



**DEPARTMENT OF MENTAL HEALTH**  
hope. recovery. wellbeing.

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Administrative Operations

April 14, 2020

APPROVED BY THE CEO

APR 14 2020

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

BY DELEGATED AUTHORITY

*Suzi A. Hanna*

Dear Supervisors:

**APPROVAL TO EXECUTE PATIENT/CLIENT TRANSPORTATION CONTRACTS  
FOR THE PROVISION OF EMERGENCY AND NON-EMERGENCY  
TRANSPORTATION SERVICES FOR THREE FISCAL YEARS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute Patient/Client Transportation Contracts for the provision of emergency and non-emergency transportation services for a term of three Fiscal Years beginning July 1, 2020, through June 30, 2023, with two one-year optional extension periods.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Director of the Department of Mental Health (Director), or his designee, to execute Patient/Client Transportation Services (PCTS) Contracts, substantially similar to Attachment I, with the seven Contractors listed on Attachment II, for the provision of emergency and non-emergency transportation services. The Contracts will be effective July 1, 2020, through June 30, 2023 with two one-year optional extension periods. The total annual aggregate cost for Fiscal Year (FY) 2020-21, and each subsequent fiscal year including any optional years, is estimated to be \$5,566,886, fully funded by 2011 Sales Tax Realignment, State Mental Health Services Act (MHSA) revenues, and an Intrafund Transfer (IFT) from Department of Children and Family Services (DCFS). These Contracts do not have a total contract sum as the PCTS Contractors are paid on a fee-for-service reimbursement basis, as indicated on Exhibit B (Fee Schedule).

2. Delegate authority to the Director, or his designee, to prepare and execute future PCTS Contracts, substantially similar to Attachment I, with new qualified providers, as necessary, provided that: 1) sufficient funds are available; and 2) any new Contracts are subject to the prior review and approval as to form by County Counsel, with written notification to your Board and Chief Executive Office (CEO).
3. Delegate authority to the Director, or his designee, to prepare and execute future amendments to the Contracts in Recommendations 1 and 2 to increase the contracted rates; add additional/related services to ensure continuity of care; add, delete, modify, or replace the existing Statement of Work; and/or, reflect federal, State, and County regulatory and/or policy changes provided that: 1) the annual aggregate cost will not exceed an increase of more than 10 percent; 2) funds are available; and 3) the amendments are subject to the prior review and approval as to form by County Counsel, with written notification to your Board and CEO.
4. Delegate authority to the Director, or his designee, to terminate the Contracts in Recommendations 1 and 2 in accordance with the termination provisions, including Termination for Convenience with written notification to your Board and CEO of such termination action.

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

Board approval of Recommendation 1 will enable the Department of Mental Health (DMH) to enter into new Contracts for the continued provision of emergency and non-emergency transportation services for severely and persistently mentally ill adults and seriously emotionally disturbed (SED) children and adolescents throughout the County of Los Angeles.

Board approval of Recommendation 2 will enable DMH to execute contracts with qualified transportation providers to expand the available pool of providers to ensure that service response times are met.

Board approval of Recommendation 3 will enable DMH to amend the Contract as necessary, without interruption to services.

Board approval of Recommendation 4 will enable DMH to terminate services in accordance with the Contract's termination provisions, including Termination for Convenience, in a timely manner, as necessary.

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

The recommended actions are consistent with County's Strategic Plan Goal I, Make Investments That Transform Lives, specifically Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions.

### **FISCAL IMPACT/FINANCING**

The FY 2020-21 annual aggregate funding for the seven agreements is \$5,566,886, fully funded by 2011 Sales Tax Realignment, State MHSA revenues, and an IFT from DCFS, and is included in DMH's FY 2020-21 Recommended Budget.

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

There is no impact on net County cost for this action.

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

PCTS Contractors provide emergency and non-emergency transportation to severely and persistently mentally ill adults and SED children and adolescents throughout the County of Los Angeles. The current Contracts expire on June 30, 2020, and to continue serving this population without interruption DMH is executing new contracts with the existing Contractors listed on Attachment II and asking for delegated authority to execute new contracts on an as needed basis with additional qualified PCTS providers.

DMH worked with the Department of Health Services (DHS) to determine the possibility of releasing a joint Master Agreement (MA) for PCTS in order to enhance service coordination and achieve cost efficiencies. However, it was determined that the needs and service requirements for DMH clients varied too greatly from those of DHS patients. Specifically DHS contracts need to incorporate provisions requiring lifesaving interventions and the use of specialized equipment for such interventions during transport. As such, DMH continues to utilize its own contracted providers for these services. Additionally, a Memorandum of Understanding (MOU) was established in 2017 between DMH and DHS for PCTS for the peak and afterhours of 3:00 pm to 7:00 pm and 10:00 pm to 6:00 am, respectively, to help alleviate response time challenges previously experienced by DMH.

On March 4, 2020, your Board approved a motion directing DMH and other County departments to assess the current crisis response infrastructure for health and human

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services within the County. Any relevant recommendations, based on this assessment that will improve the crisis response system may be incorporated into these contracts.

As mandated by your Board, the performance of all contractors is evaluated by DMH on an annual basis to ensure the contractors' compliance with all contract terms and performance standards.

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

Board approval of the recommended actions will allow the existing seven PCTS Contractors to continue providing uninterrupted transportation services to the County's severely and persistently mentally ill adults and SED children and adolescents.

Respectfully submitted,

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

JES:ES:SK:mp

Attachments

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



CONTRACT BY AND BETWEEN  
COUNTY OF LOS ANGELES

AND

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DEPARTMENT OF MENTAL HEALTH  
PATIENT/CLIENT TRANSPORTATION SERVICES CONTRACT

MHXXXXX

Contract Number

N/A

Contractor Headquarters Address

Legal Entity Number

XXXXX

Vendor Number

Contractor Headquarters' Supervisorial District: \_\_\_\_\_

Contractor Service Provision Supervisorial District(s): All

Mental Health Service Area(s) \_\_\_\_\_ OR Countywide X

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- C Intentionally Omitted
- D Contractor's EEO Certification
- E County's Administration
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- G Form(s) Required at the Time of Contract Execution
- H Jury Service Ordinance
- I Safely Surrendered Baby Law

**UNIQUE EXHIBITS**

- J-L Intentionally Omitted
- M1-M3 Intentionally Omitted

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)  
AGREEMENT**

- N Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

**SB 1262 – NONPROFIT INTEGRITY ACT OF 2004**

- O Charitable Contributions Certification
- P Protection of Electronic County PI, PHI, and MI (Data Encryption)
- Q LACDMH Business Associate / Contractor's Compliance with Encryption Requirements
- R Information Security and Privacy Requirements
- S Confidentiality Oath-Non-LACDMH Workforce Members
- T Agreement for Acceptable Use and Confidentiality of County Information Assets

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
AND  
XXXXXXXXXXXXXXXXXX  
FOR  
PATIENT/CLIENT TRANSPORTATION SERVICES**

This Contract ("Contract") made and entered into this 1<sup>ST</sup> day of July, 2020 by and between the County of Los Angeles, hereinafter referred to as County and \_\_\_\_\_ hereinafter referred to as "Contractor". Contractor is located at \_\_\_\_\_.

**RECITALS**

WHEREAS, County desires to provide to those persons in Los Angeles who qualify therefore, certain mental health services contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code (hereafter "WIC") Section 5600 et seq.; and

WHEREAS, County has a need to transport certain mental health patients/clients between its various hospitals, between private and County hospitals, and from County facilities to State mental hospitals, etc.; and

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

WHEREAS, Contractor, in conjunction with various other ambulance and ambulette operators with whom County will also be contracting, owns and/or operates such vehicles and is equipped, staffed and prepared to provide these services as described in this Agreement; and

WHEREAS, this Agreement is contemplated and authorized by California Health and Safety Code Sections 1443 and 1444; WIC Sections 5600.9, 5601(g)

5608 and 5652.5; Title 9, California Code of Regulations, Section 523; California Government Code Sections 23004 and 26227; and otherwise.

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

## **1 APPLICABLE DOCUMENTS**

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

### **Standard Exhibits:**

- 1.1 Exhibit A - Statement of Work (SOW)
- 1.2 Exhibit B - Fee Schedule
- 1.3 Exhibit C - Intentionally Omitted
- 1.4 Exhibit D - Contractor's EEO Certification
- 1.5 Exhibit E - County's Administration
- 1.6 Exhibit F - Contractor's Administration
- 1.7 Exhibit G - Forms Required at the Time of Contract Execution
- 1.8 Exhibit H - Jury Service Ordinance
- 1.9 Exhibit I - Safely Surrendered Baby Law

### **Unique Exhibits:**

- 1.10 Exhibit J - Intentionally Omitted
- 1.11 Exhibit K - Intentionally Omitted
- 1.12 Exhibit L - Intentionally Omitted
- 1.13 Exhibit M1-M3 - Intentionally Omitted

**Health Insurance Portability and Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement**

- 1.14 Exhibit N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

**SB 1262 - Nonprofit Integrity Act of 2004**

- 1.15 Exhibit O - Charitable Contributions Certification
- 1.16 Exhibit P - Protection of Electronic County PI, PHI, and MI (Data Encryption)
- 1.17 Exhibit Q - LACDMH Business Associate / Contractor's Compliance with Encryption Requirements
- 1.18 Exhibit R - Information Security and Privacy Requirements
- 1.19 Exhibit S - Confidentiality Oath-Non-LACDMH Workforce Members
- 1.20 Exhibit T - Agreement for Acceptable Use and Confidentiality of County Information Assets

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

**2 DEFINITIONS**

**2.1 Standard Definitions:**

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

2.1.1.1 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all

tasks, deliverables, services and other work including the Statement of Work, Exhibit A.

- 2.1.1.2 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this contract.
- 2.1.1.3 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.1.4 **County Monitoring Manager:** Person designated by the Director of Mental Health to manage the operations under this contract.
- 2.1.1.5 **County Contract Lead:** Person with responsibility to oversee the day to day activities of this contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the contractor.
- 2.1.1.6 **Director of Mental Health:** Person designated by County with authority for County on contractual or administrative matters relating to this contract that cannot be resolved by the County's Monitoring Manager.
- 2.1.1.7 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.1.8 **Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.1.9 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### 3 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A (Statement of Work).

- 3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this contract, the same shall be deemed to be a gratuitous effort on the part of the contractor, and the contractor shall have no claim whatsoever against the County.

#### **4 TERM OF CONTRACT**

- 4.1 The term of this Contract shall commence on July 1, 2020, and shall continue in full force and effect through June 30, 2023, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two (2) additional one (1) year periods, for a maximum total Contract term of five (5) years. Each such extension option may be exercised at the sole discretion of the Director of Mental Health, or his/her designee as authorized by the Board of Supervisors.

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

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

#### **5 CONTRACT SUM**

##### **5.1 Total Contract Sum**

Payment rates for patient/client transportation services are described in Exhibit B (Fee Schedule) shall remain stable and fixed for the term of the Contract, including any optional extension periods, unless a written Contract amendment is approved by the County and executed by County and Contractor.

##### **5.2 Written Approval for Reimbursement**

- 5.2.1 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as

specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall not occur except with the County's express prior written approval.

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

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

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

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

**5.5 Invoices and Payments**

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

5.5.2 The Contractor's invoices shall be priced in accordance with Exhibit B (Fee Schedule).

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A (Statement of Work) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 **County Approval of Invoices**

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

Invoices shall be submitted by Contractor, monthly in arrears, within fifteen (15) calendar days after the close of each month. Each billing shall contain certain information regarding each service call requested by the County including, but not limited to: patient/client name, date/time of service, actual miles traveled, additional patient fees (if any), dry runs (if any), waiting time fees (if any).

Invoices shall be submitted to:

County of Los Angeles - Department of Mental Health  
Access Center  
124440 Imperial Highway  
Norwalk, CA 90650  
Attn: Julie Valdez, Mental Health Manager III

5.6 **Intentionally Omitted**

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

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

5.7.2 The Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov>



with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.

5.7.4 At any time during the duration of the agreement/contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

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

### **6.1 County Administration**

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

### **6.2 Director of Mental Health**

6.2.1 The role of the Director includes:

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

6.2.1.2 The Director may designate one (1) or more persons to act as his/her designee for the purposes of administering this Contract. Therefore "Director" shall mean "director and/or his/her designee."

6.2.1.3 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the

requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.4 Upon request of the Contractor, providing direction to the Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County's Monitoring Manager**

6.3.1 The role of the County's Monitoring Manager may include:

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

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

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

### **6.4 County's Contract Lead**

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

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

### **7.1 Contractor Administration**

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit F (Contractor's Administration). The Contractor will notify the County in writing of any change in the names or addresses shown. Such changes do not require a formal

amendment of this Contract pursuant to Paragraph 8.1 (Amendments).

**7.2 Contractor's Project Manager**

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

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

**7.3 Approval of Contractor's Staff**

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

**7.4 Contractor's Staff Identification**

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

**7.5 Background and Security Investigations**

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

If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be removed immediately from performing services under the Contract. Contractor shall

comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

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

## **7.6 Confidentiality**

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

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 shall be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

- 7.6.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1 For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract shall be prepared and executed by the contractor and by the Director.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the contractor and by the Director.
- 8.1.3 The Director or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the contractor and by the Director.

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

- 8.2.1 The contractor shall notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written Amendment to the Contract, which is formally approved and executed by the parties. Any

payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the contractor may have against the County.

8.2.3 Shareholders, partners, members, or other equity holders of contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.4 Any assumption, assignment, delegation, or takeover of any of the contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against contractor as it could pursue in the event of default by contractor.

### **8.3 Authorization Warranty**

8.3.1 The contractor represents and warrants that the person executing this Contract for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition, and obligation of this Contract and that all requirements of the contractor have been fulfilled to provide such actual authority.

### **8.4 Budget Reductions**

8.4.1 In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal

year during the term of this Contract (including any extensions), and the services to be provided by the contractor under this Contract shall also be reduced correspondingly. The County's notice to the contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the contractor shall continue to provide all of the services set forth in this Contract.

## **8.5 Complaints**

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

### **8.5.2 Complaint Procedures**

8.5.2.1 Within 30 business days after the Contract effective date, the contractor shall provide the County with the contractor's policy for receiving, investigating and responding to user complaints.

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

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

8.5.2.4 If, at any time, the contractor wishes to change the contractor's policy, the contractor shall submit proposed changes to the County for approval before implementation.

8.5.2.5 The contractor shall preliminarily investigate all complaints and notify the County's Monitoring Manager of the status of the investigation within three (3) business days of receiving the complaint.

8.5.2.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.2.7 Copies of all written responses shall be sent to the County's Monitoring Manager within five (5) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

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

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under Paragraph 8.6 (Compliance with Applicable Law) shall be conducted by contractor and performed by counsel selected by contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

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

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



contractor shall comply with Exhibit D (Contractor's EEO Certification).

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

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

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

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

1. Unless the contractor has demonstrated to the County's satisfaction either that the contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the contractor shall have and adhere to a written policy that provides that its Employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this paragraph, "contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for

purposes of the Jury Service Program. If the contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

3. If the contractor is not required to comply with the Jury Service Program when the Contract commences, the contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the contractor shall immediately notify the County if the contractor at any time either comes within the Jury Service Program's definition of "contractor" or if the contractor no longer qualifies for an exception to the Jury Service Program. In either event, the contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the contractor demonstrate, to the County's satisfaction that the contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that the contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1 Per Los Angeles County Code, Section 2.180.010 (below), no County employee shall be employed in any capacity by this Contractor.

### Chapter 2.180 – CONTRACTING WITH CURRENT OR FORMER COUNTY EMPLOYEES

#### 2.180.010 - Certain contracts prohibited

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal

submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:

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

B. The prohibition of this section 2.180.010 shall not apply to a contract with an individual who was formerly employed by the county as a physician resident or fellow.

C. Contracts submitted to the board of supervisors for approval or ratification shall be accompanied by an assurance by the department submitting, district or agency that the provisions of this section have not been violated.

8.9.1.1 Contractor shall certify that he/she is aware of and has read Section 2.180.010 of the Los Angeles County Code by signing Exhibit G4 (Certification of No Conflict of Interest) of Exhibit G (Required Forms).

8.9.1.2 The Los Angeles County Code, Section 2.180.010 may be accessed through the following link:

[https://library.municode.com/ca/los\\_angeles\\_county/codes/code\\_of\\_ordinances](https://library.municode.com/ca/los_angeles_county/codes/code_of_ordinances)

8.9.2 The contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The contractor warrants that it is not now aware of any facts that create a conflict of interest. If the contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph shall be a material breach of this Contract.

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

8.10.1 Should the contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

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

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

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County

employees shall be given first priority.

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

The contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the contractor on this or other contracts which indicates that the contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the contractor may have with the County.

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

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

### **8.12.4 Contractor Hearing Board**

8.12.4.1 If there is evidence that the contractor may be subject to debarment, the Department will notify the contractor in writing of the evidence which is

the basis for the proposed debarment and will advise the contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

- 8.12.4.2 The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The contractor and/or the contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
- 8.12.4.3 After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- 8.12.4.4 If a contractor has been debarred for a period longer than five (5) years, that contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.
- 8.12.4.5 The Contractor Hearing Board will consider a request for review of a debarment determination

only where 1) the contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

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

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

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

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

**8.15 County's Quality Assurance Plan**

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

**8.16 Intentionally Omitted**

**8.17 Employment Eligibility Verification**

8.17.1 The contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees



performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The contractor shall retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2 The contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

#### **8.18 Facsimile Representations**

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

#### **8.19 Fair Labor Standards**

- 8.19.1 The contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the contractor's employees for which the County may be found jointly or solely liable.

## **8.20 Force Majeure**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, and other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").
- 8.20.2 In the event contractor's failure to perform arises out of a force majeure event, contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

- 8.22.1 This Contract is by and between the County and the contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the contractor.

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

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

### **8.23 Indemnification**

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

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

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

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

8.24.2.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's

General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

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

8.24.2.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles  
Department of Mental Health  
Contracts Development & Administration Div.  
550 S. Vermont Ave., 5<sup>th</sup> Floor  
Los Angeles, CA 90020

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

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

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

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

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

upon which the County may suspend or terminate this Contract.

**8.24.5 Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to contractor, deduct the premium cost from sums due to contractor or pursue contractor reimbursement.

**8.24.6 Insurer Financial Ratings**

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

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

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

**8.24.8 Waivers of Subrogation**

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

**8.24.9 Intentionally Omitted**

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

Contractor's policies shall not obligate the County to pay any portion of any contractor deductible or SIR. The County retains the right to require contractor to reduce or eliminate

policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

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

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

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

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

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

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

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

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

## 8.25 Insurance Coverage

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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



## **8.25.4 Unique Insurance Coverage**

### **8.25.4.1 Sexual Misconduct Liability**

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

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

Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

### **8.25.4.3 Privacy/Network Security (Cyber) Liability**

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

## **8.26 Intentionally Omitted**

## **8.27 Most Favored Public Entity**

If the contractor's prices decline, or should the contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California

or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

**8.28 Nondiscrimination and Affirmative Action**

- 8.28.1 The contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.
- 8.28.2 The contractor shall certify to, and comply with, the provisions of Exhibit D (Contractor's EEO Certification).
- 8.28.3 The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The contractor shall allow County representatives access to the contractor's employment records during regular business

hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.

8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the contractor has violated the anti-discrimination provisions of this Contract.

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

### **8.29 Non Exclusivity**

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

### **8.30 Notice of Delays**

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

### **8.31 Notice of Disputes**

8.31.1 The contractor shall bring to the attention of the County's Monitoring Manager or Contract Lead any dispute between the County and the contractor regarding the performance of services as stated in this Contract. If the County's

Monitoring Manager or Contract Lead is not able to resolve the dispute, the Director, or designee shall resolve it.

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

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

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

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

**8.34 Notices**

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

**8.35 Prohibition Against Inducement or Persuasion**

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

## **8.36 Public Records Act**

- 8.36.1 Any documents submitted by the contractor; all information obtained in connection with the County's right to audit and inspect the contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

## **8.37 Publicity**

- 8.37.1 The contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The contractor shall develop all publicity material in a professional manner; and
- 8.37.1.2 During the term of this Contract, the contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County

without the prior written consent of the County's Director of Mental Health. The County shall not unreasonably withhold written consent.

- 8.37.2 The contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this Paragraph 8.37 (Publicity) shall apply.

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

- 8.38.1 The contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the contractor and shall be made available to the County during the term of this Contract and for a period of 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.
- 8.38.2 In the event that an audit of the contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the contractor or otherwise, then the contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.3 Failure on the part of the contractor to comply with any of the provisions of this subparagraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the contractor, then the difference shall be either: a) repaid by the contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the contractor, then the difference shall be paid to the contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

8.40.1 No performance of this Contract, or any portion thereof, shall be subcontracted by Contractor. Any attempt to by Contractor to subcontract any performance, obligation, or responsibility under this Contract, shall be null and void and shall constitute a material breach of this Contract. Notwithstanding any other provision of this Contract, in the event of any such breach by Contractor, this Contract 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 Contract.

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

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

**8.42 Termination for Convenience**

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the 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.

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

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

8.42.2.2 Complete performance of such part of the work as shall not have been terminated by such notice.

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

**8.43 Termination for Default**

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



- 8.43.1.1 Contractor has materially breached this Contract; or
  - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this paragraph.
- 8.43.3 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).
- 8.43.4 The rights and remedies of the County provided in this Paragraph 8.43 (Termination for Default) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

8.44.2 The contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

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

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

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

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

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

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

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

8.45.2 The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

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

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

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

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

**8.48 Validity**

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

**8.49 Waiver**

8.49.1 No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

## **8.50 Warranty Against Contingent Fees**

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

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

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

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

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

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

8.52.1 Failure of contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of contractor, pursuant to County Code Chapter 2.206.

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

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

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

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

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

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

### **8.55 Intentionally Omitted**

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

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

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

The contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The contractor further acknowledges

that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The contractor, its employees and subcontractors acknowledge and certify receipt and understanding of the CPOE. Failure of the contractor, its employees or its subcontractors to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the contractor to termination of contractual agreements as well as civil liability.

#### **8.58 Prohibition from Participation in Future Solicitation(s)**

8.58.1 Board of Supervisors Policy 5.090-Contractor Independence, establishes procedures precluding firms or persons that assisted the County in developing a solicitation document, from subsequently being involved in the bidding process on that solicitation.

8.58.2 The policy states that "The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm [collectively "firm"] from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s)."

[https://library.municode.com/ca/la\\_county\\_-\\_bos/codes/board\\_policy](https://library.municode.com/ca/la_county_-_bos/codes/board_policy)

8.58.3 Neither a Contractor, subsidiary of nor Subcontractor to Contractor, nor a Proposer that assisted in the development of the solicitation document(s) shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor/Proposer under this Contract. As this prohibition applies to Subcontractors of the Contractor, the Contractor shall notify any Subcontractors providing services under this Contract of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or Subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Contract.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Intentionally Omitted**

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

- 9.2.1 The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, "Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA").
- 9.2.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to contractor's obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 9.2.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 9.2.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

### **9.3 Intentionally Omitted**

### **9.4 Intentionally Omitted**

### **9.5 Contractor's Charitable Activities Compliance**

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

### **9.6 Data Destruction**

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

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

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

Vendor shall certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST)





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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
JONATHAN E. SHERIN, M.D., Ph.D.  
Director of Mental Health

\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_

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

Title \_\_\_\_\_

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

**EXHIBIT A**

**STATEMENT OF WORK**

**FOR**

**PATIENT/CLIENT**

**TRANSPORTATION SERVICES**

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# STATEMENT OF WORK (SOW)

## 1.0 SCOPE OF WORK

Patient/Client Transportation Services (PCTS) provides emergency and non-emergency transportation services for severely and persistently mentally ill adults and seriously emotionally disturbed (SED) children and adolescents throughout the County of Los Angeles.

PCTS personnel will work with County staff to ensure that the transportation services are provided in a timely and professional manner.

## 2.0 ADDITION AND/OR DELETION SPECIFIC TASKS AND/OR WORK HOURS

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

## 3.0 QUALITY CONTROL

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

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

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

## 4.0 QUALITY ASSURANCE PLAN

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

### 4.1 Contract Discrepancy Report (See SOW Exhibit B-1)

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

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within ten (10) workdays, acknowledging the reported discrepancies or presenting contrary

evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within thirty (30) workdays.

#### **4.2 County Observations**

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

### **5.0 DEFINITIONS**

**5.1 DMH Access Center (AC)** - The Access Center operates 24 hours/day, 7 days/week as the entry point for mental health services in Los Angeles County. Services include deployment of crisis evaluation teams, information and referrals, gatekeeping of acute inpatient psychiatric beds, interpreter services and patient transport.

**5.2 Psychiatric Mobile Response Team (PMRT)** – PMRT consists of DMH clinicians designated per Welfare and Institutions Code 5150/ 5585 to perform evaluations for involuntary detention of individuals determined to be at risk of harming themselves or others or who are unable to provide food, clothing, or shelter as a result of a mental disorder.

### **6.0 RESPONSIBILITIES**

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

#### **COUNTY**

##### **6.1 Personnel**

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

6.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.

6.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.

6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8. Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

#### **CONTRACTOR**

##### **6.2 Project Manager**

6.2.1 Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days

per year. Contractor shall provide a telephone number where the Project Manager may be reached on a 24 hours/day, 7 days/week basis.

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

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

### **6.3 Personnel**

6.3.1 Contractor shall maintain all records, including, but not limited to, drivers'/attendants' licenses and certificates. Contractor shall maintain all ambulance/ambulette licenses and permits and business licenses. Such records shall include, but not be limited to, license, permit or certificate numbers and expiration dates.

6.3.2 Contractor shall not permit any persons, including, but not limited to, dispatchers, drivers, etc. to perform any services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that may in any way impair their physical or mental performance.

6.3.3 Contractor shall assign a sufficient number of employees to perform the required work. At least one employee on site shall be authorized to act for Contractor in every detail and must speak and understand English.

6.3.4 Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.

### **6.4 Identification Badges**

6.4.1 Contractor shall ensure their employees are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Contract.

### **6.5 Ambulances and Ambulettes**

Ambulances and ambulettes used pursuant to this Contract shall be subject to inspection by the California Highway Patrol and also by County staff in accordance with the provisions of Title 7 of the Los Angeles County Code as the same is now enacted or may hereafter be amended.

Contractor shall maintain a file of reports of all such inspections conducted during the term of this Contract, and such files shall be available for inspection by County pursuant to Paragraph 8.38 (Record Retention and Inspection – Audit Settlement) of the Contract. For each ambulance used by Contractor pursuant to this Contract, a permit shall be obtained from the California Highway Patrol and kept in force by Contractor for the operation of such vehicles.

Contractor shall maintain all ambulances, amulettes, and other equipment in a sanitary condition at all times.

## **6.6 Materials and Equipment**

The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. As such, all expenses required for operation of PCTS provided under this contract is the responsibility of the Contractor. All Contractors' equipment shall be subject to inspection.

Contractor shall use materials and equipment that are safe for the environment and safe for use by the employee.

## **6.7 Training**

6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees.

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

## **6.8 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Contract. When the office is closed, (the alternate number shall be called) the Contractor shall answer calls received by the AC within one (1) hour of receipt of the call.

Contractor shall advise County of branch offices or auxiliary companies under control of Contractor's parent company, if any, together with the names, addresses, telephone numbers, the number of ambulances and ambulettes normally available from each address, and such other information as requested by the County.

## **7.0 SPECIFIC WORK REQUIREMENTS**

### **7.1 Service Calls**

Calls for PCTS will be based on the location of a patient/client and best estimated time of arrival (ETA). The AC shall be able to place more than one call to other agencies to ensure an acceptable response time.

Contractor shall provide transportation for County patients/ clients only upon request by telephone of AC within the Los Angeles County. Areas and facilities other than the aforementioned shall require prior authorization of the County Project Manager.

Contractor shall provide accurate estimated times of arrival and report delays and wait times to the AC in real time.



During the initial call, AC shall inform Contractor's transportation dispatcher exactly where the transportation personnel are to report and which County staff person to contact upon arrival. AC staff making the initial call should specify the following:

- 7.1.1 Designated Parking, if applicable
- 7.1.2 Whether transportation personnel should wait outside the designated location
- 7.1.3 Where County staff will meet transportation personnel
- 7.1.4 A female attendant is required

## **7.2 Contractor Staff Requirements**

- 7.2.1 Transportation personnel are not required to transport more patients/clients than can reasonably be accommodated in one-trip.
- 7.2.2 Transportation personnel shall also abide by their own policies regarding the use of restraints in transporting clients.
- 7.2.3 Transportation personnel must remain with the patient/client until the patient/client is accepted by the receiving facility. Under no circumstances is the patient/client to be left alone or taken out of restraints until the transfer is completed. **Note:** Transportation personnel should not carry visible restraints when reporting to the designated County staff person.
- 7.2.4 Transportation personnel are not required to leave their restraints with the receiving facility when delivering a patient/client.
- 7.2.5 After the patient/client has been accepted at the receiving facility, transportation personnel are not expected to wait at the receiving facility for the outcome of the evaluation except at State Hospitals where patient/clients are not accepted before the evaluation.
- 7.2.6 The personal valuables of the patient/client need to be protected and accounted for by County staff, transportation personnel, and the receiving facility. After verifying the presence of these personal valuables, each of the above parties should sign a form, or copy of a form, which describes all this property. Transportation companies are not required to transport more than \$100 cash. Transportation companies are not required to transport more than forty pounds of personal property that is contained in no more than two bags.
- 7.2.7 Transportation personnel shall transport all patients/clients (including voluntary patients/clients) to the destination requested by AC. They shall not make any intermediate stops in route unless the patient's/client's medical condition so requires. If for any reason the patient/client is released before the destination is reached, AC must be notified immediately.
- 7.2.8 If it is determined that a female attendant should accompany a female patient/client during transport, the facility will request the AC to provide a

female attendant. As such, Contractor shall endeavor to provide the female attendant upon request of AC. If Contractor is unable to provide a female attendant, the requesting facility may provide the female attendant. The requesting facility is also responsible for the transport of the female attendant back to the facility.

7.2.9 If issues are encountered by the transportation personnel, the AC should be contacted for further instructions at (800) 854-7771.

### **7.3 County Steering Committee**

Contractor will be invited to participate in a DMH Steering Committee to address crisis response coordination within the County. The Steering Committee includes, but is not limited to, the following: Los Angeles City Fire department, Los Angeles City Police Department, Los Angeles County Fire Department, Los Angeles County Sheriff, the Department of Health Services, the Department of Public Health, and the Department of Mental Health.

The recommendations of the Steering Committee could result in changes to the County's current infrastructure for health and human services crisis response. Those recommendation could also necessitate changes to this statement of work. If so, this contract will be amended to reflect those recommended changes.

### **7.4 County Staff Requirements**

7.4.1 County staff must be present with the patient/client when the transportation personnel arrive and are responsible for the management of the patient/client and shall direct and assist the transportation personnel until such time that:

7.4.1.1 The patient/client is physically restrained on the gurney to the satisfaction of the transportation personnel.

7.4.1.2 The transportation personnel receive the transportation order and the clinical/legal documentation. After that point, transportation personnel are responsible for ensuring transportation that is safe for both the patient/client and themselves.

7.4.1.3 It is the responsibility of County staff to inform the patient/client what is happening to him/her and not delegate this duty to the transportation personnel.

7.5.1 County staff are responsible for communicating all relevant information to the transportation personnel, including:

7.5.1.1 The presenting problem

7.5.1.2 The potential for unpredictable behavior and dangerousness

7.5.1.3 Any substance abuse issues, known contagious or infectious diseases, and other medical problems about the patient/client

7.5.1.4 The administration of medication and possible intervention guidelines, if any.

7.6.1 In the event the receiving facility refuses to accept the patient/client for evaluation, transportation personnel shall call AC at (800) 854-7771 and/or at any other telephone number(s) provided to Contractor in writing by the County Contract Manager.

7.7.1 Neither County staff nor transportation personnel should wear clothing which presents a threat or hazard to themselves or the patient/client. For example, chains, earrings or other piercings may be hazardous to staff or may confuse or provoke a patient/client. Clothing should be appropriate for the work required.

## **8.0 GREEN INITIATIVES**

8.1 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

8.2 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

## **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

DMH shall evaluate the Contractor on Performance-Based Criteria indicated in the Performance Requirements Summary (Exhibit B-2). Contractor's response times will be monitored based on the standards provided and accepted by AC. Accepted response times shall be met a minimum of 90% of the time. Contractor failing to comply with this requirement may be issued a Contractor Discrepancy Report (Exhibit B-1) and contacted by AC staff to develop a corrective action plan to address this non-compliance.

Contractor shall cooperate with regularly scheduled program monitoring, which may include review of agency and program records, site visits, requests for data and reports, telephonic conferences, correspondence, and attendance at contractor meetings where the contractor's adherence to the performance-based criteria will be evaluated. DMH will notify Contractor whenever there are changes to County policies or procedures that apply to contract provision at least, where feasible, 30 calendar days prior to implementation.

**CONTRACT DISCREPANCY REPORT**

**EXHIBIT B-1**

**TO:**

**FROM:**

**DATES:**      **Prepared:** \_\_\_\_\_  
                  **Returned by Contractor:** \_\_\_\_\_  
                  **Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

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

Signature of County Representative

Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

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

Signature of Contractor Representative

Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

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

Signature of Contractor Representative

Date

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

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

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## PERFORMANCE REQUIREMENTS SUMMARY

PERFORMANCE-BASED CRITERIA	MEASUREMENT	PERFORMANCE TARGETS
1. Ambulance vehicles shall be staffed with a minimum of two (2) personnel including a driver and an ambulance attendant, both of whom must be currently certified in the State of California as an Emergency Medical Technician or higher level of certification.	Visual inspection by County Staff	100% compliance
2. Contractor shall not permit any persons, including, but not limited to, dispatchers, to perform any services while under the influence of any alcoholic beverage, medication, narcotic or other substance that may in any way impair their physical or mental performance.	Observation by County Staff	100% compliance
3. Contractor shall accept eighty (80) percent of requests made by the Access Center.	Access Center Monitoring Reports	100% compliance
4. Contractor shall arrive for patient/client pickup within 45 minutes from the time of telephone request by AC for patient/client pickup.	Visual inspection by County Staff and Access Monitoring Reports	100% compliance
5. Accepted response times shall be met a minimum of 90% of the time	Access Center Monitoring Reports	100% compliance
6. Contractor shall provide accurate estimated time of arrivals and report delays	Access Center Monitoring Reports	100% compliance
7. Contractor shall provide accurate arrival, departure and wait times to pick-up and drop off locations	Access Center Monitoring Reports	100% compliance

FEE SCHEDULE AND DESCRIPTIONS

**RATES TO BE CHARGED TO COUNTY FOR AMBULANCE  
TRANSPORTATION SERVICES**

- 1.** **General:** County will pay Contractor at the following rates for transportation of mental health clients requested and authorized by the Access Center (AC). Note: Rates set forth in this Exhibit B begin to apply after Contractor's unit arrives at the site of pickup except with respect to "dry run".
- 2.** **Ambulance Transportation Rates (One-Way):** For the period of this Agreement, County shall pay Contractor for the following ambulance transportation services at the following base rates on and after July 1, 2020 as provided in this Exhibit B. Ambulances responding to AC's request to transport mental health patients/clients from one location to another facility (e.g. hospital, Jail Mental Health, etc.) will be paid the Base Rate of \$225.00 per call plus the mileage rate of \$6.00 per mile (one way from the location of patient pick up to drop off location of facility).
- 3.** **Additional Patient/Client Rate:** In the event that more than one patient/client is transported, County will pay Contractor \$40.70 for each additional patient/client. County will not pay mileage and/or waiting time for the additional patient/client.
- 4.** **Waiting Time Rate:** County will pay Contractor at the rate of \$20.00 for each fifteen minute period, or fraction thereof, after the first fifteen minutes of waiting time have elapsed up to 16 fifteen-minute increments. County will pay Contractor at the rate of \$30.00 for each 15 minute period, or fraction thereof, after the first 16th fifteen-minute increments. Waiting time shall apply at the point of patient/client pickup as well as at the destination point, to the exclusion of the first fifteen minutes at both ends of the run. In all cases, waiting time shall require specific request and authorization by AC.
- 5.** **Dry Run:** The rate for a "Dry Run" (Contractor is notified that service is no longer required while in route or at the point of patient/client pickup) by Contractor shall be a Base rate of \$225.00 plus any additional charges for waiting time at the rate of \$20.00 for each fifteen minute period, or fraction thereof, after the first fifteen minutes of waiting time have elapsed. Waiting time shall apply at the point of

**FEE SCHEDULE AND DESCRIPTIONS**

patient/client pickup, excluding the first fifteen minutes, and in all cases, waiting time shall require specific request and authorization by AC. Such rates shall be applicable when Contractor, acting upon AC request, responds with its personnel and ambulance, and while in route to the point of patient/client pickup or while at such point, is advised by AC that Contractor's service is not required. In addition, Contractor shall receive a Dry Run mileage fee, at the rate of \$6.00 per mile (one-way), for mileage traveled by Contractor's ambulance from the point of origin to the point of cancellation of the call, except that there shall be no Dry Run mileage fee chargeable or paid for the first ten miles traveled by Contractor's ambulance on such Dry Run.

6. **Total Charges Computation:** The above ambulance rates shall be paid to Contractor only for transportation services requested and authorized by AC. The total charges shall be the sum of the Ambulance Base Rate, the appropriate mileage rate applied to the distance actually traveled one-way (from the location of patient pick up to another facility), the rate for authorized waiting time, additional Patient/Client Rate, and any special rate which may apply as described above. The computation of Dry Run charges are in paragraph No. 5.

FEE SCHEDULE AND DESCRIPTIONS

RATES TO BE CHARGED COUNTY FOR AMBULETTES/VANS  
TRANSPORTATION SERVICES

1. **General:** Ambulettes responding to Access Center (AC's) request to transport mental health patients/clients shall have a **driver and an attendant**.
2. **Rates for Trips of 70 Miles or Less (One-Way):** Ambulettes responding to AC request to transport mental health patients/clients will be paid the rates listed below which include the Ambulette Base Rate of \$80.00 per call plus the mileage rate of \$2.50 per mile (one way) for each mile in excess of 5 miles for any trip.

<u>No. of Miles</u>	<u>Rate</u>	<u>No. of Miles</u>	<u>Rate</u>
5 (or less)	\$	38	162.50
6	82.50	39	165.00
7	85.00	40	167.50
8	87.50	41	170.00
9	90.00	42	172.50
10	92.50	43	175.00
11	95.00	44	177.50
12	97.50	45	180.00
13	100.00	46	182.50
14	102.50	47	185.00
15	105.00	48	187.50
16	107.50	49	190.00
17	110.00	50	192.50
18	112.50	51	195.00
19	115.00	52	197.50
20	117.50	53	200.00
21	120.00	54	202.50
22	122.50	55	205.00
23	125.00	56	207.50
24	127.50	57	210.00
25	130.00	58	212.50
26	132.50	59	215.00
27	135.00	60	217.50
28	137.50	61	220.00
29	140.00	62	222.50
30	142.50	63	225.00



FEE SCHEDULE AND DESCRIPTIONS

<u>No. of Miles</u>	<u>Rate</u>	<u>No. of Miles</u>	<u>Rate</u>
31	145.00	64	227.50
32	147.50	65	230.00
33	150.00	66	232.50
34	152.50	67	235.00
35	155.00	68	237.50
36	157.50	69	240.00
37	160.00	70	242.50

3. **Rates For Trips in Excess of 70 Miles (One-Way):** County will pay Contractor the base mileage rate of \$242.50 plus \$25.00 for each 20 mile increment (one-way) in excess of 70 miles for any trip. All trips in excess of 70 miles one-way shall require specific authorization by AC based upon the request by Psychiatric Mobile Response Team (PMRT) and/or the mental health facility.
4. **Additional Patient/Client Rate:** In the event that more than one patient/client is transported, County will pay Contractor at the rate of \$17.50 for each additional patient/client, regardless of mileage.
5. **Waiting Time Rate:** County will pay Contractor at the rate of \$11.00 for each fifteen minute period, or fraction thereof, after the first fifteen minutes of waiting time have elapsed. Waiting time shall apply at the point of patient/client pickup as well as at the destination point, to the exclusion of the first fifteen minutes at both ends of the run. In all cases, waiting time shall require specific request and authorization by AC.
6. **Dry Run:** The rate for a “dry-run” by Contractor shall be \$70.00 plus any additional charges for waiting time at the rate of \$11.00 for each fifteen minute period, or fraction thereof, after the first fifteen minutes of waiting time have elapsed. Waiting time shall apply at the point of patient/client pickup, to the exclusion of the first fifteen minutes, and in all cases, waiting time shall require specific request and authorization by AC. Such rates shall be applicable when Contractor, acting upon AC request, responds with its personnel and ambulance, and while en route to the point of patient/client pickup or while at such point, is advised by AC that Contractor’s service is not required. In addition, Contractor shall receive a dry run mileage fee, at the rate of \$2.50 per mile (one way), for

**FEE SCHEDULE AND DESCRIPTIONS**

mileage traveled by Contractor's ambulette from the point of origin to the point of cancellation of the call, except that there shall be no dry run mileage fee chargeable or paid for the first ten miles traveled by Contractor's ambulette on such dry run.

- 7. Total Charges Computation:** The above ambulette rates shall be paid to Contractor only for transportation services requested and authorized by AC. The total charges shall be the sum of the Ambulette Base Rate, the appropriate mileage rate applied to the distance actually traveled one-way, the time rate applied to arrival time and authorized waiting time, and any special rate that may apply as described above. Except for dry runs, all mileage rates shall be computed from the time the ambulette arrives at the pickup site until the ambulette is discharged.

**INTENTIONALLY OMITTED**

## CONTRACTOR'S EEO CERTIFICATION

---

Contractor Name

---

Address

---

Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

- |    |   |                              |                             |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force.   | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

---

Authorized Official's Printed Name and Title

---

Authorized Official's Signature

---

Date

**COUNTY'S ADMINISTRATION**

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

**COUNTY DIRECTOR OF MENTAL HEALTH:**

Name: Dr. Jonathan E. Sherin

Title: County Director of Mental Health

Address: 550 S. Vermont Avenue

Los Angeles, CA 90020

Telephone: (213) 738-4601

E-Mail Address: JSherin@dmh.lacounty.gov

**COUNTY MONITORING MANAGER:**

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

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

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

\_\_\_\_\_

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

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

**COUNTY CONTRACT LEAD:**

Name: Julie Valdez

Title: Mental Health Program Manager III

Address: 124440 Imperial Hwy.

Norwalk, CA 90650

Telephone: (213) 738-4620 Facsimile: \_\_\_\_\_

E-Mail Address: JValdez@dmh.lacounty.gov

**CONTRACTOR'S ADMINISTRATION**

**CONTRACTOR'S NAME:** \_\_\_\_\_

**CONTRACT NO:** \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:** \_\_\_\_\_

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

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

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

\_\_\_\_\_

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

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

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

**CONTRACTOR'S AUTHORIZED OFFICIAL(S)**

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

**CERTIFICATION OF NO CONFLICT OF INTEREST**

The Los Angeles County Code, Section 2.180.010, provides as follows:

**CONTRACTS PROHIBITED**

Notwithstanding any other section of this Code, the County shall not contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

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

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

\_\_\_\_\_  
Contractor's Name

\_\_\_\_\_  
Official's Name and Title (please print)

\_\_\_\_\_  
Official's Signature



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

### **2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
  - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
  - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
  - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002; Ord. 2002-0015 § 1 (part), 2002)

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  - 1. Has ten or fewer employees during the contract period; and,
  - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

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

[www.babysafeia.org](http://www.babysafeia.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.

*Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.*

## How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

## Does the parent or surrendering adult have to call before bringing in the baby?

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

## Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

## What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

## What happens to the parent or surrendering adult?

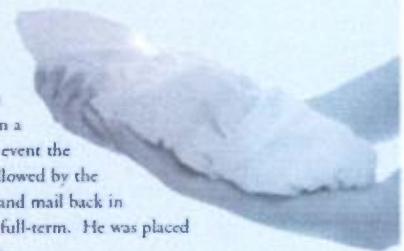
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

## Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

## A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



# *Ley de* Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles*

Sin pena. Sin culpa. Sin nombres.

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

[www.babysafe1a.org](http://www.babysafe1a.org)





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

www.babysafeia.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 brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los 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 brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.





**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**

**INTENTIONALLY OMITTED**

**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. § 164.502 (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.

## EXHIBIT N

- 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.
- 4.3 Business Associate shall be responsible for the provision of an annual mandatory information security and privacy training, for all staff that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA).
- 4.3.1 Business Associate shall monitor, track, document (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) and make available upon request by the federal, State and/or County government the annual information security and privacy training provided to Business Associate's workforce members, including clerical, administrative/management, clinical, subcontractors, and independent

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contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County.

- 4.4 Business Associate shall ensure that all workforce members, including clerical, administrative, management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access sensitive content such as Protected Health Information. The statement must be renewed annually.
- 4.5 Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Business Associate's security and privacy policies and procedures, including termination of employment where appropriate.

### 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

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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 **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of**

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Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, [PRIVACY@ceo.lacounty.gov](mailto:PRIVACY@ceo.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.

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- 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.

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- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

### **7. ACCESS TO PROTECTED HEALTH INFORMATION**

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

**8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

**9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
  - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
  - (c) A brief description of the Protected Health Information Disclosed; and
  - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1 and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity,

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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.
- 10.3 Business Associate must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the requirements stated in this Exhibit, Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate must attest that it has implemented adequate controls to meet the expected baseline set forth in Exhibit Q, Information Security Contract/Agreement Requirements, at the commencement and during the renewal of this agreement with the County. The completed Exhibit R, LACDMH Contractor /Business Associate's Compliance with Information Security Requirements questionnaire must be returned to DMH Information Security Officer (DISO) for approval within ten (10) business days from the signed date of this agreement. Business Associate must be prepared to provide supporting evidence upon request.
- 10.4 During the term of the agreement, Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Business Associate may be asked to re-submit the Exhibit R to document the change.



**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,

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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

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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,

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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.

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- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

\_\_\_\_\_  
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.**

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

**OR**

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (please print)



# Protection of Electronic County PI, PHI and MI

## Data Encryption

Contractor and Subcontractors that electronically transmit or store personal information (PI), protected health information (PHI) and/or medical information (MI) shall comply with the encryption standards set forth below. PI is defined in California Civil Code Section 1798.29(g). PHI is defined in Health Insurance Portability and Accountability Act of 1996 (HIPAA), and implementing regulations. MI is defined in California Civil Code Section 56.05(j).

### 1. Stored Data

Contractors' and Subcontractors' workstations and portable devices (e.g., mobile, wearables, tablets, thumb drives, external hard drives) require encryption (i.e. software and/or hardware) in accordance with: (a) Federal Information Processing Standard Publication (FIPS) 140-2; (b) National Institute of Standards and Technology (NIST) Special Publication 800-57 Recommendation for Key Management — Part 1: General (Revision 3); (c) NIST Special Publication 800-57.

Recommendation for Key Management — Part 2: Best Practices for Key Management Organization; and (d) NIST Special Publication 800-111 Guide to Storage Encryption Technologies for End User Devices. Advanced Encryption Standard (AES) with cipher strength of 256-bit is minimally required.

### 2. Transmitted Data

All transmitted (e.g. network) County P1, PHI and/or MI require encryption in accordance with: (a) NIST Special Publication 800-52 Guidelines for the Selection and Use of Transport Layer Security Implementations; and (b) NIST Special Publication 800-57 Recommendation for Key Management — Part 3: Application-Specific Key Management Guidance. Secure Sockets Layer (SSL) is minimally required with minimum cipher strength of 128-bit.

### 3. Certification

The County must receive within ten (10) business days of its request, a certification from Contractor (for itself and any Subcontractors) that certifies and validates compliance with the encryption standards set forth above. In addition, Contractor shall maintain a copy of any validation/attestation reports that its data encryption product(s) generate and such reports shall be subject to audit in accordance with the Contract. Failure on the part of the Contractor to comply with any of the provisions of this Exhibit (Data Encryption) shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

### 4. Compliance

The Proposer shall provide information about its encryption practices by completing **Exhibit Q "Contractor's Compliance with Encryption Requirements"** questionnaire. By submitting, Proposer certifies that it will be in compliance with Los Angeles County Board of Supervisors Policy 5.200, Contractor Protection of Electronic County Information, at the commencement of any contract and during the term of any contract that may be awarded pursuant to this solicitation. The completed forms must be returned to DMH DISO within ten (10) business days to certify compliance.



## LACDMH BUSINESS ASSOCIATE / CONTRACTOR'S COMPLIANCE WITH INFORMATION SECURITY REQUIREMENTS EXHIBIT

**Business Associate / Contractor Agency Name:** \_\_\_\_\_

Business Associate / Contractor shall provide information about its information security practices by completing this Exhibit. By submitting this Exhibit, Business Associate / Contractor certifies that will be compliant with Los Angeles County Board of Supervisors Policies and attest that it has implemented adequate controls to meet the following expected Information Security minimum standard, at the commencement and during the term of any awarded agreement. Business Associate must be prepared to provide supporting evidence upon request. The completed forms must be returned to DMH Information Security Officer (DISO) for approval within ten (10) business days from the signed date of this agreement. Any significant changes during the term of the contract/agreement must be reported within ten (10) business days of implementation. Dependent on the adjustment, Contractor/Business Associate may be asked to re-submit this exhibit to document the change.

### COMPLIANCE QUESTIONS

				DOCUMENTATION AVAILABLE	
	YES	NO	N/A	YES	NO
1 Will County data stored on your workstation(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2 Will County data stored on your laptop(s) be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3 Will County data stored on removable media be encrypted? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4 Will County data be encrypted when transported? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5 Will you maintain a copy of any validation / attestation reports generated by its encryption tools? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6 Will County data be stored on remote servers*? <small>*Cloud storage, Software-as-a-Service or SaaS</small> <i>Please provide public URL and hosting information for the server.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7 Will all users with access to County data participate in an annual information security awareness training? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8 Will County data residing on endpoints be protected by an up-to-date antivirus and/or anti-malware software? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

		YES	NO	N/A	DOCUMENTATION	
		YES	NO	N/A	YES	NO
9	Will all endpoints accessing and/or storing County data be physically secured? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10	Will all security incidents involving County data be promptly reported? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11	Will all users' access be formally authorized, and users provided with unique logon IDs & complex passwords for accessing County data? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12	Will all users' activities be monitored to ensure they are accessing the minimum information necessary to perform their assignments? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13	Will users' access be modified once their role no longer justifies such access or access promptly suspended upon discharge/termination? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14	Will all endpoints accessing and/or storing County data be regularly patched and updated for known vulnerabilities? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15	Will all endpoints accessing and/or storing County data be rendered unreadable and/or unrecoverable, prior to disposition? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16	Will Business Associate / Contractor inspect and conduct annual risk assessments on its systems involving County data to identify and mitigate weaknesses and vulnerabilities? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17	Does the entity have policies and procedures to ensure continuity and availability of critical business processes during emergencies or disasters and the ability to restore/recover compromised data to a ransomware attack? <i>If "NO", or N/A please explain.</i>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\_\_\_\_\_  
Authorized Signatory Name (Print)

\_\_\_\_\_  
Authorized Signatory Official Title

\_\_\_\_\_  
Authorized Signatory Signature

\_\_\_\_\_  
Date





## INFORMATION SECURITY CONTRACT/AGREEMENT REQUIREMENTS

This Exhibit sets forth information security requirements and procedures to be established by Contractor/Business Associate before the effective date of the Contract/Agreement and maintained throughout the term of the Contract/Agreement. These requirements and procedures are a minimum standard and are in addition to the requirements of the Contract/Agreement and any other Arrangements between the parties. However, it is Contractor/Business Associate's sole obligation to: (i) implement appropriate measures to secure its systems and all Information (as defined by County Board of Supervisors Policy 6.104), against internal and external threats and risks; and (ii) continuously review and revise those measures to address ongoing threats and risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of the Contract/Agreement by Contractor/Business Associate, entitling County, in addition to and cumulative of all other remedies available to it at law, in equity, or under the Contract/Agreement, to immediately terminate the Contract/Agreement. Unless specifically defined in this Exhibit, capitalized terms shall have the meanings set forth in the Contract/Agreement.

### 1. NON-EXCLUSIVE EQUITABLE REMEDY

Contractor/Business Associate acknowledges and agrees that due to the unique nature of County Non Public Information (NPI) there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to County, and therefore, that upon any such breach, County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies either of them might have at law or equity. Any breach of Section 5 (Confidentiality) shall constitute a material breach of this Contract/Agreement and be grounds for immediate termination of this Contract/Agreement in the exclusive discretion of the County.

### 2. INFORMATION SECURITY PROGRAM

Contractor/Business Associate shall establish and maintain a company-wide Information Security Program (Information Security Management System [ISMS]) designed to evaluate risks to the confidentiality, availability and integrity of the information in their possession.

Contractor/Business Associate's Information Security Program shall include the creation and maintenance of security policies, standards and procedures (collectively "**Information Security Policy**"). The Information Security Policy will be communicated to all Contractor/Business Associate personnel in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats/risks.

### 3. PROPERTY RIGHTS TO INFORMATION

All Information, as defined by County Board of Supervisors Policy 6.104 - Information Classification Policy, provided for the County or collected by Contractor/Business Associate on behalf of the County, is deemed property of the County and shall remain the property of County and County shall retain exclusive rights and ownership thereto.

The County Information shall not be used by Contractor/Business Associate for any purpose other than as required under this Contract/Agreement, nor shall such information or any part of such information be disclosed, sold, assigned, leased, or otherwise disposed of to third-parties by Contractor/Business Associate or commercially exploited or otherwise used by, or on behalf of, Contractor/Business Associate, its officers, directors, employees, or agents. Contractor/Business Associate may assert no lien on or right to withhold from County, any information it receives from, receives addressed to, or stores on behalf of, County.

Notwithstanding the foregoing, Contractor/Business Associate may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by Contractor/Business Associate ; provided that no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to, County or a County, and such Information cannot be associated or matched with an identifiable profile or personally identifiable information. Contractor/Business Associate specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

### 4. CONTRACTOR/BUSINESS ASSOCIATE'S USE OF INFORMATION

Contractor/Business Associate may use the Information only as necessary to carry out its obligations under this Contract/Agreement, and for no other purpose other than observation and reporting to the County on County's usage of the Information and making recommendations for improved usage.

## 5. CONFIDENTIALITY

- a) **Non-public Information.** Contractor/Business Associate agrees that all information supplied by its affiliates and agents to the County including, without limitation, (a) any information relating to County's customers, patients, business partners, or personnel; (b) Personally Identifiable Information (as defined below); (c) any non- public information as defined in the Gramm-Leach-Bliley Act or the California Financial Information Privacy Act, and (d) any Protected Health Information as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and The Health Information Technology for Economic and Public Health Act (HITECH), will be deemed confidential and proprietary to the County, regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential". To be deemed "Non-public Information" (NPI) as defined in Board of Supervisors Policy 6.104 – Information Classification Policy, trade secrets and mask works must be plainly and prominently marked with restrictive legends.
- b) **Nondisclosure of NPI.** NPI provided by the County either before or after Contract/Agreement award shall only be used for its intended purpose. Contractor/Business Associate and Subcontractors shall not utilize nor distribute County NPI in any form without the prior express written approval of the County.
- c) **Non-Disclosure Obligation.** While performing work under this Contract/Agreement, the Contractor/Business Associate and Subcontractors may encounter NPI such as personal information, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors Policy 6.104 – Information Classification Policy as NPI. The Contractor/Business Associate shall not disclose or publish any information and material received or used in performance of this Contract/Agreement. This obligation is perpetual. The Contract/Agreement imposes no obligation upon the Contractor/Business Associate with respect to County NPI which the Contractor/Business Associate can establish that: a) was in the possession of, or was rightfully known by the Contractor/Business Associate without an obligation to maintain its confidentiality prior to receipt from the County or a third party; b) is or becomes generally known to the public without violation of this Contract/Agreement; c) is obtained by the Contractor/Business Associate in good faith from a third party having the right to disclose it without an obligation of confidentiality; or, d) is independently developed by the Contractor/Business Associate without the participation of individuals who have had access to the County's or the third party's NPI. If the Contractor/Business Associate is required by law to disclose NPI the Contractor/Business Associate shall notify the County of such requirement prior to disclosure.
- d) **Personally Identifiable Information.** "Personally Identifiable Information" (PII) shall mean any information about an individual maintained by an organization or other entity, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

In connection with this Contract/Agreement and performance of the services, Contractor/Business Associate may be provided or obtain, from County or otherwise, PII pertaining to County's current and prospective personnel, directors and officers, agents, investors, patients, and customers and may need to process such PII and/or transfer it, all subject to the restrictions set forth in this Contract/Agreement and otherwise in compliance with all applicable foreign and domestic laws and regulations for the sole purpose of performing the services.

- e) **Treatment of County Non-public Information.** Without limiting any other warranty or obligations specified in this Contract/Agreement, and in particular the Confidentiality provisions of the Contract/Agreement, during the term of this Contract/Agreement and thereafter in perpetuity, Contractor/Business Associate will not gather, store, log, archive, use, or otherwise retain any County NPI in any manner and will not disclose, distribute, sell, share, rent, or otherwise retain any County NPI to any third-party, except as expressly required to perform its obligations under this Contract/Agreement or as Contractor/Business Associate may be expressly directed in advance in writing by County.

Contractor/Business Associate represents and warrants that Contractor/Business Associate will use and process County NPI only in compliance with (a) this Contract/Agreement, (b) County's then current information security and privacy policies, and (c) all applicable local, state, and federal laws and regulations.

- f) **Retention of County Non-public Information.** Contractor/Business Associate will not retain any County NPI for any period longer than necessary for Contractor/Business Associate to fulfill its obligations under this Contract/Agreement or required by Contractor/Business Associate's records retention policies and applicable law.
- g) **Return of County Non-public Information.** On County's written request or upon expiration or termination of this Contract/Agreement for any reason, Contractor/Business Associate will promptly return or destroy, at County's option, all originals and copies of all documents and materials it has received containing County's NPI; (b) if return or destruction is not permissible under applicable law, continue to protect such information in accordance with the terms of this Contract/Agreement; and (c) deliver or destroy, at County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by Contractor/Business Associate, prepared under its direction, or at its request, from the documents and materials referred to in Subsection 5(a) of this Exhibit, and provide a notarized written statement to County certifying that all documents and materials referred to in Subsections 5(a) and (b) of this Exhibit have been delivered to County or destroyed, as requested by County.

On termination or expiration of this Contract/Agreement, County will return or destroy all Contractor/Business Associate's information marked as confidential (excluding items licensed to County hereunder or that provided to County by Contractor/Business Associate hereunder), at County's option.

## 6. CONTRACTOR/BUSINESS ASSOCIATE PERSONNEL

Within the limitations of law, Contractor/Business Associate shall screen and conduct background investigations on all Contractor/Business Associate personnel, Contractor/Business Associate s and third-parties as appropriate to their role, with actual or potential physical or logical access to County's NPI for potential security risks. Such background investigations, based on the individual's role and interaction with NPI, may include criminal and financial history and will be repeated on a regular basis.

Contractor/Business Associate shall require all employees and Contractor/Business Associate s to sign an appropriate written confidentiality/non-disclosure agreement.

All agreements with third-parties involving access to Contractor/Business Associate's systems and Information, including all outsourcing arrangements and maintenance and support agreements (including facilities maintenance), shall specifically address security risks, controls, and procedures for information systems.

Contractor/Business Associate shall supply each of its Contractor/Business Associate personnel with appropriate, ongoing training regarding information security procedures, risks, and threats.

Contractor/Business Associate shall have an established set of procedures to ensure Contractor/Business Associate personnel promptly report actual and/or suspected breaches of security.

## 7. STORAGE, TRANSMISSION AND DESTRUCTION OF COUNTY NON-PUBLIC INFORMATION

All County NPI shall be rendered unusable, unreadable, or indecipherable to unauthorized individuals. Without limiting the generality of the foregoing, Contractor/Business Associate will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) that store County's NPI in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise approved by the County's Chief Information Security Officer.

## 8. HARDWARE RETURN

Upon termination or expiration of the Contract/Agreement or at any time upon County's request, Contractor/Business Associate shall return all hardware, if any, provided by County to County.

The hardware should be physically sealed and returned via a bonded courier or as otherwise directed by County.

## 9. PHYSICAL AND ENVIRONMENTAL SECURITY

Contractor/Business Associate facilities that process County Information will be housed in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

Contractor/Business Associate facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

## 10. COMMUNICATIONS AND OPERATIONAL MANAGEMENT

Contractor/Business Associate shall: (i) monitor and manage all of its information processing facilities, including, without limitation, implementing operational procedures, change management and incident response procedures; and (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect information and computer media from theft and unauthorized access.

## 11. ACCESS CONTROL

Subject to and without limiting the requirements under Section 7(Storage, Transmission and Destruction of Information), County's NPI: (i) may only be made available and accessible to those parties explicitly authorized under the Contract/Agreement or otherwise expressly approved by County in writing; (ii) if transferred across the Internet, any wireless network (e.g., cellular, 802.11x, or similar technology), or other public or shared networks, must be protected using appropriate encryption technology as designated or approved by County's Chief Information Security Officer in writing; and (iii) if transferred using Removable Media (as defined above) must be sent via a bonded courier and protected using encryption technology designated by Contractor/Business Associate and approved by County's Chief Information Security Officer in writing. The foregoing requirements shall apply to back-up media stored by Contractor/Business Associate at off-site facilities.

Contractor/Business Associate shall implement formal procedures to control access to County systems, services, and/or data, including, but not limited to, user account management procedures and the following controls:

- a) Network access to both internal and external networked services shall be controlled, including, but not limited to, the use of properly configured firewalls;
- b) Operating systems will be used to enforce access controls to computer resources including, but not limited to, authentication, authorization, and event logging;
- c) Applications will include access control to limit user access to information and application system functions; and
- d) All systems will be monitored to detect deviation from access control policies and identify suspicious activity. Contractor/Business Associate shall record, review and act upon all events in accordance with incident response policies set forth below.

In the event any hardware, storage media, or Removable Media must be disposed of or sent off-site for servicing, Contractor/Business Associate shall ensure all County NPI, has been cleared, purged, or scrubbed from such hardware and/or media using industry best practices as discussed in Section 7 (Storage, Transmission and Destruction of County Non-Public Information).

## 12. SECURITY INCIDENT

A "Security Incident" shall mean the successful unauthorized access, use, disclosure, or modification of County NPI or interference with system operations in an information system.

- a) Contractor/Business Associate will promptly notify, within three (3) business days after the detection, the County's Chief Information Security Officer by telephone and subsequently via written letter of any Security Incidents.

- b) The notice shall include the approximate date and time of the occurrence and a summary of the relevant facts, including a description of measures being taken to address the occurrence. Contractor/Business Associate will provide a quarterly report of all Security Incidents noting the actions taken. This will be provided via a written letter to the County's Chief Information Security Officer on or before the first (1st) week of each calendar quarter (January, March, June and September). County or its third-party designee may, but is not obligated to, perform audits and security tests of Contractor/Business Associate's environment that may include, but are not limited to, interviews of relevant personnel, review of documentation, or technical inspection of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County NPI.
- c) Notwithstanding any other provisions in this Contract/Agreement, Contractor/Business Associate shall be liable for all damages, fines, corrective action and legally required notifications arising from a security incident that results in unauthorized access, modification, destruction or compromise of County Information caused by Contractor/Business Associate's weaknesses, negligence, errors, or lack of information security or privacy controls or provisions hereunder.

### 13. AUDIT

When not prohibited by regulation, Contractor/Business Associate will provide to County a summary of: (1) the results of any security audits, security reviews, or other relevant audits, conducted by Contractor/Business Associate or a third party; and (2) corrective actions or modifications, if any, Contractor/Business Associate will implement in response to such audits.

During the term of this Contract/Agreement, County or a mutually agreed third-party designee may annually, or more frequently as agreed in writing by the parties, request a security audit of Contractor/Business Associate's Information Security Management System (ISMS), data center, services and/or systems containing or processing County Information.

The audit will take place at a time mutually agreed to by the parties, but in no event on a date more than ninety (90) days from the date of the request by County.

County's request for security audit will specify the scope and areas (e.g., Administrative, Physical and Technical) that are subject to the audit and may include but not limited to physical controls inspection, process reviews, policy reviews evidence of external and internal vulnerability scans, penetration tests results, evidence of code reviews, and evidence of system configuration and audit log reviews. County shall pay for all third-party costs associated with the audit. It is understood that the results may be filtered to remove the specific information of other Contractor/Business Associate customers such as IP address, server names, etc.

Contractor/Business Associate shall cooperate with County in the development of the scope and methodology for the audit, and the timing and implementation of the audit. Any of the County's regulators shall have the same right upon request, to request an audit as described above. Contractor/Business Associate agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

### 14. SPECIFIC SOFTWARE AS A SERVICE (SaaS) CONTRACTUAL TERMS AND CONDITIONS

- a) **License.** Subject to the terms and conditions set forth in this Contract/Agreement, including payment of the license fees by County to Contractor/Business Associate, Contractor/Business Associate hereby grants to County a non-exclusive, non-transferable worldwide license to use the service during the term of this Contract/Agreement to achieve the purposes stated herein, as well as any documentation and training materials.
- b) **Business Continuity.** In the event that Contractor/Business Associate's infrastructure or Information becomes lost, damaged or destroyed, Contractor/Business Associate shall immediately, and not longer than one (1) business day, implement the Contractor/Business Associate's Business Continuity Plan, in order to continue to provide the service. Contractor/Business Associate's obligation to reimburse the County's costs related to lost, damaged or destroyed Information shall be determined by the County.

The plan, at a minimum, shall include the services of a third-party recovery provider for which the County shall be the first in the order of recovery among Contractor/Business Associate's customers. The third-party recovery provider shall provide and assist Contractor/Business Associate in its operations, system management and technical support.



The Contractor/Business Associate shall include in its Business Continuity Plan a service offering, a distributed IT infrastructure and a mirrored critical system, Contractor/Business Associate will assist the County in providing such a system within one (1) Day of the County's notification.

In the event that the service is interrupted, the Information may be accessed and retrieved within two (2) hours at any point in time. Additionally, Contractor/Business Associate shall store a backup of all Information in an off-site "hardened" facility no less than daily, maintaining the security of Information, the security requirements of which are described herein.

- c) **Enhancements, Upgrades, Replacements and New Versions.** The Contractor/Business Associate agrees to Provide to the County, at no cost, prior to, and during installation and implementation of the system any Software/firmware Enhancements, Upgrades and replacements which the Contractor/Business Associate initiates or generates that are within the scope of the products licensed and that are made available at no charge to other Contractor/Business Associate customers.

During the term of this Contract/Agreement, the Contractor/Business Associate shall notify the County of the availability of newer versions of the software and within thirty (30) Days provide the County with this new version.

The Contractor/Business Associate shall provide any Updated Documentation in the form of new revision manuals or changed pages to current manuals consistent with the original Documentation supplied and reflecting the changes included in the new version of the software as they are made available. The Contractor/Business Associate shall also provide installation instructions, procedures and any installation program required by the Enhancement, Upgrade, Replacement or new versions.

During the Contract/Agreement term, Contractor/Business Associate shall not delete or disable a feature or functionality unless the Contractor/Business Associate provides sixty (60) Days advance notice and the County provides written consent to the deleted or disabled feature or functionality. Should there be a replacement feature or functionality, the County shall have the sole discretion whether to accept such replacement. The replacement shall be at no additional cost to the County.

- d) **Contractor/Business Associate's Use of Information.** Contractor/Business Associate may use the Information only as necessary to carry out its obligations under this Contract/Agreement, and for no other purpose other than the following:

- i) May observe and report back to the County on County's usage of the service and make recommendations for improved usage.

- e) **Disposition of Information; Back-up Information.** County retains the right to use the service to access and retrieve County content and data stored on Contractor/Business Associate's infrastructure at its sole discretion.

Contractor/Business Associate shall back up Information once in each 24-hour period.

- f) **Location of Information.** Contractor/Business Associate warrants and represents that it shall store and process County Information and content only in the continental United States and that at no time will County Information traverse the borders of the continental United States in an unencrypted manner.

- g) **Data Center Audit and Certification.** An SOC 3 audit certification shall be conducted annually and a copy of the results provided to the County both during and prior to the commencement of the Contract/Agreement. The results of the SOC 3 audit and Contractor/Business Associate's plan for addressing or resolving the audit findings shall be shared with the County within ten (10) business days of Contractor/Business Associate's receipt of the audit results. Contractor/Business Associate agrees to provide the County with the current SOC 3 audit certification upon the County's request.

At its own expense, the County shall have the right to confirm Contractor/Business Associate's infrastructure and security practices via an onsite inspection at least once a year. In lieu of an on-site audit and upon the County's request, Contractor/Business Associate shall complete an audit questionnaire regarding Contractor/Business Associate's information security program.

- h) **Services Provided by a Subcontractor.** Prior to the use of any Subcontractor for SaaS services under this Contract/Agreement, Contractor/Business Associate shall notify the County of the Subcontractor(s) that will be involved in providing any services to the County and obtain the County's written consent.

In the event that Contractor/Business Associate terminates its agreement with the Subcontractor, Contractor/Business Associate shall first allow the County to assume all of the rights and obligations of Contractor/Business Associate under the agreement and to transfer the agreement to the County, provided there shall be no changes in the services requirement. Contractor/Business Associate shall provide the County with advance written notice of its intent to terminate the Subcontractor agreement and at least thirty (30) Days to respond and indicate whether the County wishes to assume the rights and obligations under the Subcontractor agreement.

- i) **Information Import Requirements at Termination.** Within one (1) Day of notification of termination of this Contract/Agreement, the Contractor/Business Associate shall provide the County with a complete and secure copy of all County Information suitable for import into commercially available database software (e.g. MS-SQL), such as XML format, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in their native format. These files will be comprised of data contained in the Contractor/Business Associate's system. The structure of the relational database will be specific to the data and will not be representative of the proprietary Contractor/Business Associate database.
- j) **Termination Assistance Services.** During the ninety (90) Day period prior to, and or following the expiration or termination of this Contract/Agreement, in whole or in part, Contractor/Business Associate agrees to provide reasonable termination assistance services at no additional cost to the County, which may include:
  - i) Developing a plan for the orderly transition of the terminated or expired SaaS from Contractor/Business Associate to the successor;
  - ii) Providing reasonable training to County staff or the successor in the performance of the SaaS then being performed by Contractor/Business Associate;
  - iii) Using its best efforts to assist and make available to County any third-party services then being used by Contractor/Business Associate in connection with the SaaS; and
  - iv) Such other activities upon which the parties may agree.

## 15. CERTIFICATION

The County must receive within ten (10) business days of its request, a certification from Contractor/Business Associate (for itself and any Subcontractors) that certifies and validates compliance with the minimum standard set forth above. In addition, Contractor/Business Associate shall maintain a copy of any validation/attestation reports that its product(s) generate, and such reports shall be subject to audit in accordance with the agreement. Failure on the part of the Contractor/Business Associate to comply with any of the provisions of this Exhibit, Information Security Contract/Agreement Requirements shall constitute a material breach of this arrangement upon which the County may terminate or suspend this agreement.

## 16. REPORTING REQUIREMENTS FOR SIGNIFICANT CHANGES

During the term of this contract/ agreement, Contractor/Business Associate must notify the Covered Entity within ten (10) days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Contractor/Business Associate may be asked to re-submit the Exhibit R to document the change.

## 17. COMPLIANCE

Contractor/Business Associate shall provide information about its information security practices by completing Exhibit R "LACDMH Contractor/Business Associate's Compliance with Information Security Requirements" questionnaire. By submitting, Contractor/Business Associate certifies that it will be in compliance with Los Angeles County Board of Supervisors Policies, and the expected minimum standard set forth above at the commencement of this agreement with the County and during the term of any arrangement that may be awarded pursuant to this agreement. The completed forms must be returned to DMH Information Security Officer (DISO) within ten (10) business days and approved to certify compliance.



COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
CHIEF INFORMATION OFFICE BUREAU  
**CONFIDENTIALITY OATH**  
**Non-LACDMH Workforce Members**

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

**ANNUAL**

The intent of this Confidentiality Form is to ensure that all, Business Associates, Contractors, Consultants, Interns, Volunteers, Locum Tenens, Non-Governmental Agencies (NGA), Fee-For-Service Hospitals (FFS1), Fee-For-Service Outpatient (FFS2) and Pharmacy users are aware of their responsibilities and accountability to protect the confidentiality of clients' sensitive information viewed, maintained and/or accessed by any DMH on-line systems.

Further, the Department's Medi-Cal and MEDS access policy has been established in accordance with federal and state laws governing confidentiality.

The California Welfare and Institutions (W&I) Code, Section 14100.2, cites the information to be regarded confidential. This information includes applicant/beneficiary names, addresses, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data. (See also 22 California Code of Regulations (C.C.R.), Sections 50111 and 51009)

The Medi-Cal Eligibility Manual, Section 2-H, titled "Confidentiality of Medi-Cal Case Records," referring to Section 14100.2, a, b, f, and h, W&I Code, provides in part that:

- "(a) All types of information, whether written or oral, concerning a person, made or kept by any public office or agency in connection with the administration of any provision of this chapter \*... shall be confidential, and shall not be open to examination other than for purposes directly connected with administration of the Medi-Cal program."
- "(b) Except as provided in this section and to the extent permitted by Federal Law or regulation, all information about applicants and recipients as provided for in subdivision (a) to be safeguarded includes, but is not limited to, names and addresses, medical services provided, social and economic conditions or circumstances, agency evaluation or personal information, and medical data, including diagnosis and past history of disease or disability."
- "(f) The State Department of Health Services may make rules and regulations governing the custody, use and preservation of all records, papers, files, and communications pertaining to the administration of the laws relating to the Medi-Cal program \*\*...."
- "(h) Any person who knowingly releases or possesses confidential information concerning persons who have applied for or who have been granted any form of Medi-Cal benefits \*\*\*... for which State or Federal funds are made available in violation of this section is guilty of a misdemeanor."

\*, \*\*, \*\*\* The State of California's Statute for Medicaid Confidentiality can be found at the following web address:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/Medicaidstatute.aspx>







**COUNTY OF LOS ANGELES  
AGREEMENT FOR ACCEPTABLE USE  
AND CONFIDENTIALITY OF COUNTY INFORMATION ASSETS**

(Note: Authorized signatory must sign at time of contract execution. For employee(s) and non-employee(s), Contractor shall make available within three (3) business days upon DMH request)

**ANNUAL**

As a County of Los Angeles (County) Workforce Member, and as outlined in Board of Supervisors Policy [6.101](#) "Use of County Information Assets", I understand and agree:

- That I occupy a position of trust, as such I will use County Information Assets in accordance with countywide and Departmental policies, standards, and procedures including, but not limited to, Board of Supervisors Policy [9.015](#) "County Policy of Equity" (CPOE) and Board of Supervisors Policy [9.040](#) "Investigations Of Possible Criminal Activity Within County Government".
- That I am responsible for the security of information and systems to which I have access or to which I may otherwise obtain access even if such access is inadvertent or unintended. I shall maintain the confidentiality of County Information Assets (as defined in Board of Supervisors Policy [6.100](#) – Information Security Policy).
- That County Information Assets must not be used for:
  - Any unlawful purpose;
  - Any purpose detrimental to the County or its interests;
  - Personal financial gain;
  - In any way that undermines or interferes with access to or use of County Information Asset for official County purposes;
  - In any way that hinders productivity, efficiency, customer service, or interferes with other County Workforce Members performance of his/her official job duties.
- That records, files, databases, and systems contain restricted, confidential or internal use information (i.e. non-public information) as well as Public information. I may access, read or handle Non-public information to the extent required to perform my assigned duties. Although I may have access to Non-public information, I agree to not access such information unless it is necessary for the performance of my assigned duties.
- Not to divulge, publish, share, expose or otherwise make known to unauthorized persons, organization or the public any County Non-public Information. I understand that:
  - I may divulge Non-public Information to authorized County staff and managers as necessary to perform my job duties;
  - I may divulge Non-public Information to others only if specifically authorized to do so by federal, state, or local statute, regulation or court order, and with the knowledge of my supervisor or manager;
  - I may not discuss Non-public Information outside of the workplace or outside of my usual work area;
  - To consult my supervisor or manager on any questions I may have concerning whether particular information may be disclosed.
- To report any actual breach of Information Security or a situation that could potentially result in a breach, misuse or crime relating to County Information Assets whether this is on my part or on the part of another person following proper County and Departmental procedures. I understand that I am expected to assist in protecting evidence of crimes

*The signed copy of this agreement must be maintained by Business Associate / Contractor*

relating to Information Assets and will follow the instructions of, and cooperate, with management and any investigative response team.

- I have no expectation of privacy concerning my activities related to the use of, or access to, County Information Assets, including anything I create, store, send, or receive using County Information Assets. My actions may be monitored, logged, stored, made public, and are subject to investigation, audit and review without notice or consent.
- Not possess a County Information Asset without authorization. Although I may be granted authorization to possess and use a County Information Asset for the performance of my duties, I will never be granted any ownership or property rights to County Information Assets. All Information Assets and Information is the property of the County. I must surrender County Information Assets upon request. Any Information Asset retained without authorization will be considered stolen and prosecuted as such.
- Not intentionally, or through negligence, damage or interfere with the operation of County Information Assets.
- To neither, prevent authorized access, nor enable unauthorized access to County Information Assets.
- To not make computer networks or systems available to others unless I have received specific authorization from the Information Owner.
  - Not share my computer identification codes and other authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, ID cards/tokens, biometric logons, and smartcards) with any other person or entity. Nor will I keep or maintain any unsecured record of my password(s) to access County Information Assets, whether on paper, in an electronic file.
  - I am accountable for all activities undertaken through my authentication mechanisms (e.g., logon identification (ID), computer access codes, account codes, passwords, ID cards/tokens, biometric logons, and smartcards).
- To not intentionally introduce any malicious software (e.g., computer virus, spyware, worm, key logger, or malicious code), into any County Information Asset or any non-County Information Systems or networks.
- To not subvert or bypass any security measure or system which has been implemented to control or restrict access to County Information Assets and any restricted work areas and facilities.
  - Disable, modify, or delete computer security software (e.g., antivirus, antispayware, firewall, and/or host intrusion prevention software) on County Information Assets. I shall immediately report any indication that a County Information Asset is compromised by malware following proper County and Departmental procedures.
- To not access, create, or distribute (e.g., via email, Instant Messaging or any other means) any offensive materials (e.g., text or images which are defamatory, sexually explicit, racial, harmful, or insensitive) on County Information Assets, unless authorized to do so as a part of my assigned job duties (e.g., law enforcement). I will report any offensive materials observed or received by me on County Information Assets following proper County and Departmental procedures.
- That the Internet is public and uncensored and contains many sites that may be considered offensive in both text and images. I shall use County Internet services in accordance with countywide and Departmental policies and procedures. I understand

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that County Internet services may be filtered and that my use of resources provided on the Internet may expose me to offensive materials. I agree to hold County harmless from and against any and all liability and expense should I be inadvertently exposed to such offensive material.

- That County electronic communications (e.g., email, instant messages, etc.) created, sent, and/or stored using County electronic communications services are the property of the County. I will use proper business etiquette when communicating using County electronic communications services.
- Only use County Information Assets to create, exchange, publish, distribute, or disclose in public forums and social media (e.g., blog postings, bulletin boards, chat rooms, Twitter, Instagram, Facebook, MySpace, and other social media services) in accordance with countywide and Departmental policies, standards, and procedures.
- Not store County Non-public Information on any Internet storage site except in accordance with countywide and Departmental policies, standards, and procedures.
- Not copy or otherwise use any copyrighted or other proprietary County Information Assets (e.g., licensed software, documentation, and data), except as permitted by the applicable license agreement and approved by County Department management. Nor will I use County Information Assets to infringe on copyrighted material.
- That noncompliance may result in disciplinary action (e.g., suspension, discharge, denial of access, and termination of contracts) as well as both civil and criminal penalties and that County may seek all possible legal redress.

I HAVE READ AND UNDERSTAND THE ABOVE AGREEMENT:

\_\_\_\_\_  
Business Associate / Contractor  
Workforce Member's Name

\_\_\_\_\_  
Business Associate / Contractor  
Workforce Member's Signature

\_\_\_\_\_  
Business Associate / Contractor  
Workforce Member's ID Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Business Associate / Contractor  
Manager's Name

\_\_\_\_\_  
Business Associate / Contractor  
Manager's Signature

\_\_\_\_\_  
Business Associate / Contractor  
Manager's Title

\_\_\_\_\_  
Date

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## Attachment II

### County of Los Angeles - Department of Mental Health Patient/Client Transportation Service Provider Listing

NO.	PATIENT/CLIENT TRANSPORTATION PROVIDER	ADDRESS	SUPERVISORIAL DISTRICT
1.	Ambulnz Health, LLC dba Impulse Ambulance	1059 East Bedmar Street Carson, CA 90746	2
2.	American Professional Ambulance Corporation	16945 Sherman Way Van Nuys, CA 91406	3
3.	Dibiassi Corporation dba Southern California	5363 Alhambra Avenue Los Angeles, CA 90032	1
4.	Guardian Medical Transport Inc., dba Guardian Ambulance Service	123 West Bellevue Drive, Ste. 4 Pasadena, CA 91105	5
5.	MedCoast MedServices, Inc. dba MedCoast Ambulance	3951 Medford Street Los Angeles, CA 90063	1
6.	MedReach, Inc. dba MedReach Ambulance	1303 Kona Drive Rancho Dominguez, CA 90220	2
7.	Skori, Inc. dba West Coast Ambulance	647 W. Avenue L-14 Lancaster, CA 93534	5