



**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH**

JONATHAN E. SHERIN, M.D., Ph.D., Director  
ROBIN KAY, Ph.D., Chief Deputy Director  
RODERICK SHANER, M.D., Medical Director



June 13, 2017

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

38 June 13, 2017

LORI GLASGOW  
EXECUTIVE OFFICER

**APPROVAL TO AWARD MENTAL HEALTH SERVICES ACT PREVENTION  
AND EARLY INTERVENTION FUNDING TO THREE CONSULTANT  
SERVICE PROVIDERS FOR THE PROVISION OF LESBIAN, GAY,  
BISEXUAL, TRANSGENDER, QUESTIONING, INTERSEX, 2-SPIRIT  
TRANSITION AGE YOUTH PREVENTION SERVICES  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to award funding for the provision of Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, 2-Spirit Transition Age Youth Prevention Services to the following Consultant Services Providers: 1) Tarzana Treatment Centers, Inc.; 2) Penny Lane Centers; and 3) The Wall Las Memorias.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute a Consultant Services Agreement (Agreement), substantially similar to Attachment I with the following three contractors: 1) Tarzana Treatment Centers, Inc., in Service Areas (SAs) 1 and 2 and SAs 5 and 8; 2) Penny Lane Centers in SAs 3 and 7; and 3) The Wall Las Memorias in SAs 4 and 6 for the provision of Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, 2-Spirit (LGBTQI2-S) Transition Age Youth (TAY) Prevention Services. The Total Compensation Amounts (TCAs) for Fiscal Years (FYs) 2017-18, 2018-19, and 2019-20 will be allocated annually as follows: Tarzana Treatment Centers, \$591,000; Penny Lane Centers, \$295,500; and The Wall Las Memorias, \$295,500, for a total award of \$1,182,000 annually. The Agreements will be effective July 1, 2017, and extend through June 30, 2020.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments, including extensions extending Agreement for up to a total three years, reflecting programmatic or policy changes or new agreement terms provided that: 1) the County's total payments to each contractor does not exceed an increase of 10 percent from the applicable Board-approved TCA; 2) DMH has sufficient appropriation; 3) approval is obtained from County Counsel prior to the execution of any amendment; and 4) the Director, or his designee, notifies your Board and the Chief Executive Officer (CEO) in writing within 30 days of the execution of each amendment.

3. Delegate authority to the Director, or his designee, to suspend or terminate agreements, including without limitation, for convenience upon request by either County or Contractor; upon notification of closure, change of ownership, or merger with other entity(ies); or for non-performance or breach of any contract provisions. The Director, or his designee, will notify your Board of such terminations in writing within 30 days after the execution of each termination.

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

The Los Angeles County's Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) Plan included more integrated services for the LGBTQI2-S population and training of the County mental health provider workforce on unique issues of stigma and discrimination faced by this population to improve outcomes for LGBTQI2-S youth. For purposes of mental health, prevention involves reducing risk factors or stressors, building protective factors and skills, and increasing support. Prevention promotes positive cognitive, social, and emotional development and encourages a state of well-being that allows the individual to function well in the face of changing and sometimes challenging circumstances.

LGBTQI2-S youth are at-risk for poor outcomes that include involvement in the legal system, hospitalization, and/or homelessness due to stigma and rejection. It is critical that LGBTQI2-S youth develop healthy identities and self-empowerment. Negative outcomes may be reduced with education on issues affecting LGBTQI2-S youth and with support from the community and caregivers. The LGBTQI2-S Prevention Services program seeks to increase recognition of early signs of mental illness by increasing access to community-based programs for LGBTQI2-S TAY consumers and their families and/or caregivers.

Board approval of Recommendation 1 will allow the Department of Mental Health (DMH) to execute Agreements for the provision of integrated services and workforce training to the LGBTQI2-S population and service providers tasked with addressing unique issues of stigma and discrimination.

Board approval of Recommendations 2 and 3 will enable DMH to amend or terminate the Agreements as necessary.

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

The recommended Board actions are consistent with the County's Strategic Plan Goal I – Make Investments That Transform Lives, via Strategy 1, "Increasing our focus on prevention initiatives" and Strategy 2, "Enhancing our delivery of comprehensive interventions." In addition, the recommended Board actions are also consistent with County's Strategic Plan Goal II - Foster Vibrant and Resilient Communities, specifically, Strategy 2, "Supporting the wellness of our communities."

### **FISCAL IMPACT/FINANCING**

The FY 2017-18 total cost of the three Agreements is \$1,182,000, fully funded by State MHSAs revenue and is broken out as follows: Tarzana Treatment Centers, \$591,000; Penny Lane Centers, \$295,500; and The Wall Las Memorias, \$295,500. Funding for these Agreements is included in the FY 2017-18 Recommended Budget.

Funding for subsequent fiscal years will be requested through the Department's annual budget request process. There is no net County cost impact associated with the recommended actions.

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

The Agreement format (Attachment I) has been approved as to form by County Counsel. DMH program administration staff will administer and monitor adherence to the Agreement's provisions, DMH policies, and performance outcomes to ensure that quality of services is being provided in accordance with the terms and conditions of the Agreement.

Attachment II lists the contractors recommended for LGBTQI2-S TAY Prevention Services program award; contractor's headquarters location; Supervisorial District, based on headquarters location; and SAs of each agency.

### **CONTRACTING PROCESS**

DMH released a Request for Statement of Qualifications (RFSQ) for MHSAs on November 15, 2005, and identified qualified vendors to enter into Master Agreements. The RFSQ continues to be advertised and open to new agencies for various program categories.

DMH released a competitive solicitation for LGBTQI2-S TAY Prevention Services to pre-qualified MHSAs Master Agreement contractors expressing interest in PEI Services for TAY on July 25, 2016. A total of ten proposals were received for four (4) paired SAs. The Evaluation Committee utilized a standardized RFS evaluation tool and an Informed Averaging Methodology to evaluate the proposals. Agencies with the highest scoring proposals were selected, resulting in a recommendation for award in each of three paired SAs. Only one proposal was received and evaluated for paired SAs 5 and 8, which did not meet the minimum requirements. As a result, DMH canvassed the three proposers recommended for award in the other three service areas to see if any were interested in also covering SAs 5 and 8. Since all three were interested, DMH selected the highest scoring of the three providers – Tarzana Treatment Centers, Inc. Further, Tarzana Treatment Centers has a Service Delivery Site located in SA 8 to provide LGBTQI2-S TAY Prevention Services for SAs 5 and 8.

Subsequently, in accordance with the Board Policy Manual Section 5.100, DMH notified your Board on April 6, 2017 (Attachment III), identifying and justifying the need for requesting a sole source Agreement with Tarzana Treatment Centers, Inc., in the paired SAs 5 and 8. The required Sole Source Contracts Checklist (Attachment IV) was approved by the CEO.

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

Approval of the recommended actions for the LGBTQI2-S Prevention Services will aid the County's efforts to increase and enhance delivery of comprehensive interventions and support the wellness of

The Honorable Board of Supervisors

6/13/2017

Page 4

our communities throughout Los Angeles County.

Respectfully submitted,

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

Jonathan E. Sherin, M.D., Ph.D.

Director

JES:TB:MM:SLD:s

c

Enclosures

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

CONTRACTOR:

\_\_\_\_\_

\_\_\_\_\_

Contract Number

Vendor Number

Business Address:

\_\_\_\_\_

\_\_\_\_\_

Supervisorial District: \_\_\_\_\_

Mental Health Service Area(s): \_\_\_\_\_

**CONSULTANT SERVICES AGREEMENT  
 MENTAL HEALTH SERVICES ACT – LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUESTIONING,  
 INTERSEX, 2-SPIRIT (LGBTQI2-S) TRANSITION AGE YOUTH (TAY) PREVENTION SERVICES**

**TABLE OF CONTENTS**

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS .....	1
1. TERM OF AGREEMENT .....	2
2. ADMINISTRATION .....	2
3. DESCRIPTION OF SERVICES .....	3
4. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS .....	3
5. COMPENSATION .....	3
6. COUNTY AUDIT SETTLEMENTS .....	5
7. STAFFING .....	5
8. STAFF TRAINING AND SUPERVISION .....	6
9. PROGRAM SUPERVISION, MONITORING AND REVIEW .....	6
10. COUNTY'S QUALITY ASSURANCE PLAN .....	6
11. REPORTS .....	7
12. CONFIDENTIALITY .....	7
13. REPORTING OF ABUSE AND RELATED PERSONNEL REQUIREMENTS .....	9
14. NONDISCRIMINATION IN SERVICES .....	10
15. NONDISCRIMINATION AND AFFIRMATIVE ACTION .....	11
16. COMPLIANCE WITH CIVIL RIGHTS LAWS .....	12
17. FAIR LABOR STANDARDS .....	13
18. INDEMNIFICATION AND INSURANCE .....	13
19. WARRANTY AGAINST CONTINGENT FEES .....	19
20. CONFLICT OF INTEREST .....	19
21. UNLAWFUL SOLICITATION .....	19
22. INDEPENDENT STATUS OF CONTRACTOR .....	20
23. DELEGATION AND ASSIGNMENT BY CONTRACTOR .....	20
24. SUBCONTRACTING .....	21
25. GOVERNING LAW, JURISDICTION AND VENUE .....	24
26. COMPLIANCE WITH APPLICABLE LAW .....	24
27. THIRD PARTY BENEFICIARIES .....	25
28. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES .....	25
29. FORM OF BUSINESS ORGANIZATION DISCLOSURE .....	25
30. TERMINATION FOR INSOLVENCY .....	26
31. TERMINATION FOR DEFAULT .....	26
32. TERMINATION FOR IMPROPER CONSIDERATION .....	27

<u>PARAGRAPH</u>	<u>PAGE</u>
33. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	28
34. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	28
35. TERMINATION FOR CONVENIENCE.....	28
36. SEVERABILITY.....	29
37. CAPTIONS AND PARAGRAPH HEADINGS.....	29
38. ALTERATION OF TERMS.....	29
39. ENTIRE AGREEMENT.....	30
40. WAIVER.....	31
41. EMPLOYMENT ELIGIBILITY VERIFICATION.....	31
42. PUBLICITY.....	31
43. CONTRACTOR'S OFFICES.....	32
44. AUTHORIZATION WARRANTY.....	32
45. RESTRICTIONS ON LOBBYING.....	32
46. COUNTY LOBBYISTS.....	32
47. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES.....	32
48. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS.....	32
49. CERTIFICATION OF DRUG-FREE WORK PLACE.....	33
50. CHILD SUPPORT COMPLIANCE PROGRAM.....	33
51. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEE ON A RE-EMPLOYMENT LIST.....	34
52. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT.....	34
53. USE OF RECYCLED-CONTENT PAPER PRODUCTS.....	34
54. CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	34
55. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM.....	37
56. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996.....	38
57. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM.....	38
58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW.....	40
59. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	40
60. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76).....	40
61. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE.....	41
62. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS.....	41
63. PERFORMANCE STANDARDS AND OUTCOME MEASURES.....	41
64. FORCE MAJEURE.....	42
65. PUBLIC RECORDS ACT.....	43
66. TIME OFF FOR VOTING.....	43
67. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT.....	43
68. BACKGROUND AND SECURITY INVESTIGATIONS.....	45
69. PROPRIETARY CONSIDERATIONS.....	45
70. PUBLIC ANNOUNCEMENTS AND LITERATURE.....	46
71. PURCHASES.....	46
72. AIR OR WATER POLLUTION REQUIREMENTS.....	46
73. COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING.....	47
74. NON EXCLUSIVITY.....	47
75. PROHIBITION AGAINST INDUCEMENT OR PERSUASION.....	47
76. LIQUIDATED DAMAGES.....	47
77. NOTICES.....	49

EXHIBITS

- A. STATEMENT OF WORK
- B. FEE SCHEDULE
- C. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D. CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- E. CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- F. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
- G. FACT SHEET ON "SAFELY SURRENDERED BABY LAW"
- H. CHARITABLE CONTRIBUTIONS CERTIFICATION
- I. CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION
- J. CONTRACTOR'S EMPLOYEE JURY SERVICE
- K. COUNTY'S ADMINISTRATION
- L. CONTRACTOR'S ADMINISTRATION
- M. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO ZERO TOLERANCE HUMAN TRAFFICKING
- N. BUSINESS ASSOCIATE UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA")

**CONSULTANT SERVICES AGREEMENT**  
**MENTAL HEALTH SERVICES ACT – LGBTQI2-S TAY PREVENTION SERVICES**

THIS CONSULTANT SERVICES AGREEMENT for Mental Health Services Act (MHSA) Consultant Services (hereafter “Agreement”) is made and entered into this 1<sup>st</sup> day of July, 2017 by and between \_\_\_\_\_ (hereafter “Contractor”) and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter “County”); and

**RECITALS**

WHEREAS, the County has a need for, and desires to engage the services of firm with special expertise and experience to act as a Contractor to the County for the provision of MHSA Consultant Services; and

WHEREAS, the MHSA, adopted by the California electorate on November 2, 2004 provides funding for services and resources that promote wellness, recovery, and resiliency for adults and older adults with severe mental illness and for children and youth with serious emotional disturbances and their families; and

WHEREAS, the County desires to engage Contractor for such special services upon the term provided in this Agreement; and

WHEREAS, Contractor is specifically trained and possesses the skills, experience, education and competency for the provision of MHSA consultation for Prevention and Early Intervention Services (trainings, support groups, community engagement, and mental health care).

WHEREAS, the County is authorized by Government Code Section 31000 to Agreement for such special services, including those contemplated herein; 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: Welfare and Institutions Code Section, including, but not limited to, Sections 5653.1 and 5892 et seq.; Los Angeles County Code Title 2, Chapter 2.121, Section 2.121.250 (B) (1).

/

/



NOW, THEREFORE, Contractor and County agree as follows:

1. TERM OF AGREEMENT:

A. Term of Agreement: The period of this Agreement shall commence on July 1, 2017 and shall continue in full force and effect through June 30, 2020, unless sooner terminated, in whole or in part, as provided in this Agreement.

B. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph (NOTICES).

C. Suspension of Payments: Payments to Contractor under this Agreement shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Agreement. 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 of Mental Health (Director) decision. Payments shall not be withheld pending the results of the reconsideration process. The rights and remedies of County provided in this Paragraph 1(c) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

D. Contractor Alert Reporting Database (CARD): 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 an Agreement term extension option.

2. ADMINISTRATION: The Director shall have the authority to administer this Agreement on behalf of County. All references to this actions or decisions to be made by the County in this Agreement shall be made by the Director unless otherwise expressly provided.

A. The Director may designate one or more persons to act as his designee for the purpose of administering this Agreement. Therefore "Director" shall mean "Director and/or his designee." The Director shall not have the authority to modify or amend this Agreement except as authorized by the Board of Supervisors.

B. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

C. County's Program Manager shall be responsible for the coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of Contractor's resources, of invoices, and resolution of any questions/disputes; however, in no event shall Contractor's obligations to satisfy all of the requirements of this contract be relieved, excused or limited thereby.. County's Program Manager shall be: Mary Romero, LCSW – Transition Age Youth Administration. County's Program 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 the County in any respect whatsoever.

3. DESCRIPTION OF SERVICES: Contractor shall provide mental health services in the form as described in Exhibit A (Statement of Work) attached hereto and incorporated herein by reference.

4. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

5. COMPENSATION:

A. 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 Fee Schedule established in Exhibit B. No payment will be made for services that are not included in Exhibit A.

B. Total compensation (Total Compensation Amount) for all services furnished hereunder shall not exceed the sum of TWO HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$295,500) for Fiscal Year (FY) 2017-18; TWO HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED

DOLLARS (\$295,500) for FY 2018-19; and TWO HUNDRED NINETY-FIVE THOUSAND FIVE HUNDRED DOLLARS (\$295,500) for FY 2019-20.

C. Notwithstanding the above limitation, Contractor agrees to satisfactorily complete all work specified in Exhibit A. To request payment, Contractor shall present to County's Program Manager monthly in arrears invoices accompanied by a statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

D. In no event shall County pay Contractor more than this Total Compensation Amount for Contractor's performance hereunder. Payment to Contractor shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Contractor shall submit invoices to:

County of Los Angeles

Department of Mental Health

550 South Vermont Avenue, 4<sup>th</sup> Floor

Los Angeles, CA 90020

ATTN: Mary Romero, LCSW – Transition Age Youth Administration

Each annual billing shall be submitted within sixty (60) days per the end of each fiscal year for which funds are appropriated. The annual billing 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.

E. Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement 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 action. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this

Agreement.

F. No Payment for Services Provided Following Expiration/Termination of Agreement:

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 Agreement.

6. COUNTY AUDIT SETTLEMENTS:

A. If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, 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 Agreement 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.

B. Failure on the part of Contractor to comply with any of the terms of this Paragraph shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

7. STAFFING:

A. Contractor shall operate continuously throughout the term of this Agreement with a sufficient number of staff necessary to provide the services described in Exhibit A (Statement of Work). The Director may at his sole discretion, determine from time to time the number and type of staff which Contractor shall provide for services hereunder.

B. 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, and experience, who are providing any services hereunder.

C. 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 Contract Manager.

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

8. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program for all its staff providing services under this Agreement. Contractor shall institute and maintain appropriate supervision of all persons providing services hereunder. Contractor shall be responsible for the training of all appropriate staff on any matters that County may reasonably require.

9. 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 Director. The Director 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 Contract 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 Agreement, if State auditors disagree with County's 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.

10. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent(s) will monitor the Contractor's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing the Contractor's compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are significant or continuing and that may place performance of the Agreement 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 Agreement or impose other penalties as specified in this Agreement.

11. REPORTS:

A. Contractor shall make reports as required by Director or by State regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. County shall provide Contractor with a written explanation of the procedures for reporting the required information. In addition to other reports as may be required by Director, Contractor shall make and submit reports as outlined in Exhibit A – Statement of Work.

B. Income Tax Withholding:

(1) If Contractor has not had a DMH Agreement 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 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 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.

12. CONFIDENTIALITY:

12.1 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.

12.2 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, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 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 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.

12.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

12.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgment and Confidentiality Agreement", Exhibit C.

12.5 Contractor shall cause each employee performing services covered by this Agreement to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit D.

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

/

13. REPORTING OF ABUSE AND RELATED PERSONNEL REQUIREMENTS:

A. 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.

B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et sec. 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.

C. 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 nontreatment 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 Agreement 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 Agreement.

14. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, or any other unlawful basis in accordance with requirements of Federal and State law. For the purpose of this Paragraph, 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 quota, 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 action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

B. Contractor shall further establish and maintain written complaint procedures under which any person applying for or receiving any services hereunder may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision 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.

C. 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 and assignment of accommodations. At the time any person applies for services under this Agreement, such person shall be advised by Contractor of the complaint procedures described in Subparagraph B. A copy of such complaint procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

15. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. 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 (over 40), physical or mental disability, marital status, political affiliation, or protected characteristic in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. The Contractor shall certify to, and comply with, the provisions of Exhibit I - Contractor's Equal Employment Opportunity (EEO) Certification.

C. 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 (over 40), physical or mental disability, marital status, political affiliation or protected characteristic, 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. 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, political affiliation or other protected characteristic.

D. 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, political affiliation or protected characteristic, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.

E. If the County finds that any provisions of this Paragraph have been violated, such violation shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Agreement 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 Agreement.

F. The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Agreement, 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 Agreement.

16. COMPLIANCE WITH CIVIL RIGHTS LAWS:

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 I - Contractor's Equal Employment Opportunity (EEO) Certification.

17. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents, 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 services performed by Contractor's employees for which County may be found jointly or solely liable.

18. INDEMNIFICATION AND INSURANCE:

A. 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 Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

B. General Provisions for all Insurance Coverage: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Paragraph (Indemnification and Insurance) and Paragraph (Insurance Coverage of this Agreement). 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 Agreement. 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 Agreement.

(1) Evidence of Coverage and Notice to County

(a) 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 Agreement.

(b) 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.

(c) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement 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 Agreement. 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.

(d) 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.

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

**Los Angeles County - Department of Mental Health (LAC-DMH)**  
**Contracts Development and Administration Division (CDAD)**  
**550 S. Vermont Ave., 5<sup>th</sup> Floor**  
**Los Angeles, CA 90020**

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 Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

(2) 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.

(3) 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 Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

(4) 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 Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. 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.

(5) 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.

(6) Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Agreement, 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.

(7) 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 Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

(8) 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.

(9) 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.

(10) 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 Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

(11) 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.

(12) 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.

(13) 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.

(14) 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.

C. Insurance Coverage

(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

(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 Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

(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.

(4) Unique Insurance Coverage

(a) 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.

(b) Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Agreement, 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.

(c) 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.

/

19. WARRANTY AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement 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.

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

20. CONFLICT OF INTEREST:

A. No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

B. 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 Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Agreement.

21. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of an 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 service of all those bar associations within the County of Los Angeles that have such a service.

22. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement 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.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement 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.

C. 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 Agreement.

D. The Contractor shall adhere to the provisions stated in Paragraph (Confidentiality).

23. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, 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 this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. 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 this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any 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 this Agreement which may result in the termination of this Agreement. 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.

24. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

- (1) The reasons for the particular subcontract.
- (2) A detailed description of the services to be provided by the subcontract.
- (3) Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
- (4) A description of the proposed subcontract amount and manner of compensation,

together with Contractor's cost or price analysis thereof.

(5) A copy of the proposed subcontract which shall contain the following provision:

"This Agreement is a subcontract under the terms of the prime Agreement with the County of Los Angeles and shall be subject to all of the provisions of such prime Agreement."

(6) Any other information and/or certifications requested by County.

C. County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such request on a case-by-case basis.

D. Contractor shall indemnify, defend and hold harmless County, its Special Districts, elected and appointed officers, employees, agents and volunteers, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any subcontractor, including any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement. 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 the address specified in Paragraph (Indemnification and Insurance).

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform, all work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular

subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph or a blanket consent to any further subcontracting.

J. Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

K. Contractor shall deliver to the Interim Chief of DMH's CDAD a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Contractor shall obtain an executed Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit D) attached hereto and incorporated herein by reference for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be delivered to the Interim Chief of DMH's

CDAD on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee first performs services under the subcontract.

M. The Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

25. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement 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 Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

26. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Agreement, Contractor shall comply with all Federal, State and local laws, rules regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. 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 this Paragraph 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 reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have 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.

27. THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

28. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, 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 Agreement. 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 Agreement 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.

29. FORM OF BUSINESS ORGANIZATION DISCLOSURE:

A. 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) and whether Contractor is for profit or non-profit.

(2) A detailed statement indicating whether Contractor is totally or substantially owned by any other business organization(s), and if so, the name and address of each such business organization.

(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 Agreement, and if so, the name and address of each such business organization and the specific nature of its business with Contractor.

If, during the term of this Agreement, the form of Contractor's business organization changes, or the majority ownership of Contractor changes, or Contractor's ownership of other businesses dealing with



Contractor under this Agreement changes, Contractor shall notify DMH's CDAD in writing detailing such changes thirty (30) days prior to any such changes.

30. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. 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.

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

31. TERMINATION FOR DEFAULT:

A. 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:

(1) Contractor has materially breached this Contract; or

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

(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.

B. In the event that the County terminates this Contract in whole or in part as provided in Paragraph A, 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.

C. 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 B 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.

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

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

32. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement 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 the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. 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 the Contractor.

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

33. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Agreement 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 Agreement will maintain compliance, with Los Angeles County Code Chapter 2.206.

34. 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 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

35. TERMINATION FOR CONVENIENCE:

A. This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County, in its sole discretion, to be in its best interest. Termination of services 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. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

B. After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

C. All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with Paragraph (Record Retention and Inspection/Audit Settlement).

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

37. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

38. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, including without limitation, the Statement of Work (Exhibit A) or Fee Schedule (Exhibit B) 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 Agreement which is prepared and executed by the contractor and by the Director or his designee as authorized by the Board.

The County's Board of Supervisors or DMH Director or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County

reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or DMH Director or designee. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director of Mental Health.

39. ENTIRE AGREEMENT: The body of this Agreement, and Exhibits A through N, all of which are attached hereto and incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. 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 Agreement and the other referenced documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A (Statement of Work)
2. Exhibit B (Fee Schedule)
3. Exhibit C (Contractor Acknowledgement and Confidentiality Agreement)
4. Exhibit D (Contractor Employee Acknowledgement and Confidentiality Agreement)
5. Exhibit E (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)
6. Exhibit F (Attestation Regarding Federally Funded Program)
7. Exhibit G (Fact Sheet on "Safely Surrendered Baby Law")
8. Exhibit H (Charitable Contributions Certification)
9. Exhibit I (Contractor's Equal Employment Opportunity (EEO) Certification)
10. Exhibit J (Contractor's Employee Jury Service)
11. Exhibit K (County's Administration)
12. Exhibit L (Contractor's Administration)
13. Exhibit M (Contractor's Acknowledgement of County's Commitment to Zero Tolerance Human Trafficking)
14. Exhibit N (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA"))

40. WAIVER: No waiver by the County of any breach of any provision of this Agreement 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 Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

41. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services 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 may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal and state statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

42. PUBLICITY: The Contractor shall not disclose any details in connection with this Agreement 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 Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Agreement, 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 Manager. The County shall not unreasonably withhold written consent.

The Contractor may, without the prior written consent of County, indicate in its proposals and sales

materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this Paragraph shall apply.

43. CONTRACTOR'S OFFICES: Contractor shall notify in writing DMH's CDAD, and any other County office(s) as identified in Paragraph (NOTICES), of any change in its business address, at least thirty (30) days prior to the effective date thereof.

44. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

45. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

46. 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 Agreement upon which County may immediately terminate or suspend this Agreement.

47. 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 Paragraph.

48. CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS: Should the Contractor require

additional or replacement personnel after the effective date of this Agreement, 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) to obtain a list of qualified GAIN/GROW job candidates. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

49. CERTIFICATION OF DRUG-FREE WORK PLACE: 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 Title 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.

50. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Agreement 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.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement 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).

C. Termination of 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 (Contractors' Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default with ninety (90) calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph (Termination for Default) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

51. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF – OR FORMER COUNTY EMPLOYEE ON A RE-EMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, 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 reemployment list during the term of this Agreement.

52. 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 1015.

53. USE OF RECYCLED-CONTENT PAPER PRODUCTS: 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 the Agreement.

54. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. 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 Agreement. It is the County's policy to conduct business only with responsible contractors.

B. 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 Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements 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 Agreements the Contractor may have with the County.

C. 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 an Agreement 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 an Agreement 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.

D. Contractor Hearing Board

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.

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.

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 Hearing Board.

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 interest of the County.

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.

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.

7. These terms shall also apply to subcontractors of County Contractors.

55. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: 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 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-al beneficiary.

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.

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 F as part of its obligation under this Paragraph.

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

56. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: 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").

57. COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement 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 J

(Contractor's Employee Jury Service) and incorporated by this reference into and made a part of this Agreement..

B. 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 the 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 the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement 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 County Agreements 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 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 Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section 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 Agreement 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 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 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 Agreement 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 section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: 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 G of this Agreement. Additional information is available at [www.babysafela.org](http://www.babysafela.org).

59. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: 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 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 on how to receive the poster can be found on the Internet at [www.babysafela.org](http://www.babysafela.org).

60. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The 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 Agreements. By executing this Agreement, 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 Agreement, 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 Agreements. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred ineligible, or excluded from securing federally funded Agreements. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the county may immediately terminate or suspend this Agreement.

61. 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 certification in Exhibit H, 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 Agreement termination or debarment proceedings or both (County Code Chapter 2.202).

62. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

63. 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. 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 the Contractor's Agreement 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 Agreement 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 the Contractor.

64. FORCE MAJEURE:

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, 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 sub-paragraph as "force majeure events").

B. 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 sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. 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."

/

65. PUBLIC RECORDS ACT:

A. 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 (Record Retention and Inspection/Audit Settlement) of this Agreement; as well as those documents which were required to be submitted in response to any solicitation conducted by the County for any services and/or programs for this Agreement, 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.

B. County shall notify Contractor upon receipt of a request for such marked documents.

C. 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.

66. TIME OFF FOR VOTING: 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.

67. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT: 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 Agreement. 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 Agreement. 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 Agreement 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 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.

A. In the event that an audit of the Contractor is conducted specifically regarding this Agreement 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 Agreement. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

B. Failure on the part of the Contractor to comply with any of the provisions of this Paragraph shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement.

C. If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Agreement, representatives of the County conduct an audit of the Contractor regarding the work performed under this Agreement, 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 Agreement 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.

68. BACKGROUND AND SECURITY INVESTIGATIONS:

A. All Contractor staff performing services under this Agreement who are 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 Agreement. 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 if the member of Contractor's staff passes or fails the background investigation.

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

C. 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.

D. 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 Agreement.

69. PROPRIETARY CONSIDERATION:

A. County Materials. County shall be the sole owner of all right, title and interest, including copyright, in and to all materials, plans, reports, toolkits, needs assessment , documentation and training materials provided by Contractor for County pursuant to this Agreement, (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.

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.

70. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its treatment services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded by the County of Los Angeles.

71. PURCHASES:

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.

72. AIR OR WATER POLLUTION REQUIREMENTS: Unless specifically exempted under federal law, any federally funded by this Agreement and/or any subcontracts in excess of ONE HUNDRED THOUSAND DOLLARS (\$100,000) must comply with the following provisions:

A. Contractor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Chapter 1).

B. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

/

73. 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 Agreement. 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.

74. NON EXCLUSIVITY: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Agreement shall not restrict County from acquiring similar, equal or like good and/or services from other entities or sources.

75. PROHIBITION AGAINST INDUCEMENT OR PERSUASION: Notwithstanding the above, the Contractor and the County agree that, during the term of this Agreement and for a period of one year thereafter, either 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.

76. LIQUIDATED DAMAGES: If, in the judgment of the Department Head, or his designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Head, or his designee, in a written notice describing the reasons for said action.

A. If the Department Head, or his designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his designee, deems are correctable by the Contractor over a certain time span, the Department Head, or his designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the contractor fail to correct

deficiencies within said time frame, the Department Head, or his designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is one hundred dollars (\$100) per day per infraction hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private Contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

B. The action noted shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Agreement.

C. This Paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in Exhibit B (Fee Scheduled), and shall not, in any manner, restrict or limit the County's right to terminate this Agreement as agreed to herein.

/

/

/

/

/

/

/

/

/

/

77. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first class, registered or certified mail, postage pre-paid, addressed to the parties at the following addresses and to the attention of the persons named. Director, or his designee, shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

For the County, please use the following contact information:

County of Los Angeles - Department of Mental Health  
Contracts Development and Administration Division  
550 S. Vermont Avenue, 5<sup>th</sup> Floor  
Los Angeles, CA 90020  
Attention: Sara Lee Dato, Chief of Contracts

For the Contractor, please use the following contact information:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

/  
/  
/  
/  
/  
/  
/  
/  
/  
/

/



IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, 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

APPROVED AS TO CONTRACT  
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By \_\_\_\_\_  
Chief, Contracts Development  
and Administration Division

**EXHIBIT A - STATEMENT OF WORK (SOW)**

**LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUESTIONING, INTERSEX AND 2-SPIRIT  
TRANSITION AGE YOUTH PREVENTION SERVICES PROGRAM**

**1.0 OBJECTIVE**

The purpose of the Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex and 2-Spirit (LGBTQI2-S) Transition Age Youth (TAY) Prevention Services Program is to provide Prevention and Early Intervention (PEI) services (trainings, support groups, community engagement, and mental health care) to LGBTQI2-S TAY, ages 16-25 in accordance with the paired Service Areas (SAs) listed below:

- SAs 1 (Antelope Valley) and 2 (San Fernando Valley)
- SAs 3 (San Gabriel Valley) and 7 (East Los Angeles)
- SAs 4 (Metro) and 6 (South Los Angeles)
- SAs 5 (West Los Angeles) and 8 (South Bay/Harbor)

The goal is to increase (1) recognition of early signs of mental illness, (2) community awareness, and (3) access to community-based programs for the LGBTQI2-S TAY consumers and their families and/or caregivers.

**2.0 TARGET POPULATION**

The LGBTQI2-S TAY Prevention Services Program shall target LGBTQI2-S TAY, ages 16-25 in the awarded paired SAs. Contractor shall provide LGBTQI2-S TAY Prevention Services to the targeted population in SAs \_\_\_\_ and \_\_\_\_\_. Contractor shall have, and maintain, a minimum of one (1) existing Service Delivery Site located in at least one (1) of the SAs served by the Contractor throughout the duration of the Consultant Services Agreement (Agreement).

**3.0 DELIVERABLES FISCAL YEAR (FY) 1 (July 1, 2017- June 30, 2018)**

**3.1 LGBTQI2-S TAY Toolkit Development**

Contractor shall develop a detailed and comprehensive LGBTQI2-S TAY Toolkit to address critical issues and service gaps within the LGBTQI2-S TAY community. The purpose of this Toolkit is to support mental health providers and

community-based organizations in developing the capacity to increase access for and effectively serve LGBTQI2-S TAY. Completion of each section of the LGBTQI2-S TAY Toolkit will require approval by LAC-DMH Program Manager, in his or her sole discretion. Contractor shall include and expand on all of the core components in Sections 3.1.1 through 3.1.4 outlined below in the Toolkit:

**3.1.1 Section I: Safe and Welcoming Environments**

**(Due Date by September 30, 2017)**

1. Historical and Sociopolitical Background

- Provide information relevant to disparities and service gaps as it pertains to LGBTQI2-S.

2. Who are LGBTQI2-S youth and young adults?

- Describe disparities, service gaps, and need for specialized services derived from Community Needs Assessment (Section 3.4 of this SOW).
- Provide local and countywide statistical data
- Describe the cultures and sub-cultures of this population including health, age, race, gender, ethnicity, religion, and spirituality.
- Explain the unique challenges of accessing services faced by this population.

3. Provide Overview of Terminology and Definitions

- Define sex, sexual orientation, gender, gender identity, gender expression, sexual behavior, coming out process, and distinguish between L-G-B-T-Q-I-2-S.
- Include preferred terms by various cultural, ethnic, racial, gender, and age groups.
- Provide a glossary of terms and definitions relevant to this community.

4. Anti-Stigma and Discrimination

- Describe the negative impact of stigma and discrimination on youth and their family/caregivers.

- Describe the impact of rejection by family/caregiver and the community.
- Explain challenges associated with being LGBTQI2-S and a person of color struggling with mental health issues.
- Dispel Myths: Discuss stigmatizing myths and provide accurate information.
- Provide strategies to prevent and combat stigma and discrimination.

5. Youth Engagement Strategies

- Describe strategies to engage youth and keep them involved in their own development.
- Include engagement and retention strategies for hard-to-reach youth.
- Describe plan to include and define roles of peer mentors.
- Do's and Don'ts: Include harmful (rejecting) and effective (accepting) strategies when engaging youth.
- Include information about a provider's self-awareness of their verbal and non-verbal cues when engaging youth.
- Advocacy and Self-Empowerment: Describe plan to support youth in advocating for their self-care, well-being and legal rights.
- Self-disclosure: Describe plan to support youth in the coming out process.

6. LGBTQI2-S Affirming

- Mission and Vision Statements: Describe specific language and practices that ensure clinical and cultural expertise to all LGBTQI2-S youth who seek mental health services.
- Incorporate Inclusive Language: Describe plan to include language in policies and practice (orally and in printed materials, documents, etc.)

**3.1.2 Section II: Clinical Considerations and Interventions**

**(Due Date by December 31, 2017)**

1. Brief History

- Provide a brief history on mental health and LGBTQI2-S.

2. The Coming Out Process

- Youth Experience: Describe the internal processes a youth experiences before coming to terms with their gender and sexual identity.
- Family and/or Caregiver Experience: Explain the impact that coming out has on relationships with caregivers. Describe the importance of displaying a supportive and unconditional regard for the youth. Include information on intentional vs. unintentional behaviors that lead to rejection and the effects of family rejection.

3. Safety Concerns

- Suicide
  - Risk Factors: Describe psychosocial factors that increase risk of suicide for the LGBTQI2-S population.
  - Evidence-Supported Interventions: Provide information on best practices for suicide prevention, including existing PEI programs.
- Bullying
  - Describe current state laws, regulations, and policies regarding bullying.
  - Provide information on the prevalence rates of bullying in schools and the effects of bullying behavior on LGBTQI2-S youth.
  - Evidence-Supported Interventions: Provide information on best practices for prevention of bullying in schools and the workplace.
- Violence
  - Provide current statistical data on the types of violence experienced in the LGBTQI2-S community such as:
    - Hate Crimes
    - Intimate Partner Violence

- Describe community resources to assist LGBTQI2-S youth with legal aid, emergency shelter, and counseling, and violence prevention programs.

4. Special Populations

- Transgender Youth: Describe the distinct needs of this population and service gaps.
- Commercial Sexual Exploitation of Youth: Explain the prevalence rates and risk factors for LGBTQI2-S youth.
- Foster and Probation Youth: Explain the current prevalence rates of LGBTQI2-S youth in out-of-home care, risk factors, and negative experiences.
- Unaccompanied Minors: Explain the service needs for this population, including legal representation and advocacy.
- Homeless Youth: Describe risk factors and prevalence rates of LGBTQI2-S youth living on the streets. Include information on effects of homelessness and service gaps.

5. Trauma-Informed Services

- Evidence Based Treatments (EBTs): Apply relevant EBTs to this population, including those under MHSA PEI and those that focus on co-occurring disorders, post-traumatic stress disorder (PTSD), anxiety, and depression.
- Other Clinical Considerations.
- Coordination of Care: Describe the plan for linkage and ongoing communication with referral agencies.

6. Co-Occurring Disorders

- Substance Use Prevention: Describe the statistics for substance use and reasons youth use substances. Discuss the Stages of Change model and other effective interventions.

- **Developmental Disabilities:** Describe the statistics of LGBTQI2-S youth who are diagnosed with intellectual and development disorders. Discuss the service gaps and challenges in addressing problems among this sub-population.
- **Sexually Transmitted Diseases (STDs), Sexually Transmitted Infections (STIs), and Human Immunodeficiency Virus (HIV):** Describe related risk factors, and prevention strategies for STDs, STIs, and HIV among these populations. Include statistics and resources.
- **Coordination of Care:** Describe the importance of integrated care, plans for linkage, and ongoing communication with referral agencies.

7. Support Groups

- Describe the importance of peer-led support groups for LGBTQI2-S TAY and their families, and the impact on participants' mental health. Include group topics and/or areas of focus.

**3.1.3 Section III: Outreach and Engagement Supports and Strategies**

**(Due Date March 31, 2018)**

Contractor shall describe the importance of utilizing effective strategies when outreaching and engaging TAY, especially those who are disconnected and hard-to-reach and shall include the following Outreach and Engagement (O & E) Supports and Strategies in the LGBTQI2-S TAY Toolkit:

1. **Social Media:** Describe plan to develop and utilize age-appropriate social media platforms (i.e. applications).
2. **Pamphlets/Flyers/Posters:** Develop materials to designate safe and welcoming environments.
3. **Community Resources:** Develop and provide information about local and countywide resources.

4. Referrals and Linkage: Describe the importance of utilizing effective strategies in linking and referring clients to mental health, health, substance use treatment and prevention, and other services.
5. Community Presentations: Describe the importance of conducting community presentations and the types of organizations to target.
6. Community Partnerships: Describe the importance of establishing and maintaining community partnerships.

**3.1.4 Section IV: Outcomes Monitoring**

**(Due Date March 31, 2018)**

Contractor shall describe an outcomes monitoring plan to measure the effectiveness of the LGBTQI2-S TAY Toolkit, in training community agencies to serve LGBTQI2-S and their caregivers, which shall include and expand on the following topics:

1. Describe the purpose and intent of outcomes monitoring.
2. Describe the importance of developing an outcomes database that will allow for ongoing monitoring and reporting.
3. Describe how outcomes will be utilized to inform and enhance performance and quality of deliverables for LGBTQI2-S youth.

**3.2 Outreach and Engagement**

Contractor shall provide outreach and engagement to LGBTQI2-S TAY, (ages 16-25) and various community partners.

**3.2.1 Referrals and Linkage to Service Providers**

Contractor shall implement strategies to reach a minimum of twenty (20) LGBTQI2-S TAY per month that are not currently connected to services. Contractor shall outreach to youth who identify as LGBTQI2-S and engage these youth in services as needed. Service Linkage shall include referrals for medical services, mental health care, employment services, advocacy, and other supportive services for LGBTQI2-S TAY. Outreach should focus on youth that are considered most vulnerable and hard to reach, such as homeless youth. The Contractor shall document each



encounter with an LGBTQI2-S TAY using the Referral Tracking Log (Attachment I). Contractor shall complete the Referral Tracking Log (Attachment I) and submit to LAC-DMH Program Manager monthly no later than the last day of the next reporting month. The Contractor shall expand current linkage and referral system(s) to include the following community partners:

- Neighborhood Schools, Colleges, and Universities
- Mental Health Providers
- Health Organizations
- Substance Abuse Prevention and Control (SAPC) Providers
- Local Law Enforcement
- Los Angeles County - Probation Department
- Los Angeles County - Department of Children and Family Services (DCFS)
- National Alliance on Mental Illness (NAMI) and/or Other Advocacy Groups
- Faith-Based Organizations
- Local Service Area Advisory Committees (SAACs)

**3.2.2 Informational Materials**

Contractor shall create at least three (3) relevant informational materials (brochures, posters, flyers) for LGBTQI2-S TAY youth and their families on issues that affect the LGBTQI2-S community. Topics may include anti-stigma and discrimination, bullying prevention, suicide prevention, substance use prevention, and intimate partner violence prevention. Contractor shall submit informational materials to LAC-DMH Program Manager for approval in his or her sole discretion, **Due Date - September 30, 2017.**

**3.2.3 Community Presentations**

Contractor shall provide community presentations on anti-stigma and discrimination, bullying prevention, suicide prevention, substance use

prevention, intimate partner violence prevention, and other key concerns within the LGBTQI2-S community. Community presentations shall occur a minimum of six (6) times in each SA, at least once every two (2) months, for a total minimum of twelve (12) Community Presentations, **Due Date - June 30, 2018**. Contractor shall submit the Potential Responding Service Provider Log (Attachment II), attendance sheets, staff rosters, and copies of the presentation outlines on a monthly basis, due to LAC-DMH Program Manager no later than the last day of the next reporting month.

**3.3 Community Partnerships**

Contractor shall identify current and proposed partnerships with local community-based agencies. Contractor shall submit a minimum of two (2) Memoranda of Understanding (MOUs) of established and/or planned partnerships to address the needs of the LGBTQI2-S TAY (ages 16-25) population. The Contractor shall submit one (1) MOU for each of the paired services areas for a total of two (2) MOUs. **Due Date - September 30, 2017** for LAC-DMH Program Manager approval in his or her sole discretion. Contractor shall select agencies from the following:

- Mental Health Providers
- Neighborhood Schools, Colleges, and Universities
- Health Organizations
- SAPC Providers
- Local Law Enforcement
- Los Angeles County Departments
- Local Advocacy Groups
- Faith-based Organizations

**3.4 Community Needs Assessment**

Contractor shall create and conduct an assessment of current services, service gaps, risk factors, and protective factors of LGBTQI2-S TAY (ages 16-25) for each of its paired SAs (Community Needs Assessment). This information should

be obtained through various sources to include but not be limited to County departments, non-governmental agencies, and community-based agencies. Information gathering, at minimum, should include interviews with service providers and surveys of agency staff.

3.4.1 Contractor shall collect data and present a summary of findings in a report, including graphs and/or tables.

3.4.2 The Community Needs Assessment shall be completed and submitted to LAC-DMH Program Manager for approval in his or her sole discretion, **Due Date September 30, 2017.**

### 3.5 **Proposed Budget Plan**

Contractor shall create and submit a proposed detailed budget for each FY of the three (3) year contract term. The proposed budget shall include a timeline and projected due dates for implementation of the deliverables. The proposed budget must include staff time devoted to the development of the LGBTQI2-S TAY Toolkit. The proposed budget for all three (3) FYs must be submitted, **Due Date - July 31, 2017.** The proposed budget plan will be subject to approval and changes as required by LAC-DMH Program Manager in his or her sole discretion.

### 3.6 **Outcomes**

Contractor shall utilize LAC-DMH program-approved tools and supporting documents (attendance sheets, presentation outlines, informational materials, etc.) to determine the effectiveness of the deliverables for outreach and engagement, trainings, and support groups. Contractor shall use the data and information collected from the evaluation tools to provide reports and/or upon request to LAC-DMH Program Manager. Contractor shall also provide copies of all completed evaluation tools as required and/or upon request to LAC-DMH Program Manager. Contractor shall demonstrate adherence to all current and future MHS PEI regulations.

3.6.1 Contractor shall complete the Referral Tracking Log (Attachment I) to track O & E activities and submit it to LAC-DMH Program Manager

monthly, no later than the last day of the next reporting month.

- 3.6.2** Contractor shall complete the Potential Responding Service Provider Log (Attachment II) after conducting community presentations and submit to LAC-DMH Program Manager monthly; due no later than the last day of the next reporting month.

**4.0 DELIVERABLES FY 2 (July 1, 2018- June 30, 2019)**

**4.1 Training Services**

Contractor shall provide, at a minimum, a six (6) hour training session covering all components in the LGBTQI2-S TAY Toolkit (Sections 3.1.1 through 3.1.4 of this SOW) for local mental health providers and community-based agencies. Training participants shall include administrators, support staff, paraprofessionals, mental health clinicians, and any staff that may interact with LGBTQI2-S TAY, ages 16-25.

- Trainings shall be conducted within each of the Contractor's paired SAs a minimum of two (2) times per quarter (total of at least eight (8) trainings, **Due Date - June 30, 2019**).
- There shall be a minimum of 25 unduplicated participants (non-repeating) for each training (total of at least 200 participants, **Due Date - June 30, 2019**).
- Contractor shall not charge participants fees for attending these trainings.
- Contractor shall complete and submit the Potential Responding Service Provider Log (Attachment II), attendance sheets, staff rosters, copies of the presentation outline, and evaluation forms.

**4.2 Support Groups**

Contractor shall create a six (6) week group curriculum and schedule for each of the following support groups (1) the Peer Support Group and (2) the Family and Caregive Support Group (see Sections 4.2.1 and 4.2.2) which is due to LAC-DMH Program Manager, **Due Date - July 1, 2018**. Support group members shall be identified and recruited by Contractor and facilitated by a LGBTQI2-S Peer or Family Support Specialist (see Section 6.1.3) supplied by Contractor.

Contractor shall develop procedures for the Peer and Family Support Specialist to appropriately respond to the mental health concerns of group members (i.e. Referrals/linkages, crisis, etc.) At a minimum, support groups shall occur once per week for one (1) hour, any weekday between the hours of 6:00 P.M. and 8:00 P.M.

- Each six (6) week group series will be offered in each of the Contractor's paired SAs, at minimum, one (1) time per quarter in FY 2:
  - There will be a minimum of eight (8) Peer Support Groups (four in each SA)
  - There will be a minimum of eight (8) Family and Caregiver Support Groups (four in each SA)
- Groups will have the capacity to be provided in at least one of the threshold languages (other than English) and meet the specific cultural needs of the group members. In the event, the Contractor is unable to provide services in one of the threshold languages, the non-English speaking participant will be offered language interpretation services at no cost.
  - There shall be a minimum of five (5) participants for each group.

#### **4.2.1 Peer Support Groups**

Contractor shall create a LGBTQI2-S TAY Peer Support Group curriculum which will focus on psycho-education, empowerment, and emotional support. The Peer Support Group curriculum shall be new and unique to the LGBTQI2-S TAY community and shall not be reused from previous group material(s). Curriculum is due to LAC-DMH Program Manager for approval in his or her sole discretion, **Due Date - July 1, 2018**. Age-appropriate topics shall include, at minimum, the following:

- The coming out process
- Safe sex
- Intimate partner violence prevention

- Substance use prevention
- Bullying prevention
- Suicide prevention
- Mental and physical health promotion/wellness

#### **4.2.2 Family and Caregiver Support Groups**

Contractor shall create a Family and Caregiver Support Group curriculum focusing on helping families and caregivers learn how to support their youth who are in the process of coming out and/or have identified as LGBTQI2-S. The Family and Caregiver Support Group Curriculum shall be new and unique to the LGBTQI2-S TAY community and shall not be reused from previous group material(s). The curriculum is due to LAC-DMH Program Manager for approval in his or her sole discretion, **Due Date - July 1, 2018.**

Topics shall include, at minimum, the following:

- Key terminology and inclusive language
- Identity development, sexual orientation, and gender expression
- The coming out process
- Accepting vs. rejecting behaviors
- Dispelling myths regarding the LGBTQI2-S community

#### **4.3 Outreach and Engagement**

Contractor shall expand Outreach and Engagement (O & E) to LGBTQI2-S TAY (ages 16-25), as well as, various community partners.

##### **4.3.1 Referrals and Linkage to Service Providers**

Contractor shall identify and implement strategies to reach a minimum of twenty (20) LGBTQI2-S TAY per month who are not currently connected to services. Contractor shall outreach to youth who identify as LGBTQI2-S and engage these youth in services as needed. Service Linkage shall include referrals for medical services, mental health care, employment services, advocacy, and other supportive

services for LGBTQI2-S TAY. Outreach should focus on youth that are identified considered as most vulnerable and hard to reach, i.e. homeless youth. The Contractor shall document each encounter with an LGBTQI2-S TAY using the Referral Tracking Log (Attachment I). Contractor shall complete the Referral Tracking Log (Attachment I) and submit it to LAC-DMH Program Manager monthly no later than the last day of the next reporting month. The Contractor shall expand current linkage and referral system(s) to include the following community partners:

- Neighborhood Schools, Colleges, and Universities
- Mental Health Providers
- Health Organizations
- SAPC Providers
- Local Law Enforcement
- Los Angeles County - Probation Department
- Los Angeles County - DCFS
- NAMI and/or Other Advocacy Groups
- Faith-Based Organizations
- Local SAACs

**4.3.2 Informational Materials**

Contractor shall create at least three (3) relevant informational materials (brochures, posters, flyers) for LGBTQI2-S TAY youth and their families on the issues that affect the LGBTQI2-S community. Topics can include: anti-stigma and discrimination, bullying prevention, suicide prevention, substance use prevention, and intimate partner violence prevention. Contractor shall submit informational materials to LAC-DMH Program Manager for approval in his or her sole discretion, **Due Date - September 30, 2018**.

**4.3.3 Community Presentations**

Contractor shall provide community presentations on anti-stigma and

discrimination, bullying prevention, suicide prevention, substance use prevention, intimate partner violence prevention, and other key concerns within the LGBTQI2-S community. Community presentations shall occur at a minimum of six (6) times in each of pre-determined paired SAs, at least once every two (2) months, for a total minimum of twelve (12) Community Presentations, **Due Date - June 30, 2019**. Contractor shall submit the Potential Responding Service Provider Log (Attachment II), attendance sheets, staff rosters, copies of the presentation outline, and evaluation forms monthly to LAC-DMH Program Manager no later than the last day of the next reporting month.

**4.4 Outcomes**

Contractor shall utilize LAC-DMH program-approved tools and supporting documents (attendance sheets, presentation outlines, informational materials, etc.) to determine the effectiveness of the deliverables for O & E, trainings, and support groups. Contractor shall use the data and information collected from the evaluation tools to provide detailed reports and/or upon request to LAC-DMH Program Manager. Contractor shall also provide copies of all completed evaluation tools as required and/or upon request. Contractor shall demonstrate adherence to all current and future MHSa PEI regulations.

- 4.4.1** Contractor shall complete the Referral Tracking Log (Attachment I) to track O & E activities and submit to LAC-DMH Program Manager monthly, no later than the last day of the next reporting month.
- 4.4.2** Contractor shall complete the Potential Responding Service Provider Log (Attachment II) after conducting community presentations and trainings and submit to LAC-DMH Program Manager monthly no later than the last day of the next reporting month.
- 4.4.3** Contractor shall utilize the confidential Baseline Survey (Attachment III) and Post Evaluation (Attachment IV) to measure effectiveness of the LGBTQI2-S TAY Toolkit trainings. Contractor shall administer and



collect the Baseline Survey at the beginning of the training session; and follow-up in three (3) months by sending and collecting the Post Evaluation to each training attendee. Contractor shall submit all completed evaluations to LAC-DMH Program Manager quarterly no later than the last day of the next reporting month.

- 4.4.4** Contractor shall utilize the confidential Baseline Survey (Attachment V) and Post Evaluation (Attachment VI) to measure effectiveness of the Peer and Family/Caregiver Support Groups. Contractor shall administer and collect the Baseline Survey at the first session of each support group series and the Post Evaluation at the last session of each support group series. Contractor shall submit all completed evaluations to LAC-DMH Program Manager when the series concludes no later than the last day of the next reporting month.

**5.0 DELIVERABLES FY 3 (July 1, 2019- June 30, 2020)**

**5.1 Training Services**

Contractor shall provide, at minimum, a six (6) hour training session covering all components in the LGBTQI2-S TAY Toolkit (Sections 3.1.1 through 3.1.4 of this SOW) for mental health providers and community-based agencies. Training participants shall consist of administrators, support staff, paraprofessional, mental health clinicians, and any staff that may interact with LGBTQI2-S TAY, ages 16-25.

- Trainings shall be conducted within each of the pre-determined paired SAs a minimum of two (2) times per quarter (total of at least eight (8) trainings, **Due Date - June 30, 2020**).
- There should be a minimum of 25 unduplicated participants (non-repeating) for each training (total of at least 200 participants, **Due Date - June 30, 2020**).
- Contractor cannot charge participants fees for attending these trainings.

- Contractor shall complete and submit the Potential Responding Service Provider Log (Attachment II), attendance sheets, staff rosters, copies of the presentation outline, and evaluation forms.

## 5.2 Support Groups

Contractor shall create a six (6) week group curriculum and schedule for each support group (see Sections 5.2.1 and 5.2.2) and submit them to LAC-DMH Program Manager, **Due Date - July 1, 2019**. Support groups shall be facilitated by a LGBTQI2-S Peer or Family Support Specialist (see Section 6.1.3). Contractor shall develop procedures for the Peer and Family Support Specialist to appropriately respond to the mental health concerns of group members (i.e. Referrals/linkages, crisis, etc.). At a minimum, support groups shall occur once per week for one (1) hour, between the hours of 6:00 P.M. and 8:00 P.M.

- Each six (6) week group series will be offered in each of the paired SAs at a minimum one (1) time per quarter in FY 3:
  - Minimum of eight (8) Peer Support Groups
  - Minimum of eight (8) Family and Caregiver Support Groups
- Contractor shall ensure that groups can be provided in at least one of the threshold languages (other than English) common to the local community and will meet the specific cultural needs of the group members. In the event, the Contractor is unable to provide services in one of the threshold languages, the non-English speaking participant will be offered language interpretation services at no cost.

### 5.2.1 Peer Support Groups

Contractor shall create a LGBTQI2-S TAY Peer Support Group curriculum which will focus on psycho-education, empowerment, and emotional support; due to LAC-DMH Program Manager in his or her sole discretion, **Due Date - July 1, 2019**. Curriculum should be unique to the LGBTQI2-S TAY community and not reused from previous group material. Age-appropriate topics shall include, at minimum, the following:

- The coming out process

- Safe sex
- Intimate partner violence prevention
- Substance use prevention
- Bullying prevention
- Suicide prevention
- Mental and physical health promotion/wellness

### **5.2.2 Family and Caregiver Support Groups**

Contractor shall create a Family and Caregiver Support Group curriculum focusing on helping families learn how to support their youth who are in the process of coming out and/or have identified as LGBTQI2-S. The Family and Caregiver Support Group Curriculum should be unique to the LGBTQI2-S TAY community and not reused from previous group material(s). The curriculum is due to LAC-DMH Program Manager for approval in his or her sole discretion, **Due Date - July 1, 2019**. Topics shall include, at minimum, the following:

- Key terminology and inclusive language
- Identity development, sexual orientation, and gender expression
- The coming out process
- Accepting vs. rejecting behaviors
- Dispelling myths regarding the LGBTQI2-S community

### **5.3 Outreach and Engagement**

Contractor shall expand O & E to LGBTQI2-S TAY (ages 16-25), as well as, various community partners.

#### **5.3.1 Referrals and Linkage to Service Providers**

Contractor shall implement strategies to reach a minimum of twenty (20) LGBTQI2-S TAY per month that are not currently connected to services. Contractor shall outreach to youth who identify as LGBTQI2-S and engage these youth in services as needed. Service Linkage shall include referrals for medical services, mental health care, employment services, advocacy, and other supportive services

for LGBTQI2-S TAY. Outreach should focus on youth that are considered most vulnerable and hard to reach, i.e. homeless youth. The Contractor shall document each encounter with an LGBTQI2-S TAY using the Referral Tracking Log (Attachment I). Contractor shall complete the Referral Tracking Log (Attachment I) and submit to LAC-DMH Program Manager no later than the last day of the next reporting month. The Contractor shall expand current linkage and referral system(s) to include the following community partners:

- Neighborhood Schools, Colleges, and Universities
- Mental Health Providers
- Health Organizations
- Substance Abuse Prevention and Control (SAPC) Providers
- Local Law Enforcement
- Los Angeles County - Probation Department
- Los Angeles County - Department of Children and Family Services (DCFS)
- National Alliance on Mental Illness (NAMI) and/or Other Advocacy Groups
- Faith-Based Organizations
- Local Service Area Advisory Committees (SAACs)

**5.3.2 Informational Materials**

Contractor shall create at least three (3) relevant informational materials (brochures, posters, flyers) for LGBTQI2-S TAY youth and their families on the issues that affect the LGBTQI2-S community. Topics can include: anti-stigma and discrimination, bullying prevention, suicide prevention, substance use prevention, and intimate partner violence prevention. Contractor shall submit informational materials for LAC-DMH Program Manager approval in his or her sole discretion, **Due Date - September 30, 2019.**

**5.3.3 Community Presentations**

Contractor shall provide community presentations on anti-stigma and discrimination, bullying prevention, suicide prevention, substance use prevention, intimate partner violence prevention, and other key concerns within the LGBTQI2-S community. Community presentations shall occur a minimum of six (6) times in each SA, at least once every two (2) months for a total minimum of twelve (12) community presentations, **Due Date - June 30, 2020**. Contractor shall submit the Potential Responding Service Provider Log (Attachment II), attendance sheets, staff rosters, copies of the presentation outline and evaluation forms to LAC-DMH Program Manager monthly no later than the last day of the next reporting month.

#### **5.4 Outcomes**

Contractor shall utilize LAC-DMH program-approved tools and supporting documents (attendance sheets, presentation outlines, informational materials, etc.) to determine the effectiveness of the deliverables for outreach and engagement, trainings, and support groups. Contractor shall use the data and information collected from the evaluation tools to provide reports and/or upon request to LAC-DMH Program Manager. Contractor shall also provide copies of all completed evaluation tools as required and/or upon request. Contractor shall demonstrate adherence to all current and future MHSa PEI regulations.

**5.4.1** Contractor shall complete the Referral Tracking Log (Attachment I) to track O & E activities and submit to LAC-DMH Program Manager monthly no later than the last day of the next reporting month.

**5.4.2** Contractor shall complete the Potential Responding Service Provider Log (Attachment II) after conducting community presentations and trainings and submit to LAC-DMH Program Manager monthly no later than the last day of the next reporting month.

**5.4.3** Contractor shall utilize the confidential Baseline Survey (Attachment III) and Post Evaluation (Attachment IV) to measure effectiveness of the trainings. Contractor shall administer and collect the Baseline Survey at

the beginning of the training session; and follow-up in three (3) months by sending and collecting the Post Evaluation to each training attendee. Contractor shall submit all completed evaluations to LAC-DMH Program Manager quarterly no later than the last day of the next reporting month.

- 5.4.4** Contractor shall utilize the confidential Baseline Survey (Attachment V) and Post Evaluation (Attachment VI) to measure effectiveness of the Peer and Family/Caregiver Support Groups. Contractor shall administer and collect the Baseline Survey at the first session of each support group series and the Post Evaluation at the last session of each support group series. Contractor shall submit all completed evaluations to LAC-DMH Program Manager when the series concludes; due no later than the last day of the next reporting month.

## **6.0 STAFFING PLAN**

### **6.1 General Staffing Requirements**

Contractor shall ensure that the following staff and volunteer requirements are met, and compliance with required staffing plan for all three (3) FYs. **Due Date – July 31, 2017:**

#### **6.1.1 Language/ Cultural Ability**

Contractor's personnel who conduct business with LAC-DMH Program Manager shall be able to read, write, speak, and understand English. Furthermore, the staff and volunteers 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 and cultural needs of all the communities served.

#### **6.1.2 Peer/Family Support Specialist**

Contractor shall be responsible for assigning a LGBTQI2-S Peer or Family Support Specialist, **Due Date - July 31, 2017** to be in compliance with required staff for the three (3) year Consultant Services Agreement to conduct community presentations, provide outreach and engagement,

and facilitate support groups as defined in this SOW. Contractor shall secure and maintain staff who meet the minimum qualifications and who possess sufficient experience and expertise required to provide services required in this SOW.

The Peer/Family Support Specialist minimum qualifications shall include:

- Lived experience as a LGBTQI2-S TAY or family member of a LGBTQI2-S TAY.

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 United States, Secretary of Education.

**6.1.3 Staff Training**

Contractor shall provide the LGBTQI2-S TAY training to all new staff within thirty (30) business days from their start date and prior to the services to be provided as stated in this SOW and shall comply with the Agreement.

**6.1.4 Documentation**

Contractor shall maintain the following documentation in the personnel files of all staff: (1) verification of all training hours and topics; (2) copies of resumes, degrees, and professional licenses; and (3) current criminal clearances.

**6.1.5 Supervision**

Contractor shall institute and maintain appropriate supervision of all persons providing services under the Agreement, including without limitation, supervision of all staff providing training services.

**6.1.6 Rosters**

Contractor shall provide LAC-DMH, at the beginning of each fiscal year and/or 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.

**6.1.7 Changes in Staffing**

Contractor shall advise LAC-DMH Program Manager in writing of any change(s) in Contractor's key personnel at least twenty-four (24) hours before proposed change(s), including name and qualifications of new personnel. Contractor shall ensure that no interruption of services occurs as a result of the change in personnel.

**8.0 ADMINISTRATIVE TASKS**

**8.1 Expanded Hours of Operation**

The Contractor shall provide Peer Support and Family/Caregiver Support Groups outside of normal business hours, including one (1) weekday between the hours of 6:00 P.M. and 8:00 P.M. In addition, Contractor's Project Manager or County approved alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Consultant Services Agreement, and shall be available during the County's regular business hours of Monday through Friday, from 9:00 A.M. until 5:00 P.M., to respond to County inquiries and to discuss problem areas.

**9.0 SERVICE DELIVERY SITE(S)**

The LGBTQI2-S TAY Prevention services shall be delivered at sites in the Contractor's selected paired SAs of Los Angeles County that have existent programs and services to the LGBTQI2-S community. Contractor shall request approval of services delivery sites from LAC-DMH, in writing, a minimum of thirty (30) days prior to the commencement of services. Contractor shall request approval from LAC-DMH, in writing, a minimum of thirty (30) days before terminating services at any of the location(s) listed on its Consultant Services Agreement and/or before commencing services at any other location(s) not previously approved in writing by the LAC-DMH Program Manager.

**10.0 QUALITY MANAGEMENT AND DATA COLLECTION**

**10.1 Quality Management**

The Contractor shall establish and implement a comprehensive written Quality



Management Program and Plan including Quality Assurance and Quality Improvement processes to ensure the organization monitors, documents and reports on required LGBTQI2-S TAY Prevention Services provided and that identified measurable performance outcomes are attained. Quality Management activities are focused on assuring that the quality of services meets the contract requirements for the timeliness, accuracy, completeness, consistency and conformity to requirements as set forth in the SOW and Agreement. The Plan shall be submitted to LAC-DMH Program Manager for review and must be approved by the LAC-DMH Program Manager, which approval is in the LAC-DMH Project Manager's sole discretion.. The Plan shall be submitted by **Due Date - July 31, 2017** and effective on the contract start date. The Plan shall be updated and re-submitted as changes are needed and/or as changes occur.

- 10.1.1** The Contractor's Plan shall specifically describe the methods by which performance outcomes will be measured and attained.
- 10.1.2** The Contractor's Plan shall describe the quality monitoring methods and activities to be implemented to assure the stated measurable performance outcomes and specified contract requirements are met, including qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents.
- 10.1.3** The Contractor's Plan shall describe the methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff a properly assured, supervised, and maintained during the life of the contract.
- 10.1.4** The Contractor's Plan shall describe methods for identifying, preventing and correcting barriers/deficiencies/problems related to the quality of services provided before the level of performance becomes unacceptable. The description of the methods shall include quality improvement strategies and interventions.
- 10.1.5** The Contractor's Plan shall be in keeping with the Department's Quality Management Plan, to the extent possible and as appropriate, with a focus on monitoring and improving the services provided and ensuring

performance outcomes are achieved.

**10.2 Data Collection**

The Contractor shall have the ability to collect, manage, and submit data and reports as directed by the LAC-DMH Program Manager to demonstrate, profile, track, and document the effectiveness of LGBTQI2-S TAY trainings and support groups delivered by Contractor, performance outcomes, and quality improvement interventions including pertinent demographics of persons receiving services. Contractor shall demonstrate adherence to all current and future MHSA PEI regulations.

**10.2.1** Contractor's Plan shall include a description of appropriate specific measures and data analysis methods that are currently in place and those to be developed to ensure the collection and reporting of required Community Needs Assessment data.

**10.2.2** Contractor's Plan shall include a description of how data accuracy problems will be managed and resolved including a description of current data collection, data entry, data analysis, data reporting, and/or other data accuracy problems and actions already taken.

**11.0 INFORMATION TECHNOLOGY, PRIVACY & ELECTRONIC SECURITY**

**11.1 Technology Requirements**

**11.1.1** An internet connection is required for monthly electronic submission of invoices and supporting documentations.

**11.1.2** Contractor is solely responsible to comply with all applicable State and Federal regulations affecting the maintenance and transmittal of electronic information.

**12.0 PERFORMANCE BASED CRITERIA**

**12.1** The Consultant Services Agreement will include Performance-Based Criteria that will measure the Contractor's performance related to program and operational measures.

**12.1.1** Contractor shall provide processes for systematically involving clients and their families, key stakeholders, and direct service 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.

- 12.1.2** Contractor shall cooperate with LAC-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.
- 12.1.3** The Performance-Based Criteria have been organized into a chart that identifies methods of data collection and performance targets for each criteria.

## EXHIBIT A

FY 2017-18 -FY 1 Deliverables					
DELIVERABLES		SECTION	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS	TARGET DATES OF COMPLETION
1)	Proposed Budget Plan for all three (3) FYs	Section 3.5	<ul style="list-style-type: none"> <li>Budget Spreadsheet</li> <li>Implementation Timeline</li> </ul>	100% Completion of detailed budget and timeline.	<b>July 31, 2017</b>
2)	<u>Staffing Plan</u> - Peer/Family Support Specialist	Section 6.1.3	<ul style="list-style-type: none"> <li>Staff Resume</li> </ul>	100% Completion of staff assignment (Peer/Family Support Specialist)	<b>July 31, 2017</b>
	<u>Staffing Plan</u> - Program Staff	Section 6.1.7	<ul style="list-style-type: none"> <li>Staff Roster</li> </ul>	100% Compliance with required staffing plan for all three (3) FYs.	<b>July 31, 2017</b>
3)	Quality Management and Data Collection Plan	Section 10.0	<ul style="list-style-type: none"> <li>Quality Management Plan</li> <li>Data Collection Plan</li> </ul>	100% Completion	<b>July 31, 2017</b>
4)	Community Partnerships (MOUs)	Section 3.3	<ul style="list-style-type: none"> <li>A minimum of one (1) MOU in <u>each</u> of the paired SAs for a total of two (2) MOUs</li> </ul>	100% Completion	<b>September 30, 2017</b>
5)	Community Needs Assessment	Section 3.4	<ul style="list-style-type: none"> <li>Summary of findings includes a report with graphs and/or tables</li> </ul>	100% Completion	<b>September 30, 2017</b>
6)	LGBTQI2-S TAY Toolkit Development	Section 3.1	<ul style="list-style-type: none"> <li>LGBTQI2-S TAY Toolkit sections presented in a binder as outlined in Section 3.1</li> </ul>	100% Completion of the following Toolkit Components: <ul style="list-style-type: none"> <li>Section I: Safe and Welcoming Environments (Section 3.1.1)</li> <li>Section II: Clinical Considerations and Interventions (Section 3.1.2)</li> <li>Section III: LGBTQI2-S Outreach Engagement Supports and Strategies (Section 3.1.3)</li> <li>Section IV: Outcomes Monitoring (Section 3.1.4)</li> </ul>	<ul style="list-style-type: none"> <li>Section I of the LGBTQI2-S TAY Toolkit completion by <b>September 30, 2017</b>.</li> <li>Section II of the LGBTQI2-S TAY Toolkit completion by <b>December 31, 2017</b>.</li> <li>Section III and Section IV of the LGBTQI2-S TAY Toolkit completion by <b>March 31, 2018</b>.</li> </ul>
7)	<u>O &amp; E</u> - Referrals and Linkage to Service Providers	Section 3.2.1	<ul style="list-style-type: none"> <li>Monthly report of referrals and linkages to community partners utilizing LAC-DMH approved Referral Tracking Log (Attachment I)</li> </ul>	Minimum of twenty (20) LGBTQI2-S TAY referrals and linkages to service providers per month	Beginning <b>July 1, 2017</b> on a monthly schedule, the Referral Tracking Log (Attachment I) is due no later than the last day of the next reporting month.
	<u>O &amp; E</u> - Informational Materials	Section 3.2.2	<ul style="list-style-type: none"> <li>Copies of three (3) Informational Materials (brochures, posters, flyers)</li> </ul>	100% Completion of three (3) Informational Materials for by December 31, 2017	Due by <b>September 30, 2017</b>
	<u>O &amp; E</u> - Community Presentations	Section 3.2.3	<ul style="list-style-type: none"> <li>Attendance sign-in/out sheets</li> <li>Staff roster</li> <li>Copies of presentation outline</li> </ul>	100% Completion of community presentations in each of the paired SAs. A minimum of six (6) times in each SA, at least once every two (2) months, for a total minimum of twelve (12).	Beginning <b>July 1, 2017</b> on a monthly schedule, the Potential Responding Service Provider (Attachment II) is due no later than the last day of the next reporting month.
8)	<u>Outcomes</u> - Referrals and Linkage to Service Providers	Section 3.6.1	<ul style="list-style-type: none"> <li>Referral Tracking Log (Attachment I)</li> </ul>	100% Completion after referring and linking TAY to services	Beginning <b>July 1, 2017</b> , on a monthly schedule, the Referral Tracking Log (Attachment I) is due no later than the last day of the next reporting month.
	<u>Outcomes</u> - Potential Responding Service Provider Log	Section 3.6.2	<ul style="list-style-type: none"> <li>Potential Responding Service Provider Log (Attachment II)</li> </ul>	100% Completion after conducting community presentations	Beginning <b>July 1, 2017</b> , on a monthly schedule, the Potential Responding Service Provider (Attachment II) is due no later than the last day of the next reporting month.

**EXHIBIT A**

FY 2018-19 - FY 2 Deliverables				
DELIVERABLES	SECTION	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS	TARGET DATES OF COMPLETION
1) LGBTQI2-S TAY Toolkit Training Services	Section 4.1	<ul style="list-style-type: none"> <li>Attendance sign-in/out sheets</li> <li>PowerPoint slides</li> </ul>	<p>Completion of a minimum of two (2), six (6) hour trainings each quarter for each SA:</p> <ul style="list-style-type: none"> <li>Total of at least eight (8) trainings for FY 2</li> <li>Minimum of 25 unduplicated participants per training (total of at least 200 participants by the end of June 30, 2018)</li> </ul>	Beginning <b>July 1, 2018</b> , on a quarterly schedule, the Baseline Survey (Attachment III) and Post Evaluation (Attachment IV) is due no later than the last day of the next reporting month.
2) Peer Support Groups	Section 4.2.1	<ul style="list-style-type: none"> <li>Copy of group curriculum</li> <li>Copy of group schedule</li> <li>Attendance sign-in/out sheets</li> <li>Staff roster</li> </ul>	100% Completion of curriculum and schedule.	Curriculum to be approved by DMH Program Staff <b>30 days</b> prior to commencement of group.
			<p>Each six (6) week Peer Support group series will be offered in each of the SAs one (1) time per quarter in FY 2:</p> <ul style="list-style-type: none"> <li>Minimum of eight (8) Peer Support Groups for FY 2</li> <li>Minimum of five (5) participants in each group</li> </ul>	Peer Support Group begins <b>July 1, 2018</b> . Baseline Survey (Attachment V) and Post Evaluation (Attachment VI) is due when the series concludes no later than the last day of the next reporting month.
Family and Caregiver Support Groups	Section 4.2.2	<ul style="list-style-type: none"> <li>Copy of group curriculum</li> <li>Copy of group schedule</li> <li>Attendance sign-in/out sheets</li> <li>Staff roster</li> </ul>	100% Completion of curriculum and schedule.	Curriculum to be approved by DMH Program Staff <b>30 days</b> prior to commencement of group.
			<p>Each six (6) week Family and Caregiver Support group series will be offered in each of the SAs one (1) time per quarter in FY 2:</p> <ul style="list-style-type: none"> <li>Minimum of eight (8) Family and Caregiver Support Groups for FY 2</li> <li>Minimum of five (5) participants in each group</li> </ul>	Family and Caregiver Support Groups begin <b>July 1, 2018</b> . Baseline Survey (Attachment V) and Post Evaluation (Attachment VI) is due when the series concludes no later than the last day of the next reporting month.
3) <u>O &amp; E</u> - Referrals and Linkage to Service Providers	Section 4.3.1	<ul style="list-style-type: none"> <li>Monthly report of referrals and linkages to community partners utilizing LAC-DMH approved Referral Tracking Log (Attachment I)</li> </ul>	Minimum of twenty (20) LGBTQI2-S TAY referrals and linkages to service providers per month	Beginning <b>July 1, 2018</b> , on a monthly schedule, the Referral Tracking Log (Attachment I) is due no later than the last day of the next reporting month.
	Section 4.3.2	<ul style="list-style-type: none"> <li>Copies of three (3) Informational Materials (brochures, posters, flyers)</li> </ul>	100% Completion of three (3) Informational Materials for FY 2	Due by <b>September 30, 2018</b> .
	Section 4.3.3	<ul style="list-style-type: none"> <li>Attendance sign-in/out sheets</li> <li>Staff roster</li> <li>Copies of presentation outline and evaluation forms</li> </ul>	100% Completion of community presentations for each of the paired SAs. A minimum of six (6) presentations in each SA, at least once every two (2) months, for a total of twelve (12) community presentations by <b>June 30, 2019</b> .	Beginning <b>July 1, 2018</b> , on a monthly schedule, the Potential Responding Service Provider (Attachment II) is due no later than the last day of the next reporting month.
4) <u>Outcomes</u> - Referrals and Linkage to Service Providers	Section 4.4.1	<ul style="list-style-type: none"> <li>Referral Tracking Log (Attachment I)</li> </ul>	100% Completion after referring and linking TAY to services	Beginning <b>July 1, 2018</b> , on a monthly schedule, the Referral Tracking Log (Attachment I) is due no later than the last day of the next reporting month.
	Section 4.4.2	<ul style="list-style-type: none"> <li>Potential Responding Service Provider Log (Attachment II)</li> </ul>	100% Completion after conducting community presentations and trainings	Beginning <b>July 1, 2018</b> , on a monthly schedule, the Potential Responding Service Provider (Attachment II) is due no later than the last day of the next reporting month.
	Section 4.4.3	<ul style="list-style-type: none"> <li>Baseline Surveys (Attachment III)</li> <li>Post Evaluations (Attachment IV)</li> </ul>	100% Completion after each training	Beginning <b>July 1, 2018</b> , on a quarterly schedule, the Baseline Survey (Attachment III) and Post Evaluation (Attachment IV) is due no later than the last day of the next reporting month.
	Section 4.4.4	<ul style="list-style-type: none"> <li>Baseline Surveys (Attachment V)</li> <li>Post Evaluations (Attachment VI)</li> </ul>	100% Completion after each group session	Beginning <b>July 1, 2018</b> , Baseline Survey (Attachment V) and Post Evaluation (Attachment VI) is due when the series concludes no later than the last day of the next reporting month.

## EXHIBIT A

### FY 2019-20 - FY 3 Deliverables

DELIVERABLES	SECTION	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS	TARGET DATES OF COMPLETION
1) LGBTQI2-S TAY Toolkit Training Services	Section 5.1	<ul style="list-style-type: none"> <li>Attendance sign-in/out sheets</li> <li>PowerPoint slides</li> </ul>	Completion of a minimum of two (2), six (6) hour trainings each quarter for each SA: <ul style="list-style-type: none"> <li>Total of at least eight (8) trainings for FY 3</li> <li>Minimum of 25 participants per training (total of at least 200 participants by <b>June 30, 2020</b>).</li> </ul>	Beginning <b>July 1, 2019</b> , on a quarterly schedule, the Baseline Survey (Attachment III) and Post Evaluation (Attachment IV) is due no later than the last day of the next reporting month.
2) Peer Support Groups	Section 5.2.1	<ul style="list-style-type: none"> <li>Copy of group curriculum</li> <li>Copy of group schedule</li> <li>Attendance sign-in/out sheets</li> <li>Staff roster</li> </ul>	100% Completion of curriculum and schedule.	Curriculum to be approved by DMH Program Staff <b>30 days</b> prior to commencement of group.
			Each six (6) week Peer Support group series will be offered in each of the SAs one (1) time per quarter in FY 3: <ul style="list-style-type: none"> <li>Minimum of eight (8) Peer Support Groups for FY 3</li> <li>Minimum of five (5) participants in each group</li> </ul>	Peer Support Group begins <b>July 1, 2019</b> . Baseline Survey (Attachment V) and Post Evaluation (Attachment VI) is due when the series concludes no later than the last day of the next reporting month.
Family and Caregiver Support Groups	Section 5.2.2	<ul style="list-style-type: none"> <li>Copy of group curriculum</li> <li>Copy of group schedule</li> <li>Attendance sign-in/out sheets</li> <li>Staff roster</li> </ul>	100% Completion of curriculum and schedule.	Curriculum to be approved by DMH Program Staff <b>30 days</b> prior to commencement of group.
			Each six (6) week Family and Caregiver Support group series will be offered in each of the SAs one (1) time per quarter in FY 3: <ul style="list-style-type: none"> <li>Minimum of eight (8) Family and Caregiver Support groups for FY 3</li> <li>Minimum of five (5) participants in each group</li> </ul>	Family and Caregiver Support Groups begin <b>July 1, 2019</b> . Baseline Survey (Attachment V) and Post Evaluation (Attachment VI) is due when the series concludes no later than the last day of the next reporting month.
3) <u>O &amp; E</u> - Referrals and Linkage to Service Providers	Section 5.3.1	<ul style="list-style-type: none"> <li>Monthly report of referrals and linkages to community partners utilizing LAC-DMH approved Referral Tracking Log (Attachment I)</li> </ul>	Minimum of twenty (20) LGBTQI2-S TAY referrals and linkages to service providers per month	Beginning <b>July 1, 2019</b> , on a monthly schedule, the Referral Tracking Log (Attachment I) is due no later than the last day of the next reporting month.
	Section 5.3.2	<ul style="list-style-type: none"> <li>Copies of three (3) Informational Materials (brochures, posters, flyers)</li> </ul>	100% Completion of three (3) Informational Materials for FY 3	Due by <b>September 30, 2019</b>
	Section 5.3.3	<ul style="list-style-type: none"> <li>Attendance sign-in/out sheets</li> <li>Staff roster</li> <li>Copies of presentation outline and evaluation form</li> </ul>	100% Completion of community presentations for each of the paired SAs. A minimum of six (6) times in each SA, at least once every two (2) months, for a total of twelve (12) community presentations by <b>June 30, 2020</b> .	Beginning <b>July 1, 2019</b> , on a monthly schedule, the Potential Responding Service Provider (Attachment II) is due no later than the last day of the next reporting month.
4) <u>Outcomes</u> - Referrals and Linkage to Service Providers	Section 5.4.1	<ul style="list-style-type: none"> <li>Referral Tracking Log (Attachment I)</li> </ul>	100% Completion after referring and linking TAY to services.	Beginning <b>July 1, 2019</b> on a monthly schedule, the Referral Tracking Log (Attachment I) is due no later than the last day of the next reporting month.
	Section 5.4.2	<ul style="list-style-type: none"> <li>Potential Responding Service Provider Log (Attachment II)</li> </ul>	100% Completion after conducting community presentations and trainings.	Beginning <b>July 1, 2019</b> , on a monthly schedule, the Potential Responding Service Provider (Attachment II) is due no later than the last day of the next reporting month.
	Section 5.4.3	<ul style="list-style-type: none"> <li>Baseline Surveys (Attachment III)</li> <li>Post Evaluations (Attachment IV)</li> </ul>	100% Completion after each training.	Beginning <b>July 1, 2019</b> on a quarterly schedule, the Baseline Survey (Attachment III) and Post Evaluation (Attachment IV) is due no later than the last day of the next reporting month.
	Section 5.4.4	<ul style="list-style-type: none"> <li>Baseline Surveys (Attachment V)</li> <li>Post Evaluations (Attachment VI)</li> </ul>	100% Completion after each group session.	Beginning <b>July 1, 2019</b> Baseline Survey (Attachment V) and Post Evaluation (Attachment VI) is due when the series concludes no later than the last day of the next reporting month.

**13.0 Required Documents**

Contractor shall demonstrate in writing how the services impact the performance targets. Contractor shall maintain, at a minimum, the following documents that indicate the performance targets and are required for payment:

1. Required reporting to LAC-DMH on performance targets related to the required services to be provided
2. Implementation timeline
3. Attendance sign-in/out sheets
4. Training curriculum and schedules
5. Support group curricula and schedules
6. Referral Tracking Log (Attachment I)
7. Potential Responding Service Provider Log (Attachment II)
8. Baseline Surveys and Post Evaluations for Trainings (Attachment III-IV)
9. Baseline Surveys and Post Evaluations for Support Groups (Attachment V-VI)

**14.0 Timeline**

- A. Services shall commence immediately upon the effective date of this Agreement.
- B. Contractor services shall commence according to the timeline agreed upon by DMH Program staff and Contractor; and conclude within the last deliverable or the conclusion of this Agreement, whichever occurs first.

**15.0 Payment Schedule**

- A. For all services rendered, Contractor shall submit monthly invoices and corresponding reports adequately documenting the services provided by the organization as specified in this Statement of Work (SOW) Exhibit A and Fee Schedule (Exhibit B) by the target date and/or within thirty (30) calendar days after the deliverable is completed.

/

/

/

**Contractor shall submit invoices to:  
County of Los Angeles - Department of Mental Health  
Attn: Mary Romero, LCSW - Transition Age Youth Administration  
550 S. Vermont Ave, 4th Floor  
Los Angeles, CA 90020**

- B. Contractor shall retain all relevant supporting documents and make them available to LAC-DMH at any time for audit purposes. Payment shall be based on the actual costs incurred for the completed deliverables up to the maximum indicated in the itemized Fee Schedule in Exhibit B.
  
- C. Each payment shall be made as indicated in Exhibit B only upon approval by the designated LAC-DMH program representative following review and determination by LAC-DMH that Contractor has satisfactorily performed all tasks in each respective deliverable as stated in this SOW.





**EXHIBIT A - ATTACHMENT II**

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH  
 TRANSITION AGE YOUTH (TAY) DIVISION  
 LGBTQI2-S TAY**

**Potential Responding Service Provider Log**

Month: \_\_\_\_\_ Year: \_\_\_\_\_ Contractor: \_\_\_\_\_

ORGANIZATION	PROGRAM NAME & ADDRESS	SERVICE AREA	CONTACT PERSON, TITLE & PHONE #	SERVICE DELIVERY SETTING	TYPE OF RESPONDERS (i.e. clinicians, nurses, clergy, etc...)	TYPE OF ENGAGEMENT (i.e. presentation, training, etc...)	NUMBER OF STAFF IN ATTENDANCE

**LGBTQI2-S TOOLKIT TRAINING  
BASELINE SURVEY**

Please answer the following questions regarding your knowledge of the Lesbian, Gay, Bisexual, Transgender, Questioning, and Two-Spirit (LGBTQI2-S) Transition Age Youth (TAY) population, ages 16 to 25 years. Your answers will remain confidential and will only be used for quality improvement purposes.

1. In your agency, what percentage of the LGBTQI2-S TAY consumers ages 16-25 do you serve?  
\_\_\_\_\_ %

2. In your agency, what percentage of family members of LGBTQI2-S TAY consumers do you serve and/or involve in treatment? \_\_\_\_\_ %

3. How aware are you of the issues affecting the LGBTQI2-S community?

5	4	3	2	1
Extremely Aware	Moderately Aware	Somewhat Aware	Slightly Aware	Not at all Aware

4. How aware are you of mental health issues associated with LGBTQI2-S youth?

5	4	3	2	1
Extremely Aware	Moderately Aware	Somewhat Aware	Slightly Aware	Not at all Aware

5. How affirming of an environment does your agency provide for LGBTQI2-S youth?

5	4	3	2	1
Extremely Affirming	Moderately Affirming	Somewhat Affirming	Slightly Affirming	Not at all Affirming

6. What is your professional role in the current work setting?

- a. Clinical
- b. Case Management
- c. Support Staff (i.e. Reception Desk)
- d. Administrative

7. In what Service Area is your work location?

- |                               |                        |
|-------------------------------|------------------------|
| a. SA 1 – Antelope Valley     | e. SA 5 – West LA      |
| b. SA 2 – San Fernando Valley | f. SA 6 – South LA     |
| c. SA 3 – San Gabriel Valley  | g. SA 7 – East LA      |
| d. SA 4 – Metro               | h. SA 8 – South Bay LA |

Please provide your name and email address to send the post-training survey. **PLEASE PRINT CLEARLY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
E-mail Address

**THANK YOU FOR PARTICIPATING IN THIS SURVEY**

LGBTQI2-S TOOLKIT TRAINING  
Post-Evaluation

Please answer the following questions regarding your knowledge of the Lesbian, Gay, Bisexual, Transgender, Questioning, and Two-Spirit (LGBTQI2-S) Transition Age Youth (TAY) population, ages 16 to 25 years. Your answers will remain confidential and will only be used for quality improvement purposes.

1. In your agency, what percentage of the LGBTQI2-S TAY consumers ages 16-25 do you serve?  
\_\_\_\_\_ %

2. In your agency, what percentage of family members of LGBTQI2-S TAY consumers do you serve and/or involve in treatment? \_\_\_\_\_ %

3. How aware are you of the issues affecting the LGBTQI2-S community?

5                                      4                                      3                                      2                                      1  
Extremely Aware      Moderately Aware      Somewhat Aware      Slightly Aware      Not at all Aware

4. How aware are you of mental health issues associated with LGBTQI2-S youth?

5                                      4                                      3                                      2                                      1  
Extremely Aware      Moderately Aware      Somewhat Aware      Slightly Aware      Not at all Aware

5. How affirming of an environment does your agency provide for LGBTQI2-S youth?

5                                      4                                      3                                      2                                      1  
Extremely Affirming      Moderately Affirming      Somewhat Affirming      Slightly Affirming      Not at all Affirming

6. In what Service Area is your work location?

- a. SA 1 – Antelope Valley
- b. SA 2 – San Fernando Valley
- c. SA 3 – San Gabriel Valley
- d. SA 4 – Metro
- e. SA 5 – West LA
- f. SA 6 – South LA
- g. SA 7 – East LA
- h. SA 8 – South Bay LA

7. What is your professional role in the current work setting?

- e. Clinical
- f. Case Management
- g. Support Staff (i.e. Reception Desk)
- h. Administrative

Please provide your name and email address to send the post-training survey. **PLEASE PRINT CLEARLY**

\_\_\_\_\_  
Name

\_\_\_\_\_  
E-mail Address

**THANK YOU FOR PARTICIPATING IN THIS SURVEY**





COUNTY OF LOS ANGELES – DEPARTMENT OF MENTAL HEALTH  
MENTAL HEALTH SERVICES ACT (MHSA)

LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUESTIONING,  
INTERSEX AND 2-SPIRIT (LGBTQI2-S) TRANSITION AGE YOUTH (TAY)  
PREVENTION SERVICES

FEE SCHEDULE

I. TOTAL CONTRACT AMOUNT

Contractor Name: \_\_\_\_\_

For Service Area: \_\_\_\_\_

Site Address: \_\_\_\_\_

Los Angeles County Department of Mental Health (LAC-DMH) shall pay to Contractor the grand total of \$886,500 for services rendered during the three Fiscal Year (FY) periods. The sums paid shall not exceed the amounts listed below.

- FY 1 – July 1, 2017—June 30, 2018 = \$295,500
- FY 2 – July 1, 2018—June 30, 2019 = \$295,500
- FY 3 – July 1, 2019—June 30, 2020 = \$295,500

Funding Source: MHSA Prevention & Early Intervention (PEI) Funds

II. DISBURSEMENT SCHEDULE

The above funds are to be utilized for the provision of LGBTQI2-S TAY Prevention Services Program as described in , Exhibit A (Statement of Work). LAC-DMH shall pay to Contractor total amount not to exceed \$295,500 for FY 1; \$295,500 for FY 2; and \$295,500 for FY 3.

Payment to Contractor shall be based on activities and costs attributable to the completion of deliverables outlined in Exhibit A (Statement of Work) and as described in original DMH-approved invoices, submitted monthly in arrears by Contractor. Monthly invoices shall include separate details for Program Staff Costs, Other Direct Costs, and Indirect Administrative Costs. Invoice shall include staff name, title, credentials, supplies, materials, justification for purchase, receipts, sign-in sheets, training/meeting agendas, curriculum, and outcomes, as described in the SOW. No payment shall be made for LGBTQI2-S TAY Prevention Services delivered beyond

those services identified in Exhibit A (Statement of Work) that are substantiated with supporting documentation. Reimbursement for LGBTQI2-S TAY Prevention Services shall be based on the following Fee Schedule. “Indirect Administrative Costs” shall not exceed 15% of total allocation for specified periods as indicated in Fee Schedule.

The LAC-DMH Program Staff will review the invoices and supporting documentation to ensure that the LGBTQI2-S TAY Prevention Services rendered are in substantial compliance with the requirements described in Exhibit A (Statement of Work) and supported by the required documentation. Additional supporting documentation may be required at the discretion of The LAC-DMH Program Staff.

**III. FEE SCHEDULE**

<b>DELIVERABLE</b>	<b>FY 1 (FY 2017-18)</b>	<b>FY 2 (FY 2018-19)</b>	<b>FY 3 (FY 2019-20)</b>
<ul style="list-style-type: none"> <li>• Proposed Budget Plan for all three FYs (Due Date - July 31, 2017)</li> <li>• Staffing Plan (Due Date - July 31, 2017)</li> <li>• Quality Management and Data Collection Plan (Due Date - July 31, 2017)</li> <li>• Community Partnerships (MOUs) (Due Date - September 30, 2017)</li> <li>• Community Needs Assessment (Due Date - September 30, 2017)</li> </ul>	\$118,200		
LGBTQI2-S TAY Toolkit Development <ul style="list-style-type: none"> <li>• Section I (Due Date - September 30, 2017)</li> <li>• Section II (Due Date - December 31, 2017)</li> <li>• Section III &amp; IV (Due Date - March 31, 2018)</li> </ul>	\$88,650		
Outreach and Engagement Services <ul style="list-style-type: none"> <li>• Referrals and Linkages (Monthly)</li> <li>• Informational Materials (Due Date - September 30, 2017)</li> <li>• Community Presentations (Monthly)</li> </ul>	\$59,100	\$73,875	\$73,875
Outcomes <ul style="list-style-type: none"> <li>• Referral Tracking Log – Attachment I (Monthly)</li> <li>• Potential Responding Service Provider Log – Attachment II (Monthly)</li> <li>• Training Surveys – Attachments III &amp; IV (Monthly beginning FY 2)</li> <li>• Support Group Evaluations – Attachments V &amp; VI (Monthly beginning FY 2)</li> </ul>	\$29,550	\$44,325	\$44,325
LGBTQI2-S TAY Toolkit Training Services (Quarterly)		\$59,100	\$59,100
Support Groups (Quarterly) <ul style="list-style-type: none"> <li>• Peer Support Groups</li> <li>• Family and Caregiver Support Groups</li> </ul>		\$118,200	\$118,200
<b>TOTAL ALLOCATIONS:</b>	<b>\$295,500</b>	<b>\$295,500</b>	<b>\$295,500</b>



**IV. SUBMISSION AND CERTIFICATION OF INVOICES**

Contractor shall submit to LAC-DMH monthly invoices along with supporting documents such as sign-in sheets, training/meeting agendas, curriculum, etc. Each invoice submitted for payment shall include the following information in the header of the invoice:

- Agency Name
- Address
- Phone Number
- E-mail Address
- Contract Number
- Date and point of contact's name, number and e-mail address to contact for questions.

All monthly invoices shall be submitted within thirty (30) days of the last date the invoiced services were provided. The Contractor shall certify that invoices are for costs associated with the completion of deliverables as outlined in Exhibit A (Statement of Work). Contractor shall maintain records of programmatic and fiscal services and provide them as requested by LAC-DMH representatives for auditing purposes.

**Consultant shall submit invoices to:**

**County of Los Angeles - Department of Mental Health**

**Attn: Mary Romero, LCSW - Transition Age Youth Administration**

**550 S. Vermont Ave, 4th Flr**

**Los Angeles, CA 90020**

**V. PAYMENT PROCEDURES**

Upon receipt of invoices from Contractor', LAC-DMH shall make payment to Contractor within thirty (30) 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 on the invoice and work diligently with Contractor to resolve the disputed portion of the claim in a timely manner.

LAC-DMH shall make reimbursement payable to Contractor. LAC-DMH shall send payment to:

CONSULTANT NAME - TBD

CONSULTANT ADDRESS TBD

**VI. MENTAL HEALTH SERVICES ACT (MHSA) FUNDS**

In the event MHSA funds are not available to pay for MHSA funded services submitted by the Contractor, the County is not responsible for any substantive payment obligation.

County shall evaluate Contractor's utilization of MHSA funding allocated under the Consultant Services Agreement and shall adjust and reallocate amounts to any one or a combination of the following: 1) another Consultant Agreement; 2) LAC-DMH directly operated clinics; and/or 3) the County/LAC-DMH reserves of unallocated funding for MHSA services. Amounts to be reduced and reallocated must be based on County's project underutilizations of such MHSA funds.

**County of Los Angeles – Department of Mental Health  
LGBTQI2-S TAY Prevention Services Cost Invoice**

Date Submitted: \_\_\_\_\_

Legal Entity / Provider Name: \_\_\_\_\_

**Send Original Invoice To:**

County of Los Angeles - Department of Mental Health  
Attn: Mary Romero, LCSW - Transition Age Youth Administration  
550 S. Vermont Ave, 4th Flr  
Los Angeles, CA 90020  
Email: Mromero@dmh.lacounty.gov  
Telephone: (213) 738-4644

DMH Contract No. \_\_\_\_\_

Program: **LGBTQI2-S TAY Prevention Services**

Funding Source: **MHSA**

Month/Year of Service: \_\_\_\_\_

<input checked="" type="checkbox"/>	DELIVERABLE	DESCRIPTION	AMOUNT
	Proposed Budget Plan for all three FYs	Program Staff Costs:	
	Staffing Plan		
	Quality Management & Data Collection Plan	Other Direct Costs (including materials and supplies):	
	Community Partnerships (MOUs)		
	Community Needs Assessment	Indirect Administrative Costs (not to exceed 15%):	
<input checked="" type="checkbox"/>	DELIVERABLE	DESCRIPTION	AMOUNT
	<b>LGBTQI2-S TAY TOOLKIT DEVELOPMENT</b>		
	Section I: Safe and Welcoming Environments	Program Staff Costs:	
	Section II: Clinical Considerations		
	Section III: LGBTQI2-S Outreach Engagement Supports and Strategies	Other Direct Costs (including materials and supplies):	
	Section IV: Outcomes Monitoring		
		Indirect Administrative Costs (not to exceed 15%):	
<input checked="" type="checkbox"/>	DELIVERABLE	DESCRIPTION	AMOUNT
	<b>OUTREACH AND ENGAGEMENT SERVICES</b>		
	Referrals and Linkages	Program Staff Costs:	
	Informational Materials		
	Community Presentations	Other Direct Costs (including materials and supplies):	
		Indirect Administrative Costs (not to exceed 15%):	
<input checked="" type="checkbox"/>	DELIVERABLE	DESCRIPTION	AMOUNT
	<b>OUTCOMES</b>		
	Referral Tracking Log	Program Staff Costs:	
	Potential Responding Service Provider Log		
	Training Surveys	Other Direct Costs (including materials and supplies):	
	Support Group Evaluations		
		Indirect Administrative Costs (not to exceed 15%):	

<input checked="" type="checkbox"/>	DELIVERABLE	DESCRIPTION	AMOUNT
<b>LGBTQI2-S TAY TOOLKIT TRAINING SERVICES</b>			
	Training Provided in SA:	Program Staff Costs:	
	Number of Unduplicated Participants:	Other Direct Costs (including materials and supplies):	
		Indirect Administrative Costs (not to exceed 15%):	
<input checked="" type="checkbox"/>	DELIVERABLE	DESCRIPTION	AMOUNT
<b>SUPPORT GROUPS</b>			
	Peer Support Groups	Program Staff Costs:	
	Family and Caregiver Support Groups	Other Direct Costs (including materials and supplies):	
		Indirect Administrative Costs (not to exceed 15%):	
<p><i>I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under MHSA TAY LGBTQI2-S TAY Prevention Services Cost Invoice and is true and correct to the best of my knowledge. I warrant and certify that I am authorized to sign this invoice on behalf of the Contractor listed below. <b>Attached are supporting documentation.</b> All supporting documentation will be maintained in a separate file for the period specified under the provisions of the Consultant agreement</i></p>		<b>TOTAL</b>	\$ -

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Approved by (signature) \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_

Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, 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**

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**

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: \_\_\_\_\_

**ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS**

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (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 \_\_\_\_\_  
Please print name

Signature of authorized official \_\_\_\_\_ Date \_\_\_\_\_



# SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

[www.babysafela.org](http://www.babysafela.org)

# *Safely* Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.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?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely 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?

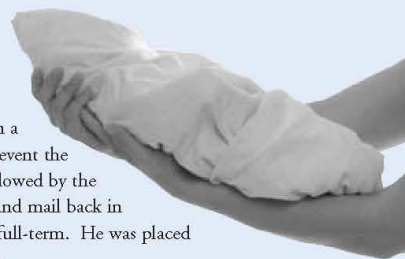
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## 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 Ángeles*

**Sin pena. Sin culpa. Sin nombres.**

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

[www.babysafela.org](http://www.babysafela.org)



En el Condado de Los Ángeles: 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 por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*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 Ángeles. 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 Ángeles 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.



**CHARITABLE CONTRIBUTIONS CERTIFICATION**


---

 Company Name

---

 Address

---

 Internal Revenue Service Employer Identification Number

---

 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 Contractor 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.

---

 Signature

---

 Date

---

 Name and Title of Signer (please print)

**CONTRACTOR'S EQUAL EMPLOYMENT OPPORTUNITY  
(EEO) CERTIFICATION**

---

Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

**GENERAL**

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

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

---

Signature

---

Date

---

Name and Title of Signer (please print)

**COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM  
CERTIFICATION FORM AND APPLICATION FOR EXCEPTION**

The Consultant Services Agreement is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All Contractors must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		

***If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.***

**Part I: Jury Service Program is Not Applicable to My Business**

- My business does not meet the definition of “contractor,” as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.
- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

“**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.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

**OR**

**Part II: Certification of Compliance**

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

*I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct*

Print Name:	Title:
Signature:	Date:



**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY PROJECT DEPUTY DIRECTOR:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**COUNTY PROJECT MANAGER:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Facsimile: \_\_\_\_\_  
E-Mail Address: \_\_\_\_\_

**COUNTY 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: \_\_\_\_\_

**Notices to Contractor shall be sent to the following:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Facsimile: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

**ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING  
CERTIFICATION**

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Contract for <u>Consultant Services Agreement - MHSA LGBTQI2-S TAY Prevention Services</u>		

**CONTRACTOR CERTIFICATION**

Los Angeles County has taken significant steps to protect victims of human trafficking by establishing a zero tolerance policy on human trafficking that prohibits contractors found to have engaged in human trafficking from receiving contract awards or performing services under a County contract.

Contractor acknowledges and certifies compliance with Section 8.54 (Compliance with County's Zero Tolerance Policy on Human Trafficking) of the proposed Contract and agrees that Contractor or a member of his staff performing work under the proposed Contract will be in compliance. Contractor further acknowledges that noncompliance with the County's Zero Tolerance Policy on Human Trafficking may result in rejection of any proposal, or cancellation 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:

**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.

## EXHIBIT N

- 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.

## EXHIBIT N

- 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 Covered Entity's applicable 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 or Business Associate 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 Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 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 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 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 Individual(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 service 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 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, 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 6.6 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 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 for which destruction or return is infeasible or 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 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 That 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.

**County of Los Angeles - Department of Mental Health  
Request for Services Bid No. DMH072516B1  
LGBTQI2-S Transition Age Youth Prevention Services  
Recommended Awardees**

**SA 1 (Antelope Valley) & SA 2 (San Fernando Valley)**

Agency Name	Headquarter Address	Supervisorial District
Tarzana Treatment Centers, Inc.	18646 Oxnard Street Tarzana, CA 91356	3

**SA 3 (San Gabriel Valley) & SA 7 (East Los Angeles)**

Agency Name	Headquarter Address	Supervisorial District
Penny Lane Centers	15305 Rayen Street North Hills, CA 91343	4

**SA 4 (Metro) & SA 6 (South Los Angeles)**

Agency Name	Headquarter Address	Supervisorial District
The Wall Las Memorias	5619 Monte Vista Street Los Angeles, CA 90042	1

**SA 5 (West Los Angeles) & SA 8 (South Bay/Harbor)**

Agency Name	Headquarter Address	Supervisorial District
Tarzana Treatment Centers, Inc.	18646 Oxnard Street Tarzana, CA 91356	3



**LOS ANGELES COUNTY  
DEPARTMENT OF MENTAL HEALTH**

JONATHAN E. SHERIN, M.D., Ph.D., Director  
ROBIN KAY, Ph.D., Chief Deputy Director  
RODERICK SHANER, M.D., Medical Director



April 6, 2017

TO: Supervisor Mark Ridley-Thomas, Chairman  
Supervisor Hilda L. Solis  
Supervisor Sheila Kuehl  
Supervisor Janice Hahn  
Supervisor Kathryn Barger

FROM: Jonathan E. Sherin, M.D., Ph.D.  
Director

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO ENTER INTO SOLE  
SOURCE CONTRACT NEGOTIATIONS WITH TARZANA  
TREATMENT CENTERS**

This memorandum is to comply with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts, by notifying the Board of our need to initiate a sole source contract. It is the Los Angeles County Department of Mental Health's (DMH) intent to enter into a sole source contract agreement with Tarzana Treatment Centers, located at 18646 Oxnard Street Tarzana, CA 91356, for the Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex, 2-Spirit (LGBTQI2-S) Transition Age Youth (TAY) Prevention Services in the paired Service Areas (SAs) 5 (West Los Angeles) and SA 8 (South Bay/Harbor).

On July 25, 2016, DMH issued the Request for Services (RFS) Bid No. DMH072516B1 to identify qualified contractors on its Mental Health Services Act Master Agreement list to agencies who expressed interest in providing Prevention and Early Intervention services for the TAY population, ages 16 to 25.

Under this RFS, proposers were allowed to submit multiple proposals in accordance to DMH's pre-determined paired SAs. As a result, DMH received a total of ten proposals from eight different agencies as follows: 1) three proposals in SAs 1 and 2; 2) three proposals in SAs 3 and 7; 3) three proposals in SAs 4 and 6; and 4) one proposal in SAs 5 and 8.

Although DMH received one proposal in SAs 5 and 8, the proposal did not satisfactorily meet the requirements of the LGBTQI2-S TAY Prevention Services RFS. As such, that

Each Supervisor  
April 6, 2017  
Page 2

proposer was not selected and DMH is providing the Advance Notification of Intent to Enter into a Sole Source Contract Negotiation with Tarzana Treatment Centers.

Tarzana Treatment Centers is the highest ranked proposer in SAs 1 and 2. Further, Tarzana Treatment Centers has a Service Delivery Site located in SA 8 and has expressed interest in providing LGBTQI2-S TAY Prevention Services in paired SAs 5 and 8.

Unless otherwise instructed by your Board office within two weeks, DMH will proceed with negotiating the sole source contract agreement. DMH will work closely with both County Counsel and the Chief Executive Office in preparing an agreement with Tarzana Treatment Centers in SAs 5 and 8.

If you have any questions or concerns, please contact me at (213) 738-4601, or your staff may contact Sara Lee Dato, Chief of Contracts Development and Administration Division, at (213) 738-4684.

JES:MM:SLD:RC:sc

- c: Executive Office, Board of Supervisors
- Chief Executive Office
- Mental Health Deputies
- County Counsel
- Margo Morales
- Terri Boykins, L.C.S.W.
- Sara Lee Dato
- Mary Romero, L.C.S.W.

**SOLE SOURCE CHECKLIST**  
**Tarzana Treatment Centers, Inc.**

Check (✓)	<p align="center"><b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b></p> <p align="center">Identify applicable justification and provide documentation for each checked item.</p>
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available.
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.
✓	<p>➤ <b>Other reason. Proposals have been solicited but no satisfactory proposals were received.</b> The Department issued a Request for Services (RFS) to identify qualified contractors to provide Lesbian, Gay, Bisexual, Transgender, Questioning, Intersex and 2-Spirit (LGBTQI2-S) Transition Age Youth (TAY) Prevention Services countywide, allowing for proposals to offer coverage in certain paired service areas. Ten proposals were received, and a combination of three contracts providing coverage for 6 of 8 total service areas will be awarded accordingly. However, the one proposal covering service areas 5 and 8 did not meet the minimum requirements.</p> <p>As a result, DMH intends to enter into a sole source contract negotiation with Tarzana Treatment Centers, as Tarzana Treatment Centers is the highest ranked proposer overall, and Tarzana Treatment Centers has a service delivery site located in service area 8 capable of providing these services in both service areas 5 and 8, ensuring sufficient countywide coverage overall when combined with the three other contracts awarded pursuant to the RFS.</p>

  
 \_\_\_\_\_  
 Authorized Representative, Chief Executive Office

5/4/17  
 \_\_\_\_\_  
 Date