the client's care/treatment plan and recovery goals and what other community and/or funding resources have been explored but were unavailable to obtain the necessary item or service. Although the use of CSS funds is client specific, they are allocated as an aggregate pool of funds. The use of CSS funds is not an entitlement.

Items and services purchased with CSS funds including staff time that is not otherwise reimbursed through the Integrated Behavioral Health Information System (IBHIS) or any other leveraging sources must be used in the fiscal year in which they are purchased.

All CSS expenditures are subject to random audits by DMH and/or the Los Angeles County Office of the Auditor-Controller.

A Supplemental Information Request Form (Attachment E) must be submitted to the Program Lead District Chief for CSS funds used for any ongoing client expenses beyond three (3) months. There must be clear documentation indicating how the ongoing expense relates to the client's care/treatment plan

and recovery goals and what steps have been taken to secure alternative sources of funding for the expense.

**A. Expenditures Eligible for Reimbursement through Client Supportive Services**

1. SFC 70: Client Housing Support Expenditures
2. SFC 71: Client Housing Operating Expenditures
3. SFC 72: Client Flexible Support Expenditures
4. SFC 75: Non-Medi-Cal Capital Assets
5. SFC 78: Other Non-Medi-Cal Client Support Expenditures

**B. Non-Allowable Client Supportive Services Expenditures**

1. Alcohol
2. Tobacco
3. Illegal substances/activities
4. Incentives
5. Sexually explicit materials
6. Costs for staff to accompany clients to venues or events such as sporting events, concerts or amusement parks
7. Medi-Cal Share of Cost
8. Prescription drugs that are reimbursed by a client's medical insurance, a Prescription Assistance Program or DMH's Indigent Medications Program.
9. Expenses related to purchasing land or buildings or the construction/rehabilitation of housing, facilities, buildings or offices
10. Costs that are reimbursed by any other funding source including units of services costs reported under Modes 05, 10, 15 or 45
11. Program vehicles
12. Prescription drugs that would otherwise be available via Indigent Medication / Prescription Assistance programs

**7.4 COMMUNITY DESIGNED INTEGRATED SERVICE MANAGEMENT MODEL (ISM)**

For the ISM program, CSS funds can also be used for staff time to provide physical health or other services to clients but only for those services that are not reimbursable through any other funding source such as health insurance including Medi-Cal and Medicare. Also, CSS funds can be used for staff time for Program Director (1 FTE) and Administrative Assistant positions (1 FTE), only for time dedicated to ISM services, which is not reimbursable through any other funding source such as health insurance including Medi-Cal and Medicare.

An ISM CSS Pre-approval form (Attachment G) must be submitted when requesting pre-approval for the following: food/beverages for Outreach, Engagement and Education activities, non-traditional services, medical services and materials. There must be clear documentation indicating how the ongoing expense relates to the client's care/treatment plan and recovery goals and what

steps have been taken to secure alternative sources of funding for the expense. DMH reserves the right to require pre-approval for additional costs as well the right to deny CSS fund requests.

## **7.5 Documentation Requirements for Reimbursements**

The following supportive documentation shall be maintained on file in accordance with Record Retention and Inspection-Audit Settlement, paragraph 8.38 of the Contract:

- A. Original receipts to support payment invoices that identify individual clients and/or bulk purchases. If an original receipt is not obtainable, a copy of the receipt or justification as to why the receipt was not obtained should be retained.
- B. Copies of the original rental agreements, including the Return of Security and Rental Deposit Agreement, signed by the client/caregiver and the property owner or authorized agent, when a client receives or secures an apartment or house.
- C. Copies of signed checks issued.
- D. Copies of staff time records identifying time spent on providing eligible housing, vocational support, peer support, and socialization services that are not captured through mental health units of service billings.

## **7.6 Submission of Monthly Invoices**

### **A. Client Supportive Services Monthly Claim for Cost Reimbursement (Attachment A)**

Contractor shall, on the last day of each month, complete a separate Client Supportive Services invoice form for expenditures, indicating the funding source name and age group (e.g. FSP-Adult, FSP-IFCCS, RRR-Integrated Clinic), categories of expenses (SFC 70, 71, 72, 75, or 78) and the amount spent, including staff salaries. All claims are to be submitted by Contractor to DMH within sixty (60) days from the month in which the expenditure occurred.

### **B. CSS Expense Reimbursement Claim (Attachment B)**

The CSS Expense Reimbursement Claim form shall include CSS expenses incurred during that month. CSS expenses incurred in different months shall not be combined on the same invoice. The invoice must include the client's name, Integrated System (IS)/Integrated Behavioral Health Information System (IBHIS) number, from whom the service was provided or where the item was purchased (vendor/service provider name) a description of the item/service purchased, and the amount claimed by

Service Function Code (SFC 70, 71, 72 or 78). If CSS expenditures are used for individuals who are receiving outreach and engagement services, indicate "O & E" instead of an IS/IBHIS number.

**C. Reimbursement of Staff Time Claim Detail (Attachment C)  
CSS Monthly Workflow (Attachment F)**

The CSS Staff Time Claim Detail form shall include time spent and indicate the hourly rate as indicated in the Contractor's Negotiation Package. The Contractor shall only capture reimbursement for staff time dedicated to services that cannot be claimed in the IS/IBHIS for services rendered by staff who cannot claim in the IS/IBHIS. The invoice must include staff name, staff title, hours worked and hourly rate. Contractor shall maintain a staff roster and submit changes to DMH within twenty four (24) hours of staff change. For ISM, a CSS Monthly Workflow form (Attachment F) must be submitted with CSS Staff Time Claim Detail with a summary of administrative duties and an estimated percentage of time for each of the administrative duties performed by the Program Director and Administrative Assistant with each invoice.

**D. Reimbursement of Client Time Claim Detail (Attachment D)**

The CSS Client Time Claim Detail form shall include time spent and indicate the hourly rate as indicated in the Contractor's Negotiation Package. The invoice must include date of service, IS/IBHIS number, client name, service description and time spent. The Contractor shall only capture reimbursement for staff time dedicated to the following services that cannot be claimed in the IS/IBHIS for services rendered by staff:

Assessment and Diagnosis:	<ul style="list-style-type: none"> <li>• Physical examination</li> <li>• Laboratory and other diagnostic assessment</li> </ul>
Treatment:	<ul style="list-style-type: none"> <li>• Management of chronic illnesses</li> <li>• Prescription and monitoring of medications</li> </ul>
Risk Oriented Preventative Services:	Diagnostic assessments and procedures (PAP smear and screening pelvic examination, clinical breast examination, referral for mammography, prostate cancer screening colorectal cancer screening, STD/HIV prevention, testing and counseling; smoking cessation, family planning, nutrition counseling, wellness and health education, that is consistent with community standards for such services.

The Client Supportive Services Expense Claim form(s) shall be submitted to:

County of Los Angeles – Department of Mental Health  
550 S. Vermont Avenue, 8th Floor  
Los Angeles, CA 90020  
ATTN: Provider Reimbursement Unit

**7.7 DMH Review and Approval of Invoices**

The DMH Provider Reimbursement Unit will log in all expense claim forms and then forward them to the designated DMH Manager for review and approval. The Manager will review the invoices and sign to affirm that expenditures meet established Client Supportive Services procedures. Approved invoices will be forwarded to the DMH Provider Reimbursement Unit for payment. Invoices that require revisions, edits, and/or additional documentation will be promptly returned to the provider for correction.

DMH shall process all completed requests for Client Supportive Services reimbursement on a monthly basis. The judgment of DMH as to the allowability of any expenditure shall be final.

**7.8 Monthly Disbursement Report**

DMH has allocated to Contractor a specified amount of funding for Client Supportive Services. Monthly disbursement reports will be generated by the Accounting Division to the Contractors and Program staff to ensure expenditures have not been exceeded. The County shall not be liable for reimbursement of any expenses claimable hereunder in the event that Contractor exceeds its allocation or violates the terms and conditions of the Client Supportive Services procedures or the Legal Entity Agreement.

**8.0 GREEN INITIATIVES**

- 8.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 8.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

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## 9.0 PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary (PRS) chart, Exhibit 2 of Appendix B (SOW Exhibits), listing required services that will be monitored by the County during the term of this Contract is an important monitoring tool for the County. The chart should:

- reference section of the contract
- list required services
- indicate method of monitoring
- indicate the deductions/fees to be assessed for each service that is not satisfactory

All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

**County of Los Angeles-Department of Mental Health-Provider Reimbursement Division  
Monthly Claim for Cost Reimbursement**

**SPECIAL HANDLING REQUIRED**

Fiscal Year 2018/19

**SPECIAL HANDLING REQUIRED**

**MHSA-Client Supportive Services and One-Time MHSA Expenses**

**Funding Source Name:** \_\_\_\_\_  
(Full Service Partnership (FSP), Recovery, Resilience & Reintegration (RRR), Alternative Crisis Services, Linkage, Innovation (INN) or Prevention and Early Intervention(PEI))

**Program:** \_\_\_\_\_  
FSP: Child, WRAP Child, WRAP TAY, Adult, Older Adult, AOT, IMFT, IFCCS, Homeless, Housing or Measure H Housing;  
RRR: Child, TAY, Adult, Older Adult, Integrated Clinic, ISM, or TAY Drop-In Centers;  
Alternative Crisis Services: Urgent Care Center, IMD Step Down/Enriched Residential Services, or Residential & Bridging;  
Linkage: Jail Linkage; INN: INN2-Trauma Resilient Communities or INN3-Peer Support Specialist FSP;  
PEI: Suicide Prevention, Prevention, Early Intervention, Stigma and Discrimination Reduction, Access and Linkage to Treatment or Outreach for Increasing Recognition of Early Signs of Mental Illness

Legal Entity Name: \_\_\_\_\_  
Legal Entity Mailing Address: \_\_\_\_\_  
Billing Month(s): \_\_\_\_\_ Contract Amendment No.: \_\_\_\_\_  
Provider Number(s): \_\_\_\_\_

1. Expenditures:			
1.1	A. SFC 70: Client Housing Support Expenditures	_____	(1.1)
1.2	B. SFC 71: Client Housing Operating Expenditures	_____	(1.2)
1.3	C. SFC 72: Client Flexible Support Expenditures	_____	(1.3)
1.4	D. SFC 75: Non-Medi-Cal Capital Assets (not allowed for PEI funding)	_____	(1.4)
1.5	E. SFC 78: Other Non Medi-Cal Client Support Expenditures	_____	(1.5)
2. One-Time Costs:			
2.1	A. SFC 72: Client Flexible Support Expenditures	_____	(2.1)
2.2	B. SFC 75: Non Medi-Cal Capital Assets One-time Assets >\$5000 (not allowed for PEI funding)	_____	(2.2)
2.3	C. SFC 78: Other Non Medi-Cal Client Support Expenditures One-time Recruitment, Training, and Equipment <\$5000	_____	(2.3)
3. Total Expenditures (add lines 1.1 through 2.3)		_____	(3.0)
Less: Patient & Third Party Revenues			
3.1	Patient Fees	_____	(3.1)
3.2	Patient Insurance	_____	(3.2)
3.3	Medicare	_____	(3.3)
3.4	Other: _____	_____	(3.4)
4. Total Revenues (add lines 3.1 through 3.4)		_____	(4.)
5. Expenditures less revenues (subtract line 4 from line 3)		_____	(5.)
6. Net Payable		_____	(6.)

Comments: \_\_\_\_\_

**NOTE: CAPITAL DEVELOPMENT PROJECTS, INCLUDING ALL FIXED ASSETS OR REAL ESTATE ACQUISITIONS PURCHASED WITHIN THE PARAMETERS OF CLIENT SUPPORTIVE SERVICES, REQUIRE THE DIRECTOR'S PRIOR APPROVAL.**

I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under Client Supportive Services and is true and correct to the best of my knowledge. All supporting documentation will be maintained in a separate file for the period specified under the provisions of the Mental Health Services Agreement - Legal Entity, Paragraph 12, Subparagraph A, Section (1), Sub-sections (1)(a) and (1)(b), Section (2), Section (3), and Section (4).

Signature: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

<b><u>LAC-DMH Program Approval:</u></b>	
_____	_____
Approved By (signature)	Date
_____	_____
Print Name	Title





**COUNTY OF LOS ANGELES—DEPARTMENT OF MENTAL HEALTH  
PROGRAM SUPPORT BUREAU-MHSA IMPLEMENTATION AND OUTCOMES DIVISION**



WELLNESS • RECOVERY • RESILIENCE

**INNOVATION 2 MODE 60 ONE-TIME EXPENSE REQUEST FORM**

Agency:		Date of Request:	
Contact:		Phone:	
E-Mail Address:			

\*Form must accompany a letter of justification

**Service Function Code (SFC) 75: Non-Medi-Cal Capital Assets**  
Requested purchases (\$5,000 or greater):

Item	Purpose	Amount
1:		
2:		
3:		
4:		
5:		
<b>Total Amount of Request:</b>		
<b>Signature:</b> *Director or Designee		

**Service Function Code (SFC) 78: Other Non-Medi-Cal Client Support Expenditures**  
Requested purchases (Less than \$5,000):

Item	Purpose	Amount
1:		
2:		
3:		
4:		
5:		
<b>Total Amount of Request:</b>		
<b>Signature:</b> *Director or Designee		

DMH Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_





COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

**SUPPLEMENTAL INFORMATION REQUEST FORM**

**REQUEST / CLIENT INFORMATION**

Agency Name: \_\_\_\_\_ Provider #: \_\_\_\_\_ Date: \_\_\_\_\_

Name of case manager requesting CSS funds: \_\_\_\_\_ Billing Month: \_\_\_\_\_

Client's Name : \_\_\_\_\_ IS/IBHIS #: \_\_\_\_\_

Amount Requested: \$ \_\_\_\_\_ Have CSS funds been requested for this client before? Y \_\_\_\_\_ N \_\_\_\_\_

**CSS FUND USAGE DETAIL**

Description of ongoing expense(s) beyond 3 months: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Purpose of expense(s): \_\_\_\_\_

How does/do the expense(s) support and contribute to client's treatment goals? (attach CCCP) \_\_\_\_\_

\_\_\_\_\_

List alternative resources explored to cover expense(s): \_\_\_\_\_

\_\_\_\_\_

**VERIFICATION**

I hereby certify that all of the information contained above is true and accurate to the best of my knowledge.

\_\_\_\_\_  
Case Manager's Name

\_\_\_\_\_  
Case Manager's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approving DMH Manager's Name

\_\_\_\_\_  
Approving DMH Manager's Signature

\_\_\_\_\_  
Date

## COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH

**REASONABLE AND ALLOWABLE PURCHASE LIMITS**

CSS funding is for use when clients do not have the resources and when other possible avenues for funding have been explored and exhausted. Listed below is a general guideline for coding common expenses with the appropriate matching Service Function Code (SFCs). Individual expenses are unique to each client and are not necessarily limited to the categories listed below. Please submit a pre-approval Supplemental Information Request (SIR) form if the purchase exceeds these limits.

**SFC 70 – CLIENT HOUSING SUPPORT**

Shelter	\$300 Monthly			
Motel or Hotels	\$50 - \$100 per night (pre-approval required for stays over 5 nights)			
Rent (Fair Market Rent) or Board & Care Rates (adults) with pre-approval				
<b>Efficiency</b>	<b>1 bedroom</b>	<b>2 bedroom</b>	<b>3 bedroom</b>	<b>4 bedroom</b>
\$1,350	\$1,750	\$2,550	\$3,250	\$3,400
Rent of residence (per person)	\$315 per month*			
Security Deposits	2 times the monthly rent, unfurnished			
*Rents may vary depending upon location and fair market Value of housing	3 times the monthly rent, furnished			

**SFC 71 – CLIENT HOUSING OPERATING SUPPORT**

Credit Reporting Fees	\$15-\$20 per report
Property Tax	\$3,000 (pre-approval by age group lead required)
Utilities	Water & Electricity, \$130 - \$150 per month
	Cell phone: pre-paid up to \$50 per month monthly up to \$100 per month
	Gas, \$30 - \$50 per month
Basic Cable	\$30 per month
Internet	\$42 per month
Bundle <sup>I</sup>	TV/Telephone, \$60 - \$80 per month TV/Telephone/Internet, \$105 per month

**SFC 72 – CLIENT/FAMILY/CAREGIVER SUPPORT**

Car gasoline	\$300 per month
Clothing	\$150 per person, per month (including tax)
Shoes	\$60 per person, per month (including tax)
Alternative Healing Methods	Curandero, \$40 - \$100 per session Acupuncture \$70 - \$120 per session
Food	\$250 per person, per month (including tax)
Household Items	\$95 per month (including tax)
Hygiene Items	\$90 per month (including tax)
Recreation/Social Activities	\$135 per month
Summer Camp <sup>II</sup>	\$75 - \$350 per week; up to \$700 per month
School Supplies	\$50 monthly per month, per client (including tax)
Private Tutor	\$20/hr. - \$50/hr. (maximum of \$600 a month)
Learning Centers	\$15/hr. - \$25/hr. (maximum of \$500 a month)
Transportation	\$100 monthly Metro Pass Up to \$57.50 (30 tokens) monthly per client
Household Goods <sup>III</sup>	Up to \$2500 (including tax) *Purchases must not exceed the \$2500 maximum for all combined items
Appliances	Stove, \$450-\$600 (New) (including tax & delivery) Washer/Dryer, \$200 - \$1000 (including tax and delivery) Refrigerator, up to \$600 (including tax & delivery) Microwave, up to \$60 (including tax) Television, up to \$400 (including tax & delivery) Vacuum Cleaner, up to \$120 (including tax & delivery)
Bedroom Furniture	\$400 (including tax & delivery)
Mattresses	\$450 (including tax & delivery)
Living Room Furniture	\$550 (including tax & delivery)
Kitchen/Dining Table Set	\$200-\$300 (including tax & delivery)
Immigration Assistance Fees <sup>IV</sup>	\$400 - \$1000

**Exceptions to these guidelines may be made on a case by case basis with pre-approval by the Age Group Lead**

<sup>I</sup> Bundle services will vary depending on the carrier. Certain residences can only subscribe to a specific carrier.

<sup>II</sup> Monthly cost depends upon duration of program and scope of services.

<sup>III</sup> Household goods include appliances, furniture, kitchenware and linens.

<sup>IV</sup> Attached is a summary of fees associated with form number.

## CSS EXPENDITURE CODING GUIDE

CSS funding is for use when clients do not have resources and other possible avenues for funding have been explored and exhausted. Listed below is a general guideline for coding common expenses with the appropriate matching Service Function Codes (SFCs). It is important to remember that individual expenses are unique to each client and are not necessarily limited to those listed in the categories below.

### ALLOWABLE EXPENSES

---

#### SFC 70 – CLIENT HOUSING SUPPORT

- Eviction Prevention, i.e. payment of overdue rent
- Hotel/Shelter Subsidies
- Master Leasing (with DMH approval)
- Rent/Mortgage/Lease Subsidies (e.g. apartments, Sober Living Homes, Adult Residential Facilities)
- Residential substance abuse treatment programs
- Security Deposits
- Transitional Residential Programs

#### SFC 71 – CLIENT HOUSING OPERATING SUPPORT

- Agency Management Fees
- Credit Reporting Fees
- Insurance
- Property Taxes
- Repair/Maintenance to Home, including repair due to damage by tenant
- Utilities, e.g. electricity, gas, water

#### SFC 72 – CLIENT/FAMILY/CAREGIVER SUPPORT

- Car, e.g. gasoline, insurance, payment, registration, repair
- Clothing
- Culturally appropriate alternative healing methods, e.g. curandero, cupping, acupuncture
- Education and Tutorial Expenses
- Employment, e.g. uniforms, license fees, tools of the trade

#### SFC 72 – CLIENT/FAMILY/CAREGIVER SUPPORT (CONTINUED)

- Food
- Furniture/Appliances
- Gift Cards
- Household Items, e.g. Kitchenware, Linen/Bedding, Cleaning Products
- Hygiene Items
- Medical/ Dental/ Optical
- Moving Expenses
- Recreational/Social Activities
- Reinforcers i.e., Inexpensive, small primary reinforcers for behavioral management purposes linked directly to client service plans
- Respite Care
- School Supplies
- Sports Registration
- Summer Camps
- Tickets/citations – *REQUIRE PRE-AUTHORIZATION FROM AGE GROUP LEAD*
- Transportation, e.g. Bus Passes, Tokens, Taxi Vouchers
- Vocational

#### SFC 78- OTHER NON-MEDI-CAL CLIENT SUPPORT

- Consumer/Peer/Parent Advocate Salaries\*
- Housing/Employment Specialists Salaries\*

*\*Members of the program's treatment team that bill through the IS cannot request their wages be reimbursed through this mechanism. See Guideline for details.*

### NON-ALLOWABLE EXPENSES

---

- Alcohol
- Construction or rehabilitation of housing, facilities, buildings or offices
- Costs for staff to accompany clients to venues such as sporting events, concerts or amusement parks
- Expenses related to purchasing land or buildings
- Illegal substances / activities
- Incentives
- Medi-Cal Share of Cost
- Prescription drugs that would otherwise be available via Indigent Medication / Prescription Assistance programs
- Service Extenders (refer to the Older Adults FCCS Guidelines Manual for directions on submitting invoices for Service Extenders)
- Sexually explicit materials
- Tobacco
- Units of Service or any other service costs that are reported under Modes 05, 10, 15, or 45

Vehicles for programs

## CONTRACTOR'S EEO CERTIFICATION

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. Yes  No
2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. Yes  No
3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. Yes  No
4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. Yes  No

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

## COUNTY'S ADMINISTRATION

CONTRACTOR'S NAME: \_\_\_\_\_

CONTRACT NO: \_\_\_\_\_

### COUNTY MHSA INNOVATION PROJECT MANAGER:

Name: Debbie Innes-Gomberg

Title: Mental Health Clinical Program Manager III

Address: 550 S. Vermont Avenue, 3<sup>rd</sup> Floor

Los Angeles, CA. 90020

Telephone: (213) 738-2756

E-Mail Address: DIgomberg@dmh.lacounty.gov

### COUNTY MHSA INNOVATION PROJECT MONITOR:

Name: Phyllis Griddine-Tate

Title: Health Program Analyst I

Address: 550 S. Vermont Avenue, 3<sup>rd</sup> Floor

Los Angeles, CA., 90020

Telephone: (213) 738-3100

E-Mail Address: pgriddine@dmh.lacounty.gov



**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S CONTRACT MANAGER:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: for Contractor's record; shall be made available within three (3) business days upon DMH request)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: for Contractor's record; shall be made available within three (3) business days upon DMH request)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

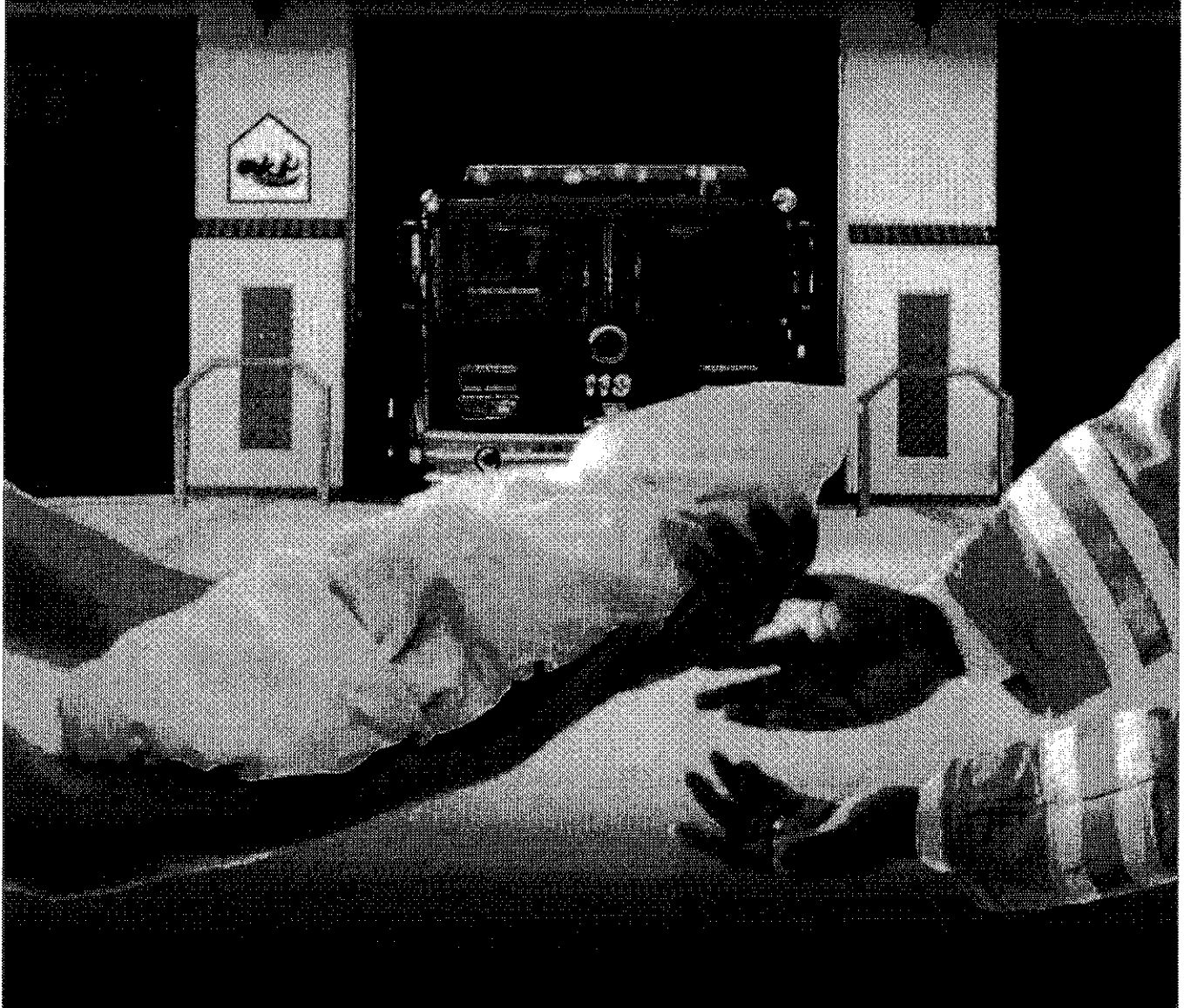
**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

## **SAFELY SURRENDERED BABY LAW**



# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-5723

[www.babysafe.org](http://www.babysafe.org)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

On the morning of April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the ankle placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

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

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

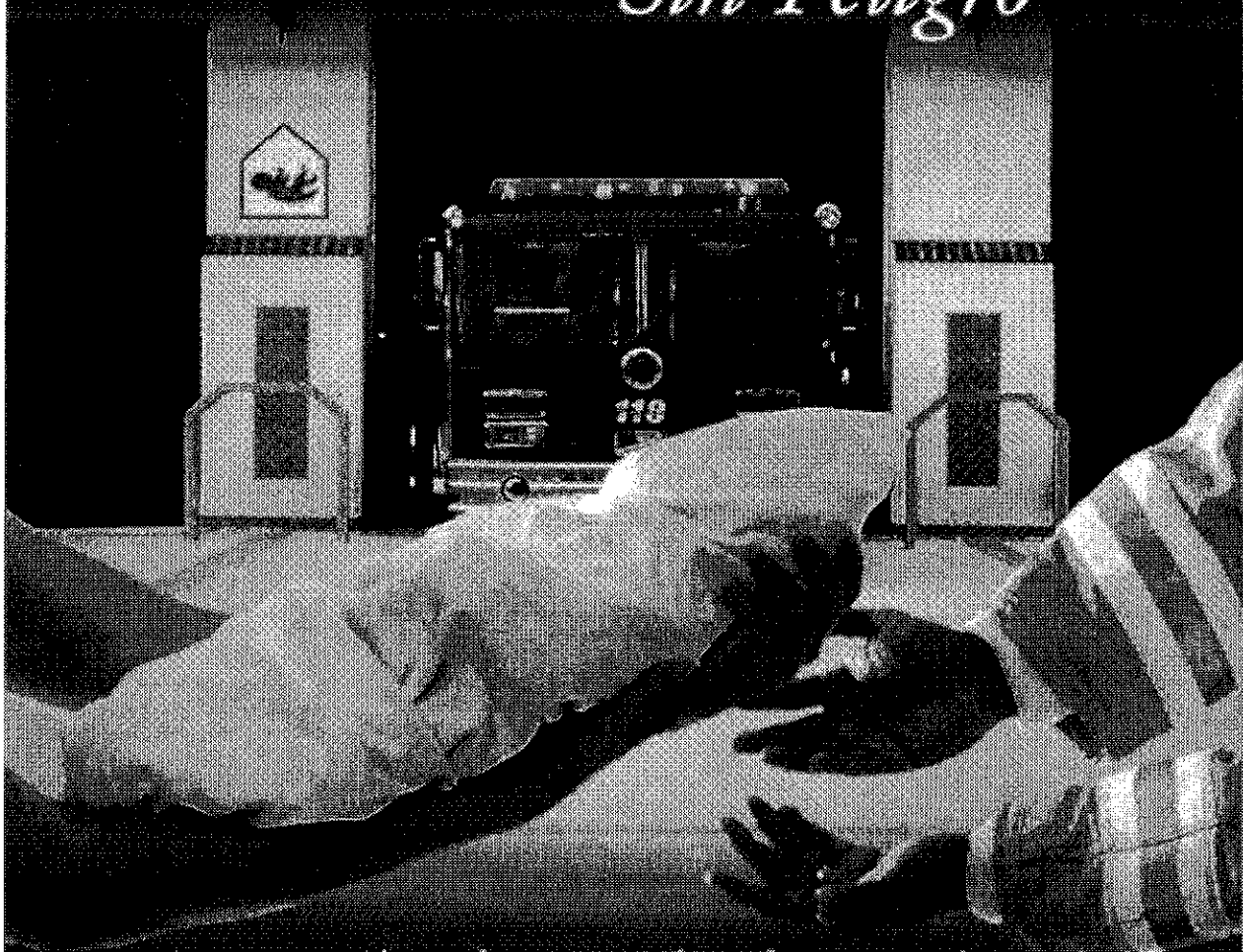
## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe.org](http://www.babysafe.org)



En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido al parte de un hospital u otras personas con custodia legal de dicho cualquier persona a quien los padres lo hayan dado voluntariamente. Siempre que el bebé tenga menos de 72 horas de vida o menos y no haya sufrido abuso (o negligencia), pueden entregar al recién nacido sin importar su edad o el proceso.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o 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 o el adulto que lo entregue recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden comenzar 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?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

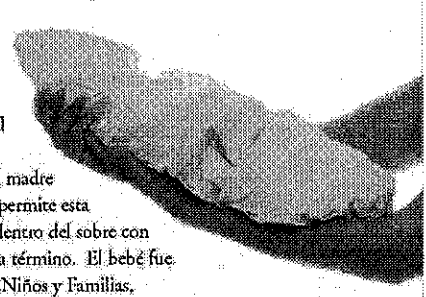
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



**ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS**

In accordance with the DMH Legal Entity Contract's Paragraph 9.13 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of - \_\_\_\_\_(hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official (Official Name) \_\_\_\_\_  
Please print name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

## REQUIRED SUPPLEMENTAL DOCUMENTS

### INSTRUCTIONS ON SUBMISSION OF DOCUMENTS

For Contracts up for renewal (submit every four years): *All the documents listed below must be submitted to DMH's Contracts Development Administration Division at 550 S. Vermont Ave., 5<sup>th</sup> Floor, Los Angeles, CA 90020, at the time of execution of Contract, but no later than ten (10) business days after July 1<sup>st</sup> of the fiscal year in which Contract is being executed (for new Contracts with an effective date other than July 1st, these documents must be submitted ten (10) business days after the effective date of the Contract). Documents must be submitted in a one-subject binder in sequence as listed below. Contractor must give a good cause justification, in writing, for not submitting the documents in the time period described above. The written justification must be addressed to the DMH lead District Chief overseeing the Contract.*

For Contracts that will be amended (submit annually): *The following documents must be resubmitted annually during the term of the contract, Financial Responsibility Requirements, Indemnification and Insurance, Contractor Acknowledgement and Confidentiality Agreements, Contractor's Compliance with Encryption Requirements, and the Confidentiality Oath unless there are updates or revisions and then all documents listed below must be resubmitted.*

1. **Corporation Documents**

Provide a copy of the following:

- a. List of Authorized Persons: Board minutes authorizing the person(s) and identifying her/his job title that is (are) legally empowered to sign legal documents on behalf of the organization;
- b. Articles of Incorporation and Corporate Seal: The imprint/copy of the Corporate Seal if the organization is a corporation is to be **affixed to the copy of the Articles of Incorporation**. The Corporate Seal must read the same as the organization's name. An explanation for any difference, if any, between the Corporate Seal and the organization's name as used in the Negotiation Package is to be provided; and
- c. By-Laws/Amendments.

2. **Organizational Chart** – Attach a current/proposed organizational chart, showing all existing and proposed mental health and substance abuse programs/subprograms irrespective of DMH funding.

3. **Financial Responsibility Requirements**

The Contractor must comply with Department's Policy No. 813.04 - **Financial Responsibility Requirements for Contracting with the County of Los Angeles Department of Mental Health**. This DMH Policy can be accessed in its entirety at the following website: [http://lacdmh.lacounty.gov/ContractorsPolicies/Documents/800/813\\_04.pdf](http://lacdmh.lacounty.gov/ContractorsPolicies/Documents/800/813_04.pdf)

4. **Rent and Lease Agreements** specifying all Terms and Conditions shall be made available within three (3) business days should DMH or its representative request the documents.

*Such agreements if requested are to include: term of Agreement; monetary consideration; other leasing consideration; full names and addresses of leaser; and any family/related party relationship between leaser and the organization and its officers and Board of Directors including a full listing of full names of officers, directors, etc. who have any family/related party relationship with leaser.*

5. **Fully Executed Contracts** (e.g., Consultants, professional services, etc.) shall be made available within three (3) business days should DMH or its representative request the documents.

6. **Equipment Lease(s)** copies for equipment, including automobiles, photocopiers, etc. shall be made available within three (3) business days should DMH or its representative request the documents.

7. **Maintenance Agreement(s)** for equipment and other items shall be made available within three (3) business days should DMH or its representative request the documents.

8. **Subcontract(s)** – List of all subcontractors.

Contractors must have prior written approval from DMH in order to enter a particular subcontract.

## **BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

### **1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.



- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

**2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the applicable Covered Entity's Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
  - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
  - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
  - 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
  - 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief HIPAA Privacy Officer at: Chief HIPAA Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;

- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
  - (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
  - (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the

Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

**8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
  - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
  - (c) A brief description of the Protected Health Information Disclosed; and
  - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in



accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

## **11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

## **12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

## **13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or

connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 18.1 to 18.4 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which

shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.

17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.1.2 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

18.3 Notwithstanding Section 18.1, in the event that Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose of determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in Section 17.
- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement,

Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

**20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

**CHARITABLE CONTRIBUTIONS CERTIFICATION**


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 Company Name

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 Address

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 Internal Revenue Service Employer Identification Number

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 California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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 Signature

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 Date

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 Name and Title of Signer (please print)



**Los Angeles County Department of Mental Health OWNERSHIP/CONTROLLING INTEREST DISCLOSURE**

Completion of this form is mandated by the Centers for Medicare and Medicaid Services, Department of Health and Human Services and applicable regulation as found at 42 CFR 455.101 and 42. CFR 455.104. Disclosure must be made at the time of enrollment or contracting with Los Angeles County Department of Mental Health, at the time of survey, or within 35 days of a written request from Los Angeles County Department of Mental Health. It is the provider's responsibility to ensure all information is accurate and to report any changes as required by law by completing a new Ownership/Controlling Interest Disclosure form. Please add additional disclosures on the back of form.

**Part 1. Applicant/Vendor Information**

Name of Entity (Legal name as it appears on tax identification form)		Provider # (if currently enrolled in CA Medicaid)		NPI Number	
Doing Business As		Street Address	City	State	Zip Code
Telephone Number		Fax Number		E-mail Address	

**Part 2. Ownership, indirect ownership, and managing employee interests**

If Non-Profit Organization, Please check this Box  
Does any person have an ownership or controlling interest of 5% or more in the entity?  
 NO (If No, please sign below)                       YES (If yes, please completed A, B, C, D and sign below)

**A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more. Add additional disclosures on back of form.**

Name	Add Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest
Delete Name								

**B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Add additional disclosures on back of form.**

No                       Yes (If yes, please complete below)

Name	Add Name	Delete Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

**C. List any person who holds a position of managing employee within the disclosing entity. Add additional disclosures on back of form.**

Name	FEIN/SSN	DOB	Position Title

**D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Add additional disclosures on back of form.**

No (if No, please sign below)                       Yes (If yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

**Provider Statement**

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

Signature of Provider/Authorized Representative/Agent (Stamped signatures NOT accepted)	Title	Date
Print Name	Telephone Number	



Effective 7/1/2017



**ADDENDUM**  
**Los Angeles County Department of Mental Health**  
**OWNERSHIP/CONTROLLING INTEREST DISCLOSURE**

**ADDENDUM INFORMATION FOR ADDITIONAL OWNERSHIP/CONTROLLING DISCLOSURE OWNERSHIP, INDIRECT OWNERSHIP, AND MANAGING EMPLOYEE INTEREST**

PLEASE COMPLETE A, B, C, D AND SIGN BELOW  
Continued from Page 1.

A. Lists the name, address, Federal Employer Identification Number (FEIN) or Social Security Number (SSN), Date of Birth (DOB) and percentage of interest of each person with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more.

Name	Add Name	Street Address	City	State	Zip Code	FEIN/SSN	DOB	% Interest
	Delete Name							

B. Are any of the above mentioned persons related to one another as a spouse, parent, child, or sibling? Continued from Page 1.

No  Yes (if yes, please complete below)

Name	Add Name	Delete Name	FEIN/SSN	DOB	Name of Person Related To	Relationship

C. List any person who holds a position of managing employee within the disclosing entity. Continued from Page 1.

Name	FEIN/SSN	DOB	Position Title

D. Does any person, business, organization or corporation with an ownership or control interest (identified in A and/or B) have an ownership or controlling interest of 5% or more in any other California Medicaid Provider? Continued from Page 1.

No (if No, please sign below)  Yes (if yes, please name and show information)

Name	Other Provider Name	FEIN/SSN	DOB	%Interest

**Provider Statement**

I certify that information provided on this form is true, accurate and complete. I will notify Los Angeles County Department of Mental Health in writing within 35 days of any additions/changes to the information.

\_\_\_\_\_  
Signature of Provider/Authorized Representative/Agent  
(Stamped signatures NOT accepted)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Telephone Number

**EXHIBIT Q**  
**Protection of Electronic County PI, PHI and MI**  
**Data Encryption**

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

**1. Stored Data**

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3); (c) NIST Special Publication 800-57.

Recommendation for Key Management — Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

**2. Transmitted Data**

All transmitted (e.g. network) County P1, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management — Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

**3. Certification**

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Exhibit (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

**4. Compliance**

The Proposer shall provide information about its encryption practices by completing Exhibit R "Contractor's Compliance with Encryption Requirements" questionnaire. By submitting, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation. The completed forms must be returned to DMH DISO within ten (10) business days to certify compliance.

## LACDMH CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS EXHIBIT

**Contract Agency Name:** \_\_\_\_\_ **Contract Number:** \_\_\_\_\_

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

### COMPLIANCE QUESTIONS

	YES	NO	N/A	DOCUMENTATION AVAILABLE	
				YES	NO
1 Will County data stored on your workstation(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Will County data stored on your laptop(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Will County data stored on removable media be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Will County data be encrypted when transported? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Will Contractor maintain a copy of any validation / attestation reports generated by its encryption tools? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Will County data be stored on remote servers*? <small>*Cloud storage, Software-as-a-Service or SaaS</small> <i>Please provide public URL and hosting information for the server.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
Authorized Signatory Name (Print)

\_\_\_\_\_  
Authorized Signatory Official Title

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

\_\_\_\_\_  
Date

COUNTY OF LOS ANGELES  
AGREEMENT FOR ACCEPTABLE USE  
AND  
CONFIDENTIALITY OF  
COUNTY INFORMATION TECHNOLOGY RESOURCES

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

ANNUAL

As a County of Los Angeles (County) employee, contractor, subcontractor, volunteer, or other authorized user of County information technology (IT) resources, I understand that I occupy a position of trust. Furthermore, I shall use County IT resources in accordance with my Department's policies, standards, and procedures. I understand that County IT resources shall not be used for:

- For any unlawful purpose;
- For any purpose detrimental to the County or its interests;
- For personal financial gain;
- In any way that undermines or interferes with access to or use of County IT resources for official County purposes;
- In any way that hinders productivity, efficiency, customer service, or interferes with a County IT user's performance of his/her official job duties;

I shall maintain the confidentiality of County IT resources (e.g., business information, personal information, and confidential information).

This Agreement is required by Board of Supervisors Policy No. 6.101 – Use of County Information Technology Resources, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.101.htm>.

As used in this Agreement, the term "County IT resources" includes, without limitation, computers, systems, networks, software, and data, documentation and other information, owned, leased, managed, operated, or maintained by, or in the custody of, the County or non-County entities for County purposes. The definitions of the terms "County IT resources", "County IT user", "County IT security incident", "County Department", and "computing devices" are fully set forth in Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.100.htm>. The terms "personal information" and "confidential information" shall have the same meanings as set forth in Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information, which may be consulted directly at website <http://countypolicy.co.la.ca.us/3.040.htm>.

As a County IT user, I agree to the following:

1. Computer crimes: I am aware of California Penal Code Section 502(c) – Comprehensive Computer Data Access and Fraud Act (set forth, in part, below). I shall immediately report to my management any suspected misuse or crimes relating to County IT resources or otherwise.
2. No Expectation of Privacy: I do not expect any right to privacy concerning my activities related to County IT resources, including, without limitation, in anything I create, store, send, or receive using County IT resources. I understand that having no expectation to

any right to privacy includes, for example, that my access and use of County IT resources may be monitored or investigated by authorized persons at any time, without notice or consent.

3. Activities related to County IT resources: I understand that my activities related to County IT resources (e.g., email, instant messaging, blogs, electronic files, County Internet services, and County systems) may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall not either intentionally, or through negligence, damage, interfere with the operation of County IT resources. I shall neither, prevent authorized access, nor enable unauthorized access to County IT resources responsibly, professionally, ethically, and lawfully.
4. County IT security incident reporting I shall notify the County Department's Help Desk and/or Departmental Information Security Officer (DISO) as soon as a County IT security incident is suspected.
5. Security access controls: I shall not subvert or bypass any security measure or system which has been implemented to control or restrict access to County IT resources and any related restricted work areas and facilities. I shall not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, SecurID cards/tokens, biometric logons, and smartcards).
6. Passwords: I shall not keep or maintain any unsecured record of my password(s) to access County IT resources, whether on paper, in an electronic file, or otherwise. I shall comply with all County and County Department policies relating to passwords. I shall immediately report to my management any compromise or suspected compromise of my password(s) and have the password(s) changed immediately.
7. Business purposes: I shall use County IT resources in accordance with my Department's policies, standards, and procedures.
8. Confidentiality: I shall not send, disseminate, or otherwise expose or disclose to any person or organization, any personal and/or confidential information, unless specifically authorized to do so by County management. This includes, without limitation information that is subject to Health Insurance Portability and Accountability Act of 1996, Health Information Technology for Economic and Clinical Health Act of 2009, or any other confidentiality or privacy legislation.
9. Computer virus and other malicious devices: I shall not intentionally introduce any malicious device (e.g., computer virus, spyware, worm, key logger, or malicious code), into any County IT resources. I shall not use County IT resources to intentionally introduce any malicious device into any County IT resources or any non-County IT systems or networks. I shall not disable, modify, or delete computer security software (e.g., antivirus software, antispymware software, firewall software, and host intrusion prevention software) on County IT resources. I shall notify the County Department's Help Desk and/or DISO as soon as any item of County IT resources is suspected of being compromised by a malicious device.

10. Offensive materials: I shall not access, create, or distribute (e.g., via email) any offensive materials (e.g., text or images which are sexually explicit, racial, harmful, or insensitive) on County IT resources (e.g., over County-owned, leased, managed, operated, or maintained local or wide area networks; over the Internet; and over private networks), unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I shall report to my management any offensive materials observed or received by me on County IT resources.
11. Internet: I understand that the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use County Internet services in accordance with my Department's policies and procedures. I understand that my use of the County Internet services may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall comply with all County Internet use policies, standards, and procedures. I understand that County Internet services may be filtered, but in my use of them, I may be exposed to offensive materials. I agree to hold County harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive materials.
12. Electronic Communications: I understand that County electronic communications (e.g., email, text messages, etc.) created, sent, and/or stored using County electronic communications systems/applications/services are the property of the County. All such electronic communications may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time, without notice or consent. I shall comply with all County electronic communications use policies and use proper business etiquette when communicating over County electronic communications systems/applications/services.
13. Public forums: I shall only use County IT resources to create, exchange, publish, distribute, or disclose in public forums (e.g., blog postings, bulletin boards, chat rooms, Twitter, Facebook, MySpace, and other social networking services) any information (e.g., personal information, confidential information, political lobbying, religious promotion, and opinions) in accordance with Department's policies, standards, and procedures.
14. Internet storage sites: I shall not store County information (i.e., personal, confidential (e.g., social security number, medical record), or otherwise sensitive (e.g., legislative data)) on any Internet storage site in accordance with Department's policies, standards, and procedures.
15. Copyrighted and other proprietary materials: I shall not copy or otherwise use any copyrighted or other proprietary County IT resources (e.g., licensed software and documentation, and data), except as permitted by the applicable license agreement and approved by designated County Department management. I shall not use County IT resources to infringe on copyrighted material.
16. Compliance with County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements: I shall comply with all applicable County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements relating to County IT resources. These include, without limitation, Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, Board of Supervisors Policy No.

6.101 – Use of County Information Technology Resources, and Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information.

17. Disciplinary action and other actions and penalties for non-compliance: I understand that my non-compliance with any provision of this Agreement may result in disciplinary action and other actions (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that County may seek all possible legal redress.

**CALIFORNIA PENAL CODE SECTION 502(c)  
"COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT"**

Below is a section of the "Comprehensive Computer Data Access and Fraud Act" as it pertains specifically to this Agreement. California Penal Code Section 502(c) is incorporated in its entirety into this Agreement by reference, and all provisions of Penal Code Section 502(c) shall apply. For a complete copy, consult the Penal Code directly at website [www.leginfo.ca.gov/](http://www.leginfo.ca.gov/).

502(c) Any person who commits any of the following acts is guilty of a public offense:

- (1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.
- (2) Knowingly accesses and without permission takes, copies, or makes use of any data from a computer, computer system, or computer network, or takes or copies any supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.
- (3) Knowingly and without permission uses or causes to be used computer services.
- (4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- (5) Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.
- (6) Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network in violation of this section.
- (7) Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.

- (8) Knowingly introduces any computer contaminant into any computer, computer system, or computer network.
  
- (9) Knowingly and without permission uses the Internet domain name of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages, and thereby damages or causes damage to a computer, computer system, or computer network.

**I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:**

\_\_\_\_\_  
County IT User's Name

\_\_\_\_\_  
County IT User's Signature

\_\_\_\_\_  
County IT User's Employee/ID Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager's Name

\_\_\_\_\_  
Manager's Signature

\_\_\_\_\_  
Manager's Title

\_\_\_\_\_  
Date



## INFORMATION SECURITY AND PRIVACY REQUIREMENTS

This Exhibit (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor and maintained throughout the term of the Purchase Order. These procedures are in addition to the requirements of the Purchase Order between the Parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data (consisting of but not limited to County Confidential Information, Personally Identifiable Information, and Protected Health Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Purchase Order by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Purchase Order, to immediately terminate the Purchase Order.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel exposed to County Confidential Information and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Exhibit (Information Security and Privacy Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.
4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information

shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices<sup>1</sup>) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization<sup>2</sup> and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive<sup>3</sup> such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.

5. **Data Control, Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations<sup>4</sup>; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices<sup>5</sup>. The foregoing requirements shall apply to back-up data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization<sup>6</sup>).
6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware

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<sup>1</sup> Available at <http://www.csrc.nist.gov/>

<sup>2</sup> Available at <http://www.csrc.nist.gov/>

<sup>3</sup> Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

<sup>4</sup> Available at <http://www.csrc.nist.gov/>

<sup>5</sup> Available at <http://www.csrc.nist.gov/>

<sup>6</sup> Available at <http://www.csrc.nist.gov/>

should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization<sup>7</sup>).

7. **Physical and Environmental Security.** Contractor facilities that process County Data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
  - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
  - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
  - c. Applications will include access control to limit user access to information and application system functions; and
  - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
  - a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by

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<sup>7</sup> Available at <http://www.csrc.nist.gov/>

telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.
- d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable

reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.

11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
  - i. **External Audit** – Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
  - ii. **Internal Audit** – Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to

and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.

- iii. **Supplier Audit** – Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
  - iv. **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.
- b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:
- i. Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "fresh".
  - ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. **Security Audits.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of the Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may be filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.



**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH  
CHIEF INFORMATION OFFICE BUREAU  
Information Security Division  
CONFIDENTIALITY OATH**

**Non-LAC-DMH Workforce Members**

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

The intent of this Confidentiality Form is to ensure that all County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are aware of their responsibilities and accountability to protect the confidentiality of clients' sensitive information viewed, maintained and/or accessed by any DMH on-line systems.

Further, the Department's Medi-Cal and MEDS access policy has been established in accordance with Federal and State laws governing confidentiality.

The California Welfare and Institutions (W&I) Code, Section 14100.2, cites the information to be regarded confidential. This information includes applicant/beneficiary names, addresses, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations (C.C.R.), Sections 50111 and 51009)

The Medi-Cal Eligibility Manual, Section 2-H, titled "Confidentiality of Medi-Cal Case Records," referring to Section 14100.2, a, b, f, and h, W&I Code, provides in part that:

- "(a) All types of information, whether written or oral, concerning a person, made or kept by any public office or agency in connection with the administration of any provision of this chapter \*... shall be confidential, and shall not be open to examination other than for purposes directly connected with administration of the Medi-Cal program."
- "(b) Except as provided in this section and to the extent permitted by Federal Law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation or personal information, and medical data, including diagnosis and past history of disease or disability."
- "(f) The State Department of Health Services may make rules and regulations governing the custody, use and preservation of all records, papers, files, and communications pertaining to the administration of the laws relating to the Medi-Cal program \*\*...."
- "(h) Any person who knowingly releases or possesses confidential information concerning persons who have applied for or who have been granted any form of Medi-Cal benefits \*\*\*... for which State or Federal funds are made available in violation of this section is guilty of a misdemeanor."

\*, \*\*, \*\*\* The State of California's Statute for Medicaid Confidentiality can be found at the following web address: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/Medicaidstatute.aspx>

*The signed copy of this agreement must be maintained by DMH Facilitators*







**REQUIRED FORMS - EXHIBIT W**

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES  
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
MHSA INNOVATION 2

TRAUMA RESILIENT COMMUNITIES: COMMUNITY CAPACITY BUILDING

List of Contractors

#	Contractor Name & Address	Supervisorial District Location	Service Location	Total Contract Amount (TCA)
1	Alma Family Services 1200 North State Street #1016 Los Angeles, CA 90033	1		\$8,000,000
2	Para Los Ninos 5000 Hollywood Boulevard Hollywood, CA 90027	1		\$8,000,000
3	Children's Institute, Inc. 2121 West Temple St. Los Angeles, CA 90026	2		\$8,000,000
4	Westside Infant-Family Network 8611 Washington Blvd. Culver City, CA 90232	2		\$8,000,000
5	Safe Place for Youth (fbo-Community Partners) 2469 Lincoln Ave. Venice, CA 90291	3		\$8,000,000
6	Westside Infant-Family Network 8611 Washington Blvd. Culver City, CA 90232	3		\$8,000,000
7	City of Pasenda Public Health Dept. 1845 North Fair Oaks Ave. Pasadena, CA 91103	5		\$8,000,000
8	The Children's Center of the Antelope Valley 45111 Fern Avenue Lancaster, CA 93534	5		\$8,000,000
<b>Total</b>				<b>\$64,000,000</b>



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
SAN DIEGO**

**FOR**

**EVALUATION OF INNOVATION 2**

**DEVELOPING TRAUMA RESILIENT COMMUNITIES:  
COMMUNITY CAPACITY BUILDING**

**CONTRACTOR:**

The Regents of the University of California,

San Diego

Contract Number

52174801

Vendor Number

**Business Address:**

9500 Gilman Drive, 0631

La Jolla, CA 92093-0631

Supervisorial District: All

Mental Health Service Area(s): All

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
SAN DIEGO  
FOR  
EVALUATION OF INNOVATION 2  
DEVELOPING TRAUMA RESILIENT COMMUNITIES:  
COMMUNITY CAPACITY BUILDING**

THIS CONSULTANT SERVICES CONTRACT for Mental Health Services Act (MHSA) Consultant Services (hereafter "Contract") is made and entered into this \_\_\_\_\_ day of August 2018 by and between The Regents of the University of California, San Diego (hereafter "CONTRACTOR") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "COUNTY"); and

**RECITALS**

WHEREAS, the County may contract with private businesses for Evaluation of Innovation 2 (INN 2) Developing Trauma Resilient Communities: Community Capacity Building when certain requirements are met; and

WHEREAS, Contractor is a California constitutional corporation specializing in providing Evaluation Services for Multi-site Projects in the Health or Mental Health Systems; and

WHEREAS, Contractor shall provide evaluation services, involving the selection of measures, development and implementation of data collection methodology, data analysis and reporting, for the Los Angeles County Department of Mental Health's INN 2 project; and

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this Contract; and

WHEREAS, County desires to engage Contractor for such evaluation services upon the terms provided in this Contract; and

WHEREAS, County is authorized by Government Code Section 31000 to contract for such evaluation services, including those contemplated herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O, P, and Q are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- Exhibit A - Statement of Work
- Exhibit B - Payment Schedule
- Exhibit C - **'INTENTIONALLY OMITTED'**
- Exhibit D - Contractor's EEO Certification
- Exhibit E - County's Administration
- Exhibit F - Contractor's Administration
- Exhibit G - Forms Required at the Time of Contract Execution
- Exhibit H - Jury Service Ordinance
- Exhibit I - Safely Surrendered Baby Law

### **Unique Exhibits:**

- Exhibit J - **'INTENTIONALLY OMITTED'**
- Exhibit K - **'INTENTIONALLY OMITTED'**
- Exhibit L - **'INTENTIONALLY OMITTED'**

## **Intellectual Property Developed-Designed by Contractor Forms**

Exhibit M - Forms Required at Completion of the Contracts

Involving Intellectual Property Developed-Designed by Contractor

## **Health Insurance Portability and Accountability Act (HIPAA) Agreement**

Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

## **SB 1262 - Nonprofit Integrity Act of 2004**

Exhibit O - Charitable Contributions Certification

## **Participation in a Federally Funded Program**

Exhibit P - Attestation Regarding Federally Funded Programs

Exhibit Q - Compliance with Fair Chance Employment Hiring Practices Certification

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## **2.0 DEFINITIONS**

### **2.1 Standard Definitions:**

**2.1.1** The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

**2.1.1.1 Contract:** This Contract executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work

**2.1.1.2 Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal

entity who has entered into a contract with the County to perform or execute the work covered by this contract.

- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **Subcontract:** An agreement by Contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.1.5 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of contractor's performance of this contract, at any tier, under oral or written agreement.
- 2.1.1.6 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.1.7 **'INTENTIONALLY OMITTED'**
- 2.1.1.8 **County Contract Project Monitor:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.1.1.9 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Contract Project Monitor.
- 2.1.1.10 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.11 **Contractor Project Manager:** The person designated by Contractor to administer the Contract operations under this Contract
- 2.1.1.12 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30<sup>th</sup>

2.1.1.13 **CR/DC Manual:** State Department of Mental Health Cost Reporting/Data Collection Manual and all amendments thereto.

### **3.0 WORK**

- 3.1 Pursuant to the provisions of this Contract, Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2 If Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of Contractor, and Contractor shall have no claim whatsoever against the County.

### **4.0 TERM OF CONTRACT**

- 4.1 The term of this Contract shall be four (4) years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for an additional year, for a maximum total Contract term of five (5) years. Such extension option may be exercised at the sole discretion of the Director of Mental Health (Director) or his designee as authorized by the Board of Supervisors.
- 4.3 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.5 Contractor shall notify the Department of Mental Health (DMH) when this Contract is within six (6) months of the expiration. Upon occurrence of this event, Contractor shall send written notification to DMH at the address herein provided in Exhibit E - County's Administration.

### **5.0 CONTRACT SUM**

#### **5.1 Total Contract Sum**

- 5.1.1 In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A (Statement of Work), Contractor shall be paid in accordance with the Payment Schedule established in Exhibit B (Payment Schedule). The total compensation for

all services furnished hereunder shall not exceed \$4,000,000 for FY 2018-19 through FY 2021-22. Contractor will be compensated in the amount of \$1,000,000 for each FY.

**5.2 Written Approval for Reimbursement**

5.2.1 Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

**5.3 Notification of 75% of Total Contract Sum**

5.3.1 Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, Contractor shall send written notification to DMH at the address herein provided in Exhibit E, County's Administration.

**5.4 No Payment for Services Provided Following Expiration-Termination of Contract**

5.4.1 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

**5.5 Invoices and Payments**

5.5.1 Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere

hereunder. Contractor shall prepare invoices, which shall include the charges owed to Contractor by the County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Payment Schedule) and Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to Contractor for that work.

5.5.2 Contractor's invoices shall be priced in accordance with Exhibit B (Payment Schedule).

5.5.3 Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 Each monthly billing shall be submitted within sixty (60) days of the last date services were provided during the particular month. The monthly billing and subsequent payment shall be made in accordance with County policies and procedures. If billings are not submitted as required by County, then payment for the unpaid billing(s) shall be withheld until County is in receipt of correct and complete billing(s).

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

County of Los Angeles –Department of Mental Health  
550 S. Vermont Ave., 8<sup>th</sup> Floor  
Los Angeles, CA 90020  
Attention: Provider Reimbursement Section

**5.5.6 County Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of the County's Project Director prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

**5.5.7 'INTENTIONALLY OMITTED'**

**5.6 'INTENTIONALLY OMITTED'**



## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **6.1 County Administration**

6.1.1 A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit E - County's Administration. The County will notify Contractor in writing of any change in the names or addresses shown.

### **6.2 County's Project Director**

6.2.1 The role of the County's Project Director may include:

6.2.1.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.2 Upon request of Contractor, providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 'INTENTIONALLY OMITTED'**

### **6.4 County's Contract Project Monitor**

6.4.1 The role of the County's Project Monitor is to oversee the day-to-day administration of this Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby. The Project Monitor reports to the County's Project Director.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). Contractor will notify the County in writing of any change in the names or addresses shown.

## **7.2 Contractor's Project Manager**

7.2.1 Contractor's Project Manager is designated in Exhibit F (Contractor's Administration). Contractor shall notify the County in writing of any change in the name or address of Contractor's Project Manager.

7.2.2 Contractor's Project Manager shall be responsible for Contractor's day-to-day activities as related to this Contract and shall meet and coordinate with County's Project Director and County's Contract Project Monitor on a regular basis.

## **7.3 Approval of Contractor's Staff**

7.3.1 County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager.

## **7.4 Contractor's Staff Identification**

Contract shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

## **7.5 Background and Security Investigations**

7.5.1 Each of Contractor's staff members performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of Contractor, regardless of whether the member of Contractor's staff passes or fails the background investigation.

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall comply with County's request at any time during the term of

the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation

7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.3 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **7.6 Confidentiality**

7.6.1 Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any

injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

- 7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1-IT.
- 7.6.5 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit G2-IT.
- 7.6.6 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3-IT.

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by Contractor and by the Director.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by Contractor and by the Director.
- 8.1.3 The Director, may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by Contractor and by the Director.

## **8.2 Assignment and Delegation/Mergers or Acquisitions**

- 8.2.1 The Contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.
- 8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

### **8.3 Authorization Warranty**

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

### **8.4 Budget Reductions**

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

### **8.5 Complaints**

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

#### **8.5.1 Complaint Procedures**

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

8.5.1.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.

8.5.1.3 If the County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

- 8.5.1.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.1.5 Contractor shall preliminarily investigate all complaints and notify the County's Project Director of the status of the investigation within thirty (30) business days of receiving the complaint.
- 8.5.1.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7 Copies of all written responses shall be sent to the County's Project Director within ten (10) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

- 8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to

reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

8.7.1 Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Contractor shall comply with Exhibit D - Contractor's EEO Certification.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program:**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

### **8.8.2 Written Employee Jury Service Policy.**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.



2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor

from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

## **8.10 Consideration of Hiring County Employees Targeted for Layoff or Re-Employment List**

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

## **8.11 Consideration of Hiring GAIN-GROW Participants**

8.11.1 Should the contractor require additional or replacement personnel after the effective date of this Contract, the contractor shall give consideration for any such employment openings to participants in the County's Department of

Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to the contractor. Contractors shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of Contractor on this or other contracts which indicates that Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar Contractor if the Board of Supervisors finds, in its discretion, that Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively

reflects on Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Contractor Hearing Board**

- 8.12.4.1 If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and, if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If Contractor has been debarred for a period longer than five (5) years, Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to

reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to subcontractors of County contractors.

**8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster, in Exhibit I, in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at [www.babysafela.org](http://www.babysafela.org).

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

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

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

**8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor Contractor's performance under this Contract on not less than an annual basis. Such monitoring will include assessing Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors and listed in the appropriate contractor performance database. The

report to the Board will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

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

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

8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

#### **8.17 Employment Eligibility Verification**

8.17.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

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

#### **8.18 Facsimile Representations**

The County and Contractor hereby agree to regard facsimile

representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

#### **8.19 Fair Labor Standards**

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by Contractor's employees for which the County may be found jointly or solely liable.

#### **8.20 Force Majeure**

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both contractor and such subcontractor, and without any fault or negligence of either of them. In such case, contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit contractor to meet the required performance schedule. As used in this subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.



8.20.3 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

8.22.1 This Contract is by and between the County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

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

8.22.4 Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

## **8.23 Indemnification**

8.23.1 County agrees to indemnify, defend and hold harmless Contractor against any claims or liability, loss or expenses (including reasonable attorney's fees) for which County is responsible, which may arise as a result of County's acts or omissions in the performance of its obligations under this Agreement or the performance of any activities by or under the direction or control of County in the performance of this Agreement. County's obligation to defend is limited to the defense of Contractor concerning alleged acts and omissions of County. Contractor shall be responsible to defend itself against any allegations with respect to Contractor's acts and omissions.

8.23.2 Contractor agrees to indemnify, defend and hold harmless County against any claims or liability, loss or expenses (including reasonable attorney's fees) for which Contractor is responsible, which may arise as a result of Contractor's acts or omissions in the performance of its obligations under this Agreement or the performance of any activities by or under the direction or control of Contractor in the performance of this Agreement. Contractor's obligation to defend is limited to the defense of County concerning alleged acts and omissions of Contractor. County shall be responsible to defend itself against any allegations with respect to County's acts and omissions.

## **8.24 General Provisions for all Insurance Coverage**

8.24.1 Without limiting indemnification obligations hereunder, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect Contractor for liabilities which may arise from or relate to this Contract.

### **8.24.2 Evidence of Coverage and Notice to County**

- 8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- 8.24.2.2 Renewal Certificates shall be provided to County not less than ten (10) days prior to contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required contractor and/or subcontractor insurance policies at any time.
- 8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.
- 8.24.2.4 Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.
- 8.24.2.5 Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles  
Department of Mental Health  
Contracts Development and Administration  
Division

550 S. Vermont Ave., 5<sup>th</sup> Floor, Room 500  
Los Angeles, CA 90020

8.24.2.6 Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to contractor. Contractor also shall promptly notify County of any third party claim or suit filed against contractor or any of its subcontractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against contractor and/or County.

#### **8.24.3 Additional Insured Status and Scope of Coverage**

8.24.3.1 Contractor is an entity of the State of California and self-funds high retention levels for its exposures under the California Tort Claims Act as well as its statutory obligations for Workers Compensation. Contractor's insurance programs are described in its Business and Finance Bulletin BUS-81 which can be found at <http://policy.ucop.edu/doc/3520505/BFB-BUS-81>.

8.24.3.2 The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) shall be provided additional insured status under contractor's General Liability policy with respect to liability arising out of contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of Contractor's acts or omissions, whether such liability is attributable to Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it

satisfies the Required Insurance provisions herein.

#### **8.24.4 Cancellation of or Changes in Insurance**

Contractor shall provide County with, or contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

#### **8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

#### **8.24.6 Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

#### **8.24.7 Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any contractor coverage.

#### **8.24.8 Waivers of Subrogation**

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.24.9 Subcontractor Insurance Coverage Requirements**

Contractor shall include all subcontractors as insureds under contractor's own policies, or shall provide County with each subcontractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each subcontractor complies with the Required Insurance provisions herein, and shall require that each subcontractor name the County and contractor as additional insureds on the subcontractor's General Liability policy. Contractor shall obtain County's prior review and approval of any subcontractor request for modification of the Required Insurance.

#### **8.24.10 Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

#### **8.24.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claim made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

#### 8.24.12 **Application of Excess Liability Coverage**

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### 8.24.13 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### 8.24.14 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

#### 8.24.15 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

### 8.25 **Insurance Coverage**

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for

each single accident. Insurance shall cover liability arising out of contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than one million (\$1,000,000) per accident. If contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

**8.25.4 Unique Insurance Coverage**

**8.25.4.1 Sexual Misconduct Liability**

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than two million (\$2,000,000) per claim and two million (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**8.25.4.2 Professional Liability-Errors and Omissions**

Insurance covering contractor's liability arising from or related to this Contract, with limits of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for



a period of not less than three (3) years following this Contract's expiration, termination

**8.25.4.4 Privacy/Network Security (Cyber) Liability**

Insurance coverage providing protection against liability for (1) privacy breaches (liability arising from the loss or disclosure of confidential information no matter how it occurs); (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to our use of computer systems with limits of not less than two million dollars (\$2,000,000). No exclusion/restriction for unencrypted portable devices/media may be on the policy.

**8.26 Intentionally Omitted**

**8.27 Most Favored Public Entity**

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

**8.28 Nondiscrimination and Affirmative Action**

8.28.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 Contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).

8.28.3 Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance

with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 8.28.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 Contractor shall allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of five hundred dollars (\$500) for each such violation pursuant to

California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

**8.29 Non Exclusivity**

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

**8.30 Notice of Delays**

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

**8.31 Notice of Disputes**

Contractor shall bring to the attention of the County's Project Director any dispute between the County and Contractor regarding the performance of services as stated in this Contract. If the County's County's Project Director is not able to resolve the dispute, the Director, or designee shall resolve it.

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

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I, Safely Surrendered Baby Law of this Contract. Additional information is available at [www.babysafela.org](http://www.babysafela.org)

### **8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The Director, or his designee, shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Services (RFS) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", Contractor agrees to defend and indemnify the

County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

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

8.37.1.1 Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

### **8.38 Record Retention and Inspection-Audit Settlement**

8.38.1 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and

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

8.38.2 In the event that an audit of Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s) 8.38.3. Failure on the part of Contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to Contractor, then the difference shall be either: a) repaid by Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to Contractor, then the difference shall be paid to Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

8.40.1 The requirements of this Contract may not be subcontracted by Contractor **without the advance approval of the County**. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If Contractor desires to subcontract, Contractor shall provide the following information promptly at the County's request:

8.40.2.1 A description of the work to be performed by the subcontractor;

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

8.40.3 Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, contractor shall ensure delivery of all such documents to:

**County of Los Angeles – Department of Mental Health  
Contracts Development & Administration Division  
550 S. Vermont Ave., 5<sup>th</sup> Floor, Room 500  
Los Angeles, CA 90020**

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to Paragraph 8.43 (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

**8.42 Termination for Convenience**

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

8.42.2 After either party's receipt of a notice of termination and except as otherwise directed by the County, Contractor shall:



- 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
- 8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract shall be maintained by Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

### **8.43 Termination for Default**

- 8.43.1 The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
  - 8.43.1.1 Contractor has materially breached this Contract;  
or
  - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 Except with respect to defaults of any subcontractor, Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

8.43.5 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 Termination for Improper Consideration**

8.44.1 The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment,

or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

- 8.44.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.45 Termination for Insolvency**

- 8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:
  - 8.45.1.1 **Insolvency of Contractor.** The contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
  - 8.45.1.2 The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code;
  - 8.45.1.3 The appointment of a Receiver or Trustee for Contractor; or
  - 8.45.1.4 The execution by Contractor of a general assignment for the benefit of creditors.
- 8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.46 Termination for Non-Adherence of County Lobbyist Ordinance**

Contractor, and each County Lobbyist or County Lobbying firm as

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

#### **8.47 Termination for Non-Appropriation of Funds**

Notwithstanding any other provision of this Contract, the County shall not be obligated for Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 Validity**

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

#### **8.49 Waiver**

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.50 Warranty Against Contingent Fees**

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

**8.53 Time Off for Voting**

Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

#### **8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Contractor acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting contractors from engaging in human trafficking.

If a Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County shall require that Contractor or member of Contractor's staff be removed immediately from performing services under the Contract. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Contractor's staff pursuant to this paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

#### **8.55 'INTENTIONALLY OMITTED'**

### **9 UNIQUE TERMS AND CONDITIONS**

#### **9.1 'INTENTIONALLY OMITTED'**

#### **9.2 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

9.2.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, Contractor provides services to the County and Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

#### **9.3 Ownership of Materials, Software and Copyright**

9.3.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created in the direct performance of

Contractor's work and as work specifically ordered by the County for its benefit under this Contract as works made for hire under the Federal Copyright Act. Contractor, for valuable consideration herein provided, agrees to execute all documents necessary to assign and transfer to, and vest in the County all right, title and interest in and to such original materials, including the copyright which arise pursuant to Contractor's work under this Contract.

- 9.3.2 During the term of this Contract and for five (5) years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.3.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Director as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.3.4 The County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.3.5 Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under subparagraph 9.3.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.3.3 or for any disclosure which the County is required to make under any state or federal law or order of court.
- 9.3.6 All the rights and obligations of this Paragraph 9.3 shall survive the expiration or termination of this Contract.

## **9.4 Patent, Copyright and Trade Secret Indemnification**

9.4.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

9.4.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.4.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

## **9.5 Contractor's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers.



A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

#### **9.6 Data Destruction**

Contractor(s) and Vendor(s) that have maintained, processed, or stored the County of Los Angeles' ("County") data and/or information, implied or expressed, have the sole responsibility to certify that the data and information have been appropriately destroyed consistent with the National Institute of Standards and Technology (NIST) Special Publication SP 800-88 titled *Guidelines for Media Sanitization*. Available at:

<http://csrc.nist.gov/publications/PubsDrafts.html#SP-800-88 Rev.%201>

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within ten (10) business days, a signed document from Contractor(s) and Vendor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, *Guidelines for Media Sanitization*. Vendor shall provide County with written certification, within ten (10) business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

**9.7 'INTENTIONALLY OMITTED'**

**9.8 'INTENTIONALLY OMITTED'**

**9.9 'INTENTIONALLY OMITTED'**

**9.10 'INTENTIONALLY OMITTED'**

#### **9.11 Alteration of Terms**

No addition to, or alteration of, the terms of the body of this Contract, or Exhibit B (Payment Schedule) or Exhibit(s) hereto,

whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

#### **9.12 Certification of Drug-Free Workplace**

Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States code section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or county's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five (5) days thereafter, shall notify the Director in writing.

#### **9.13 Certification Regarding Debarment. Suspension. Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions (2 C.F.R. Part 180):**

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

#### **9.14 Contractor's Offices**

Contractor shall notify in writing Contracts Development and Administration Division, and any other County office(s) as identified in Subparagraph 8.34 (Notices), of any change in its business address, as shown on the title page of this Contract, at least thirty days prior to the effective date thereof.

#### **9.15 Contractor's Exclusion from Participation in a Federally Funded Program**

9.15.1 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor will notify the Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG) has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances; or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by Federal healthcare program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its Sub-Contractors or its significant business transactions; (6) loss of a state license to practice

a health-care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Mandatory exclusions under State law from Medi-Cal are similar but also include convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a Medi-Cal beneficiary.

- 9.15.2 Contractor shall also comply with DMH Policy "Contractors Eligibility to Provide Goods and Services to Federally Funded Health Care Programs and to Secure Federally Funded Contracts" which includes the following topics: 1) Contractor's responsibility for any and all Civil Monetary Penalties associated with repayments for claims submitted for excluded or suspended agencies or individuals and 2) Contractor's responsibility to provide employee identification information within three (3) business days should DMH or its representatives request it related to sanction list screening compliance.
- 9.15.3 Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Exhibit P as part of its obligation under this Subparagraph.

Failure by Contractor to meet the requirements of this Subparagraph 9.15 shall constitute a material breach of Contract upon which County may immediately terminate or suspend this Contract.

## **9.16 Description of Services**

- 9.16.1 Contractor shall provide evaluation services for the MHSA INN 2 Developing Trauma Resilient Communities: Community Capacity Building project as described in

Exhibit A (Statement of Work) attached hereto and incorporated herein by reference.

- 9.16.2 Contractor shall be responsible for delivering services to DMH to the extent that funding is provided by County. Where Contractor determines that services to DMH can no longer be delivered, Contractor shall provide thirty (30) calendar days prior notice to County.
- 9.16.3 Contractor shall not be required to provide the notice in the preceding subparagraph when County reduces funding to Contractor, either at the beginning of or during the fiscal year. In addition, when County eliminates the funding for a particular project provided by Contractor, Contractor shall not be responsible for continuing services for the project linked to that funding.

#### **9.17 Entire Contract**

The body of this Contract, all attachments attached hereto and incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties which, written or oral, and all other communications between the parties relating to the subject matter of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Contract and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Contract and its definitions and then to such other documents according to Exhibit A (Statement of Work) and Exhibit B (Payment Schedule).

#### **9.18 Immediate Termination by County**

- 9.18.1 In addition to any other provisions for termination provided in this Contract, this Contract may be terminated by County immediately if County determines that:
  - (1) Contractor has failed to initiate delivery of services within thirty (30) calendar days of the commencement date of this Contract; or
  - (2) Contractor has failed to comply with any of the provisions of Paragraphs 8.28 (Nondiscrimination and Affirmative Action), 8.23 (Indemnification), 8.24 (General Provisions for All Insurance Coverage), 8.25

(Insurance Coverage), 8.50 (Warranty Against Contingent Fees), 8.9 (Conflict of Interest), 8.2 (Assignment and Delegation/Mergers or Acquisitions), 8.40 (Subcontracting), 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), 9.12 (Certification of Drug Free Work Place), 9.15 (Contractor's Exclusion from Participation in a Federally Funded Program), 8.51 (Warranty of Compliance With County's Defaulted Property Tax Reduction Program); or

- (3) In accordance with Paragraphs 8.45 (Termination for Insolvency), 8.43 (Termination for Default), 8.44 (Termination for Improper Consideration), 8.46 (Termination for Non-Adherence of County Lobbyist Ordinance), 8.52 (Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program).

9.18.2 In the event that this Contract is terminated, including termination as provided for in Paragraph 9.25 (Termination Without Cause), then:

- (1) Upon issuance of any notice of termination, Contractor shall make immediate and appropriate plans to transfer all work products, evaluation instruments/questionnaires/forms, web-based application/database hardware and software, training materials, and any intellectual property developed under this Contract to the County's Project Director. Such plans shall be subject to prior written approval of the Director, or his designee, and followed by Contractor's submission of completed Exhibit M2 (Contractor's Assignment and Transfer of Copyright to the County's Project Director). If Contractor terminates this Contract, all costs related to such transfer of work products, evaluation instruments/questionnaires/forms, web-based application/database hardware and software, training materials, and intellectual property shall not be a charge to this Contract nor reimbursable in any way under this Contract; and
- (2) If Contractor is in possession of any equipment, furniture, removable fixtures, materials, or supplies owned by County, the same shall be immediately returned to County.

- (3) This Contract shall automatically terminate on the date: (1) that a majority ownership of Contractor changes by sale or otherwise; or (2) that there is any sale or other change of ownership of the facility(ies) where services are to be provided as described in Exhibit A (Statement of Work). Contractor shall provide written notice to County immediately after Contractor first becomes aware that either of these circumstances will occur or has occurred.

### **9.18.3 Suspension of Payments**

Payments to Contractor under this Contract shall be suspended if the Director, for good cause, determines that Contractor is in default under any of the provisions of this Contract. Except in cases of alleged fraud or similar intentional wrongdoing, at least thirty (30) calendar days' notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within fifteen (15) calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

### **9.19 Public Announcements and Literature**

If public announcements and literature distributed by Contractor for the purpose of apprising clients and the general public of the nature of its evaluation services, Contractor shall clearly indicate that the services which it provides under this Contract are funded by the County of Los Angeles.

### **9.20 Purchases**

9.20.1. **Purchase Practices:** Contractor shall fully comply with all federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

9.20.2. **Proprietary Interest of County:** In accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, County shall retain all proprietary interest, except the use

during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any County funds. Upon the expiration or termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. County, in conjunction with Contractor, shall attach identifying labels on all such property indicating the proprietary interest of County.

**9.20.3. Inventory Records, Controls and Reports:** Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. Within ninety (90) calendar days following the execution of this Contract, Contractor shall provide the Director with an accurate and complete inventory report of all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds. The inventory report shall be prepared by Contractor on a form or forms designated by the Director, certified and signed by an authorized officer of Contractor, and one copy thereof shall be delivered to County within thirty (30) calendar days of any change in the inventory. Within five business days after the expiration or termination of the Contract, Contractor shall submit to County six (6) copies of the same inventory report updated to the expiration or termination date of the Contract, certified and signed by an authorized officer of Contractor, based on a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as of such expiration or termination date.

**9.20.4. Protection of Property in Contractor's Custody:** Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures, equipment, materials, and



supplies, Contractor shall immediately notify the police and make a written report thereof, including a report of the results of any investigation which may be made. In the event of any damage or loss of any item of furniture, fixtures, equipment, materials, and supplies, from any cause, Contractor shall immediately send the Director a detailed, written report. Contractor shall contact DMH's Administrative Services Bureau for instructions for disposition of any such property which is worn out or unusable.

9.20.5. **Disposition of Property in Contractor's Custody:** Upon the termination of the funding of any program covered by this Contract, or upon the expiration or termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by County or its authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies purchased or obtained using any County funds, in the same condition as such property was received by Contractor, reasonable wear and tear excepted, or (2) at the Director's option, deliver any or all items of such property to a location designated by the Director. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

**9.21 'INTENTIONALLY OMITTED'**

**9.22 Staffing**

Throughout the term of this Contract, Contractor shall staff its operations so that staffing approximates the type and number indicated in Exhibit A (Statement of Work).

9.22.1 Staff providing services under this Contract shall be qualified and shall only function within the scope of practice.

9.22.2 If, at any time during the term of this Contract, the Contractor has a sufficient number of vacant staff positions that would impair its ability to perform any services under the Contract, Contractor shall promptly notify the County's Project Director of such vacancies.

9.22.3 At all times during the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, language capability(ies), and experience, who are providing any services under this Contract.

### **9.23 Staff Training and Supervision**

9.23.1 Contractor shall institute and maintain an in-service training program for staff providing services. Contractor shall institute and maintain appropriate supervision of all persons providing services under this Contract. Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to HIPAA and Sexual Harassment, and other State and County policies and procedures as well as on any other matters that County may reasonably require.

9.23.2 Contractor shall document and make available upon request by the federal, State and/or County the type and number of hours of training provided to Contractor's officers, employees, agents, and subcontractors.

### **9.24 Technology Requirements**

9.24.1 Contractor shall acquire, manage, and maintain Contractor's own information technology and systems and/or services in order to meet all functionality required for interoperability as specified by County.

9.24.2 Contractor shall ensure that all individuals using electronic methods to sign electronic health records in the performance of work specified under this Contract complete an Electronic Signature Agreement annually.

A. Contractor shall maintain a copy of each Electronic Signature Agreement and make them available for inspection by County upon request.

B. Contractor shall submit to County an Electronic Signature Certification to certify compliance with this provision of this Contract. Contractors who implement electronic methods to sign electronic health records subsequent to the execution of this

Contract shall submit to County an Electronic Signature Certification immediately upon implementation.

- C. County has an Electronic Signature Certification and a sample Electronic Signature Agreement available at:  
[http://lacdmh.lacounty.gov/hipaa/edi\\_homepage.html](http://lacdmh.lacounty.gov/hipaa/edi_homepage.html)

#### **9.25 Termination Without Cause**

This Contract may be terminated by either party at any time without cause by giving at least thirty (30) calendar days prior written notice to the other party. Any termination of this Contract by County pursuant to this Paragraph 9.25 shall be approved by County's Board of Supervisors.

#### **9.26 Third Party Beneficiaries**

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Contract.

#### **9.27 Unlawful Solicitation**

Contractor shall require all of its employees to acknowledge, in writing, their understanding of, and agreement to, comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within the County of Los Angeles that have such a service.

#### **9.28 Contractor Protection of Electronic County Information**

The Board has recognized that the County of Los Angeles must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. The County of Los Angeles, Policy 5.200 "Contractor Protection of Electronic County Information" was adopted to protect personal information (PI), protected health information (PHI) and medical information (MI) electronically stored and/or transmitted by County of Los Angeles Contractors.

Encryption requirements shall apply to all County PI, PHI and MI electronically stored or transmitted by Contractors and subcontractors, irrespective of storage and/or transmission methodology.

- 9.28.1. Contractor shall comply with the encryption standards set forth in Exhibit G8-IT Protection of Electronic County PI, PHI and MI (Data Encryption) and submit Exhibit G4-IT LAC-DMH Contractor's Compliance with Encryption Requirements;
- 9.28.2. Contractor shall comply with the Information Security Requirements set for in Exhibit G7-IT Information Security and Privacy Requirements;
- 9.28.3. Contractor shall comply with Exhibit G5-IT Confidentiality Oath (Non LAC-DMH Workforce Members); and
- 9.28.4. Contractor shall comply with Exhibit G6-IT County of Los Angeles Agreement for Acceptable Use and Confidentiality of County Information Technology Resources.

## **9.29 Proprietary Consideration**

- 9.29.1 **County Materials:** County shall be the sole owner of all right, title and interest, including copyright, in and to all materials, plans, reports, needs assessment, documentation and training materials provided by Contractor for County pursuant to this Contract and as work specifically ordered by the County for its benefit under this Contract as works made for hire under the Federal Copyright Act, (collectively "County Materials"). All copyrights, patent rights, trade secret rights and other proprietary rights therein shall be the sole property of County. Contractor hereby assigns and transfers to County any and all of Contractor's right, title, and interest in and to all such County Materials.
- 9.29.2 **Transfer to County:** Upon request of County, Contractor shall execute all documents requested by County and shall perform all other reasonable acts requested by County to assign and transfer to, and vest in, County all Contractor's right, title and interest in and to the County Materials. County shall have the right to register all copyrights and patents in the name of County of Los Angeles. All material expense of effecting such assignment and transfer of rights shall be borne by County. Further, County shall have the

right to assign, license or otherwise transfer any and all County's right, title and interest, including, but not limited to, copyrights and patents, in and to the County Materials.

### **9.30 County Audit Settlements**

9.30.1. If, at any time during the term of this Contract or at any time after the expiration or termination of this Contract, authorized representatives of County conduct an audit of Contractor regarding the services provided hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then, the difference shall be either:

(1) repaid by Contractor to County by cash payment upon demand; or

(2) at the sole discretion of the Director, deducted from any amounts due by County to Contractor, whether under this Contract or otherwise.

If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

9.30.2. Failure on the part of Contractor to comply with any of the terms of this Paragraph shall constitute a material breach of this Contract upon which County may terminate or suspend this Contract.

### **9.31 Program Supervision, Monitoring and Review**

Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of the Director or his designee. The Director, or his designee, shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. Upon receipt of a DMH Monitoring Report, Contractor shall respond in writing to the particular DMH Project Monitor within the time specified in the Report either acknowledging the reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate correction of all deficiencies. In the event of a State audit of this Contract, if State auditors disagree with County's written instructions to Contractor in its performance of this Contract, and if such disagreement results in a State disallowance of any of

Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State. Authorized State representatives shall have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable time.

### **9.32 Reports**

9.32.1. Contractor shall make reports as required by the Director or by State regarding Contractor's activities and operations as they relate to Contractor's performance of this Contract. In no event may County require such reports unless it has provided Contractor with at least thirty (30) days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

9.32.2. Income Tax Withholding:

(1) If Contractor has not had a DMH contract in effect for at least the last three consecutive years, Contractor shall submit to DMH's Contracts Development and Administration Division (CDAD) the following reports showing timely payment of employees' Federal and State income tax withholding. Further, Contractor shall provide these reports to DMH whenever requested by the Director. These reports shall include, but are not limited to:

(a) Within ten (10) days of filing with the Federal or State government, a copy of Contractor's Federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or State Form DE 3 or their equivalents).

(b) Within ten (10) days of each payment, a copy of a receipt for, or other proof of payment of, each employee's Federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

(2) Required submission of above quarterly and monthly reports by Contractor may be waived or discontinued by the Director in writing based on Contractor's demonstration of prompt and appropriate payment of all its obligations. This

Subparagraph B shall not apply to governmental agencies.

### **9.33 Disclosure of Information**

During and after the term of this Contract, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials, using the name of County or of any County employee or agent or of any County client without prior written consent of Director. The Director shall have the sole and absolute right to grant or deny such consent.

### **9.34 Reporting of Abuse and Related Personnel Requirements**

**9.34.1. Elders and Dependent Adults:** Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15630 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. Contractor, and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

**9.34.2. Minor Children Abuse:** Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164, et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California PC 11164, 11165.8 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

#### **9.34.3. Contractor Personnel:**

- (1) Contractor shall assure that any person who enters into employment as a care custodian of elders, dependent adults, and minor children or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign a statement on a form provided by Contractor in

accordance with the above code sections to the effect that such person has knowledge of, and will comply with, these code sections.

- (2) Although clerical and other non treatment staff are not required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.
- (3) For the safety and welfare of elders, dependent adults, and minor children Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.
- (4) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Contract concerning, any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults, or minor children or which otherwise make it inappropriate for such person to be employed by Contractor. In the event that Contractor becomes aware that a criminal complaint has been filed against any employee or prospective employee, Contractor shall make a determination whether the acts as alleged in the complaint would be inimical to the interests of elders, dependent adults, and minor children or would otherwise make it inappropriate for such person to be employed by Contractor. If Contractor determines that such alleged acts would be inimical to the interests of elders, dependent adults, and minor children or would otherwise make it inappropriate for such person to be employed by Contractor, then Contractor shall not employ or continue to employ such person or shall take other appropriate action to fully protect all persons receiving services under this Contract.



### **9.35 Licenses, Permits, Registrations, Accreditations, and Certificates**

Contractor shall obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's facility(ies) and services under this Contract. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Contract all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to DMH's CDAD.

### **9.36 Form of Business Organization Disclosure**

9.36.1. Form of Business Organization: Contractor shall prepare and submit to DMH's CDAD an affidavit sworn to and executed by an authorized officer of Contractor, containing the following:

- (1) A statement indicating the form of Contractor's business organization (i.e., proprietorship, partnership, corporation, joint venture, or a combination thereof), the state in which it is registered, and whether Contractor is established as a for-profit or non-profit organization.
- (2) A detailed statement indicating whether Contractor is totally or substantially owned by any other business organization(s), and if so, the name(s) and address(es) of each such business organization(s).
- (3) A detailed statement indicating whether Contractor totally or partially owns any other business organization(s) that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Contract, and if so, the name and address of each such business

organization and the specific nature of its business with Contractor.

- 9.36.2. If, during the term of this Contract, the form of Contractor's business organization changes, the majority ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify DMH's CDAD in writing detailing such changes thirty (30) days prior to any such changes.

### **9.37 Termination of Contract**

- 9.37.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than five (5) business days after the notice is sent. Such termination shall be without liability to County other than payment for work already rendered up to the date of termination. County shall pay Contractor the reasonable value for such work not to exceed the maximum sum due under this Contract.
- 9.37.2 After receipt of a notice of termination and except as otherwise directed by County, Contractor shall:
- A. Stop work under this Contract on the date and to the extent specified in such notice;
  - B. Transfer title and deliver to County all completed work and work in process; and
  - C. Complete performance of such part of the work as shall not have been terminated by such notice.
- 9.37.3 Notwithstanding any other provision of this Contract, the failure of Contractor to comply with the terms of this Contract or any directions by or on behalf of County issued pursuant thereto, may constitute a material breach hereof, thereby justifying immediate termination or suspension of this Contract.
- 9.37.4 Contractor shall maintain accurate and complete financial records of its activities and operations relating to this

Contract and, for a period of four (4) years after termination or final settlement under this Contract.

9.37.5 Contractor shall make available to County, all of its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Contract with respect to Contractor's work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other cost incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

### **9.38 County Lobbyists**

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

### **9.39 Performance Standards and Outcome Measures**

Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, thirty (30) calendar days prior to implementation. These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by Contractor.

#### **9.40 Title to Property**

9.40.1 County and Contractor agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be Proprietary or Confidential to Contractor and marked as such as described in Subparagraph 9.3.3, are the sole property of Contractor.

9.40.2 County and Contractor agree that all data, including enhancements and modifications of the data, originated or created through Contractor's work during the course of this Contract shall remain the sole property of the County as described in Subparagraph 9.3.1. Contractor further agrees that any documentation or technical materials provided by County or generated by County or Contractor during the course of Contractor performance pursuant to this Contract shall not be reproduced or disclosed without the prior written consent of County's Project Director.

#### **9.50 Compliance with Fair Chance Employment Hiring Practices**

Contractor shall comply with fair chance employment hiring practices set forth in California Code Section 12952, Employment Discrimination: Conviction History. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract (Exhibit Q).

#### **9.51 Default Method of Payment: Direct Deposit or Electronic Funds Transfer**

9.51.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under an agreement/ contract with the County shall be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

9.51.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably

necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

9.51.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

9.51.4 At any time during the duration of the contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

#### **9.52 Compliance with the County Policy of Equity**

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.bos.lacounty.gov/pdf/PolicyOfEquity.pdf>). The contractor further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Contract to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By \_\_\_\_\_

JONATHAN E. SHERIN, M.D., Ph.D.  
Director of Mental Health

\_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

# **EXHIBIT A**

## **STATEMENT OF WORK**

### **EVALUATION OF INNOVATION 2**

### **DEVELOPING TRAUMA RESILIENT COMMUNITIES: COMMUNITY CAPACITY BUILDING**

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# STATEMENT OF WORK

## 1.0 SCOPE OF WORK

The Contractor shall be required to 1) develop the methodology for and 2) conduct the evaluation of Los Angeles County - Department of Mental Health's (LAC-DMH) Mental Health Services Act (MHSA) Innovation 2 (INN 2) Developing Trauma Resilient Communities through Community Capacity Building project ("Project").

Through this evaluation, the Contractor will evaluate the following:

- Factors that influence trauma and the development of trauma-related mental illness;
- Efficacy of Strategies to Strengthen Community Capacity to address trauma; and,
- The strength and Sustainability of Community Partnerships to address trauma.

As such, the Contractor will select or develop any necessary instruments needed to measure individual level outcomes for participants of INN 2 service strategies. Contractor will also collect data for each strategy in a web-based application, or comparable electronic format, such that outcome measures specific to the efficacy of the strategy can be developed and analyzed.

### **Factors that Influence Trauma and the Development of Trauma-Related Mental Illness**

Contractor shall develop the methodology necessary to evaluate the following general activities provided by Contracted Lead Agencies (CLAs) that implement and provide INN 2 services to proposed, geographically-defined communities in the MHSA INN 2 Project:

1. Partnership Development and Coalition Building
  - a. CLAs will establish a coalition of agencies, groups and/or organizations with identified roles, expectations, and in-kind resources that will be responsible for elements of the work associated to the strategies and the goals of this Project.
  - b. CLAs will create synergy within geographically-defined communities to facilitate and sustain the goals of this Project.
2. Community Empowerment and Leadership Development
  - a. CLAs will involve stakeholders from the identified geographic areas in the planning, implementation and decision-making, to include establishing an advisory committee to guide decision-making.

- b. CLAs will facilitate sustainable interactions between stakeholders groups, committees, coalition and other advisory bodies involved in local decision-making.
  - c. Over the course of the five (5) year Project, CLAs will ensure community leadership is strengthened so that the capacity of the geographically-defined community to address trauma or trauma risk is sustained beyond the time-limited Project.
3. Outreach, Engagement, Training and Technical Assistance to Communities
- a. CLAs will develop a plan, with community input, to create community awareness, action and support for trauma and its impact on the development of mental illness and its impact on the community.
  - b. CLAs will ensure that community participants, as well as organizations, know how, when, and where to refer an individual for a mental health evaluation.
4. Knowledge, Experience and Understanding of Trauma and its Impact
- a. CLAs will demonstrate an understanding of trauma, its correlates and potential causes related to the age group(s) proposed to be served.
5. Cities/Geographic Area(s) Identified for Inclusion and Rationale for Selection
- a. The geographic area selected for this Project will have residents that have been historically underserved or unserved by the mental health system.
  - b. The geographic area selected will have a sufficient foundation of support, leadership and civic engagement to support the development and implementation of this Project.
6. Coordination of work with other local, neighborhood health and mental health initiatives, including Best Start initiatives, California Endowment Community Capacity Building Projects and involvement in mental health SAACs.

Contractor shall ensure that the methodologies developed and proposed measures to evaluate the general activities listed above are submitted to LAC-DMH for approval prior to use.

**Efficacy of Strategies to Strengthen Community Capacity**

Contractor shall also develop the methodology necessary to evaluate one or more of the following strategies implemented by CLAs in proposed geographically-defined areas:

Strategy 1: **Building Trauma-Resilient Families** – This model targets children ages birth to five (5) years and their caregivers who have experienced complex trauma and/or are at risk for complex trauma. Activities include assessing and educating families and young children for exposure to Adverse Childhood Experiences (ACES). The intended outcomes of this strategy are as follows:

1. Children and families served will demonstrate an increased use of positive coping strategies to reduce the impact of trauma.
2. Social isolation reported by parents or caregivers and children will decrease.
3. At-risk children with trauma symptoms who have been underserved will receive referrals to mental health treatment/systems when necessary (improve mental health access for children in underserved at risk communities).

Strategy 2: **Trauma-Informed Psycho-Education And Support For School Communities** – In this model, training/workshops on recognizing behaviors and symptoms of stress and trauma in children will be provided to Early Care/Education (EC/E) and school personnel and community mentors who work with children ages 3-15 years. The workshops would teach simple trauma-informed coping techniques that can be implemented within EC/E and school settings to reduce stress experienced by children. The intended outcomes of this strategy are as follows:

1. Reduction of stress experienced by children/students served by the participating EC/E programs/agencies and schools as indicated by improved attendance and reduction in suspension and expulsion rates.
2. Increased referrals and linkages of identified at-risk students with trauma symptoms and their family members to needed mental health and trauma-informed services.
3. Reduction of stress experienced by participating EC/E program/agency and school staff as indicated by decreased sick days and staff turnover and a decrease in compassion fatigue/vicarious trauma scores on corresponding validated measures, administered at both pre- and post-intervention.

Strategy 3: **Transition Age Youth (TAY) Support Network** – In this model, CLAs convene support networks through outreach and engagement to TAY ages 16-25 years and TAY peer support groups utilized as a universal prevention strategy to engage TAY who may be socially

disconnected and at risk of or experiencing early course mental illness related to trauma due to their circumstances of being currently or formerly homeless. The intended outcomes of this strategy are as follows:

1. Social isolation/withdrawal and negative social connections will decrease.
2. Vulnerable TAY will demonstrate increased positive coping strategies to reduce the impact of trauma over the course of the engagement and support.
3. Through the utilization of positive coping strategies, an increase in social connectedness that leads to the ability of current and former homeless TAY to secure housing and/or maintain their current housing placement.
4. Decreased trauma symptoms for at-risk TAY.
5. On average, a reduced duration of untreated mental illness for TAY who are referred to the specialty mental health system, as compared to a sample of TAY receiving mental health services from providers not associated with INN 2 communities.

Strategy 4: **Coordinated Employment Within a Community** – This model targets TAY, adults, and older adults with employment goals. A network of businesses within a specific community will be created that will provide coordinated job opportunities to individuals who are experiencing trauma associated with being homeless/formerly homeless. Job opportunities will be sought out in the competitive employment market and through the development of social enterprises within the community. In addition to the use of a standardized employment assessment tool, individuals will be matched to the employment opportunities that the network will provide. The intended outcomes of this strategy are as follows:

1. Increased sense of well-being and self-sufficiency.
2. Increased integration into and connection with the community for individuals employed.
3. Increase in individual income and a reduction in poverty.
4. Reduction in the use of public resources including Supplementary Security Income (SSI) and Medi-Cal as a result of income and health insurance received through employment.

Strategy 5: **Community Integration For Individuals With A Mental Illness With Recent Incarcerations Or Who Were Diverted From The Criminal Justice System** – This strategy focuses on TAY (ages 18+ years), adults, and older adults with mental illness and histories of incarcerations whose trauma is re-activated after release from jail and due to the lack of pro-social community supports, high-risk

housing, and substance abuse. This strategy proposes that community consortiums be created to facilitate community reintegration, and to provide training to local law enforcement, courts staff, community agencies and housing supports on the benefits and scope of treatment for those diagnosed with mental illness, and which are designed to reduce re-incarcerations. The intended outcomes of this strategy are as follows:

1. At the community level, reduced stigma in the judicial system, law enforcement, and the community, measured over the course of the INN 2 Project.
2. Increase housing for individuals with a recent history of incarceration and mental illness, measured through the establishment of housing benchmarks.
3. Increase successful linkages from incarceration or diversion to mental health services in the community.
4. Reduce re-incarcerations, as indicated by sampling client incarceration rates prior to implementation of this strategy versus after implementation.

**Strategy 6: Geriatric Empowerment Model (GEM) Program** – This strategy focuses on establishing a Senior Empowerment Center (SEC) that will providing a wide array of supportive services during the day, including food, clothing, shower services, and mental health education, to older adults (aged 60+ years) who are currently homeless and experiencing trauma from being homeless. The CLAs will also provide Community Stakeholder Education (CSE) to residents and community stakeholders on best practices for communicating and engaging homeless seniors on the issues they face and to help them identify community resources. The intended outcomes of this strategy are as follows:

1. Improve the likelihood of older adults accessing mental health services to better reduce the number of homeless mentally ill older adults within the community.
2. Decrease homelessness of GEM participants by 60% or more.
3. Decrease trauma symptoms in this population.
4. Increase from the baseline level, community knowledge and use of resources to engage and assist the homeless mentally ill older adult.

**Strategy 7: Culturally Competent Non-Traditional Self-Help Activities For Families With Multiple Generations Experiencing Trauma** – This model focuses on addressing community or societally-induced trauma experienced by intergenerational families. The strategy is implemented in three distinct phases of work by the CLAs: (1)

Culturally appropriate Outreach, Education and Engagement (OEE); (2) Culturally Appropriate Intergenerational Family Wellness Screenings; and (3) culturally relevant family healing activities, including participation in intergenerational family mentorship services. The intended outcomes of this strategy are as follows:

1. Increased sense of social connectedness for inter-generational families participating in the culturally relevant non-traditional self-help activities and groups.
2. Increased ability to cope with trauma as reported by inter-generational families.
3. Reduction in levels of shame and stigma related to trauma and mental illness as reported by intergenerational families.
4. An increased percent of individuals referred to the specialty mental health system (increased mental health service penetration) as compared to an ethnically-matched sample from a non-INN 2 community mental health.

Contractor shall ensure that the methodologies and proposed measures developed to evaluate each of the seven strategies listed above are submitted to LAC-DMH for approval prior to use.

#### **Sustainability of Community Partnerships in Addressing Trauma**

The Contractor shall also be required to conduct an evaluation on all INN 2 community partnerships associated with each geographically-defined partnership across Los Angeles County using a mixed methods quantitative and qualitative approach, that measures the impact of a community capacity approach and the impact of specific strategies at a system (community) level and at an individual participant level over the course of the five (5) year Project. Through the evaluation, the Contractor should answer the following learning questions:

1. What strategies contribute most significantly to increasing a community's ability and willingness to support its members in ways that reduces the likelihood of the impact of trauma for specific individuals at risk of or with a mental illness? What is the relative impact of selected asset-based culturally competent community capacity-building strategies on reducing trauma and its consequences?
2. Does asset-based, culturally competent community capacity-building within geographically-defined communities result in an increased ability by the community member to seek care and support when it is needed (increased access through formal and informal pathways) and does that approach result in decreased trauma and mental health symptoms for those experiencing symptoms or who are at-risk of experiencing symptoms?

3. What is the added value of investing in community capacity building, as opposed to investing solely in mental health service delivery directly to the mentally ill client in addressing the correlates of trauma?

## **2.0 SERVICES TO BE PROVIDED**

Contractor shall complete the following tasks:

- 2.1 Participate in quarterly learning sessions with INN 2 CLAs and partner organizations as specified by LAC-DMH over the course of the Project.
- 2.2 Engage specific communities in the overall approach to the evaluation, including measures selection and methods to collect data by convening a focus group comprised of key community stakeholders.
- 2.3 During the first six (6) months of the first year of the Contract Term, conduct an evaluation of the following, including identifying and/or developing instruments and an evaluation methodology to measure the following system level outcomes:
  - 2.3.1 The degree to which each INN 2 CLA facilitated/developed community-based networks and leveraged the resources within the geographically-defined community.
  - 2.3.2 The strength of each community partnership.
  - 2.3.3 The impact of the community partnerships in relation to the increased community knowledge of the signs and symptoms of mental illness and trauma.
  - 2.3.4 The impact of the community partnerships in relation to the increase/decrease in community stigma of mental illness and of trauma.
  - 2.3.5 The impact of the community partnerships in relation to community acceptance of mental illness and the experience of trauma.
  - 2.3.6 The degree to which the INN 2 CLAs and their community partners engaged individuals residing in and working in identified communities in the planning, implementation and decision-making related to this work.

- 2.3.7 The degree to which each community's capacity to identify, serve and support individuals at risk of or experiencing trauma and its mental health consequences increased/decreased over the five (5) year Project.
- 2.3.8 The degree to which the community partnership impacted the community leadership capacity, and the changes to that capacity in relation to proactive mental health/illness identification and trauma prevention and early intervention.
- 2.3.9 The degree to which any improvements in community leadership will be sustained through specifically developed plans and the quality of those plans.

All instruments and evaluation methodologies developed must be approved by LAC-DMH prior to use.

- 2.4 Conduct an evaluation of the following, including identifying and/or developing instruments that measure the following individual-level outcomes for participants of INN 2 service strategies:
  - 2.4.1 Changes in trauma risk or symptomatology by age group and by INN 2 community.
  - 2.4.2 Changes in INN 2 participants' knowledge of mental illness and knowledge of trauma symptoms by community.
  - 2.4.3 Changes in the participants' knowledge of how to seek mental health services if needed.
  - 2.4.4 Changes in protective factors, such as changes in social connectedness, parental or caregiver resilience, increased social support/connectedness and increased socio-emotional competency for children.
  - 2.4.5 Changes in positive coping styles for individuals served.
  - 2.4.6 For TAY who are identified as needing formal mental health treatment, measure the duration of untreated mental illness, comparing it to a sample of TAY not engaged through this Project but receiving services in the mental health system.
  - 2.4.7 Changes in access to mental health care earlier in the course of exposure to trauma, including changes in community pathways to mental health care.



- 2.4.8 Substance (e.g., prescription or illicit drugs, or alcohol) use/abuse patterns prior to and after receiving INN 2 service strategies.
  - 2.4.9 Strategy participant perception of connection to one's community, including the key elements slightly that comprise or operationalize community connection, measured at the beginning of contact and/or service and periodically.
  - 2.4.10 Changes in participation in community activities by individual participants.
  - 2.4.11 Changes in participant emotional well-being and level of self-sufficiency by age group sensitive to ethnicity, culture, and language.
  - 2.4.12 Participant satisfaction with INN 2 services.
  - 2.4.13 All instruments and evaluation methodologies developed must be approved by LAC-DMH prior to use.
- 2.5 During the first six (6) months of the first year of the Contract Term, identify and/or develop a cultural competency measure that evaluates how well the INN 2 services met the ethnic, cultural and linguistic needs of participants served. Ensure all measures proposed to be used are appropriate to age, culture and ethnicity, and ensure that all participant completed measures are translated into threshold languages pertinent to specific communities involved in this Project. Where translation into these languages is necessary, and where the developer of the outcome measure allows, obtain translation, including back-translation, that is approved by the developer of the measure. All measures and evaluation methodologies developed must be approved by LAC-DMH prior to use.
- 2.6 Identify and/or develop the following strategy-specific outcomes, measured only for INN 2 communities that choose the strategy:
- 2.6.1 Building Trauma Resilient Families (Strategy 1)
    - 2.6.1.1 Measure changes in the collective impact of trauma on the family as a system.
  - 2.6.2 Trauma-Informed Psycho-Education And Support For School Communities (Strategy 2)
    - 2.6.2.1 Measure changes in stress level of school/early childhood education personnel, such as changes in sick days, staff turnover, compassion fatigue and vicarious trauma.

- 2.6.2.2 Measure changes in stress or trauma experienced by children served by the participating early childhood education and schools, including changes in attendance and expulsions/suspensions.
- 2.6.3 Coordinated Employment Within a Community (Strategy 4)
  - 2.6.3.1 Measure changes in employment rates for participants.
- 2.6.4 Community Integration For Individuals With A Mental Illness With Recent Incarcerations Or Who Were Diverted From The Criminal Justice System (Strategy 5)
  - 2.6.4.1 Measure change in incarceration rates, sampling client incarceration rates prior to implementation of this strategy versus after implementation within a given geographic area.
- 2.6.5 Geriatric Empowerment Model (GEM) Program (Strategy 6)
  - 2.6.5.1 Measure the changes in homelessness rates after participation in Strategy 6.
- 2.6.6 Culturally Competent Non-Traditional Self-Help Activities For Families With Multiple Generations Experiencing Trauma (Strategy 7)
  - 2.6.6.1 Measure changes in the collective impact of trauma on the family as a system.
  - 2.6.6.2 Comparing an ethnically-matched sample from a non-INN 2 community, measure the percent of individuals referred to the specialty mental health service system.
- 2.7 By the end of the first year of the Contract Term, in conjunction with LAC DMH, develop tracking instruments/forms for INN 2 CLAs and community partners to collect service information required for INN 2. All tracking instruments/forms developed for INN 2 must be approved by LAC-DMH prior to use.
- 2.8 During the first six (6) months of the first year of the Contract Term, obtain all outcome measures, including obtaining any licenses on behalf of LAC-DMH. For measures to be administered by community partners, distribute measures and train INN 2 CLAs and community partners in the use of the measures and in data collection protocols, prioritizing measures and training to those to be administered at the start of services.

- 2.9 During the first six (6) months of the first year of the Contract Term, develop or obtain a web-based application, or comparable system, to be used for the collection of outcome measures data for each geographically-defined community, and ensure that such data is transmitted electronically in a secure manner to the Contractor, as described in Section 5.0 (Web-based Application System).
- 2.9.1 By the end of the first year of the Contract Term, and through the third year of the Contract Term, provide both on-site and off-site trainings for INN 2 CLAs on system implementation, data entry, and electronic data transmission, on an as-needed basis.
- 2.9.2 By the end of the first year of the Contract Term, and throughout all subsequent years of the Contract Term, provide system help desk support via phone and e-mail to INN 2 CLAs during regular working hours for technical system issues.
- 2.9.3 During the second year of the Contract Term, or earlier as specified by LAC-DMH, and throughout all subsequent years of the Contract Term, continue to review data entered to ensure that it is accurate and valid.
- 2.10 During the first six (6) months of the first year of the Contract Term, organize data that will be collected in preparation for data analysis and development of production reports as determined by LAC-DMH. The reports will provide recommendations on successful service strategies, for LAC-DMH to use for programmatic oversight of the evaluation of the INN 2 and for LAC-DMH to report on the status of the INN 2 to local and State entities. Review reports with LAC-DMH, as directed.
- 2.10.1 By the end of the first year of the Contract Term, tailor all reports based on feedback from INN 2 CLAs and LAC-DMH.
- 2.10.2 By the end of the first year of the Contract Term, and for the second year and third year of the Contract Term, complete quarterly outcome measures reports by strategies and by INN 2 CLAs to LAC-DMH.
- 2.10.3 During the last year of the Contract Term, finalize and submit the final report to LAC-DMH in an electronic format on the outcomes for each INN 2 community and strategy, along with an analysis of the learning questions associated with INN 2 documented in Section 1.0 and final recommendations to LAC-DMH on successful community capacity building approaches and their impact on trauma.

The Contractor shall commence INN 2 Evaluation services within thirty (30) days of the commencement of the awarded contract.

### **3.0 QUALITY CONTROL**

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review on an annual basis. The plan shall include, but may not be limited to the following:

- 3.1 Method of monitoring to ensure that Contract requirements are being met; The Quality Improvement Program shall include an identified monitoring system covering all the services listed in this RFS and SOW. To the extent possible, the Quality Improvement Program shall be in keeping with the Department's Quality Improvement Work Plan, and focus on monitoring the agency's service delivery capability.
- 3.2 A record of all reviews conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

The Contractor shall establish and utilize a comprehensive Quality Improvement Program, including a Quality Assurance process, to ensure the required evaluation services are provided at a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to LAC-DMH for review and approval. The Plan shall be effective on the Contract start date, and shall be updated and re-submitted for LAC-DMH approval as changes occur.

### **4.0 QUALITY ASSURANCE PLAN**

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, (Standard Terms and Conditions), sub-paragraph 8.15, (County's Quality Assurance Plan).

- 4.1 The Contractor shall be required to participate in regular learning session meetings with INN 2 CLAs and LAC-DMH Program Director where data and progress will be reviewed to determine progress toward achieving the goals of this INN 2 Project. These meetings shall serve as the basis for learning and for making any mid-course service corrections to the INN 2 community approaches.

## **4.2 County Observations**

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

## **5.0 WEB-BASED APPLICATION SYSTEM**

Contractor will also be responsible for providing and maintaining an INN 2 program database and web-based application, or comparable system, to collect, track, and report on outcome measures data for each geographically-defined community and report on program outcomes by strategy for each community partnership assembled by CLAs via the INN 2 Project. The system must adhere to the specifications listed in this section.

5.1 Contractor's web-based application must provide the following core user functionality:

5.1.1 User registration management system with self-service password management and a customizable levels system hierarchy that provides unrestricted access to higher-level users and restricts access to lower-level users.

5.1.2 A data collection infrastructure that allows multiple users to collect and enter systems-level and individual-level outcomes data simultaneously from multiple users and across multiple sites, and allows users to edit previously entered data to help ensure data quality.

5.1.3 Data collection forms that capture system-level outcomes and individual-level outcomes, as directed by County's Project Director.

5.1.4 Ability to generate customized reports based on collected data as described in Sections 2.3, 2.4, 2.5, and 2.6 of this SOW on an as needed basis.

5.1.5 Ability to generate customized data quality reports that include data discrepancies to allow users to validate the quality of the system-level and individual level outcomes data entered into the web-application.

5.1.6 User friendly interface/dashboards that provide users a visual way to securely view live data results and reports.

- 5.2 Contractor's web-based application must provide the following technical functionality:
- 5.2.1 Support by all major platforms/internet browsers and compatibility with computers, tablets, and mobile devices.
  - 5.2.2 Application Programming Interface (API) that allows integration of backend data to various case management systems and electronic health record systems, to be identified by County's Project Director, to extract system-level and individual-level data.
- 5.3 Contractor's web-based application must meet the following security parameters:
- 5.3.1 Provide Unique User Identification for all users connecting to Contractor's web-based application.
  - 5.3.2 Information regarding the user's time of access, which pages are accessed, and from what location the connection originated from must be logged and kept for a period of seven (7) years in the system database.
  - 5.3.3 User accounts must have expiration date. Only system administrators shall have the ability to renew or extend an expired account life.
  - 5.3.4 Inactive user accounts must be kept in the system's database and never be deleted. Accounts which are not used and left inactive for a period beyond ninety (90) days must automatically become suspended.
  - 5.3.5 Contractor's web-based application must provide a secure login screen for users and a security system that adheres to HIPAA and FDA CFR Part 11 compliance standards.
  - 5.3.6 Users must be automatically logged out of system after twenty (20) minutes of inactivity and required to log back in to the system before they have access again.
  - 5.3.7 After five (5) consequent failed attempts within five (5) minutes they system must lock the user's account.
  - 5.3.8 A complete history of all changes to all records and fields must be maintained by Contractor's system to prevent past records from being overwritten. When existing records are modified or otherwise changed, the original data must be retained, and the new data must

be recorded as a new line of data and tracked with the last mod timestamp field in Contractor's system.

- 5.3.9 A self-service process that includes several challenges to validate the user's identity is acceptable; otherwise a system administrator must conduct the verification prior unlocking the account.
- 5.3.10 Stored electronic PHI data must be encrypted utilizing an industry standard AES-256 cypher locally within the drive volume as well as through Microsoft SQL.
- 5.3.11 Data transmitted over the internet, via Contractor's web-based application, must be encrypted at all times and transmitted via a secure network connection. Contractor's web-based application must utilize SSL technology to ensure a safe and reliable connection. At no point during rest, must electronic PHI data be accessible on Contractor's system.
- 5.3.12 Emergency access to the Contractor's system must be provided through a mirrored server system in emergency situations where the Contractor's webserver or database is down.
- 5.3.13 Database must be backed up in Contractor's server on a regular basis. The backups must be encrypted and stored distant from the actual server.

## **6.0 INFORMATION TECHNOLOGY, PRIVACY & ELECTRONIC SECURITY**

### **6.1 Technology Requirements**

- 6.1.1 Contractor's information system or information technology system shall meet the functional, workflow, and privacy/security requirements listed below under Section 6.2 (Privacy and Electronic Security).
- 6.1.2 Contractor is solely responsible for complying with all applicable State and Federal regulations affecting the maintenance and transmittal of electronic information.

### **6.2 Privacy and Electronic Security**

- 6.2.1 Contractor shall comply with all Federal and State laws as they apply to Protected Health Information (PHI), Individually Identifiable Health Information (IIHI), and Personal Identifying Information (PII), and electronic information security.

6.2.2 Any Contractor that is deemed a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") shall comply with the HIPAA privacy and security regulations independently of any activities or support of LAC-DMH or the County of Los Angeles.

6.2.3 Any Contractor that is deemed a "Business Associate" of County under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") shall enter into a Business Associate Agreement with the County of Los Angeles to ensure compliance with the privacy standards. For example, if the training is to be designed and delivered by a covered entity such as a Community Mental Health Center and the logistical services providers, vendors, or facilities staff are subcontractors, then a Business Associate Agreement would be required between the covered entity and the logistical services or facility providers in case the subcontractors may handle information regarding the health status of the students who are consumers or family members. If the training is to be designed and delivered by a non-covered entity, then a Business Associate Agreement will be required between the Contractor and the County in case the Contractor may handle information regarding the health status of the students who are consumers or family members.

## **7.0 RESPONSIBILITIES**

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### **7.1 Personnel**

The County will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

7.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

7.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

7.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0 (Standard Terms and Conditions), Sub-paragraph 8.1 (Amendments).



## **CONTRACTOR**

### **7.2 Personnel/Staffing**

- 7.2.1 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.
- 7.2.2 Contractor shall be required to background check their employees as set forth in Paragraph 7 (Administration of Contract – Contractor), sub-paragraph 7.5 (Background and Security Investigations), of the Contract.
- 7.2.3 Evaluation activities should be led by a qualified individual with appropriate credentials to conduct this scale and type of mixed methods qualitative and quantitative evaluation. The evaluation staffing may include research assistants or interns with appropriate supervision. All staff must have experience and training associated with producing the deliverables of this Project. The organizational chart shall indicate the reporting lines of all staff, including subcontractor staff, if applicable. Staff shall have the ability to provide culturally and linguistically appropriate services related to evaluation. A single evaluation staff shall be appointed as the main evaluation point of contact for each model as referenced in Section 1.0 of this SOW.
- 7.2.4 Rosters: Contractor shall provide LAC-DMH, at the beginning of each Contract term and within thirty (30) days of any staff change(s), a roster of all staff that includes: (1) name and positions; (2) work schedule; (3) fax and telephone numbers; and (4) any non-English, Los Angeles County threshold-languages spoken by staff.
- 7.2.5 Changes in Staffing: Contractor shall advise LAC-DMH Program Director in writing of any change(s) in Contractor's key staff at least twenty-four (24) hours before proposed change(s), including name and qualifications of new staff. Contractor shall ensure that no interruption of services occurs as a result of the change in staff.
- 7.2.6 Language/Cultural Ability: Contractor's staff, as well as any Subcontractor staff who are performing services under this Contract, shall be able to read, write, speak, and understand English in order to conduct business with LAC-DMH Program Director Furthermore, the staff must be culturally competent in working with individuals from all communities being served. In addition to having competency in English, Contractor shall ensure there is a sufficient number of

bilingual staff to meet the language needs of the contractors selected to provide INN 2 services.

7.2.7 Work Stoppages: Contractor shall have a plan for providing sufficient and appropriate multidisciplinary staff to meet the requirements of this SOW.

### 7.3 Training

7.3.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

7.3.2 Contractor shall provide orientation to all staff, interns, and volunteers providing INN 2 evaluation services prior to their beginning service and shall complete preliminary training within thirty (30) business days of their start date. The program will assure all staff and volunteers will be trained concerning the Health Insurance Portability and Accountability Act (HIPAA) to assure compliance with established regulations. Contractor shall create an infrastructure to support employment staff supervision.

7.3.3 Education and Experience: Contractor shall be responsible for securing and maintaining staff who meet the minimum qualifications below and who possess sufficient experience and expertise required to provide services required in this SOW, including the ability to work effectively with multicultural providers. Contractor shall obtain written verification for staff with foreign degrees indicating that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education, where applicable.

7.3.4 Contractor shall maintain documentation in the personnel files of all peer staff, interns, and volunteers of: (1) all training hours and topics; (2) work schedule; and, (3) fax and telephone numbers, and any non-English Los Angeles County threshold-languages spoken by staff.

### 7.4 Administrative Tasks

7.4.1 Record Keeping: Contractor shall document all evaluation services provided for each model and those associated with each deliverable.

7.4.2 Evaluation Instruments: Contractor shall seek approval from LAC-DMH before purchasing and distributing outcome measures associated with this SOW.

7.4.3 Computer and Information Technology Requirements: Within thirty (30) days of commencement of the Contract, Contractor shall acquire

a computer system with sufficient hardware and software to meet LAC-DMH requirements and an agreement for its on-site maintenance for the entire term of this agreement to comply with the terms of the contract.

#### 7.5 Contractor's Office

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls. **The Contractor shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call.**

#### 8.0 SERVICE DELIVERY SITE(S)

Evaluation services shall be delivered primarily at the Contractor's site. The Evaluation staff shall travel to agencies contracted by LAC-DMH and their partner agencies to provide INN 2 evaluation services, including providing training and technical assistance on the use of measures and the web-based outcome system.

#### 9.0 GREEN INITIATIVES

- 9.1 Contractor shall use reasonable efforts to initiate "green" practices such as recycling and using electronic dissemination approaches rather than using paper for environmental and energy conservation benefits.
- 9.2 Contractor shall notify County's Project Director of Contractor's new green initiatives prior to the contract commencement.

#### 10.0 PERFORMANCE REQUIREMENTS SUMMARY

- 10.1 The Consultant Services Agreement shall include Performance-based Criteria that shall measure the Contractor's performance related to program and operational measures and are indicative of quality services. These criteria are consistent with the MHSA. These measures assess the agency's ability to provide the mandated services as well to monitor the quality of services.
- 10.2 Contractor shall provide processes for systematically involving clients and their families, key stakeholders, subject matter experts, and LAC-DMH staff in defining, selecting, and measuring quality indicators at the program and community levels. Contractor shall collaborate with LAC-DMH to provide processes for systematically evaluating quality and performance

indicators and outcomes at the client and program level. Should there be a change in Federal, State and/or County policies/regulations, LAC-DMH, at its sole discretion, may amend these Performance-based Criteria via a contract amendment with a thirty (30) day notice.

10.3 The Performance-based Criteria are as follows:

PERFORMANCE BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
1. Contractor has the capacity to work effectively with multi-ethnic organizations in developing culturally appropriate outcome measures.	Contractor to provide LAC-DMH with an analysis of each proposed measure and literature to suggest its use with specific ethnic populations.	Contractor successfully selects measures that are culturally sensitive and appropriately translated, where appropriate.
2. Contractor has linguistic capability sufficient to meet the needs of multi-ethnic organizations.	Review of staffing list associated with the Project and linguistic capabilities.	Contractor successfully communicates with multi-ethnic organizations and ensures translation of any instruments requiring translation.
3. Contractor successfully identifies or develops all outcome measures listed in Section 1.0 of this SOW.	Deliverable to LAC-DMH, based on deliverables schedule.	100% of all outcomes LAC-DMH requires are identified by the Contractor and approved by LAC-DMH for use.
4. Contractor has successfully obtained all measures and distributed them to the INN 2 contracted lead agencies. Contractor has trained them on their use and on the data collection protocol.	Deliverable to LAC-DMH, based on deliverables schedule.	100% of all measures selected are obtained by the Contractor, distributed to INN 2 contracted lead agencies and 100% of INN 2 contracted lead agencies have been trained on the data collection protocol.
5. Contractor successfully implements the methodology for data collection and transmission from each INN 2 contracted lead agency to the Contractor.	Deliverable to LAC-DMH, based on deliverables schedule.	100% of all outcome data is successfully transmitted in a secured format by the INN 2 contracted lead agencies to the Contractor.
6. Contractor submits quarterly reports to LAC-DMH.	Deliverables to LAC-DMH, based on deliverables schedule.	100% submission at stipulated intervals.

\*\* Note the above performance based criteria table is subject to additional revisions at the discretion of the County.

**EVALUATION OF INNOVATION 2 - DEVELOPING TRAUMA RESILIENT COMMUNITIES:  
COMMUNITY CAPACITY BUILDING**

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- O CHARITABLE CONTRIBUTIONS CERTIFICATION

**PARTICIPATION IN A FEDERALLY FUNDED PROGRAM**

- P ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
- Q COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

**STATEMENT OF WORK**

***Refer to Exhibit A***

**EVALUATION OF INNOVATION 2  
DEVELOPING TRAUMA RESILIENT COMMUNITIES  
COMMUNITY CAPACITY BUILDING SERVICES**

**PAYMENT SCHEDULE**

**1. FUNDING SOURCES**

**Mental Health Services Act (MHSA) INNOVATION**

The total Innovation (INN) funding for Fiscal Years (FYs) 2018-19, 2019-20, 2020-21, and 2021-22 is \$4,000,000. Contractor will be compensated in the amount of \$1,000,000 per Fiscal Year (FY).

**2. PAYMENT SCHEDULE**

For the INN 2 evaluation services described in Exhibit A Statement of Work (SOW) LAC-DMH shall pay to Contractor not to exceed \$4,000,000 for all four (4) years, FYs 2018-19, 2019-20, 2020-21, and 2021-22.

Payment to Contractor shall be based on original invoices, submitted by Contractor. Invoices shall include separate details for administrative and program costs respectively. No payment shall be made for INN 2 evaluation services delivered beyond those services and supports indicated in Exhibit A SOW without the prior approval of LAC-DMH's County Project Director. The LAC-DMH designated County Project Director will review the invoices and supporting documentation to ensure that the INN 2 evaluation services and supports rendered are in substantial compliance with the requirements described in Exhibit A SOW.

**3. PAYMENT PROCEDURES**

Contractor shall submit invoices (**sample below**) for actual cost incurred for services provided under Exhibit A SOW. Contractor shall retain all relevant supporting documents and make them available to LAC-DMH at any time for audit purposes. Invoices shall be specific as to the type of services being provided. Contractor shall certify that invoices are for services and costs eligible under the terms and conditions for reimbursement.

Upon receipt and approval of original invoices from Contractor, LAC-DMH shall make payment to Contractor within forty-five (45) days of the date the invoice was approved for payment. If any portion of the invoice is disputed by LAC-DMH, LAC-DMH shall reimburse Contractor for the undisputed services contained in the invoice and work diligently with Debbie Innes-Gomberg, County's Project Director, to resolve the disputed portion of the claim in a timely manner.

LAC-DMH shall make reimbursements payable to Contractor. LAC-DMH shall send payments to:

**Name of Agency:** \_\_\_\_\_

**Address:** \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

**4. DESIGNATED LAC-DMH CONTACT PERSON**

**All questions and correspondence should be directed to:**

Debbie Innes-Gomberg, Ph.D., LAC-DMH County Project Director at:  
County of Los Angeles – Department of Mental Health  
550 S. Vermont Avenue, 3<sup>rd</sup> Floor  
Los Angeles, CA 90020  
(213) 251-6802

**All invoices should be directed to:**

Provider Reimbursement Section  
County of Los Angeles – Department of Mental Health  
550 S. Vermont Avenue, 8<sup>th</sup> Floor  
Los Angeles, CA 90020

**5. CONTRACT TERM**

The Evaluation of Innovation 2 - Developing Trauma Resilient Communities: Community Capacity Building project is funded by MHSA. The Project will commence upon execution of the Contract in Fiscal Year (FY) 2018-19 and continue through FY 2021-22. Ongoing funding for this project is contingent on available funding from the State as well as continued approval of MHSA claims submitted by the County on behalf of the Contractor.



# PAYMENT SCHEDULE

## FY 2018-2019 (YEAR 1)

TASK	DELIVERY MONTH/QUARTER	PAYMENT AMOUNT	DELIVERABLE	
Task 1	Identify and/or develop measures and an evaluation methodology to measure the system level outcomes as indicated in Section 2.3, as well as individual level outcomes in Section 2.4, a cultural competency measure in Section 2.5 and strategy specific outcomes in Section 2.6 of the SOW	October 2018	\$500,000	Report on identified measures
Task 2	Obtain, distribute and train on measures, translate into threshold languages, including obtaining licenses for any measures that are proprietary. (Section 2.8 of the SOW)	December 2018	\$200,000	Summary documenting distribution of measures and trainings completed.
Task 3	<p>Develop or utilize a web-based application and/or database to collect outcome measures data for each geographically defined community, and ensure that such data is transmitted electronically in a secure manner as described in Section 5.0 of the SOW (Web-based Application System), and train on use. (Section 2.9 of the SOW). In conjunction, develop and disseminate any tracking forms to be used (Section 2.6 of the SOW).</p> <p>Provide system help desk support via phone and e-mail to INN 2 CLAs during regular working hours for technical system issue. (Section 2.9.2 of the SOW)</p> <p>Provide both on-site and off-site trainings for INN 2 CLAs on system implementation, data entry, and electronic data transmission, on an as-needed</p>	December 2018	\$200,000	Notification and review of database with County's Project Director.

	basis. (Section 2.9.1 of the SOW)			
Task 4	<p>Implement data validation strategies, including reports to lead agencies.</p> <p>Tailor all reports based on feedback from INN 2 CLAs and LAC-DMH (Section 2.10.1 of the SOW)</p>	April 2019	\$50,000	Submit data validation reports to County's Project Director
Task 5	Develop and submit first outcome measures reports by strategies and by INN 2 CLAs to LAC-DMH (Section 2.10.2 of the SOW)	June 2019	\$50,000	Submit outcome measures reports to County's Project Director.

**Total amount billed in Year 1 shall not exceed \$1,000,000.**

## FY 2019-2020 (YEAR 2)

	TASK	DELIVERY MONTH/QUARTER	PAYMENT AMOUNT	DELIVERABLE
Task 1	<p>Submit quarterly outcome reports by service strategy and lead agency</p> <p>Continue to review data entered to ensure that it is accurate and valid. (Section 2.9.3 of the SOW)</p> <p>Provide system help desk support via phone and e-mail to INN 2 CLAs during regular working hours for technical system issue. (Section 2.9.2 of the SOW)</p> <p>Provide both on-site and off-site trainings for INN 2 CLAs on system implementation, data entry, and electronic data transmission, on an as-needed basis. (Section 2.9.1 of the SOW)</p>	<p>September 2019 December 2019 March 2020 June 2020</p>	<p>\$100,000 each quarter</p> <p><b>Total: \$400,000</b></p>	<p>Submission of reports</p>
Task 2	<p>Participate in LAC-DMH INN 2 implementation meetings and quarterly learning sessions</p>	<p>September 2019 December 2019 March 2020 June 2020</p>	<p>\$100,000 each quarter</p> <p><b>Total: \$400,000</b></p>	<p>Presence noted by County's Project Director</p>
Task 3	<p>Report customization</p>	<p>December 2019</p>	<p>\$50,000</p>	<p>Summary of customizations made or in process</p>
Task 4	<p>Develop and submit Year 2 outcome measures reports by strategies and by INN 2 CLAs to LAC-DMH (Section 2.10.2 of the SOW)</p>	<p>June 2020</p>	<p>\$150,000</p>	<p>Submission of Year 2 outcome measures report</p>
<p><b>Total amount billed in Year 2 shall not exceed \$1,000,000.</b></p>				

## FY 2020-21(YEAR 3)

TASK		DELIVERY MONTH/QUARTER	PAYMENT AMOUNT	DELIVERABLE
Task 1	<p>Submit quarterly outcome reports by service strategy and lead agency</p> <p>Continue to review data entered to ensure that it is accurate and valid. (Section 2.9.3 of the SOW)</p> <p>Provide system help desk support via phone and e-mail to INN 2 CLAs during regular working hours for technical system issues. (Section 2.9.2 of the SOW)</p> <p>Provide both on-site and off-site trainings for INN 2 CLAs on system implementation, data entry, and electronic data transmission, on an as-needed basis. (Section 2.9.1 of the SOW)</p>	<p>September 2020 December 2020 March 2021 June 2021</p>	<p>\$100,000 each quarter</p> <p><b>Total: \$400,000</b></p>	<p>Submission of reports</p>
Task 2	<p>Participate in LAC-DMH INN 2 implementation meetings and quarterly learning sessions</p>	<p>September 2020 December 2020 March 2021 June 2021</p>	<p>\$100,000 each quarter</p> <p><b>Total: \$400,000</b></p>	<p>Presence noted by County's Project Director</p>
Task 3	<p>Report customization</p>	<p>December 2020</p>	<p>\$50,000</p>	<p>Summary of customizations made or in process</p>
Task 4	<p>Develop and submit Year 3 outcome measures reports by strategies and by INN 2 CLAs to LAC-DMH (Section 2.10.2 of the SOW)</p>	<p>June 2021</p>	<p>\$150,000</p>	<p>Submission of Year 3 outcomes measures report</p>
<p><b>Total amount billed in Year 3 shall not exceed \$1,000,000.</b></p>				

## FY 2021-22 (YEAR 4)

TASK	DELIVERY MONTH/QUARTER	PAYMENT AMOUNT	DELIVERABLE
<p>Task 1</p>	<p>Submit quarterly outcome reports by service strategy and lead agency.</p> <p>Continue to review data entered to ensure that it is accurate and valid. (Section 2.9.3 of the SOW)</p> <p>Provide system help desk support via phone and e-mail to INN 2 CLAs during regular working hours for technical system issues. (Section 2.9.2 of the SOW)</p>	<p>September 2021 December 2021 March 2022 June 2022</p> <p><b>Total: \$400,000</b></p>	<p>Submission of reports</p>
<p>Task 2</p>	<p>Participate in LAC-DMH INN 2 implementation meetings and quarterly learning sessions</p>	<p>September 2021 December 2021 March 2022 June 2022</p> <p><b>Total: \$400,000</b></p>	<p>Presence noted by County's Project Director</p>
<p>Task 3</p>	<p>Finalize and submit the final report to LAC-DMH in an electronic format on the outcomes for each INN 2 community and strategy, along with an analysis of the learning questions associated with INN 2 document in Section 1.0 of the SOW. (Section 2.10.3 of the SOW)</p> <p>Final recommendations to LAC-DMH on successful community capacity building approaches and their impact on trauma. (Section 2.10.3 of the SOW)</p>	<p>June 2022</p> <p>\$200,000</p>	<p>Submission of report and final (Year 4) recommendations</p>
<p><b>Total amount billed in Year 4 shall not exceed \$1,000,000.</b></p>			

# County of Los Angeles – Department of Mental Health

## MHSA EVALUATION OF INNOVATION 2 - Developing Trauma Resilient Communities: Community Capacity Building

### PROJECT INVOICE (sample)

**Send To (Original):**

Debbie Innes-Gomberg, Ph.D.  
Deputy Director, Program Development and Outcomes Bureau  
County of Los Angeles - Department of Mental Health  
550 S. Vermont Ave, 3rd Floor  
Los Angeles, CA 90020

Contractor Name: \_\_\_\_\_

DMH Contract No. \_\_\_\_\_

LAC-DMH Encumbrance No: \_\_\_\_\_

**Program: Evaluation of Innovation 2 - Developing Trauma Resilient Communities: Community Capacity Building**

**Funding Source: MHSA-INN**

**Month/Quarter Fiscal Year: \_\_\_\_\_**

DESCRIPTION	AMOUNT
Description of deliverables completed during quarter:	
1. Evaluation deliverables and associated cost:	-
2. Administrative Costs (Not to Exceed 15%) (Provide Supporting Documentations)	
<i>I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under MHSA Innovation and is true and correct to the best of my knowledge. These services and costs are solely for the Evaluation of INN 2 - Developing Trauma Resilient Communities: Community Capacity Building. All supporting documentations will be maintained in a separate file for the period specified under the provisions of the Consultant Contract.</i>	\$ -

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone: \_\_\_\_\_

LAC-DMH Program Approval

Approved by (signature) _____	Date: _____
Print Name: _____	Title: _____

***'INTENTIONALLY OMITTED'***

## CONTRACTOR'S EEO CERTIFICATION

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 Contractor Name
 

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 Address
 

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 Internal Revenue Service Employer Identification Number
 

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### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor 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.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |  |                              |                             |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self-analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

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 Authorized Official's Printed Name and Title
 

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 Authorized Official's Signature
 

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 Date
 

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**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY'S PROJECT DIRECTOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**COUNTY'S CONTRACT PROJECT MONITOR:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

# CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:** \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## Notices to Contractor shall be sent to the following:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

## FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

### IT CONTRACTS

G1-IT CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

G3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT

G4-IT LAC-DMH CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS  
EXHIBIT

G5-IT CONFIDENTIALITY OATH NON LAC-DMH WORKFORCE MEMBERS

G6-IT COUNTY OF LOS ANGELES AGREEMENT FOR ACCEPTABLE USE AND  
CONFIDENTIALITY OF COUNTY INFORMATION TECHNOLOGY RESOURCES

G7-IT INFORMATION SECURITY AND PRIVACY REQUIREMENTS

G8-IT PROTECTION OF ELECTRONIC COUNTY PI, PHI AND MI (DATA ENCRYPTION)

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

Except as may otherwise be required by law, Contractor and Contractor's Staff agree; (1) to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original confidential materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract; (2) to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information; and (3) that if proprietary information supplied by other County vendors is provided to, Contractor and Contractor's Staff in connection with the above-referenced Contract, Contractor and Contractor's Staff shall keep such information confidential.

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

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

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: for Contractor's record; shall be made available within three (3) business days upon DMH request)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

I hereby agree that except as may otherwise be required by law, I will not divulge to any unauthorized person any confidential data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any confidential data or information received by me to my immediate supervisor.

Except as may otherwise be required by law, I agree: (1) to keep confidential all health, criminal, and welfare recipient records and all data confidential and information pertaining to persons and/or entities

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract; (2) to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information; and (3) that if proprietary information supplied by other County vendors is provided to me in connection with the above-referenced Contract, I shall keep such information confidential.

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT**

(Note: for Contractor's record; shall be made available within three (3) business days upon DMH request)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

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

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

I hereby agree that except as may otherwise be required by law, I will not divulge to any unauthorized person any confidential data or information obtained while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any confidential data or information received by me to the above-referenced Contractor.



**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY  
AGREEMENT**

Except as may otherwise be required by law, I agree; (1) to keep confidential all health, criminal, and welfare recipient records and all data confidential and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Contract; (2) to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information; and (3) that if proprietary information supplied by other County vendors is provided to me in connection with the above-referenced Contract, I shall keep such information confidential.

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

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



## LAC-DMH CONTRACTOR'S COMPLIANCE WITH ENCRYPTION REQUIREMENTS EXHIBIT

**Contractor Name:** \_\_\_\_\_ **Contract Number:** \_\_\_\_\_

Contractor shall provide information about its encryption practices by completing this Exhibit. By submitting this Exhibit, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation.

### COMPLIANCE QUESTIONS

	YES	NO	N/A	DOCUMENTATION AVAILABLE	
				YES	NO
1 Will County data stored on your workstation(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Will County data stored on your laptop(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Will County data stored on removable media be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Will County data be encrypted when transported? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Will Contractor maintain a copy of any validation / attestation reports generated by its encryption tools? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Will County data be stored on remote servers*? <i>*Cloud storage, Software-as-a-Service or SaaS Please provide public URL and hosting information for the server.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
**Authorized Signatory Name (Print)**

\_\_\_\_\_  
**Authorized Signatory Official Title**

\_\_\_\_\_  
**Authorized Signatory Signature**

\_\_\_\_\_  
**Date**

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH CHIEF  
INFORMATION OFFICE BUREAU  
Information Security Division**

**CONFIDENTIALITY OATH  
Non LAC-DMH Workforce Members**

The intent of this Confidentiality Form is to ensure that all County Departments, Contractors, LAC-DMH Non-Governmental Agencies (NGA), Fee-For-Service Hospital (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are aware of their responsibilities and accountability to protect the confidentiality of clients' sensitive information viewed, maintained and/or accessed by any DMH on-line systems.

Further, the Department's Medi-Cal and MEDS access policy has been established in accordance with Federal and State laws governing confidentiality.

The California Welfare and Institutions (W&I) Code, Section 14100.2, cites the information to be regarded confidential. This information includes applicant/beneficiary names, addresses, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations (C.C.R.), Sections 50111 and 51009)

The Medi-Cal Eligibility Manual, Section 2-H, titled "Confidentiality of Medi-Cal Case Records," referring to Section 14100.2, a, b, f, and h, W&I Code, provides in part that:

- "(a) All types of information, whether written or oral, concerning a person, made or kept by any public office or agency in connection with the administration of any provision of this chapter \*... shall be confidential, and shall not be open to examination other than for purposes directly connected with administration of the Medi-Cal program."
- "(b) Except as provided in this section and to the extent permitted by Federal Law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation or personal information, and medical data, including diagnosis and past history of disease or disability."
- "(f) The State Department of Health Services may make rules and regulations governing the custody, use and preservation of all records, papers, files, and communications pertaining to the administration of the laws relating to the Medi-Cal program \*\*...."
- "(h) Any person who knowingly releases or possesses confidential information concerning persons who have applied for or who have been granted any form of Medi-Cal benefits \*\*\*... for which State or Federal funds are made available in violation of this section is guilty of a misdemeanor."

\*,\*\*,\*\*\* The State of California's Statute for Medicaid Confidentiality can be found at the following web address: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/Medicaidstatute.aspx>

*The signed copy of this agreement must be maintained by DMH Facilitators*



**COUNTY OF LOS ANGELES  
AGREEMENT FOR ACCEPTABLE USE  
AND  
CONFIDENTIALITY OF  
COUNTY INFORMATION TECHNOLOGY RESOURCES**

**ANNUAL**

As a County of Los Angeles (County) employee, contractor, subcontractor, volunteer, or other authorized user of County information technology (IT) resources, I understand that I occupy a position of trust. Furthermore, I shall use County IT resources in accordance with my Department's policies, standards, and procedures. I understand that County IT resources shall not be used for:

- For any unlawful purpose;
- For any purpose detrimental to the County or its interests;
- For personal financial gain;
- In any way that undermines or interferes with access to or use of County IT resources for official County purposes;
- In any way that hinders productivity, efficiency, customer service, or interferes with a County IT user's performance of his/her official job duties;

I shall maintain the confidentiality of County IT resources (e.g., business information, personal information, and confidential information).

This Agreement is required by Board of Supervisors Policy No. 6.101 – Use of County Information Technology Resources, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.101.htm>.

As used in this Agreement, the term "County IT resources" includes, without limitation, computers, systems, networks, software, and data, documentation and other information, owned, leased, managed, operated, or maintained by, or in the custody of, the County or non-County entities for County purposes. The definitions of the terms "County IT resources", "County IT user", "County IT security incident", "County Department", and "computing devices" are fully set forth in Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, which may be consulted directly at website <http://countypolicy.co.la.ca.us/6.100.htm>. The terms "personal information" and "confidential information" shall have the same meanings as set forth in Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information, which may be consulted directly at website <http://countypolicy.co.la.ca.us/3.040.htm>.

As a County IT user, I agree to the following:

1. Computer crimes: I am aware of California Penal Code Section 502(c) – Comprehensive Computer Data Access and Fraud Act (set forth, in part, below). I shall immediately report to my management any suspected misuse or crimes relating to County IT resources or otherwise.
2. No Expectation of Privacy: I do not expect any right to privacy concerning my activities related to County IT resources, including, without limitation, in anything I create, store, send, or receive using County IT resources. I understand that having no expectation to

any right to privacy includes, for example, that my access and use of County IT resources may be monitored or investigated by authorized persons at any time, without notice or consent.

3. Activities related to County IT resources: I understand that my activities related to County IT resources (e.g., email, instant messaging, blogs, electronic files, County Internet services, and County systems) may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall not either intentionally, or through negligence, damage, interfere with the operation of County IT resources. I shall neither, prevent authorized access, nor enable unauthorized access to County IT resources responsibly, professionally, ethically, and lawfully.
4. County IT security incident reporting: I shall notify the County Department's Help Desk and/or Departmental Information Security Officer (DISO) as soon as a County IT security incident is suspected.
5. Security access controls: I shall not subvert or bypass any security measure or system which has been implemented to control or restrict access to County IT resources and any related restricted work areas and facilities. I shall not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, SecurID cards/tokens, biometric logons, and smartcards).
6. Passwords: I shall not keep or maintain any unsecured record of my password(s) to access County IT resources, whether on paper, in an electronic file, or otherwise. I shall comply with all County and County Department policies relating to passwords. I shall immediately report to my management any compromise or suspected compromise of my password(s) and have the password(s) changed immediately.
7. Business purposes: I shall use County IT resources in accordance with my Department's policies, standards, and procedures.
8. Confidentiality: I shall not send, disseminate, or otherwise expose or disclose to any person or organization, any personal and/or confidential information, unless specifically authorized to do so by County management. This includes, without limitation information that is subject to Health Insurance Portability and Accountability Act of 1996, Health Information Technology for Economic and Clinical Health Act of 2009, or any other confidentiality or privacy legislation.
9. Computer virus and other malicious devices: I shall not intentionally introduce any malicious device (e.g., computer virus, spyware, worm, key logger, or malicious code), into any County IT resources. I shall not use County IT resources to intentionally introduce any malicious device into any County IT resources or any non-County IT systems or networks. I shall not disable, modify, or delete computer security software (e.g., antivirus software, antispymware software, firewall software, and host intrusion prevention software) on County IT resources. I shall notify the County Department's Help Desk and/or DISO as soon as any item of County IT resources is suspected of being compromised by a malicious device.

10. Offensive materials: I shall not access, create, or distribute (e.g., via email) any offensive materials (e.g., text or images which are sexually explicit, racial, harmful, or insensitive) on County IT resources (e.g., over County-owned, leased, managed, operated, or maintained local or wide area networks; over the Internet; and over private networks), unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I shall report to my management any offensive materials observed or received by me on County IT resources.
11. Internet: I understand that the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use County Internet services in accordance with my Department's policies and procedures. I understand that my use of the County Internet services may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time. I shall comply with all County Internet use policies, standards, and procedures. I understand that County Internet services may be filtered, but in my use of them, I may be exposed to offensive materials. I agree to hold County harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive materials.
12. Electronic Communications: I understand that County electronic communications (e.g., email, text messages, etc.) created, sent, and/or stored using County electronic communications systems/applications/services are the property of the County. All such electronic communications may be logged/stored, may be a public record, and are subject to audit and review, including, without limitation, periodic monitoring and/or investigation, by authorized persons at any time, without notice or consent. I shall comply with all County electronic communications use policies and use proper business etiquette when communicating over County electronic communications systems/applications/services.
13. Public forums: I shall only use County IT resources to create, exchange, publish, distribute, or disclose in public forums (e.g., blog postings, bulletin boards, chat rooms, Twitter, Facebook, MySpace, and other social networking services) any information (e.g., personal information, confidential information, political lobbying, religious promotion, and opinions) in accordance with Department's policies, standards, and procedures.
14. Internet storage sites: I shall not store County information (i.e., personal, confidential (e.g., social security number, medical record), or otherwise sensitive (e.g., legislative data)) on any Internet storage site in accordance with Department's policies, standards, and procedures.
15. Copyrighted and other proprietary materials: I shall not copy or otherwise use any copyrighted or other proprietary County IT resources (e.g., licensed software and documentation, and data), except as permitted by the applicable license agreement and approved by designated County Department management. I shall not use County IT resources to infringe on copyrighted material.
16. Compliance with County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements: I shall comply with all applicable County ordinances, rules, regulations, policies, procedures, guidelines, directives, and agreements relating to County IT resources. These include, without limitation, Board of Supervisors Policy No. 6.100 – Information Technology and Security Policy, Board of Supervisors Policy No.

6.101 – Use of County Information Technology Resources, and Board of Supervisors Policy No. 3.040 – General Records Retention and Protection of Records Containing Personal and Confidential Information.

17. Disciplinary action and other actions and penalties for non-compliance: I understand that my non-compliance with any provision of this Agreement may result in disciplinary action and other actions (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that County may seek all possible legal redress.

**CALIFORNIA PENAL CODE SECTION 502(c)  
"COMPREHENSIVE COMPUTER DATA ACCESS AND FRAUD ACT"**

Below is a section of the "Comprehensive Computer Data Access and Fraud Act" as it pertains specifically to this Agreement. California Penal Code Section 502(c) is incorporated in its entirety into this Agreement by reference, and all provisions of Penal Code Section 502(c) shall apply. For a complete copy, consult the Penal Code directly at website [www.leginfo.ca.gov/](http://www.leginfo.ca.gov/).

502(c) Any person who commits any of the following acts is guilty of a public offense:

- (1) Knowingly accesses and without permission alters, damages, deletes, destroys, or otherwise uses any data, computer, computer system, or computer network in order to either (A) devise or execute any scheme or artifice to defraud, deceive, or extort, or (B) wrongfully control or obtain money, property, or data.
- (2) Knowingly accesses and without permission takes, copies, or makes use of any data from a computer, computer system, or computer network, or takes or copies any supporting documentation, whether existing or residing internal or external to a computer, computer system, or computer network.
- (3) Knowingly and without permission uses or causes to be used computer services.
- (4) Knowingly accesses and without permission adds, alters, damages, deletes, or destroys any data, computer software, or computer programs which reside or exist internal or external to a computer, computer system, or computer network.
- (5) Knowingly and without permission disrupts or causes the disruption of computer services or denies or causes the denial of computer services to an authorized user of a computer, computer system, or computer network.
- (6) Knowingly and without permission provides or assists in providing a means of accessing a computer, computer system, or computer network in violation of this section.
- (7) Knowingly and without permission accesses or causes to be accessed any computer, computer system, or computer network.



- (8) Knowingly introduces any computer contaminant into any computer, computer system, or computer network.
- (9) Knowingly and without permission uses the Internet domain name of another individual, corporation, or entity in connection with the sending of one or more electronic mail messages, and thereby damages or causes damage to a computer, computer system, or computer network.

**I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:**

\_\_\_\_\_  
County IT User's Name

\_\_\_\_\_  
County IT User's Signature

\_\_\_\_\_  
County IT User's Employee/ID Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager's Name

\_\_\_\_\_  
Manager's Signature

\_\_\_\_\_  
Manager's Title

\_\_\_\_\_  
Date

\_\_\_\_\_

**INFORMATION SECURITY AND PRIVACY REQUIREMENTS**

This Exhibit (Information Security and Privacy Requirements) sets forth information security procedures to be established by Contractor and maintained throughout the term of the Purchase Order. These procedures are in addition to the requirements of the Purchase Order between the Parties. They present a minimum standard only. It is Contractor's sole obligation to: (i) implement appropriate administrative, physical and technical measures to secure its systems and data to protect and ensure the privacy, confidentiality, integrity and availability of County Data (consisting of but not limited to County Confidential Information, Personally Identifiable Information, and Protected Health Information) against internal and external threats, vulnerabilities and risks; and (ii) continuously review and revise those measures to address ongoing threats, vulnerabilities and risks. Failure to comply with the minimum standards set forth in this Exhibit \_\_ (Information Security and Privacy Requirements) will constitute a material, non-curable breach of the Purchase Order by Contractor, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Purchase Order, to immediately terminate the Purchase Order.

1. **Security Policy.** Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor personnel, agents and subcontractors in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks.
2. **Personnel and Contractor Protections.** Contractor shall screen and conduct background checks on all Contractor personnel exposed to County Confidential Information and require all employees and contractors to sign an appropriate written confidentiality/non-disclosure agreement. All agreements with third-parties involving access to Contractor's systems and data, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems. Contractor shall supply each of its Contractor personnel with appropriate, ongoing training regarding information security procedures, risks, vulnerabilities and threats. Contractor shall have an established set of procedures to ensure Contractor personnel promptly report actual and/or suspected breaches of security.
3. **Removable Media.** Except in the context of Contractor's routine back-ups or as otherwise specifically authorized by County in writing, Contractor shall institute strict administrative, physical and logical security controls to prevent transfer of County information to any form of Removable Media. For purposes of this Exhibit (Information Security and Privacy Requirements), "**Removable Media**" means portable or removable hard disks, floppy disks, USB memory drives, zip disks, optical disks, CDs, DVDs, digital film, digital cameras, memory cards (e.g., Secure Digital (SD), Memory Sticks (MS), CompactFlash (CF), Smart Media (SM), Multimedia Card (MMC), and xD-Picture Card (xD)), magnetic tape, and all other removable data storage media.
4. **Storage, Transmission, and Destruction of Personally Identifiable Information and Protected Health Information.** All Personally Identifiable Information and Protected Health Information

shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals in accordance with HIPAA, as amended and supplemented by the HITECH Act and the California Civil Code section 1798 et seq. Without limiting the generality of the foregoing, Contractor shall encrypt (i.e., National Institute of Standards and Technology (NIST) Special Publication (SP) 800-111 Guide to Storage Encryption Technologies for End User Devices<sup>1</sup>) all Personally Identifiable Information and electronic Protected Health Information (stored and during transmission) in accordance with HIPAA and the HITECH Act, as implemented by the U.S. Department of Health and Human Services. If Personally Identifiable Information and Protected Health Information is no longer required to be retained by Contractor under the Agreement and applicable law, Contractor shall destroy such Personally Identifiable Information and Protected Health Information by: (a) shredding or otherwise destroying paper, film, or other hard copy media so that the Personally Identifiable Information and Protected Health Information cannot be read or otherwise cannot be reconstructed; and (b) clearing, purging, or destroying electronic media containing Personally Identifiable Information and Protected Health Information consistent with National Institute of Standards and Technology (NIST) Special Publication (SP) 800-88, Guidelines for Media Sanitization<sup>2</sup> and US Department of Defense (DOD) 5220.22-M data sanitization and clearing directive<sup>3</sup> such that the Personally Identifiable Information and Protected Health Information cannot be retrieved.

5. **Data Control, Media Disposal and Servicing.** Subject to and without limiting the requirements under Section 4 (Storage, Transmission and Destruction of Personally Identifiable Information and Protected Health Information), County Data (i) may only be made available and accessible to those parties explicitly authorized under the Agreement or otherwise expressly Approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using industry standard encryption technology in accordance with the NIST SP 800-52 Guidelines for the Selection and use of Transport Layer Security Implementations<sup>4</sup>; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier or protected using industry standard encryption technology in accordance with NIST SP 800-111 Guide to Storage Encryption Technologies for End User Devices<sup>5</sup>. The foregoing requirements shall apply to backup data stored by Contractor at off-site facilities. In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor shall ensure all County Confidential Information, including Personally Identifiable Information and Protected Health Information, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices in accordance with NIST SP 800-88, Guidelines for Media Sanitization<sup>6</sup>).
6. **Hardware Return.** Upon termination or expiration of the Agreement or at any time upon County's request, Contractor will return all hardware, if any, provided by County containing Personally Identifiable Information, Protected Health Information, or County Confidential Information to County. The Personally Identifiable Information, Protected Health Information, and County Confidential Information shall not be removed or altered in any way. The hardware

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<sup>1</sup> Available at <http://www.csrc.nist.gov/>

<sup>2</sup> Available at <http://www.csrc.nist.gov/>

<sup>3</sup> Available at <http://www.dtic.mil/whs/directives/corres/pdf/522022MSup1.pdf>

<sup>4</sup> Available at <http://www.csrc.nist.gov/>

<sup>5</sup> Available at <http://www.csrc.nist.gov/>

<sup>6</sup> Available at <http://www.csrc.nist.gov/>

should be physically sealed and returned via a bonded courier or as otherwise directed by County. In the event the hardware containing County Confidential Information or Personally Identifiable Information is owned by Contractor or a third-party, a notarized statement, detailing the destruction method used and the data sets involved, the date of destruction, and the company or individual who performed the destruction will be sent to a designated County security representative within fifteen (15) days of termination or expiration of the Agreement or at any time upon County's request. Contractor's destruction or erasure of Personal Information and Protected Health Information pursuant to this Section shall be in compliance with industry Best Practices (e.g., NIST Special Publication 800-88, Guidelines for Media Sanitization<sup>7</sup>).

7. **Physical and Environmental Security.** Contractor facilities that process County Data will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.
8. **Communications and Operational Management.** Contractor shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-viral software and adequate back-up facilities to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures will be adequately documented and designed to protect information, computer media, and data from theft and unauthorized access.
9. **Access Control.** Contractor shall implement formal procedures to control access to its systems, services, and data, including, but not limited to, user account management procedures and the following controls:
  - a. Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
  - b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
  - c. Applications will include access control to limit user access to information and application system functions; and
  - d. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor shall record, review and act upon all events in accordance with incident response policies set forth below.
10. **Security Incident.** A "Security Incident" shall have the meaning given to such term in 45 C.F.R. § 164.304.
  - a. Contractor will promptly notify (but in no event more than twenty-four (24) hours after the detection of a Security Incident) the designated County security contact by

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<sup>7</sup> Available at <http://www.csrc.nist.gov/>

telephone and subsequently via written letter of any potential or actual security attacks or Security Incidents.

- b. The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. A Security Incident includes instances in which internal personnel access systems in excess of their user rights or use the systems inappropriately.
- c. Contractor will provide a monthly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County security representative on or before the first (1st) week of each calendar month. County or its third-party designee may, but is not obligated, perform audits and security tests of Contractor's environment that may include, but are not limited to, interviews of relevant personnel, review of policies, procedures and guidelines, and other documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Data.
- d. In the event County desires to conduct an unannounced penetration test, County shall provide contemporaneous notice to Contractor's Vice President of Audit, or such equivalent position. Any of County's regulators shall have the same right upon request. Contractor shall provide all information reasonably requested by County in connection with any such audits and shall provide reasonable access and assistance to County or its regulators upon request. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes. County reserves the right to view, upon request, any original security reports that Contractor has undertaken on its behalf to assess Contractor's own network security. If requested, copies of these reports will be sent via bonded courier to the County security contact. Contractor will notify County of any new assessments.

11. **Contractor Self Audit.** Contractor will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits listed below, conducted by Contractor or a third-party as applicable; and (2) the corrective actions or modifications, if any, Contractor will implement in response to such audits.

Relevant audits conducted by Contractor as of the Effective Date include:

- a. ISO 27001:2013 (Information Security Management) or FDA's Quality System Regulation, etc. – Contractor-Wide. A full recertification is conducted every three (3) years with surveillance audits annually.
  - i. **External Audit** . Audit conducted by non-Contractor personnel, to assess Contractor's level of compliance to applicable regulations, standards, and contractual requirements.
  - ii. **Internal Audit** . Audit conducted by qualified Contractor Personnel (or contracted designee) not responsible for the area of review, of Contractor organizations, operations, processes, and procedures, to assess compliance to

and effectiveness of Contractor's Quality System ("CQS") in support of applicable regulations, standards, and requirements.

- iii. **Supplier Audit** . Quality audit conducted by qualified Contractor Personnel (or contracted designee) of product and service suppliers contracted by Contractor for internal or Contractor client use.
- iv. **Detailed findings**- are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above and the ISO certificate is published on Contractor's website.

b. SSAE-16 (formerly known as SAS -70 II) – As to the Hosting Services only:

- i. Audit spans a full twelve (12) months of operation and is produced every six (6) months (end of June, end of December) to keep it "fresh".
- ii. The resulting detailed report is available to County.

Detailed findings are not published externally, but a summary of the report findings, and corrective actions, if any, will be made available to County as provided above.

12. **Security Audits.** In addition to the audits described in Section 10 (Contractor Self Audit), during the term of the Agreement, County or its third-party designee may annually, or more frequently as agreed in writing by the Parties, request a security audit (e.g., attestation of security controls) of Contractor's data center and systems. The audit will take place at a time mutually agreed to by the Parties, but in no event on a date more than ninety (90) days from the date of the request by County. County's request for security audit will specify the areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that summary data of the results may filtered to remove the specific information of other Contractor customers such as IP address, server names, and others. Contractor shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

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## **Protection of Electronic County PI, PHI, and MI (Data Encryption) Exhibit**

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

### **1. Stored Data**

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57.

Recommendation for Key Management – Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

### **2. Transmitted Data**

All transmitted (e.g. network) County PI, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management – Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

### **3. Certification**

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Exhibit L, Protection of Electronic County PI, PHI, and MH (Data Encryption) Exhibit shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

### **4. Compliance**

The Contractor shall provide information about its encryption practices by completing Exhibit G4-IT "LAC-DMH Contractor's Compliance with Encryption Requirements Exhibit" questionnaire. By submitting, Contractor certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation. The completed forms must be returned to LAC-DMH DISO within ten (10) business days to certify compliance.

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Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
  - B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
  - C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
    - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
    - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
    - 3. A purchase made through a state or federal contract; or
    - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
    - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
    - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
    - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
    - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
-



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
  2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)
-

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

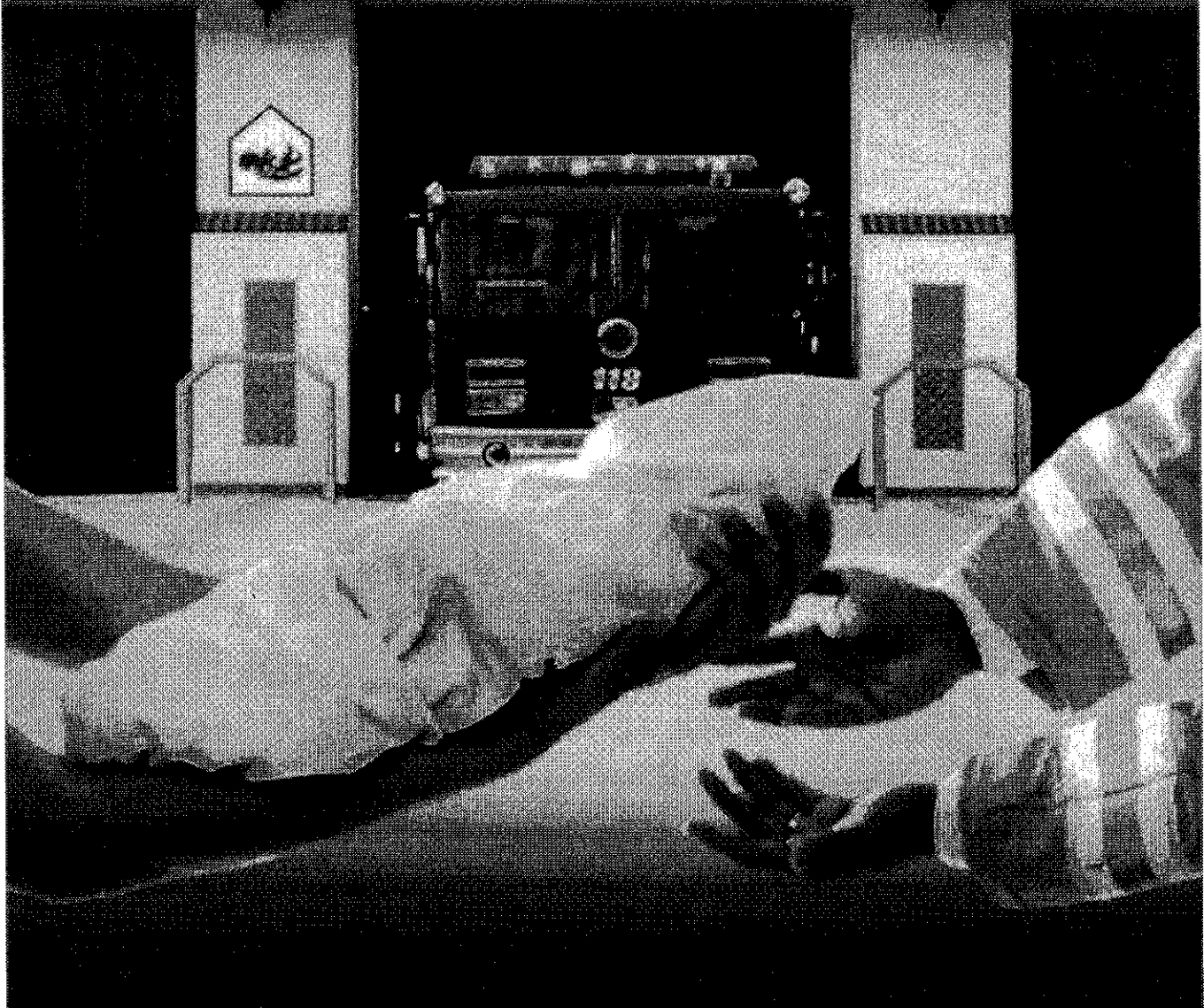
**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

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## SAFELY SURRENDERED BABY LAW

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-1723

[www.babysafe.org](http://www.babysafe.org)



In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafeja.org

# Safely Surrendered Baby Law

## What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows a parent or surrendering adult to safely and confidentially give up a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign 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, staff 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 or other surrendering adult.

## What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby 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?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

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

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents 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 no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafe.org](http://www.babysafe.org)



# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro es una ley que protege a los bebés recién nacidos que son entregados al personal del hospital o cuartel de bomberos del condado de Los Angeles. La ley permite que un padre o madre que no quiere cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o 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 brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-3723

[www.babysafe.org](http://www.babysafe.org)

## ¿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 (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o 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 brazalete y el padre/madre o el adulto que lo entregó recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar 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?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

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

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregó al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptar por el Departamento de Servicios para Niños y Familias.



***'INTENTIONALLY OMITTED'***



***'INTENTIONALLY OMITTED'***

***'INTENTIONALLY OMITTED'***

INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, an individual ("Grantor"), does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

\_\_\_\_\_ and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_ for \_\_\_\_\_, dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

{NOTE to Preparer: reference all existing Amendments} as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature \_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

\_\_\_\_\_

CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, \_\_\_\_\_, a \_\_\_\_\_, ("Grantor") does hereby assign, grant, convey and transfer to the County of Los Angeles, California ("Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training aids, training documentation and aids, and other information and/or tools of all types (including, without limitation, those items listed on Schedule A, attached hereto and incorporated herein by reference) developed or acquired, in whole or in part, under the Agreement described below, including, but not limited to, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively, the "Works"), and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, incorporating or relating to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choices-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

Grantor and Grantee have entered into County of Los Angeles Agreement Number \_\_\_\_\_

for \_\_\_\_\_,

dated \_\_\_\_\_, as amended by Amendment Number \_\_\_\_\_, dated \_\_\_\_\_,

*{NOTE to Preparer: reference all existing Amendments}* as the same hereafter may be amended or otherwise modified from time to time (the "Agreement").

\_\_\_\_\_  
Grantor's Signature

\_\_\_\_\_  
Date

Grantor's Printed Name: \_\_\_\_\_

Grantor's Printed Position: \_\_\_\_\_

(To be Completed by County and attached to M1 and/or M2)

**REQUIRED ONLY IF COPYRIGHT IS TO BE REGISTERED WITH  
COPYRIGHT BUREAU**

STATE OF CALIFORNIA )  
                                  ) ss.  
COUNTY OF LOS ANGELES )

On \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned, a Notary Public in and for the State of California, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the \_\_\_\_\_ of \_\_\_\_\_, the corporation that executed the within Assignment and Transfer of Copyright, and further acknowledged to me that such corporation executed the within Assignment and Transfer of Copyright pursuant to its bylaws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.

- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected

Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or



other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Contractor may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Contractor may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Contractor may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Contractor shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Contractor may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Contractor may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Contractor obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held

confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Contractor of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

- 2.7 Contractor may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Contractor shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Contractor shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Contractor shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Contractor shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Contractor shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Contractor shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

- 5.1.1 Contractor shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Contractor shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Contractor shall report to Covered Entity any Breach by Contractor, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor. Contractor shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Contractor, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Contractor shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Contractor shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
  - (b) The number of Individuals whose Protected Health Information is involved;
  - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of

birth, home address, account number, diagnosis, disability code or other types of information were involved);

- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Contractor shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Contractor of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Contractor to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Contractor believes that the Individual(s) could take to protect him or herself from potential

harm from the non-permitted Use or Disclosure, Security Incident, or Breach;

- (g) A brief description of what Contractor is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Contractor is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Contractor shall provide such information promptly thereafter as such information becomes available.

5.3 Contractor may delay the notification required by Section 5.1.3, if a law enforcement official states to Contractor that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Contractor shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Contractor shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Contractor shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Contractor is made aware of its status as a Contractor with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information.

6.2 Contractor shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Contractor.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Contractor shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Contractor, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Contractor so as to enable Contractor to comply with the provisions of Section 18.4.
- 6.7 Contractor shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Contractor's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Contractor.

**7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Contractor or its agents or Subcontractors in a Designated Record Set, Contractor shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Contractor or its agents or Subcontractors, Contractor shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Contractor maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Contractor shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

**8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Contractor or its agents or Subcontractors in a Designated Record Set, Contractor shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Contractor or its agents or Subcontractors, Contractor shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Contractor shall maintain an accounting of each Disclosure of Protected Health Information made by Contractor or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Contractor under Section 9.1 shall include:
- (a) The date of the Disclosure;

- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Contractor shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Contractor shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528

9.3 If any Individual requests an accounting of disclosures directly from Contractor or its agents or Subcontractors, Contractor shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

## **10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

10.1 To the extent Contractor is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Contractor shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Contractor shall comply with all HIPAA Rules applicable to Contractor in the performance of Services.

## **11. AVAILABILITY OF RECORDS**

11.1 Contractor shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Contractor on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.



11.2 Unless prohibited by the Secretary, Contractor shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

12.1 Contractor shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Contractor in violation of the requirements of this Business Associate Agreement that is known to Contractor.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

13.1 Contractor shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Contractor, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Contractor shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Contractor shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to

Individual(s), and to protect against any further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Contractor shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Contractor's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Contractor in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

14.1 Contractor shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Contractor's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Contractor.

#### **15. OBLIGATIONS OF COVERED ENTITY**

15.1 Covered Entity shall notify Contractor of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Contractor's performance of

the Services, and Contractor shall thereafter restrict or limit its own Uses and Disclosures accordingly.

- 15.2 Covered Entity shall not request Contractor to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Contractor may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Contractor's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Contractor shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Contractor on behalf of Covered Entity, that Contractor, including any Subcontractor, still maintains in any form. Contractor shall retain no copies of the Protected Health Information.
- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Contractor determines that any such Protected Health Information is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities, Contractor may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Contractor shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Contractor shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Contractor shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Contractor when it is no longer needed by Contractor for

Contractor's proper management and administration or to carry out its legal responsibilities.

- 18.4 Contractor shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

**19. AUDIT, INSPECTION, AND EXAMINATION**

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Contractor is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Contractor shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Contractor's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Contractor of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Contractor's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Contractor, or its detection but failure to require remediation by Contractor of an unsatisfactory practice by Contractor, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Contractor's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## 20. MISCELLANEOUS PROVISIONS

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Contractor with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Contractor.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Contractor to comply with the

requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

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Company Name

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Address

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Internal Revenue Service Employer Identification Number

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California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

- Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

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Signature

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Date

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Name and Title of Signer (please print)



**ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS**

In accordance with the Sample Agreement Paragraph 9.15 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of \_\_\_\_\_ (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or subcontractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official (Official Name) \_\_\_\_\_  
Please print name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_

**COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES  
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Contract for MHSa Evaluation of Innovation 2		

**PROPOSER/CONTRACTOR CERTIFICATION**

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that Contractor and staff performing work under the Contract will be in compliance. Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date: