



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

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November 3, 2020

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

APPROVED BY THE CEO

NOV 03 2020

BY DELEGATED AUTHORITY

Dear Supervisors:

**APPROVAL TO EXECUTE MEMORANDA OF UNDERSTANDING FOR THE  
COORDINATION OF SPECIALTY MENTAL HEALTH SERVICES BETWEEN THE  
DEPARTMENT OF MENTAL HEALTH AND LOS ANGELES COUNTY  
UNIFIED SCHOOL DISTRICTS  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute Memoranda of Understanding with the Los Angeles County Unified School Districts for the coordination and delivery of mental health services to enrolled students and their families who reside in the school district.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Director of the Department of Mental Health (Director), or his designee, to prepare, sign, and execute Memoranda of Understanding (MOUs), substantially similar to Attachment I, with the Unified School Districts listed in Attachment II, for the coordination and delivery of specialty mental health services. The MOUs will be effective upon Board of Supervisors' (Board) approval and will continue until terminated by one or both parties. There is no cost associated with this action.
2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future, substantially similar MOUs, as in Attachment I, with other school districts within Los Angeles County (County), on an as-needed basis, subject to the prior review and

approval as to form by County Counsel, with written notification to the Board and Chief Executive Officer (CEO). The MOUs will be effective upon execution and continue until terminated by one or both parties. Additionally, there will be no costs associated with these substantially similar MOUs.

3. Delegate authority to the Director, or his designee, to prepare, sign, and execute future amendments to the MOUs in Recommendations 1 and 2, as necessary, to: add, delete, modify, or replace programs, services, and/or the existing Statement of Work; add or delete service sites, and/or reflect federal, State, and County regulatory and/or policy changes, provided that the amendments are subject to prior review and approval as to form by County Counsel, with written notification to the Board and CEO.
4. Delegate authority to the Director, or his designee, to terminate any MOUs, described in Recommendations 1 and 2 in accordance with the Termination provision. The Director, or his designee, will notify the Board and CEO, in writing, of such termination action.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS**

School mental health services utilize a public health approach when addressing the range of students' social-emotional needs within an educational setting. There are an array of services within this public health approach, including mental health promotion, prevention, and case specific services. Prevention in a mental health context involves reducing risk factors or stressors, building protective factors and skills, and increasing support for students. Prevention also promotes positive cognitive, social and emotional development, and encourages a state of wellbeing; thereby allowing students to function well in the face of changing, and sometimes challenging, circumstances. As such, DMH clinical staff will provide mental health services to children enrolled in their respective school districts and their families via tele-mental health services due to the State's stay-at-home order. Upon the State's lifting of the stay-at-home order and school districts re-opening, a district may resume face-to-face counseling, in addition to tele-mental health services.

Board approval of Recommendation 1 will allow DMH to enter into an MOU with each respective Unified School District listed in Attachment II for the coordination and delivery of specialty mental health services to enrolled students and their families.

Board approval of Recommendation 2 will allow DMH to execute future MOUs with additional County school districts to expand access and delivery of specialty mental health services to enrolled students and their families.

Board approval of Recommendation 3 will allow DMH to amend the MOUs, as necessary, to reflect programmatic, policy and/or service delivery changes.

Board approval of Recommendation 4 will enable DMH to terminate the MOUs in Recommendations 1 and 2 in accordance with the MOU's Termination provision, as necessary.

### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

These recommendations support the County's Strategic Plan Goal I, "Make Investments That Transform Lives," and Strategic Plan Goal II, "Foster Vibrant and Resilient Communities."

### **FISCAL IMPACT/FINANCING**

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

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

Mutual indemnification language has been added to the County's standard indemnification provision. As such, each school district would be responsible for any loss arising from this MOU unless the loss or damage is caused by the County. The school districts are considered government entities; therefore, the addition of the mutual indemnification language does not significantly expose the County to risk.

The attached MOU format (Attachment I) has been approved as to form by County Counsel.

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

Board approval of the proposed actions will allow DMH to continue providing mental health services to local school districts who request them.

Respectfully submitted,



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

JES:GCP:ES:SK:yy

Attachment(s)

c: Executive Office, Board of Supervisors  
Chief Executive Office  
County Counsel



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH**

**AND**

**UNIFIED SCHOOL DISTRICT**

**FOR**

**SPECIALTY MENTAL HEALTH SERVICES**

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH  
AND  
[INSERT DISTRICT] UNIFIED SCHOOL DISTRICT  
FOR  
SPECIALTY MENTAL HEALTH SERVICES**

**1. PURPOSE / OBJECTIVE OF THIS MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is between the Los Angeles County Department of Mental Health ("DMH") and the [INSERT DISTRICT] Unified School District ("District"), for the provision of specialty mental health services and/or training/education on issues related to mental health for students in Los Angeles County, their families, and their respective communities. District and DMH are also referred to individually as "Party," and collectively as "Parties."

This MOU sets forth the terms and conditions between DMH and the District and the roles and responsibilities of the Parties for the provision of specialty mental health services.

**2. BACKGROUND**

**2.1. Los Angeles County Unified School Districts**

There are 80 autonomous unified school districts, within Los Angeles County, each with their own governing boards. Each school district has a framework and core standards, in accordance with the Common Core State Standards, designed to encourage the highest achievement of every student at each grade level. As such, mental health services provided in these school districts further promote academic achievement by addressing the unique individual needs of students exhibiting learning and/or behavioral problems. Mental health services may include, but are not limited to, academic counseling, brief interventions to address behavior problems, assessments, and referrals to other systems.

**2.2. Los Angeles County Department of Mental Health**

The DMH is the largest county-operated mental health department in the United States and serves as Los Angeles County's Local Mental Health Plan. The Mental Health Services Act (MHSA), also known as Proposition 63, was enacted by voters in November 2004. The intent of this law was to transform the mental health system in California. As such, the MHSA provides opportunities for the fields of education and mental health to work together to assist the Los Angeles County's children and youth in achieving their educational and personal goals, as data show that mental health issues can lead to failure in school and increased dropout rates.

DMH provides specialty mental health services to the school districts, as a result of local planning efforts for the MHSA's Prevention and Early



Intervention component that began in August 2007. Additionally, these services are provided by DMH staff located throughout the County.

### 3. DEFINITION OF TERMS

3.1 The headings contained herein are for convenience and reference only and are not intended to define the scope of any provision thereof. The following terms as used herein shall be construed to have the following meanings, unless expressly defined otherwise in this MOU:

3.1.1. **Community Members:** For the purposes of this MOU, community members are individuals who may live, learn, and work in a specified community and may have formal leadership roles in community organizations. As such, these individuals may receive information and/or training related to the delivery of school mental health services; however, they do not receive any direct mental health services from DMH.

3.1.2. **County of Los Angeles Board of Supervisors:** The Board of Supervisors of the County of Los Angeles acting as the governing body.

3.1.3. **County MOU Administrator:** A contract analyst from the County's Contracts, Development and Administration Division (CDAD) within the Department of Mental Health responsible for the development and administration of the MOU.

3.1.4. **County MOU Lead(s):** County program staff that shall serve as a liaison between DMH and the school site. This individual(s) will work with District's MOU Lead to ensure that mental health services are being appropriately provided to students and/or their families as described in the Statement of Work. The County MOU Lead will also be the contact for all correspondence and issues regarding service delivery.

3.1.5. **County MOU Manager:** Designated individual that shall serve as the manager for this MOU. This individual has the authority to resolve certain matters that are out of the County MOU Lead's scope of authority.

3.1.6. **Department of Mental Health (DMH):** County of Los Angeles Department of Mental Health.

3.1.7. **District MOU Lead(s):** School District staff person(s) that shall serve as a liaison between school site and DMH. This individual(s) will work with County's MOU Lead to ensure that mental health services are being appropriately provided to students and/or their families as described in the Statement of Work. This individual must understand the referral process and have the ability to administer the appropriate paperwork/documentation for the referral.

- 3.1.8. **District MOU Manager:** Designated individual that shall serve as the manager for this MOU. This individual has the authority to resolve certain matters that are out of the District's MOU Lead's scope of authority.
- 3.1.9. **Directly Operated (DO) Clinic:** An outpatient mental health clinic directly operated by DMH.
- 3.1.10. **Educational Rights Holder:** A person, including a court-appointed representative, responsible for protecting the child's rights and interests with respect to educational or developmental services, including any special education and related services. Natural/biological parents are presumed to be the educational rights holders unless the child is in a legal guardianship (and letters are issued to the guardian), has been freed for adoption, parental rights have been terminated, or the Court has otherwise specifically limited parents' educational rights. (Ed. Code § 56028; Welfare and Institutions Code §§ 361 and 726.)
- 3.1.11. **FERPA:** The Family Educational Rights and Privacy Act. Federal law that protects the privacy of student education records.
- 3.1.12. **HIPAA:** The Health Insurance Portability and Accountability Act of 1996. The use and disclosure of individuals' health information (known as "protected health information") by entities subject to the Privacy Rule.
- 3.1.13. **IDEA:** Individuals with Disabilities Education Act. Federal Law that requires public schools create an Individualized Education Program (IEP) for each student who qualifies for special education services based on their disabling condition as defined by law. Only students with specified disabilities are eligible for coverage under the IDEA.
- 3.1.14. **Mandated Reporter:** An individual required to report observed or suspected child abuse or neglect to designated law enforcement or social services agencies.
- 3.1.15. **Memorandum of Understanding (MOU):** An agreement executed and approved by and between DMH, the District and their relevant governing bodies. The agreement sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other related work.
- 3.1.16. **MHSA:** The Mental Health Services Act. Law in California that provides funding, personnel, and resources to support county mental health programs.
- 3.1.17. **Outpatient Care Services:** An array of services designed for individuals who have less need for ongoing engagement and crisis-focused care, such as Full Service Partnership. Services are

designed to meet the mental health needs of individuals at different stages of recovery. Outpatient Care Services provides a continuum of care so that individuals can receive the care they need, when they need it and in the most appropriate setting.

- 3.1.18. **Parties:** The entities that have entered into this MOU.
- 3.1.19. **Prevention and Early Intervention (PEI):** One of five required components under the MHSA designed to prevent mental illness from becoming severe and disabling, with an emphasis on improving timely access to services for underserved communities.
- 3.1.20. **Service Area (SA):** One of the eight (8) geographic service areas within Los Angeles County.
- 3.1.21. **Service Area School Based Mental Health Service Coordinator:** DMH Staff that will serve as a liaison between DMH and the local school districts to monitor the school mental health services, by tracking the sites and assisting with troubleshooting/problem solving issue to ensure the delivery of quality of mental health services. Each service area shall have one coordinator.
- 3.1.22. **Statement of Work (SOW):** The SOW outlines the relevant provision of services between the Parties.
- 3.1.23. **District:** Elementary and high school districts combined into a single school district under one board of education.

#### 4. **TERM OF MOU**

The term of this MOU is effective upon signature of an authorized signer on behalf of the DMH and the [INSERT DISTRICT] Unified School District as well as the approval of the Governing Board.

#### 5. **TERMINATION**

DMH or the District, at any time and for any reason, may provide written notice terminating this MOU. The written notice of termination may be transmitted by electronic mail and/or USPS. The date upon which such termination becomes effective shall be no less than **30** calendar days from the intended termination date specified in the written notification.

#### 6. **MODIFICATIONS**

Any alteration, change, or modification of this MOU, shall be prepared in writing and made effective upon mutual and authorized signature of each Party.

#### 7. **FUNDING**

This is a non-monetary MOU and is free of charge to the District. No element of this MOU is construed to imply any form of financial obligation or liability on any

Party, nor confer on one Party the capacity to represent or act as an agent of the other.

## **8. WORK**

Pursuant to the provisions of this MOU, both Parties shall fully perform all tasks, services and other work as set forth in Exhibit 1 – Statement of Work.

## **9. COMPLIANCE WITH LEGAL REQUIREMENTS**

### **9.1. Reporting Suspected Child Abuse and Neglect**

9.1.1. A child abuse report must be filed by a mandated reporter when they have knowledge of, or observes a child in their professional capacity or within their scope of employment, whom they know or reasonably suspect has been the victim of child abuse or neglect. Reasonable suspicion occurs when it is objectively reasonable for a person to entertain such suspicion, based on facts that could cause a reasonable person in a like position, drawing, when appropriate, on their training and experience, to suspect child abuse or neglect.

9.1.2. California's Child Abuse and Neglect Reporting Act (CANRA) outlines a mandated reporter's obligations and when they are required to file an abuse report. It is essential that mandated reporters become familiar with the detailed requirements as specified in CANRA, which is set forth in California Penal Code sections 11164 - 11174.3.

### **9.2. Duty to Warn**

9.2.1. It is a legal mandate and duty to warn appropriate persons and protect any reasonably identifiable victim(s) of a serious threat communicated by a client, or when a client indicates the intention of doing something harmful, dangerous or criminal to *self or others*. When the presence of a threshold risk has been determined, both DMH and District staff shall take actions to warn and protect reasonably identifiable potential victims of clients consistent with applicable law, including provisions of the Civil Code, the Welfare and Institutions Code (WIC), the requirements of the Tarasoff decision, and the 2004 Ewing v. Goldstein Court of Appeals decision.

9.2.2. A threshold risk is an identification of a client's risk of harm to others from a clinical assessment in which a homicidal or other threat has been made and/or threatening behaviors have been identified that appear to pose a serious threat of physical violence and imminent danger to others. The threat is clear, specific, and plausible.

When such a situation arises, DMH and District staff must break confidentiality and warn 1) the family of an individual who intends to harm her or himself, 2) others the individual's actions may harm, and/or 3) appropriate authorities and emergency responders.

9.2.3. DMH and District staff must comply with all legal requirements and the District's protocols and procedures when responding to a client/student's suicidal thoughts, plans, statements or actions/inactions and/or when the presence of a threshold risk has been determined.

9.2.4. DMH staff shall confer/comply with DMH Policy 303.01 – Exhibit 8 Duty to Warn and Protect Third Parties in Response to a Threat.

**9.3. Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Family Educational Rights and Privacy Act (FERPA):**

9.3.1. The Parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its implementing regulations. County understands and agrees that, as a provider of medical treatment services, it constitutes a "covered entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

9.3.2. The Parties acknowledge their separate and independent obligations with respect to HIPAA and FERPA and that such obligations relate to transactions and code sets, privacy, security and disclosure of student records. The Parties understand and agree that each of them are separately and independently responsible to comply with FERPA and HIPAA, to the extent applicable, and that neither has undertaken any responsibility to comply with FERPA and HIPAA, on behalf of the other.

9.3.3. The Parties understand and agree that each is independently responsible for FERPA and HIPAA compliance and agree to take all necessary and reasonable actions to comply with the their requirements, and to the extent applicable, as related to transactions and code sets, privacy, security and disclosure of student records.

9.3.4. Each Party further agrees that, should it fail to comply with its obligations under HIPAA and FERPA, it shall indemnify and hold harmless the other Party (including the other Party's officers, employees, and agents), for any applicable legal and equitable

remedies to the other Party that are attributable to such failure.

#### **9.4. Liability / Indemnification**

- 9.4.1. The County shall defend indemnify, and hold harmless the District, its officers, agents and employees against any and all claims, losses, damages, liabilities, recoupments, and expenses, in addition to any lawsuits that may arise for damages due to death or injury to persons or property arising from or connected with services rendered by DMH, its officers, agents or employees under this MOU. While engaged in performance of this MOU, the County is an independent entity and not an officer, agent, or employee of the District.
- 9.4.2. The District shall defend indemnify, and hold harmless the County, its officers, agents, and employees against any and all claims, losses, damages, liabilities, recoupments, and expense regardless of form, in addition to any lawsuits that may arise for damages due to death or injury to person or property arising from or connected with services rendered by the District, its officers, agents or employees under this MOU. While engaged in performance of this MOU, the District is a local educational agency (LEA) and not an officer, agent, or employee of the County.

#### **9.5. Complaints and Grievances**

##### **9.5.1. DMH**

In the event that a student and/or a family member(s) requests to file a complaint or grievance against the County, DMH will provide to student and educational rights holder information on the Grievance & Appeals Procedures as explained in Exhibit 5 (Grievance and Appeal Procedures – A Consumer Guide), which includes the contact information for Patient’s Rights, during the intake meeting. DMH shall attempt to resolve a complaint received from a client, student and/or his/her educational rights holder in accordance with the outlined grievance procedures and shall, within 24 hours of the grievance filing, notify the District, in writing, of the allegations. Additionally, DMH shall notify such complainant that he or she may file a Grievance and/or contact Patient’s Rights and/or the Site Administrator to further pursue the complaint.

##### **9.5.2. District**

In the event that a student and/or the educational rights holder requests to file a complaint or grievance against the District, the District shall first attempt to resolve the complaint(s) informally by meeting and conferring in good faith to address and resolve the dispute(s). The District shall handle and respond to the

grievance/complaint in accordance with the law and the District's policies and procedures and shall notify DMH, in writing, within 24 hours of the grievance filing.

## **10. Child Find Obligations (IDEA)**

- 10.1.** The District offering/recommending any of the supports/services referenced in this MOU to its students should not be construed as the student requiring special education and related services, or any other services resulting from any disabling condition.
- 10.2.** "Child find" is the affirmative, ongoing obligation of states and local districts to identify, locate, and evaluate all children with disabilities residing within the jurisdiction who are in need of special education and related services. If DMH has reason to suspect that a student may need special education and related services after initiating the services referenced in this MOU, DMH shall advise the District immediately so that the District may consider referring that student for a special education evaluation as required by federal and state law.

## **11. Assignment / Merger**

Neither this MOU nor any duties or obligations herein may be assigned without the prior written consent of the other Party. This MOU supersedes any and all MOUs, either oral or written, between the Parties with respect to the renewing of referrals/services and contains all of the MOUs, covenants and representations. Each Party to this MOU acknowledges that no representations, inducements, promises or statements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, which are not contained in this MOU, and that no other MOU, statement or promise not contained herein shall be binding or valid.

## **12. Disputes**

In the event that a dispute between DMH and the District arises concerning the terms of the MOU, the Parties shall bring the dispute to the attention of the County's MOU Manager, in writing, and the District's MOU Manager (collectively the "Managers"), for the purposes of informal resolution. The Managers shall meet and confer within 5 calendar days of receiving written notice of the dispute. If the Managers are unable to resolve the dispute informally as referenced above, the Director of DMH, or designee, and the District's Superintendent or designee, shall meet and confer with each other in attempt to resolve the dispute.

## **13. Notices**

All notices or demands required or permitted to be given or made under this MOU shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, or via electronic mail addressed to the Parties as identified in Exhibit 6 – County Administration and Exhibit 7 –

District Administration. Addresses may be changed by either Party giving ten (10) days prior written notice thereof to the other Party.

## **14. Background Clearances**

### **14.1 DMH**

- 14.1.1 The DMH warrant that its employees that will be on the school campuses are adequately screened, including but not limited to, Department of Justice/Federal Bureau of Investigations (DOJ/FBI) background clearances and fingerprinting clearances in accordance with Welfare and Institutions Code 16501 K(1)(A-F) and K(2) (see link below for additional information), to prevent the assignment of personnel who may pose a threat to the safety and welfare of students in accordance with State and federal law. DMH shall not be responsible for providing and/or funding the fingerprinting, screenings, or background clearances for the District or any of its employees.

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=16501.&lawCode=WIC#:~:text=\(a\)%20\(1\)%20As,%2C%20dependent%2C%20or%20neglected%20children.](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=16501.&lawCode=WIC#:~:text=(a)%20(1)%20As,%2C%20dependent%2C%20or%20neglected%20children.)

### **14.2 District**

- 14.2.1 The District shall warrant that its employees who are on the school campuses are adequately screened, including but not limited to, (DOJ/FBI) background clearances and fingerprinting clearances in accordance with Education Code section 45125 (see link below for additional information), to prevent the assignment of personnel who may pose a threat to the safety and welfare of students in accordance with State and federal law. The District shall not be responsible for providing and/or funding the fingerprinting, screenings, or background clearances for the DMH or any of its employees.

[http://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?lawCode=EDC&sectionNum=45125.1.](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=EDC&sectionNum=45125.1.)

### **14.3 Individual with Criminal History**

- 14.3.1 In the event that either Party learns of any criminal history information regarding anyone performing services pursuant to this MOU, DMH and the District shall immediately determine whether such person may continue to perform the services set forth in this MOU in accordance with the law, County of Los Angeles Policies for the Designation of Sensitive Positions and Conviction History Assessments (see Exhibit 9) and applicable District policy.



**15. Confidentiality**

Both Parties shall maintain the confidentiality of all records, including health and student records, and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality.

**16. Counterparts**

This MOU may be signed and delivered in two or more counterparts, each of which, when so signed and delivered, shall be an original, but such counterparts together shall constitute the one instrument that is the MOU, and the MOU shall not be binding on any Party until all Parties have signed it. Facsimile signatures shall be deemed for all intents and purposes as binding as original signatures.

**17. Applicable Law**

This MOU shall be construed in accordance with, and be governed by, the laws of the State of California, and shall be interpreted as if jointly drafted by the Parties to this MOU.

**18. Enforceability**

This MOU shall be enforceable in a competent court of law under the laws of the state of California. This MOU may be subject to disclosure in a competent court of law for purposes of enforceability.

**19. Severability**

The Parties agree that should any of the provisions of this MOU be judicially determined to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

**20. Headings**

The headings contained in this MOU are provided exclusively for reference and the convenience of the Parties. No legal significance of any type shall be attached to the headings.

**21. Authorized Signatures**

The individuals signing this MOU, as indicated in Exhibit 6 – County Administration and Exhibit 7 – District Administration, warrant that they are authorized to do so, and further, that they are authorized to make the promises in this MOU on behalf of the respective Parties. The Parties understand and agree that a breach of this warranty shall constitute a breach of the MOU and shall entitle the non-breaching party to all appropriate legal and equitable remedies against the breaching party.

**22. Conflict of Interest**

The DMH represents and warrants that he/she/it presently has no interest, and shall not acquire any interest, direct or indirect, financial or otherwise, which conflicts in any manner or degree with the District or with the performance of the services under this MOU. The District further represents that it shall not engage any person having such conflict of interest to perform the services set forth in this MOU.

**23. Board Approval**

The Parties acknowledge and agree that this MOU is contingent upon approval by the Los Angeles County Board of Supervisors and District Board of Education. In the event that either Party's governing body rejects the MOU, or if the MOU is not approved, the MOU shall be void and unenforceable against all the Parties.

**24. Review of the MOU**

The Parties acknowledge this MOU is freely and voluntarily executed. They further acknowledge that the Parties, in executing this MOU, do not rely upon any inducements, promises, or representations, expressed or implied, not reflected in this MOU. The Parties agree to cooperate fully in the execution of any and all other documents and/or additional actions necessary and/or appropriate to give full force and effect to the terms, provisions, and intent of this MOU. The Parties represent that they were provided with an opportunity to consult with legal counsel of their own choosing regarding this MOU and each of its provisions. The Parties further represent that they have, as of the date of execution of this MOU, the legal capacity to understand, agree to, and sign this MOU.

**25. Not Precedent Setting**

The terms and conditions of this MOU are unique only to this matter and shall not be used as precedent in any future matters involving the District, or any of its respective officers, employees, governing boards, insurers, reinsurers, attorneys, successors, representatives and agents.

**26. Force Majeure**

In the event that performance under this Agreement is reasonably delayed or suspended by any Party as a result of circumstances beyond the reasonable control and without the fault or negligence of said Party, none of the Parties shall incur any liability to the other Party as a result of such delay or suspension. Circumstances deemed to be beyond the control of the Parties shall include, but not be limited to, acts of God or of the public enemy, school closures, insurrection, acts of the federal government or any unit of state or local government in sovereign capacity, fires, floods, quarantine restrictions, strikes, freight embargoes or delays in transportation, to the extent that such circumstances are not caused by the Party's willful or negligent acts or omissions, and to the extent that they are beyond the Party's reasonable control.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Memorandum of Understanding to be subscribed by County's Director of Mental Health or his designee, and the [INSERT DISTRICT] Unified School District Board of Education or his/her designee, has caused this Memorandum of Understanding to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

Department of Mental Health

[INSERT DISTRICT] Unified School District

\_\_\_\_\_  
Jonathan E. Sherin, MD, PhD  
Director

\_\_\_\_\_  
Authorized Signatory  
Title of Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

DISTRICT LEGAL COUNSEL:

DATED: \_\_\_\_\_ BY: \_\_\_\_\_

**MOU-Specialty Mental Health Services  
EXHIBIT 1 - STATEMENT OF WORK**

**I. MOU PARTIES**

- A. **DMH [INSERT NAME OF DO CLINIC/PROGRAM]** located in Service Area \_\_\_ will provide culturally and linguistically appropriate services to all age groups. Services are offered in English and in the following language(s), **if applicable: [INSERT LANGUAGE(S)]**
- B. **[INSERT DISTRICT]** Unified School District (“XUSD” or “District”) is a California local educational agency located within the boundaries of the County of Los Angeles.

**II. OVERVIEW OF SCHOOL MENTAL HEALTH SERVICES**

School mental health services utilize a public health approach (e.g., universal, selective, and indicated services) to address the range of social-emotional needs to support students within the educational setting. Within this public health approach, there is an array of services including mental health promotion, prevention and early intervention.

Prevention in mental health involves reducing risk factors or stressors, building protective factors and skills, and increasing support for students. Prevention also promotes positive cognitive, social and emotional development and encourages a state of wellbeing allowing students to function well in the face of changing, and sometimes challenging, circumstances. Early Intervention is directed toward individuals and families for whom a short (usually less than one year), relatively low-intensity intervention is appropriate to measurably improve mental health problems and avoid the need for more extensive mental health treatment.

School mental health services is designed to support schools in creating trauma- and resilience informed campuses to promote school safety, strong social-emotional development, and improved academic performance. Core objectives include the following:

- Providing quality, strength-based mental health services to students at school and/or within the community.
- Supporting students achieve personal and professional success at school and in the community.
- Strengthening and empowering family relationships with the aim of fostering hope, wellness, protective factors.

**III. DESCRIPTION OF SCHOOL MENTAL HEALTH SERVICES**

**A. Universal Service**

Universal services focuses on education and may involve training of students, parents/caregivers/educational rights holders, teachers, and community members regarding mental health facts and statistics, identifying mental health symptoms, how to respond and what steps to take for students to obtain the necessary supports. Universal services also supports increased access to care with an emphasis on broad, school-wide efforts to promote positive mental health. See Attachment A (Universal Services) for program details and required documentation. The MOU Leads for DMH and the District shall ensure that Sections C and D of Attachment A are completed prior to the execution of this MOU to ensure that the applicable mental health services will be provided accordingly.

**B. Selective Service**

The selective level of care includes mental health services, activities, resources, and supports intended to address the needs of at-risk and trauma-exposed students and families in an effort to reduce or prevent serious mental illness. See Attachment B (Selective Services) for program details and required documentation. The MOU Leads for DMH and the District shall ensure that Sections C, D, and E of Attachment B are completed prior to the execution of this MOU to ensure that the applicable mental health services will be provided accordingly.

**C. Indicated Service**

The indicated level of care focuses on the service delivery as a means to mitigate the impacts of trauma, while concurrently improving access to services for students and their families who experience early signs and symptoms of mental illness, and consequently require engagement/inclusion into the mental health system. See Attachment C (Indicated Services) for program details and required documentation. The MOU Leads for DMH and the District shall ensure that Sections C, D, E and F of Attachment C are completed prior to the execution of this MOU to ensure that applicable mental health services will be provided accordingly.

i. School-Based Mental Health Services

School-based mental health services are provided to enrolled students and their families by DMH staff located within the school community. HIPAA compliant campus space may be provided to DMH during designated hours each week for the provision of individual and group services. The space is provided at no cost to DMH under this MOU.

**MOU-Specialty Mental Health Services  
EXHIBIT 1 - STATEMENT OF WORK**

ii. School-Linked Mental Health Services

Under this MOU, school-linked mental health services are provided to enrolled students and their families. DMH may provide School-linked mental health services at DMH clinical site(s) and/or mobile clinic vehicle.

iii. Telemental Health Services

Telemental health references the mode of delivering mental health care services, via information and communication technologies to facilitate the diagnosis, consultation, treatment, education, care management, and self-management of a patient's health care. Telemental health facilitates patient self-management and caregiver support for patients, and includes synchronous interactions and asynchronous store and forward transfers.

All laws regarding the confidentiality of mental health care information and a patient's rights to the patient's medical information shall apply to telemental health interactions.

All laws and regulations governing professional responsibility, unprofessional conduct, and standards of practice that apply to a health care provider shall apply to DMH while providing telemental health services.

The therapist must assess whether the client is appropriate for telemental health, including, but not limited to, consideration of their psychosocial situation.

The therapist will utilize industry best practices for telemental health to ensure both client confidentiality and the security of the communication medium. Telemental health must be provided using a HIPAA compliant videoconferencing/video chat tool.

The therapist may discontinue telemental health services at any time to the extent such services are no longer appropriate and/or safe in accordance with the law.

The therapist must obtain verbal or written consent from the client for the use of telemental health as an acceptable mode of delivering mental health care services. For directly operated clinics, the most up to date appropriate consent form will be used.

The client may withhold or withdraw consent to the use of telemental health at any time. Withdrawal of consent shall not affect any future care or treatment.

**MOU-Specialty Mental Health Services  
EXHIBIT 1 - STATEMENT OF WORK**

iv. Referrals

Authorized District staff shall make referrals to DMH for the provision of mental health services. These referrals must be received via secure email, fax and/or telephone. The referrals shall be made using a mutually agreed upon form/process and must be approved by the Parties prior to the execution of this MOU. The mutually agreed upon referral form shall be listed as Exhibit 10.

**IV. MENTAL HEALTH BEST PRACTICES**

To ensure that all students and their families receive quality care, it is expected that DMH develop a collaborative relationship with District/school personnel and deliver mental health services in a confidential and convenient location for the student and parent/caregiver/educational rights holder. The following includes recommendations to ensure a strong collaboration and promote quality services:

- Facilitate frequent communication (no less than monthly) with school personnel regarding mental health referrals, status of linkage, case consultations, and any other concerns about the services being provided.
- Outreach and attend at least two school meetings/events in the school year in order to ensure school personnel (including teachers) are aware of the mental health resources on campus.
- Outreach and engage parents/caregivers/educational rights holder/families by participating in at least one school activity/event during the school year.
- Coordinate the provision of services and participate in consultation meetings as needed with school personnel.
- Offer informational sessions/trainings to school personnel, parents/caregivers/educational rights holder, and students on topics related to mental health.
- Store and process School Data in accordance with commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use.

**V. SERVICES TO BE PROVIDED**

**DMH - [INSERT NAME OF DMH DO CLINIC/PROGRAM]** shall provide the following school mental health services to students enrolled in the District. The following services will be delivered as described in Section III (Description of School Mental Health Services)

- Universal Services (Complete Attachment A)
- Selective Services (Complete Attachment B)
- Indicated Services (Complete Attachment C)

**VI. ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

All changes must be made in accordance with Paragraph 6.0 Modifications of the MOU.

**VII. POPULATION TO BE SERVED**

A. **DMH - [INSERT NAME OF DMH DO CLINIC/PROGRAM]**'s services shall target students enrolled at the following District's schools, their family, school personnel and community members.

1. XXX elementary school
2. XXX elementary school
3. XXX high school
4. XXX high school

B. Population specific to each level of service is described in the corresponding Attachment.

**VIII. STAFFING**

**A. Licenses, Waivers, Registrations**

DMH shall ensure that its staff providing services at District's sites maintain all licenses, permits, registrations, and certificates required by State and federal law and consistent with County/District policy.



**MOU-Specialty Mental Health Services  
EXHIBIT 1 - STATEMENT OF WORK**

DMH Staff

1. Clinical staff shall be licensed and registered with their relevant licensing board (e.g. California Board of Behavioral Sciences, California Board of Psychology, etc.).
2. Non-licensed master-level clinicians (e.g. ASW and MFT Interns) must have access and be directed by their clinical supervisor while rendering services on school campuses.
3. Master-level graduate student interns/trainees and non-master level staff (e.g. bachelor or undergraduate students) must have access to and be directed by a licensed clinical supervisor in order to render any services permitted by law on school campuses.
4. A trained Community Health Worker or Mental Health Promoter shall be made available to provide Community Outreach Services (COS) groups and/or educational mental health workshops.

**B. Health Clearance**

Both Parties will ensure that staff have received Tuberculosis (TB) screening and are clear of TB 60 days prior to the delivery of services. Certification of TB testing and clearance must be provided every four (4) years or as determined by applicable policy and/or regulations.

**IX. DATA COLLECTION**

**A. Development of Data Tracking**

The District shall collaborate with DMH to systematically collect and report the data elements required by the State of California as well as evaluating quality and performance indicators and outcomes at the program level as indicated in the **Data Collection and Outcomes** section of the respective service in Attachment A, B, or C.

**B. Data Sharing**

The Parties shall jointly own the data collected and identified in Exhibit 2 – Data Collection Tool. Referral data collected shall be made available to the District within three (3) business days of request.

**X. ROLES AND RESPONSIBILITIES**

**A. DMH County Administration**

1. Designate staff to serve as the MOU manager and/or designee for all correspondence regarding this MOU as indicated in Exhibit 6 – County Administration.

**MOU-Specialty Mental Health Services  
EXHIBIT 1 - STATEMENT OF WORK**

2. Designate a person(s) to serve as the MOU Lead, as indicated in Exhibit 6 – County Administration, for each school campus and/or DO clinic where school-based and/or school-linked services are to be provided.
3. Collaborate with the District to identify the need(s) and services to be delivered.
4. Follow the established coordinated referral system to track the number of referrals received, cases assigned and case status.
5. Coordinate provision of services and participate in consultation meetings as needed with District staff.
6. Develop a collaborative relationship with the District liaison and other relevant school staff to determine how to meet the needs of students and staff.
7. Provide referral and/or linkage services for educational rights holder and students when necessary.
8. Ensure that services offered meet the cultural, linguistic and other related needs of the populations served.

**B. [INSERT DISTRICT] Unified School District**

1. Designate a person(s) to serve as the District's MOU manager and/or designee for all correspondence regarding this MOU as indicated in Exhibit 7 - District Administration.
2. Designate a person(s) to serve as the MOU Lead, as indicated in Exhibit 7 - District Administration, for each school campus where school-based and/or school-linked services are to be provided.
3. Coordinate with DMH to schedule mental health services for students.
4. Provide space to DMH at no cost to host trainings and educational activities for students, parents/caregivers/educational rights holder, teachers and community members to attend.
5. Provide a HIPAA complaint office space at no cost to conduct confidential mental health services on the school campus.
6. Provide standard District training to DMH personnel about the District's crisis protocol including mental health crisis, active shooter, earthquake, and any other protocols DMH should be aware of. When there is an on-campus mental health crisis, the District's protocol shall be followed.
7. Identify, refer and link students in need of mental health services to DMH.

**MOU-Specialty Mental Health Services  
EXHIBIT 1 - STATEMENT OF WORK**

8. Follow the established referral system with DMH to track the number of referrals received, cases assigned and their status.
9. Inform students and parents/guardians/educational rights holder of the availability of mental health services at school.
10. Coordinate with mental health therapists and participate in consultation meetings as needed.
11. Attempt to obtain written parent/guardian/educational rights holder consent for the student to be referred to mental health services, to include but are not limited to medical or psychological services, including diagnostic services, treatment, counseling or any adjunct services.
12. Attempt to obtain from parent/guardian/educational rights holder the student's insurance information in the referral packet for financial screening.
13. Accept referrals from providers of Universal Services to address specific needs of students or families disclosed during the training, and link to necessary mental health services at the school.

**EXHIBIT 1**  
**ATTACHMENT A: UNIVERSAL SERVICES**

**COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH**  
**[INSERT NAME OF DMH DO CLINIC/PROGRAM]**

**DMH - [INSERT NAME OF DMH DO CLINIC/PROGRAM]**

will  will not render Universal Services at **[INSERT DISTRICT]** Unified School District.

**A. DESCRIPTION OF SERVICES**

Enrolled students, family members, teachers and community members of **[INSERT DISTRICT]** may be provided information on mental health facts and statistics, identifying mental health symptoms, how to respond and what steps to take to get assistance. This information may be provided in various forums, such as classroom presentations, mental health consultations, school-wide awareness campaigns, parent resource center presentations, and brochures depending on the needs of the school district. This may also include trainings tailored to the audience on topics such as trauma-informed care, implicit bias, vicarious trauma, suicide prevention, childhood disorders, and other topics based on the needs of the school district.

**B. TARGET POPULATION**

The target population may include all students enrolled at **[INSERT DISTRICT]**, their parents/caregivers/educational rights holder, school personnel and community members.

**C. SERVICES**

Check applicable boxes indicating the services that will be provided:

- Student focused outreach activities/trainings
- Parent/Caregiver/Educational Rights Holder focused outreach activities/trainings
- School staff focused outreach activities/trainings
- Community focused outreach activities/trainings

**D. NUMBER TO BE SERVED**

District will provide the projected number of individuals that will be served annually:

Table 1

Service Component	Number to be Served*
Student focused outreach/trainings	
Parent/caregiver/educational rights holder focused outreach/trainings	
School staff focused outreach/trainings	
Community focused outreach/trainings	

\*The number reflected in the table are approximations.

**EXHIBIT 1**  
**ATTACHMENT A: UNIVERSAL SERVICES**

**E. DATA COLLECTION AND OUTCOMES**

Outcomes and data shall be collected in association with the programs/activities delivered. For universal services, [INSERT NAME OF DMH DO CLINIC/PROGRAM] shall provide the following information to DMH's MHSAs Programs and Special Projects ([SchoolMH@dmh.lacounty.gov](mailto:SchoolMH@dmh.lacounty.gov)) who will maintain records of all the services provided to all schools Countywide. The following data elements must be collected using Exhibit 2- Data Collection Tool and reported annually for the duration of this MOU. [INSERT NAME OF DMH DO CLINIC/PROGRAM] shall complete Exhibit 3 - School-Based Mental Health Annual Data Log and submit to the respective Service Area School Based Coordinator. A Training Evaluation Form (Exhibit 4) shall be administered to participants at the end of each training delivered.

Table 2

<b>Data Required</b>	<b>Data Report</b>	<b>Submission Date</b>
Total number of individuals served	Aggregate data report	July 15 <sup>th</sup>
Number of outreach activities/trainings	Aggregate data report	July 15 <sup>th</sup>
Number of participants per outreach activity/training	Aggregate data report	July 15 <sup>th</sup>
Training evaluation/outcome summary report (per training)	Aggregate data report	July 15 <sup>th</sup>

**COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH**  
**[INSERT NAME OF DMH DO CLINIC/PROGRAM]**

**DMH - [INSERT NAME OF DMH DO CLINIC/PROGRAM]**

will  will not render Selective Services at **[INSERT DISTRICT]** Unified School District

**A. DESCRIPTION OF SERVICES**

Prevention in mental health involves reducing risk factors or stressors, building protective factors and skills, and increasing support. The selective level of care targets individuals or a subgroup whose risk of developing mental illness is significantly higher than average. It includes mental health services, activities, resources, and supports intended to address the needs of at-risk and trauma-exposed students and families in an effort to prevent serious mental illness.

**B. TARGET POPULATION**

Services will be prioritized for students who meet one or more of the following:

- Students who potentially have been exposed to trauma;
- Students experiencing barriers to functioning in a school setting due to mental health symptoms or trauma related exposure;
- Students exhibiting early symptoms of social-emotional distress;
- Students who have severe/mild/moderate emotional/psychological impairments, including suicidal and/or homicidal ideation; and/or
- Students with a parent/caregiver/educational rights holder with severe/mild/moderate emotional/ psychological impairments or has a substance abuse disorder or co-occurring disorders

**C. SERVICES**

**[INSERT NAME OF DMH DO CLINIC/PROGRAM]** will provide

School-Based  School-Linked Mental Health Services.

Check applicable boxes indicating the services that will be provided.

- Community psychoeducation groups
- Family psychoeducation groups
- Outreach and engagement
- Participate in consultation meetings as needed with school staff
- Referral and linkage
- Student psychoeducation groups
- Student / Parent/educational rights holder / Community / School Personnel support groups

**EXHIBIT 1**  
**ATTACHMENT B: SELECTIVE SERVICES**

**D. SCHEDULE OF SERVICES**

Services will be provided on the following days of the week and times:

Day	Time
<input type="checkbox"/> Monday	_____
<input type="checkbox"/> Tuesday	_____
<input type="checkbox"/> Wednesday	_____
<input type="checkbox"/> Thursday	_____
<input type="checkbox"/> Friday	_____

**E. NUMBERS TO BE SERVED**

Projected number of individuals that will be served annually.

Table 1

School Site	Number to be Served*

\*The numbers reflected in the table are approximations. The numbers represent the total for all the school sites combined for that category (i.e. elementary, middle and high school), not individual school sites.

**F. DATA COLLECTION AND OUTCOMES**

Outcomes and data shall be collected in association with the programs/activities delivered. For selective services, **[INSERT NAME OF DMH DO CLINIC/PROGRAM]** shall provide the following information to DMH’s MHA Programs and Special Projects ([SchoolMH@dmh.lacounty.gov](mailto:SchoolMH@dmh.lacounty.gov)) who will maintain records of all the services provided to all schools Countywide. The following data elements must be collected using Exhibit 2- Data Collection Tool and reported annually for the duration of this MOU. **[INSERT NAME OF DMH DO CLINIC/PROGRAM]** shall complete Exhibit 3 - School-Based Mental Health Annual Data Log and submit to the respective Service Area School Based Coordinator.

Table 2

Data Required	Data Report	Submission Date
Total number of individuals served	Aggregate data report	July 15 <sup>th</sup>
Number of outreach activities/trainings	Aggregate data report	July 15 <sup>th</sup>
Number of participants per outreach activity/training	Aggregate data report	July 15 <sup>th</sup>

**EXHIBIT 1**  
**ATTACHMENT C: INDICATED SERVICES**

**COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH**  
**[INSERT NAME OF DMH DO CLINIC/PROGRAM]**

**DMH - [INSERT NAME OF DMH DO CLINIC/PROGRAM]**

will  will not render Indicated Services at **[INSERT DISTRICT]** Unified School District.

**A. DESCRIPTION OF SERVICES**

The District's enrolled students and/or family members who are referred for mental health services will be contacted by designated DMH staff within three (3) business days and triaged/screened to identify the appropriate level of mental health services. For enrolled students and/or family members who meet criteria for services, a mental health assessment will be completed and services will be provided pursuant to the identified child/family needs. Appropriate referrals to address the identified needs will be made by designated staff. The location for the delivery of mental health services will be determined by the student/family needs and preference.

**B. TARGET POPULATION**

Services will be prioritized for students who meet one or more of the following:

- Students who potentially have been exposed to trauma;
- Students experiencing barriers to functioning in a school setting due to mental health symptoms or trauma related exposure;
- Students exhibiting early symptoms of social-emotional distress;
- Students who have severe/mild/moderate emotional/psychological impairments, including suicidal and/or homicidal ideation; and/or
- Students with a parent/caregiver/educational rights holder with severe/mild/moderate emotional/ psychological impairments or has a substance abuse disorder or co-occurring disorders

**Note:** To the extent applicable, a pupil shall be referred for special educational instruction and services only after the resources of the regular education program have been considered and, where appropriate, utilized. (Ed. Code § 56303.)

**C. SERVICES**

**DMH - [INSERT NAME OF DMH DO CLINIC/PROGRAM]** will provide

School-Based  School-Linked Mental Health Services

Check applicable boxes indicating the services that will be provided

- Assessment
- Collateral support
- Crisis intervention
- Family therapy and/or family focused interventions

**DMH - [INSERT NAME OF DMH DO CLINIC/PROGRAM]** and \_\_USD



**EXHIBIT 1**  
**ATTACHMENT C: INDICATED SERVICES**

- Group therapy
- Individual therapy
- Medication evaluation, management and support (only provided at the Medi-Cal Certified site)
- Outreach and engagement
- Rehabilitation services
- Referral and linkage
- Targeted case management
- Other (specify): \_\_\_\_\_

**D. SCHEDULE OF SERVICES**

Services will be provided on the following days of the week and times:

Day	Time
<input type="checkbox"/> Monday	_____
<input type="checkbox"/> Tuesday	_____
<input type="checkbox"/> Wednesday	_____
<input type="checkbox"/> Thursday	_____
<input type="checkbox"/> Friday	_____

**E. SERVICE DELIVERY**

Services will be delivered in the following locations (check all that apply):

- On site at \_\_\_\_\_ USD school campuses
- At the mental health clinic
- In the field
- In the home

**F. NUMBERS TO BE SERVED**

Projected number of individuals that will be served annually

Table 1

District School Site	Number to be Served*

\*The numbers reflected in the table are approximations.

**EXHIBIT 1**  
**ATTACHMENT C: INDICATED SERVICES**

**G. DATA COLLECTION AND OUTCOMES**

Outcomes and data shall be collected in association with the programs/activities delivered. For indicated services, **[INSERT NAME OF DMH DO CLINIC/PROGRAM]** shall provide the following information to DMH's MHSAs Programs and Special Projects ([SchoolMH@dmh.lacounty.gov](mailto:SchoolMH@dmh.lacounty.gov)) who will maintain records of all the services provided to all schools Countywide. The following data elements must be collected using Exhibit 2- Data Collection Tool and reported annually for the duration of this MOU. **[INSERT NAME OF DMH DO CLINIC/PROGRAM]** shall complete Exhibit 3 - School-Based Mental Health Annual Data Log and submit to the respective Service Area School Based Coordinator.

Table 2

Data Required	Data Report Type	Submission Dates
Number of clients referred and cases open	Aggregate	Annual Data: July 15 <sup>th</sup>
Number of referrals that declined services / linkage	Aggregate	Annual Data: July 15 <sup>th</sup>
Number of referrals that do not meet medical necessity	Aggregate	Annual Data: July 15 <sup>th</sup>
School Sites	Raw Data	Baseline Data: October 15 <sup>th</sup>  Annual Data: July 15 <sup>th</sup>















## Training Evaluation Form


 COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH  
 PROGRAM SUPPORT BUREAU - WORK FORCE EDUCATION AND TRAINING DIVISION

4843 2-7-17

COURSE TITLE: \_\_\_\_\_

MM DD YYYY

INSTRUCTOR(S): \_\_\_\_\_

DATE: / /

FACILITY: \_\_\_\_\_

OFFERING ID: \_\_\_\_\_

Please select one below that best identifies you:

Professional / Educational Status:

- Direct Services, County  
 Direct Services, Contractor  
 Support Services  
 Administration/Management  
 Religious/Spiritual Population

- Community Member  
 Community Organization  
 Mental Health Board  
 Interpreters

- PhD / PsyD / EdD / DSW  
 MA / MS / MPH / MSW  
 AA / BA / BS  
 HS or equivalent

- LCSW / LMFT  
 MD / DO  
 RN / NP

 Other (Specify) \_\_\_\_\_
LEARNING OBJECTIVES

	Excellent	Very good	Satisfactory	Fair	Poor	N/A
1 _____	0	0	0	0	0	0
2 _____	0	0	0	0	0	0
3 _____	0	0	0	0	0	0
4 _____	0	0	0	0	0	0
5 _____	0	0	0	0	0	0
6 _____	0	0	0	0	0	0

PRESENTER(S)

1 Knowledge	0	0	0	0	0
2 Well prepared	0	0	0	0	0
3 Presentation style	0	0	0	0	0
4 Overall Presenter(s) rating	0	0	0	0	0

OVERVIEW

1 Handout materials facilitated learning	0	0	0	0	0	0
2 Curriculum addressed cultural competency and diversity	0	0	0	0	0	0
3 The length of time was appropriate	0	0	0	0	0	0
4 Training improved my knowledge of the subject matter	0	0	0	0	0	0
5 Training is important and useful to my professional growth	0	0	0	0	0	0
6 Overall course rating	0	0	0	0	0	0

FACILITY

1 Accessible facility (ADA)	0	0	0	0	0	0
2 Overall facility rating (i.e. location, temperature, parking, etc.)	0	0	0	0	0	0

1 What aspects of the training interested you today? What helped you understand the ideas discussed or read? What did you think was useful for your professional work and why?

2 What would you change about this training in the future to make it more enjoyable or satisfying learning experience for you? Be as specific as possible, please.

3 Please add any additional comments you have concerning this training or future trainings.



# NOTICE



COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH  
**GRIEVANCE & APPEAL PROCEDURES**  
**A CONSUMER'S GUIDE**

## HOW THE PROBLEM RESOLUTION PROCESS WORKS

### **GRIEVANCE**

You may resolve your concern(s) by speaking directly with your provider or mental health program representative. You may request assistance from the Patients' Rights Office. An Advocate will work with you to resolve any problems you have with your provider or services.

Patients' Rights advocates may be reached at:

- (213) 738-4949 for non-hospital grievances or appeals
- (213) 738-4888 for hospital grievances or appeals

You may file a Grievance orally or in writing at any time. The Patients' Rights Office will inform the beneficiary or affected parties in writing of the outcome of a grievance within sixty (60) calendar days of receipt. You may obtain a form for your grievance from your mental health provider or from the Patients' Rights Office. You may authorize another person to act on your behalf.

### **APPEAL**

You have the right to file an Appeal or Expedited Appeal with the Patients' Rights Office or to request a State Fair Hearing when the MHP takes an action or denies, reduces, changes, or terminates payment for your mental health services whether or not you receive a Notice of Action (NOA) from your mental health provider. An NOA is a document that is given to beneficiaries by their providers informing them of changes in services. An Appeal is a request by the beneficiary or his/her representative for review of an action. An Expedited Appeal is to be used when the mental health plan determines or the beneficiary and/or the beneficiary's provider certifies that following the timeframes for an appeal as established would seriously jeopardize the beneficiary's life, health, or ability to attain, maintain, or regain maximum function. The Patients' Rights Office will inform the beneficiary or affected parties in writing of the outcome of an appeal forty-five (45) calendar days and no later than (3) three working days for expedited appeals of receipt. You may obtain a form for your appeal from your mental health provider or from the Patients' Rights Office.

- The time frame for grievances, appeals and expedited appeal may be extended by up to fourteen (14) days, if the beneficiary requests an extension or the MHP determines that there is a need for additional information and that the delay is in the beneficiary's interest.

### **STATE FAIR HEARING**

A **State Fair Hearing** is an independent review conducted by the State Department of Social Services and is the final arbiter of appeals for actions taken by the LMHP. The hearing ensures that you receive the mental health services you are entitled to under the MHP. You may request a **State Fair Hearing** only if you are a Medi-Cal recipient, and when you have completed the MHP's **Appeal** process. You may also request for an **Expedited State Fair Hearing** when the mental health plan determines or the beneficiary and/or the beneficiary's provider certifies that following the time frame for a fair hearing would seriously jeopardize the beneficiary's life, health, or ability to attain, maintain, or regain maximum function. If you want a **State Fair Hearing**, your request must be made within 90 days from the date you receive the **Notice of Action**.

### **AID PAID PENDING**

**Aid Paid Pending** allows the beneficiary to continue obtaining Specialty Mental Health Services pending the outcome of an appeal or a **State Fair Hearing**, if the beneficiary request is made within ten (10) days of receipt of the **Notice of Action**. The Patients' Rights Office will assist you in filing a **State Fair Hearing**. To request a **State Fair Hearing** on your own, call (800) 952-5253 or write to: *State Hearing Division, California Department of Social Services, P.O. Box 944243, Mail Station 19-37, Sacramento, CA 94244-2430.*

## YOU HAVE THE RIGHT TO FREE LANGUAGE ASSISTANCE SERVICES

County of Los Angeles — Department of Mental Health

Patients' Rights Office

(213) 738- 4949 – Non-Hospital Grievances and Appeals

(213) 738- 4888 – Hospital Grievances and Appeals

<http://dmh.lacounty.gov>

## COUNTY'S ADMINISTRATION

UNIFIED SCHOOL DISTRICT'S NAME: \_\_\_\_\_

### DIRECTOR OF MENTAL HEALTH:

Name: Jonathan E. Sherin, M.D., Ph.D.  
Title: Director  
Address: 550 S. Vermont Avenue  
Los Angeles, CA., 90020  
Telephone: (213) 738-4601  
E-Mail Address: Director@dmh.lacounty.gov

### COUNTY MOU MANAGER:

Name: Kanchana Tate  
Title: Mental Health Program Manager I  
Address: 550 S. Vermont Avenue, 4<sup>th</sup> Floor  
Los Angeles, CA., 90020  
Telephone: (213) 739-5483  
E-Mail Address: [KTate@dmh.lacounty.gov](mailto:KTate@dmh.lacounty.gov)

### COUNTY MOU LEAD:

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

### COUNTY MOU ADMINISTRATOR:

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

## COUNTY'S ADMINISTRATION

UNIFIED SCHOOL DISTRICT'S NAME: \_\_\_\_\_

### SERVICE AREA SCHOOL BASED MENTAL HEALTH SERVICE COORDINATOR:

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

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

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

\_\_\_\_\_

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

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

## UNIFIED SCHOOL DISTRICT'S ADMINISTRATION

UNIFIED SCHOOL DISTRICT'S NAME: \_\_\_\_\_

### SUPERINTENDENT OR DESIGNEE:

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

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

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

\_\_\_\_\_

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

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

### DISTRICT MOU MANAGER:

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

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

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

\_\_\_\_\_

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

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

### DISTRICT MOU LEAD:

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

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

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


\_\_\_\_\_

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

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



**DEPARTMENT OF MENTAL HEALTH  
POLICY/PROCEDURE**

<b>SUBJECT</b> <b>DUTY TO WARN AND PROTECT</b> <b>THIRD PARTIES IN RESPONSE TO</b> <b>A THREAT</b>	<b>POLICY NO.</b>  <b>303.01</b>	<b>EFFECTIVE</b> <b>DATE</b>  <b>02/09/2015</b>	<b>PAGE</b>  <b>1 of 6</b>
<b>APPROVED BY:</b>    Director	<b>SUPERSEDES</b> <b>202.02</b> <b>06/01/2005</b>	<b>ORIGINAL</b> <b>ISSUE DATE</b>  <b>10/01/1989</b>	<b>DISTRIBUTION</b> <b>LEVEL(S)</b>  <b>1, 2</b>

**PURPOSE**

- 1.1 To provide direction to the Los Angeles County Department of Mental Health (LACDMH) workforce regarding a psychotherapist’s mandated duty to warn and protect any reasonably identifiable victim(s) of a serious threat communicated by a client per Civil Code §43.92. (Authority 1)
- 1.2 To provide direction to the LACDMH workforce regarding assessment, management, and indicated reporting of clients who may pose a threshold risk of harm to others.
- 1.3 To inform Legal Entities and contracted providers of this LACDMH policy and procedures with the expectation that a similar policy and procedures shall be established in their programs.

**DEFINITIONS**

- 2.1 **Threshold Risk:** An identification of a client’s risk of harm to others from a clinical assessment in which a homicidal or other threat has been made and/or threatening behaviors have been identified that appear to pose a serious threat of physical violence and imminent danger to others. The threat is clear, specific, and plausible.
  - 2.1.1 Factors that may influence the identification of a threshold risk include:
    - The presence of homicidal ideation with intent and/or specific plan;
    - The client has taken steps toward carrying out a plan to harm, such as acquiring or practicing with a weapon and/or having the victim under surveillance;



**DEPARTMENT OF MENTAL HEALTH  
POLICY/PROCEDURE**

SUBJECT	POLICY NO.	EFFECTIVE DATE	PAGE
<b>DUTY TO WARN AND PROTECT THIRD PARTIES IN RESPONSE TO A THREAT</b>	<b>303.01</b>	<b>02/09/2015</b>	<b>2 of 6</b>

- The client has current access to firearms and/or a history of violence, such as an aggressive act resulting in injury to others; and/or
- Previous assaults with a weapon. (Reference 1)

**2.2 Risk Assessment and Management of a Client’s Risk of Harm to Others:** A process of the identification of indicators that signify a client is at risk for harming others, providing indicated clinical interventions that may decrease that risk, and reporting a threshold risk as required by policy and/or regulation.

**POLICY**

- 3.1 Staff shall assess and manage the treatment of clients at risk for danger to others which includes the reporting of a threshold risk.
- 3.2 When the presence of a threshold risk has been determined, LACDMH staff shall take actions to warn and protect reasonably identifiable potential victims of LACDMH clients consistent with applicable law, including provisions of the Civil Code, the Welfare and Institutions Code (WIC), the requirements of the Tarasoff decision, and the 2004 Court of Appeals decisions. (Authority 2)
- 3.3 Each Short-Doyle contractor shall develop a policy relevant to the protection of third parties which is consistent with State law. The policy must include recourse to legal counsel should questions arise as to whether State law creates a duty to warn and protect in a particular case.
- 3.4 With the exception of specific reporting laws such as Child Abuse, Dependent Adult Abuse, and Elder Abuse, staff are not obligated by this policy or existing law to report crimes already committed which are revealed during the course of treatment.

**PROCEDURE**

- 4.1 A client’s risk of harm to others shall be assessed and managed during the initial intake process and when indicated during treatment. (Reference 2)
  - 4.1.1 When a threat and/or risk of harming others is present, the risk shall be clinically monitored assessed and documented at each encounter until



**DEPARTMENT OF MENTAL HEALTH  
POLICY/PROCEDURE**

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staff assess that the risk has sufficiently dissipated or has escalated to a threshold risk necessitating the actions in Section 4.3.2.5.

4.2 Reporting of a client's threshold risk of harm to others:

4.2.1 When a client, a member of the client's immediate family member, or other credible informant, whether during some initial contact or during the course of service, communicates to any staff that the client has made a serious threat of physical violence against a reasonably identifiable victim or victims, actions pursuant to the Civil Code and Tarasoff decision must be implemented in order to protect the third party. Only the minimum amount of information necessary to protect the intended victim or victims shall be released.

4.2.2 This exception to client confidentiality must be carried out with the maintenance of the public safety and therapeutic relationship as objectives.

4.3 The following steps are applicable to staff when a client, a member of the client's immediate family, or other credible informant communicates to any staff a serious threat of physical violence against a reasonably identifiable victim or victims.

4.3.1 Non-clinical staff must immediately report any such communication to a clinical supervisor (or designee) for action as stated in 4.3.2.5 below.

4.3.2 Clinical staff, bearing in mind the urgency of the danger, shall do the following:

4.3.2.1 Review available past and present history and treatment of the client, and

4.3.2.2 Discuss the information with the clinical supervisor (who shall notify the Program Head or designee of the facility) whether or not the client presents a serious danger to a reasonably identifiable/foreseeable victim or victims.





**DEPARTMENT OF MENTAL HEALTH  
POLICY/PROCEDURE**

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4.3.2.3 Should a question remain as to whether the communication made triggers a duty to warn and protect a third party, then the following shall occur:

- A higher level of clinical supervision shall be consulted.
- Should a question still remain, County Counsel shall be consulted through Clinical Risk Management or by an Executive Staff member.

4.3.2.4 If it is decided that the client does not present a serious danger to an identifiable/foreseeable victim or victims, this fact shall be documented including the rationale.

4.3.2.5 If it is decided that the client presents a serious danger (threshold risk of harm) to a reasonably identifiable/foreseeable victim or victims, the following three actions shall be taken:

- **Institute an evaluation for involuntary detention under CA WIC 5150** (Authority 5) if the client can be located. A receiving LPS-designated facility shall be notified by the staff initiating the involuntary detention of the efforts to warn a potential victim. If client cannot be located, notify local law enforcement of the need to locate the client.
  - A higher level supervisor shall be consulted by the evaluator of a client who has exhibited a threshold risk finds that the client does not meet criteria for involuntary detention, necessitating the release of the client.
- **Make reasonable efforts to notify the intended victim or victims** whether or not the client is hospitalized. Involuntary hospitalization of the client does not discharge the duty to warn and protect the victim or victims. Contact may be made through telephone or visitation. Documentation in the client's record is required. It shall include specific efforts to contact the



**DEPARTMENT OF MENTAL HEALTH  
POLICY/PROCEDURE**

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potential victim, times and dates of these attempts entered in the progress notes, retaining copies of written correspondence, and contact with family or friends with specific times and names entered in the progress notes.

- **Contact the local law enforcement agency having jurisdiction where the possible victim resides.** Enter in the clinical record, the name of the person to whom the report was made with the date, time, and content released. Involuntary hospitalization of the client does not discharge the duty to warn and protect which includes notifying law enforcement.

4.3.2.6 If the threat involves staff, procedures in accordance with LACDMH Policy No. 109.01, Security/Safety/Threat Management & Violence Prevention, shall also be followed. (Reference 3)

4.3.2.7 Medical information and Protected Health Information may be disclosed in the event of threats related to National Security and Intelligence Activities to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law. (Authority 6)

4.3.2.8 Medical information and Protected Health Information may be disclosed in the event of threats related to the President or Vice-President of the United States or to foreign heads of state for conducting investigations. (Authority 7)

**AUTHORITY**

1. Section 43.92 of the California Civil Code
2. Tarasoff v. Regents of the University of California (1976) 17 Cal. 3<sup>rd</sup> 425
3. Ewing v. Goldstein (2004) 120 Cal. App. 4<sup>th</sup> 807
4. Ewing v. Northridge Hospital (2004) 120 Cal. App. 4<sup>th</sup> 1289
5. CA Welfare and Institutions Code § 5150
6. The National Security Act (50 U.S.C. 401, et seq.) and implementing authority (e.g., Executive Order 12333).



**DEPARTMENT OF MENTAL HEALTH  
POLICY/PROCEDURE**

SUBJECT	POLICY NO.	EFFECTIVE DATE	PAGE
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7. The Threat Statute US Code Title 18, Part 1, Chapter 41, Sec. 871

**REFERENCES**

1. [Guidelines for Sequential Screening of Risk for Violence, New York State Office for Mental Health](#)
2. [LACDMH 2.5 PARAMETERS FOR ASSESSMENT AND MANAGEMENT OF CLIENTS AT RISK OF DANGER TO OTHERS Revised July 2014](#)
3. [LACDMH Policy No. 109.01, Security/Safety/Threat Management & Violence Prevention](#)
4. [LACDMH ILLNESS AND INJURY PREVENTION PROGRAM \(IIPP\) Pg. 61](#)

**RESPONSIBLE PARTY**

LACDMH Office of the Medical Director



**COUNTY OF LOS ANGELES  
DEPARTMENT OF HUMAN RESOURCES**

HEADQUARTERS  
579 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
(213) 974-2406 FAX (213) 621-0387

BRANCH OFFICE  
3333 WILSHIRE BOULEVARD • LOS ANGELES, CALIFORNIA 90010  
(213) 738-2211 FAX (213) 365-2080

**LISA M. GARRETT**  
DIRECTOR OF PERSONNEL

October 1, 2018

To: All Department Heads

From: Lisa M. Garrett  
Director of Personnel

Subject: **FAIR CHANCE INITIATIVE: UPDATES TO POLICIES, PROCEDURES, AND GUIDELINES ON THE COUNTY APPLICATION, EMPLOYMENT INFORMATION DOCUMENT, JOB POSTINGS, AND CONVICTION HISTORY FREQUENTLY ASKED QUESTIONS**

In response to the July 11, 2017 Board motion to adopt a Fair Chance Ordinance and ensure compliance with California Assembly Bill (AB) 1008 and California Government Code Section 12952, the Department of Human Resources (DHR) has made the following changes to Countywide Policies, Procedures, and Guidelines (PPG) Nos. 514 and 524; the County Application; Employment Information Document; Departmental Job Postings; and Conviction History Frequently Asked Questions (FAQ).

**PPG 514**

The revised Countywide Policy, Procedure, and Guideline (PPG) 514, *Designation of Sensitive Positions and Conviction History Assessments*, (Attachment I) was originally issued on November 1, 2016, and previously titled *Designation of Sensitive Positions and Requirements for Criminal History Information*.

Effective January 1, 2018, the California State Legislature added Section 12952 to the Government Code in accordance with AB 1008, *Employment Discrimination: Conviction History*. This law requires employers to make a conditional job offer to applicants prior to seeking disclosure of conviction history information (which the County has practiced for several years), provides timeframes and conviction history review procedures, and requires that applicants not hired as a result of their conviction history be informed of their right to file an appeal with the California Department of Fair Employment and Housing (DFEH).

This PPG was revised, in part, to implement the aforementioned Board motion to adopt a Fair Chance Ordinance, which included a requirement to develop a Fair Chance Review Process before taking an adverse employment action against applicants with a prior conviction history. As such, the following is a summary of the policy's key revisions.

- The "Purpose" section of the revised policy informs the reader that AB 1008 went into effect on January 1, 2018.
- The revised policy contains examples of unlawful employment practices which may violate AB 1008.
- The "Hiring Standards" section no longer requires that an applicant disclose any conviction history information.
- The "Procedures" section provides an Individual Conviction Assessment process along with a corresponding flowchart. It is important for departments to follow these procedures, as they align with AB 1008 requirements.
- The revised policy provides important forms and sample notices, which include appeal rights to DFEH.
- **Candidates applying to positions covered by the policy will no longer be asked to disclose conviction history information. Therefore, the use of the Candidate Conviction History Questionnaire (CCHQ) for positions covered by the policy is no longer required or recommended and has been eliminated from the Live Scan and background check process.**

### **PPG 524**

The attached, revised PPG 524, *Live Scan Procedures*, (Attachment II) was originally issued on June 30, 2014, and was previously titled *Candidate Disclosure of Conviction Information During the Hiring Process*. An applicant covered by PPG 514 is no longer required to disclose conviction history information; therefore, PPG 524 was revised to focus on Live Scan issues. As such, the following is a summary of the policy's key revisions:

- The "Purpose" section provides information related to the Board resolution expanding the authority to also access federal-level conviction history information.
- The revised policy provides information regarding AB 1008, which adds Section 12952 to the Government Code.
- The revised policy contains a new section titled "Procedures" that incorporates information related to the following: Custodian of Records, Certified Live Scan Operators, Employees Who Access/Review Department of Justice Notifications, Review and Handling of Subsequent Arrest Notifications, and a No Longer Interested Notification Process.
- The revised policy provides most documents necessary to complete the Live Scan process.

DHR Impact Division's Central Live Scan Unit will monitor and provide guidance to departments, as needed, to facilitate implementation of PPG 514 and 524, and the County's Live Scan requirements. The revised policies are available on DHR's website at <http://dhr.mylacounty.info>, the DHRM Portal, and in Tab 500 – *Human Resources Operations* of the Human Resources Management System Manual. Your Departmental Human Resources Manager will also receive a copy of this memorandum for inclusion in your department's master copy of the PPG Manual.

### **COUNTY APPLICATION**

Question 18 on the County Application is no longer titled *Candidate Conviction History Questionnaire* (CCHQ) and has been renamed *Background Check*.

### **EMPLOYMENT INFORMATION DOCUMENT**

The section previously titled *Record of Convictions* on page 2 is renamed *Background Check*. The language is also amended to remove any references to the CCHQ and also contains similar language to the revised *County Application* in compliance with the Fair Chance Initiative.

### **DEPARTMENTAL JOB POSTINGS**

We are instructing departments to include Fair Chance Initiative language on departmental job postings which mirrors information contained on the County Application and Employment Information Document.

**The County Application, Employment Information Document, and Departmental Job Postings should now contain the following Fair Chance language:**

*The County of Los Angeles is a Fair Chance employer. Except for a very limited number of positions, you will not be asked to provide information about a conviction history unless you receive a contingent offer of employment. The County will make an individualized assessment of whether your conviction history has a direct or adverse relationship with the specific duties of the job, and consider potential mitigating factors, including, but not limited to, evidence and extent of rehabilitation, recency of the offense(s), and age at the time of the offense(s). **If asked to provide information about a conviction history, any convictions or court records which are exempted by a valid court order do not have to be disclosed.***

### **CONVICTION HISTORY FAQs**

The *Conviction History FAQs* document located in the system now provides additional information about Live Scan, the Fair Chance Initiative, and positions exempted from the Fair Chance Initiative. This document also explains how conviction history information is utilized by the County to determine a candidate's suitability for employment.

All Department Heads  
October 1, 2018  
Page 4

The revised *Employment Information Document* and the *Conviction History FAQs* can be found at [www.governmentjobs.com/careers/lacounty](http://www.governmentjobs.com/careers/lacounty), in the left-hand drop-down menu. Also, in most instances, the use or need to complete the CCHQ form will be eliminated. However, if the position is exempt from Government Code Section 12952, a department may elect to request an applicant's conviction history information utilizing the CCHQ form.

Should you have any questions, please contact me at (213) 974-2406. For Live Scan or Conviction History Assessments, your staff may contact Michael Lampert, Senior Human Resources Manager, at (213) 351-2919.

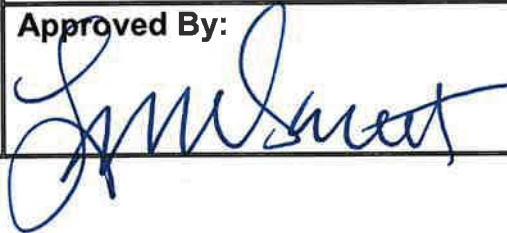
LMG:EP:JAWT  
ML:DMM:rp

Attachments (2)

c: Chief Deputies  
Administrative Deputies  
Departmental Human Resources Managers



*County of Los Angeles*  
*Department of Human Resources*  
**POLICIES, PROCEDURES, AND GUIDELINES**

<b>Subject:</b>  <b>DESIGNATION OF SENSITIVE  POSITIONS AND CONVICTION  HISTORY ASSESSMENTS</b>	<b>Policy Number:</b> 514	<b>Pages:</b> 14
	<b>Effective Date:</b> October 1, 2018	
	<b>Approved By:</b> 	

### **PURPOSE**

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Los Angeles County (County) is a *Fair Chance* employer. The purpose of this policy and procedure is to provide guidelines to departments regarding access to conviction history information in connection with employment and placement in sensitive positions.

Unless an exemption applies, applicants, which includes persons applying for employment with the County and current employees applying for a different position within the County will not be asked to provide conviction history information until *after* a department has made a conditional offer of employment. This policy and procedure provides guidance to departments regarding how an applicant's conviction history information is obtained and considered in the hiring process after an applicant has received a conditional offer of employment.

### **BACKGROUND**

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On November 10, 1998, the Board adopted a resolution allowing the Director of Personnel and each appointing authority to access local and State summary conviction history information for employment purposes for individuals working in sensitive positions.

On November 25, 1998, the Department of Human Resources (DHR) issued policy and procedures to implement the Board's resolution and provided guidelines on the designation of sensitive positions.

On August 4, 2009, the Board approved a new resolution providing the authority to expand State and local-level access to summary conviction history information to the federal level for employment purposes including volunteers and contract personnel.



On September 15, 2009, the California Department of Justice (DOJ) approved the County's authority to access local, State, and federal-level conviction history information for employment purposes in accordance with Penal Code Section 11105. The expanded provision for federal-level review was first implemented for executive-level employment applicants and employees.

On March 12, 2013, the Board approved an expansion of the County's conviction background check program to include a federal-level review for all current and prospective employees and designated volunteers and contract personnel in sensitive positions. The implementation and completion of the new Live Scan requirement will be the responsibility of each department.

On July 11, 2017, the Board approved a motion to adopt a Fair Chance Ordinance which would require the development of a Fair Chance Review Process to be implemented by all departments prior to taking an adverse employment action against applicants who have prior conviction history. This policy provides procedures and guidance regarding the review process.

Effective January 1, 2018, the Legislature added Section 12952 to the Government Code, which regulates an employer's ability to make hiring decisions based on an applicant's conviction history, and repealed Section 432.9 of the Labor Code. This policy provides procedures and guidance so departments can properly comply with this section of the Government Code.

## **POLICY**

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The County is authorized to access local, State and federal-level summary conviction history information from the DOJ and FBI for purposes of employment in sensitive positions, including placement of volunteers and contract personnel. Fingerprinting for the background check will be conducted using Live Scan to capture and electronically transmit fingerprints to the DOJ and the FBI.

Departments shall not place a person in a sensitive position if the person has been convicted of a felony or a misdemeanor, except that such conviction may be disregarded if, after conducting an individualized assessment, it is determined that there are mitigating circumstances or the conviction is not related to the position and poses no threat or risk to the County or public.

Further, departments shall consider as sensitive any position involving duties which pose a potential threat or risk to the County or to the public when performed by persons who have a conviction history incompatible with those duties, whether those persons are employees of the County employees, volunteers, or perform those services pursuant to contract.

Unless an exemption applies as detailed below, it is an unlawful employment practice for the County or any of its departments to do any of the following:

- Require an applicant to complete a "Candidate Conviction History Questionnaire" (CCHQ) or similar form<sup>1</sup>, or otherwise include on any application for employment any question seeking the disclosure of an applicant's conviction history, before making a conditional offer of employment to an applicant.
- Inquire into or consider the conviction history of an applicant before a conditional offer of employment has been made to the applicant.
- Consider, distribute, or disseminate information about an arrest not followed by a conviction, except in circumstances as permitted in Labor Code Section 432.7.
- Inquire, consider, distribute, or disseminate information about an applicant's referral to, or participation in, a pretrial or post trial diversion program.
- Inquire, consider, distribute, or disseminate information regarding convictions which have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law.
- Interfere with, restrain, or deny the exercise of, or the attempt to exercise, any right provided under Government Code Section 12952.

### **Exemptions**

This policy does not apply to positions for which a department is otherwise required by law to conduct a conviction history background check or to positions where the County is required by any local, State, or federal law to restrict employment based on criminal history. Such positions include, but are not limited to, positions within a criminal justice agency, as the term is defined by Penal Code Section 13101; or positions involving access to or care of children per Welfare and Institutions Code 16501. With regards to these positions, departments may continue to ask for conviction history information on the employment application form.

### **GUIDELINES**

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#### **Positions Subject to Background Checks**

Local, State, and federal conviction history background information must be secured for new hires, rehires, reinstatements, current employees who transfer or are promoted to sensitive positions, as well as volunteers and contract personnel placed in sensitive positions. The following may be used as a guide to help determine when employees, applicants, volunteers, or contract personnel must be fingerprinted:

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<sup>1</sup> While the use of a CCHQ or similar form is not prohibited if used **after** a conditional offer of employment has been made to an applicant, such forms are neither required nor recommended for use and have been eliminated from the Live Scan and background check process.

- Applicants for unclassified executive positions (Department Heads, Departmental Human Resources Managers [DHRMs], and other executive positions in the DHRM's chain of command such as Administrative Deputy and Chief Deputy Director) will have local, State, and federal conviction background checks performed by DHR prior to appointment.
- All other current and prospective employees shall undergo the existing conviction background check process for local, State, and federal summary conviction history information.
- For promotional appointments, a new Live Scan shall be conducted on employees who have not previously received a Live Scan and/or do not have an active record with the DOJ in the promoting department.<sup>2</sup>
- For interdepartmental transfers, a new Live Scan of the employee shall be conducted, in order for the new department to receive *Subsequent Arrest Notifications* (An interdepartmental transfer refers to the change of an employee from a position in one department to another position in a different department pursuant to Civil Service Rule 15.02, *Interdepartmental transfers*).<sup>2</sup>
- For intradepartmental reassignments and transfers, the employee does **not** need a Live Scan again if the employee previously received a Live Scan and has an active record with the DOJ. However, the department must conduct a new evaluation if the employee has a conviction history to determine job suitability by comparing the nature of the offense(s) in relation to the duties of the new position.<sup>2</sup>
- Recurrent employees who are not on a reemployment list and temporary recurrent employees who work for the County on an ongoing basis shall receive a Live Scan.
- Volunteers and contract personnel subject to the conviction background check process, including the need for a Live Scan, are those who have sensitive position assignments in County facilities or sensitive positions outside, such as positions having remote access to medical and conviction information via electronic means.
- Volunteers and contract personnel who do not fall into designated sensitive positions do not need a Live Scan, unless otherwise required or necessary due to the proximity or risk to the public (e.g., public parks). Such non-sensitive positions may include contracts that relate to commodity agreements (e.g., supplies, equipment acquisitions, and deliveries), office equipment repair, short-term and/or supervised consultant or professional services (e.g., training), construction or Job Order Contracting, and facilities services (e.g., landscaping, pest control, asbestos abatement, and waste removal).

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<sup>2</sup> Currently, no *Subsequent Arrest Notifications* are available from the FBI. Should a department require current FBI conviction history information for employees changing jobs, a new Live Scan would be necessary.

Exempt Positions:

- Compensated election personnel who work less than three (3) days per election.
- Minors under the age of 14; and at the discretion of the appointing power, minors 14 years of age and older who work under constant supervision of a permanent County employee.
- All volunteers who work less than three (3) days for each event or period of service.
- Elected officials.

**Designation of Sensitive Positions**

All departments shall maintain a list of all positions, volunteers, and contract personnel designated for conviction background checks for periodic review by DHR. To assist departments, DHR has established the following categories based on positions with similar work functions:

- Positions involving the care, oversight, or protection of persons through direct contact with such persons (e.g., Children's Social Worker, Home Nursing Attendant, Lifeguard, Juvenile Crew Instructor, Clinic Driver, Deputy Public Guardian).
- Positions with direct or indirect access to funds or negotiable instruments (e.g., Assistant Deputy Director, Chief Investment Officer, Finance Manager, Portfolio Manager, Deputy Purchasing Agent, Cashier).
- Positions requiring state and/or professional licensing (e.g., Attorney, Physician, Registered Nurse, Certified Public Accountant, Pharmacist, Physical Therapist).
- Positions involving public safety and/or law enforcement (e.g., Deputy Sheriff, Safety Police Officer, Probation Officer, Public Health Investigator, Environmental Health Specialist).
- Positions with access to or charge for drugs or narcotics (e.g., Pharmacist, Pharmacist Technician, Pharmacy Helper, Physician, Registered Nurse).
- Positions with access to confidential or classified information including conviction information (e.g., Departmental Human Resources Manager, Welfare Fraud Investigator, Psychiatric Social Worker).
- Positions involving the care, oversight, or protection of County, public, or private property (e.g., Estate Property Custodian, Golf Course Manager, Warehouse Worker).

**Additional Categories**

Each appointing authority may establish additional categories of sensitive positions based on this policy, with the approval of the Director of Personnel.

The following information is required to be submitted upon request to the Director of Personnel on all mandatory sensitive positions:

- Listing of all classifications
- Organizational unit where such positions work
- Documentation regarding prior approval

The following information is required to be on file with the DHRM of the department for each position:

- Title of position
- Duties of position
- Offenses which are incompatible with the responsibilities of the position
- A description of the relationship between the offenses and job performance adequate to justify securing conviction records

Compliance with these procedures is subject to audit by the DOJ and DHR. DHR will assist departments with any questions regarding confidentiality and security of conviction information. Any questions regarding policies and procedures on placing persons in sensitive positions should be referred to DHR's Central Live Scan Unit.

**Potentially Disqualifying Job-Related Offenses**

The following listing of offenses are those, which under certain conditions, may be incompatible with specific work functions. These lists shall be used as a guideline to help determine which offenses are related to the duties of sensitive positions.

1. Function – Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons

- Assault
- Drug or Narcotics Offenses
- Embezzlement
- Forgery
- Fraud
- Homicide
- Intoxication
- Kidnapping
- Manslaughter
- Receiving Stolen Property
- Robbery
- Theft
- Human Trafficking
- Sex Offenses Involving Victims (e.g., Rape, Child Molestation)

2. Function – Direct or Indirect Access to Funds or Negotiable Instruments

- Bribery
- Embezzlement
- Forgery
- Fraud
- Theft
- Robbery
- Receiving Stolen Property

3. Function – Requirement of State and/or Professional Licensing

Violation of any certification or licensing provisions relating to duties of the position in question may also be the basis for disqualification.

4. Function – Public Safety or Law Enforcement

- Assault
- Drug or Narcotics Offenses
- Embezzlement
- Forgery
- Fraud
- Homicide
- Intoxication
- Kidnapping
- Robbery
- Human Trafficking
- Theft
- Sex Offenses Involving Victims (e.g., Rape, Child Molestation)

5. Function – Access to or Charge for Drugs or Narcotics

- Drug or Narcotics Offenses
- Embezzlement
- Forgery
- Fraud
- Robbery
- Theft
- Receiving Stolen Property

6. Function – Access to Confidential or Classified Information Including Conviction Information

- Extortion
- Forgery
- Fraud
- Perjury
- Receiving Stolen Property
- Robbery
- Theft

7. Function – Charge of or Access to County, Public, or Private Property

- Embezzlement
- Receiving Stolen Property
- Robbery
- Theft

**Hiring Standards**

After making a contingent offer of employment, please refer to the “Steps Involved When Conducting Conviction History Assessments” in the “Procedures” section below. If conviction history exists, departments must conduct an individualized assessment regardless of the type of conviction. As such, no conviction is automatically disqualifying without first conducting an individualized assessment. The assessment should examine whether the conviction history has a direct or adverse relationship with the specific duties of the job applied for, and must consider potential mitigating factors, including, but not limited to, evidence and extent of rehabilitation, and the time that has passed since the criminal conviction.

A verified conviction for workers’ compensation fraud or human trafficking would be disqualifying after the initial and reassessment is made per the procedures below, but departments should first consult with County Counsel to confirm that the specific conviction is indeed covered under County Code 5.12.110, *Disqualification from County Employment*.

An individualized assessment must be conducted prior to the effective date of appointment. The appointment shall be after a conditional offer of employment has been extended to the applicant, contingent upon the results of a background check and medical evaluation (where required). No new employee may begin employment, nor may any current employee's promotional appointment be considered final until the results of the background check are obtained and reviewed by the appropriate hiring authority. All new contract personnel and volunteers may not begin their assignments until the results of the background check are obtained and reviewed by the appropriate persons or entities.

Persons with convictions may still be placed in a sensitive position for which they qualify. Each case should be individually assessed and evaluated based on the following criteria:

- Nature and gravity of the conviction;
- Time that has passed since the conviction and completion of sentence;
- The facts or circumstances surrounding the conviction;
- Nature of job held or sought;
- The number of offenses for which the individual was convicted;
- Evidence showing the applicant performed similar type of work after the conviction with no known incidents of additional criminal conduct;
- The length and consistency of employment history before and after the conviction;
- Evidence of rehabilitation (e.g., education, training, or other evidence of rehabilitation) by the applicant;
- Employment or character references and any other information regarding fitness for the particular position;
- Evidence challenging accuracy of the conviction history report that forms the basis for rescinding a conditional offer of employment; and
- The level of potential risk and impact posed to the department, the County, and members of the public based on the individual's documented conviction history when compared to mitigating factors.

## **PROCEDURES**

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### **Steps Involved When Conducting Conviction History Assessments**

Departments shall use the *Individual Conviction Assessment/Reassessment Form* (Attachment A), developed by DHR, for details on how to perform and document conviction history assessments.

The following are steps involved in the review of conviction history (please refer to flow chart in Attachment B):

1. After making contingent job offer, schedule candidate/volunteer/contract personnel, for Live Scan.
2. Conduct Live Scan.
3. Review Criminal Offender Record Information (CORI) and initiate an individualized conviction history assessment utilizing the *Individual Conviction Assessment/Reassessment Form*. If the CORI reveals that the individual does not have a conviction history, proceed with established hiring procedures. If the CORI reveals that the individual has a conviction history, proceed to step 4.
4. Obtain and review court records for all conviction history information reported on the CORI. Please note: In accordance with PPG 120, with limited exceptions, departments cannot consider convictions which have been exempted by a valid court order, or judicially dismissed or pardoned pursuant to law. This includes, but is not limited to, Penal Code Sections 1203.4, 1203.4(a), 1203.45 and 1210.1. Court records do not need to be certified to make job suitability determinations unless the department plans to take administrative action or an individual challenges an employment decision.
5. Conduct an individualized assessment utilizing the *Individual Conviction Assessment/Reassessment Form* (Attachment A). Incorporate departmental and County hiring standards in policy when conducting the assessment. If the assessment reveals that the individual's conviction history does not provide a basis for rescinding a conditional offer of employment, proceed with established hiring procedures. If the individualized assessment reveals that the individual's conviction history may result in a rescission of a conditional offer of employment, proceed to step 6.
6. Expeditiously send the individual a Notice of *Preliminary Decision to Rescind Conditional Employment Offer Based on Disqualifying Convictions* (Attachment C). The letter must contain the following:
  - a. Notice of the disqualifying conviction(s) that form the basis for the preliminary decision to rescind the conditional job offer;
  - b. A copy of all conviction information used as the basis to disqualify the applicant (CORI, Minute Orders, etc.); and
  - c. An explanation of the applicant's right to respond to the preliminary notice before the preliminary decision becomes final and the deadline for responding. The explanation shall inform the applicant that the response may include submission of evidence challenging the accuracy of the conviction history report that was the basis for rescinding the offer, evidence of rehabilitation or mitigating circumstances, or both. To assist the individual, the department should include a sample response form letter (see attachment "D").

The *Notice of Preliminary Decision to Rescind Conditional Employment Offer Based on Disqualifying Convictions* must allow the individual at least five (5) business days from the date of the notification to respond before the department makes a final



determination. If, within the five (5) business days, the applicant notifies the department of her/his intent to dispute the accuracy of the criminal conviction information used as the basis for the preliminary decision to rescind the offer and that she/he is taking specific steps to obtain evidence supporting that assertion, the department shall provide an extension of an additional five (5) business days for the applicant to respond to the notification.

### **Steps Involved When Conducting Conviction History Reassessments**

7. If an applicant submits additional information in response to the *Notice of Preliminary Decision to Rescind Offer Based on Disqualifying Convictions*, the department must consider the information and conduct an individualized reassessment of any information received from the applicant. The reassessment must include a review of any evidence submitted. A reassessment must be conducted based on the totality of the facts and circumstances, including the conviction history information gathered by the department, evidence challenging the accuracy of the conviction history information, and evidence of rehabilitation or mitigating circumstances.

If the reassessment does not result in a rescission of a conditional offer of employment, send the *Notice of Restoration of Conditional Employment Offer* (Attachment E) and proceed with established hiring procedures. If the reassessment results in a decision to rescind a conditional offer of employment, proceed to step 8.

If an applicant does not submit a written response within the allotted time and does not request additional time for such a response, the Department can proceed with a final decision to rescind the conditional offer of employment as noted in step 8.

If this assessment is due to a subsequent arrest or conviction of an existing employee, a review and analysis of the individual's County work history should be conducted. Some factors to consider are as follows:

- Work history (positive and negative) as documented in the *Official Personnel File* (e.g., performance evaluations, length of service, prior disciplinary actions, and commendations).
  - Level of responsibility and scope of authority in their current position.
  - Impact on the department's mission and service objectives.
8. Once a final decision has been made to rescind a conditional offer of employment because of an applicant's criminal history, the department must send written notice to the candidate rescinding the conditional offer of employment as detailed in the "Appeal Rights" section.

For applicants whose conditional offers of employment are rescinded based on conviction history information, their name shall remain on the eligible list or register for consideration to other positions that may have different job nexus criteria. For example, an applicant on an eligible list who is disqualified for a Driving Under the Influence (DUI) conviction for a position that requires driving may still be considered for a position where driving is not an essential function of the position. Although some classifications are shared by several departments, any individualized assessment of an applicant must be conducted based on the specific factors relevant to the position in the hiring department. Since an individualized assessment by one department would not follow the applicant to another department, the applicant's name must remain on the eligible list or register for consideration by other departments.

### **Appeal Rights**

If, after having conducted an individualized reassessment of any information received from an applicant or if no information is received from an applicant after having received notice and sufficient time to submit that information, a department makes a final decision to rescind a conditional offer of employment because of the applicant's conviction history, the department must notify the applicant in writing by utilizing the *Notice of Final Decision to Rescind Conditional Employment Offer Based on Disqualifying Convictions* (Attachment F or G), which includes the following appeal rights language:

If you can show that an error has been made in determining your eligibility based on the conviction history information, you may file an appeal with the Department of Human Resources. The appeal must be in writing and provide specific facts and information, which demonstrate where the error occurred. Any appeal that fails to contain such information will be denied as insufficient. The appeal must be received by the Appeals Program within ten (10) business days from the postmark date on the envelope in which this notice was mailed, or from the date an electronic notification was sent, by using this web address: <https://eappeals.lacounty.gov/dashboard/>. For technical support related to online appeal submissions go to <http://apps.hr.lacounty.gov/eAppeal/>.

### **Notice Of Right To File A Complaint With DFEH**

Any individual who has his or her conditional offer of employment rescinded based on conviction history information must also be notified in writing of his or her right to file a complaint with the California Department of Fair Employment and Housing (DFEH) by utilizing the *Notice of Final Decision to Rescind Conditional Employment Offer Based on Disqualifying Convictions* (Attachment F or G), which includes the following language:

You also have the right to file a complaint with the California Department of Fair Employment and Housing (DFEH). For assistance on how to submit a complaint with DFEH, please visit their website at <https://www.dfeh.ca.gov/complaint-process/> or you may contact them at:

- Communication Center at (800) 884-1684 or TTY at (800) 700-2320 or California's Relay Service at 711
- Email: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)
- Mailing address:
  - DFEH Headquarters  
2218 Kausen Drive, Suite 100  
Elk Grove, CA 95758

### **Conviction History Assessments Record Keeping**

Departments are responsible for maintaining records of all individualized assessments. At a minimum, departmental records should include and track the following metrics:

- Number of preliminary individualized assessments
  - Number of preliminary assessments deemed acceptable
  - Number of preliminary assessments deemed unacceptable
    - Position applied for
    - Convictions
- Number of reassessments
  - Number of reassessments deemed acceptable
    - Position applied for
    - Convictions
    - CORI or Court Record Error
    - Evidence of Rehabilitation Provided
  - Number of reassessments deemed unacceptable
    - Position applied for
    - Convictions
    - CORI or Court Record Error
    - Evidence of Rehabilitation Provided
- Copies of completed Individual Conviction Assessment/Reassessment Forms

### **Privacy Issues**

Penal Code Sections 11105(b)(10) and 13300(b)(10) identify who may have access to conviction history information and under what circumstances it may be released. California law requires conviction information be released only to those persons with a legitimate need to know and only at the time they require such knowledge. Further, unauthorized disclosure of conviction history information is punishable as a crime.

### **DEFINITIONS**

*Applicant* – Refers to any person who applies for employment, including a current employee applying for a different position within the County.

*Background Check* – The act of reviewing both confidential and public information to investigate a person’s or entity’s history. Background checks are commonly performed by employers to ensure that: (1) an employee is who they say they are, and (2) to determine that the individual does not have a damaging history (such as criminal activity) that may reflect poorly on the County or department.

*Criminal Offender Record Information (CORI)* – State summary criminal background information identified through fingerprint submission to the DOJ. It is confidential information disseminated to applicant agencies authorized by California statute for the purposes of employment, licensing, certification, and volunteer clearances.

*Individualized Assessment* – An analysis of whether an applicant’s conviction history has a direct and adverse relationship with the specific duties of the job applied for that may justify rescinding a conditional offer of employment.

*Live Scan* – A computer-based device allowing for the capture of digitized fingerprint images and applicant data, and the electronic transmission of fingerprint images and data to centralized computers at the DOJ.

*Summary Criminal History* – A list of arrests and convictions provided by the DOJ. Information is added to the summary conviction history any time law enforcement conducts a criminal investigation. The history lists arrest information such as the date, the charges, and the final disposition (what happened). The history also lists all convictions, including the date of the conviction, the charges, the sentence, and whether the crime was a felony or a misdemeanor.

## **AUTHORITY**

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- November 10, 1998, Resolution of the Board of Supervisors declaring its intention to provide for the access of conviction history information for employment in sensitive positions.
- August 4, 2009, Resolution of the Board of Supervisors providing authority to expand access to summary conviction history information at the State and local-level to the federal-level for employment purposes.
- March 12, 2013, Board of Supervisors approval regarding the expansion of the conviction background check program to include recommendations from the Live Scan Feasibility Report.
- July 11, 2017, Resolution of the Board of Supervisors to develop a Fair Chance Ordinance establishing guidelines on how to reduce employment barriers to applicants with convictions.
- Appendix 1 of Title 5 of the County Code, Civil Service Rules 6.04 and 6.07.
- California Government Code Section 12952.
- California Labor Code Section 432.7.

**Subject: Designation of Sensitive Positions  
and Conviction History Assessments**

**Policy Number: 514  
Effective Date: October 1, 2018**

- California Penal Code Sections: 1203.4, 1203.4(a), 1203.45, 1210.1, 11102.2, 11105, 11105(b)(10), 11105.2(g), 11140, 11142, 11143, 13101, 13300(b)(10).
- California Welfare and Institutions Code section 16501.
- Policy, Procedure, and Guideline 524, *Live Scan Procedures*.

**DATE ISSUED/REVIEW DATE**

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Original Issue Date: Memo issued on November 25, 1998

Review Date: Memo issued on November 2, 2007

Review Date: October 1, 2018



**COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES**  
INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

**PART I. PRELIMINARY INDIVIDUAL CONVICTION ASSESSMENT**

**A. REASON FOR CONVICTION HISTORY ASSESSMENT (Per DHR PPG 514)**

<input type="checkbox"/> New Hire to Sensitive Position	<input type="checkbox"/> Reinstatement to Sensitive Position
<input type="checkbox"/> Promotion to Sensitive Position	<input type="checkbox"/> Volunteer in Sensitive Position
<input type="checkbox"/> Interdepartmental Transfer to Sensitive Position	<input type="checkbox"/> Contract Personnel in Sensitive Position
<input type="checkbox"/> Intradepartmental Transfer to Sensitive Position	<input type="checkbox"/> Subsequent Arrest/Conviction

**B. APPLICANT/EMPLOYEE INFORMATION**

Applicant Last Name:		First Name:	
Middle Name:		Date of Birth:	
Employee Number:		Volunteer/Contract Personnel Number:	

**C. POSITION INFORMATION**

Department Name:		Dept. #:	
Division:		Section:	
Classification Title:		Item #:	
Exam Number:		Date of Conditional Offer:	

**D. DOJ RELATED INFORMATION**

Date of Live Scan:		Date of DOJ Report:		Date of FBI Report:	
Date DOJ/FBI Results Reviewed:					

**E. COURT RECORD INFORMATION**

Conviction Date	Violation Code	Violation Title	Conviction Type/ Court Disposition	Court Name	Sentence Imposed

If no court documents obtained to verify conviction(s) reported by DOJ/FBI, were the court records:

Archived  Destroyed  Other, Explain: \_\_\_\_\_

**F. PRELIMINARY INDIVIDUALIZED ASSESSMENT**

Does the preliminary conviction history information obtained cover/impact any of the "Work Functions" listed below?

No, Proceed to Part IV, Final Decision.  Yes, select the offense(s) listed on the DOJ report under the corresponding "Work Function(s)" below, to link the specific aspects of the applicant's conviction history with the "Work Function(s)" of the position.

**CONFIDENTIAL INFORMATION**

Originated: 11/30/17 Revised: 10/01/18

Developed by the County of Los Angeles - Department of Human Resources



ATTACHMENT A

**COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES**  
INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

**ASSESSMENT OF WORK FUNCTIONS**

**Work Function #1**

*Care, Oversight, or Protection of Persons Through Direct Contact with Such Persons (e.g., Physician, Nurse, Clinical Social Worker, etc.).*

- |   |   |
|---|---|
| <input type="checkbox"/> Assault                    | <input type="checkbox"/> Manslaughter               |
| <input type="checkbox"/> Drug or Narcotics Offenses | <input type="checkbox"/> Robbery                    |
| <input type="checkbox"/> Embezzlement               | <input type="checkbox"/> Receiving Stolen Property  |
| <input type="checkbox"/> Elder/Child Abuse          | <input type="checkbox"/> Theft                      |
| <input type="checkbox"/> Fraud                      | <input type="checkbox"/> Threat                     |
| <input type="checkbox"/> Homicide                   | <input type="checkbox"/> Weapons Offense            |
| <input type="checkbox"/> Intoxication               | <input type="checkbox"/> Sex offenses which involve |
| <input type="checkbox"/> Kidnapping                 | victims (e.g., rape, child molestation)             |
| <input type="checkbox"/> Other (Explain) _____      |   |

**Work Function #3**

*Requirement of State and/or Professional Licensing (e.g., Registered Nurse, Physician, Optometrist, Pharmacist, Physical Therapist, etc.).*

- |  |   |
|--|---|
| <input type="checkbox"/> Assault   | <input type="checkbox"/> Drug or Narcotics Offenses |
| <input type="checkbox"/> Threat  | <input type="checkbox"/> Weapons offense            |
| <input type="checkbox"/> Violation of any certification or licensing provisions relating to duties of the position in question may also be the basis for disqualification. |   |
| <input type="checkbox"/> Other (Explain) _____   |   |

**Work Function #5**

*Access to or Charge for Drugs or Narcotics (e.g., Pharmacist Tech, Pharmacy Helper, Physician, Registered Nurse, Clinical Pharmacist, etc.).*

- |   |  |
|---|--|
| <input type="checkbox"/> Assault                    | <input type="checkbox"/> Robbery         |
| <input type="checkbox"/> Drug or Narcotics Offenses | <input type="checkbox"/> Theft           |
| <input type="checkbox"/> Embezzlement               | <input type="checkbox"/> Threat          |
| <input type="checkbox"/> Forgery                    | <input type="checkbox"/> Weapons Offense |
| <input type="checkbox"/> Fraud                      |  |
| <input type="checkbox"/> Receiving Stolen Property  |  |
| <input type="checkbox"/> Other (Explain) _____      |  |

**Work Function #7**

*Charge of or Access to County, Public or Private Property (e.g., Warehouse Worker, Custodian, Materials Manager, Facilities Manager, etc.).*

- |  |   |                                  |
|--|---|----------------------------------|
| <input type="checkbox"/> Assault         | <input type="checkbox"/> Drug or Narcotics Offenses |                                  |
| <input type="checkbox"/> Embezzlement    | <input type="checkbox"/> Receiving Stolen Property  | <input type="checkbox"/> Robbery |
| <input type="checkbox"/> Weapons Offense |   |                                  |
| <input type="checkbox"/> Theft           | <input type="checkbox"/> Other (Explain) _____      |                                  |
| <input type="checkbox"/> Threat          |   |                                  |

**Work Function #2**

*Direct or Indirect Access to Funds or Negotiable Instruments (e.g., Assistant Deputy Director, Finance Manager, Cashier, etc.).*

- |   |  |
|---|--|
| <input type="checkbox"/> Assault                    | <input type="checkbox"/> Robbery               |
| <input type="checkbox"/> Bribery                    | <input type="checkbox"/> Theft                 |
| <input type="checkbox"/> Drug or Narcotics Offenses | <input type="checkbox"/> Embezzlement          |
| <input type="checkbox"/> Threat                     | <input type="checkbox"/> Weapons offense       |
| <input type="checkbox"/> Forgery                    |  |
| <input type="checkbox"/> Fraud                      |  |
| <input type="checkbox"/> Received stolen property   | <input type="checkbox"/> Other (Explain) _____ |

**Work Function #4**

*Public Safety or Law Enforcement (e.g., Environmental Health Specialist, Public Health Investigator, etc.).*

- |   |  |                                       |                                 |
|---|--|---------------------------------------|---------------------------------|
| <input type="checkbox"/> Assault                    | <input type="checkbox"/> Robbery   |                                       |                                 |
| <input type="checkbox"/> Drug or Narcotics Offenses | <input type="checkbox"/> Theft   | <input type="checkbox"/> Embezzlement | <input type="checkbox"/> Threat |
| <input type="checkbox"/> Forgery                    | <input type="checkbox"/> Weapons Offense   |                                       |                                 |
| <input type="checkbox"/> Fraud                      | <input type="checkbox"/> Sex offenses which involve victims (e.g., rape child molestation) |                                       |                                 |
| <input type="checkbox"/> Homicide                   |  |                                       |                                 |
| <input type="checkbox"/> Intoxication               |  |                                       |                                 |
| <input type="checkbox"/> Kidnapping                 | <input type="checkbox"/> Other (Explain) _____   |                                       |                                 |

**Work Function #6**

*Access to Confidential or Classified Information, Including Conviction Information (e.g., Personnel Officer, Systems Analyst, Patient Resources Worker, Eligibility Worker, etc.).*

- |   |  |
|---|--|
| <input type="checkbox"/> Assault                    | <input type="checkbox"/> Perjury                   |
| <input type="checkbox"/> Computer crimes            | <input type="checkbox"/> Receiving Stolen Property |
| <input type="checkbox"/> Drug or Narcotics Offenses | <input type="checkbox"/> Robbery                   |
| <input type="checkbox"/> Extortion                  | <input type="checkbox"/> Theft                     |
| <input type="checkbox"/> Forgery                    | <input type="checkbox"/> Threat                    |
| <input type="checkbox"/> Fraud                      | <input type="checkbox"/> Weapons Offense           |
| <input type="checkbox"/> ID Theft                   | <input type="checkbox"/> Other (Explain) _____     |

**CONFIDENTIAL INFORMATION**

Originated: 11/30/17 Revised: 10/01/18

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**COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES**  
INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

**ADDITIONAL INDIVIDUALIZED ASSESSMENT FACTORS**

**G. Gravity of the offense(s).**

Applicant / Employee Was:

- |  |   |
|--|---|
| <input type="checkbox"/> Incarcerated        | <input type="checkbox"/> Suspended Sentence                                 |
| <input type="checkbox"/> Placed on probation | <input type="checkbox"/> Granted certificate of Rehabilitation (date) _____ |
| <input type="checkbox"/> Fined \$ _____      | <input type="checkbox"/> Pardoned (date) _____                              |
| <input type="checkbox"/> Community Service   | <input type="checkbox"/> Other _____  |

**H. Recency of the offense(s).** Use the information below to identify the particular facts and circumstances of each conviction that is linked to the "Work Functions" of the position.

Date of conviction (mm/dd/yyyy): \_\_\_\_\_

Length of time since successful completion of the sentence: \_\_\_ year(s) \_\_\_ month(s) \_\_\_ day(s)

Length of time since the offense or conduct occurred: \_\_\_ year(s) \_\_\_ month(s) \_\_\_ day(s)

**I. Extent of conviction record.**

Was the offense/conviction a single incident?  Yes  No

-OR-

Were there numerous similar incidents/convictions?  Yes  No

**PART II. PRELIMINARY ASSESSMENT DECISION**

**Acceptable**

- No Job Nexus. Mail **Formal Job Offer** letter.
- No Job Nexus. Provide written notice informing existing employee of suitability for continued employment.
- Job Nexus exists, but mitigated by other relevant factors. Mail **Formal Job Offer** letter.
- Job Nexus exists, but mitigated by other relevant factors. Provide written notice informing existing employee of suitability for continued employment.

**Unacceptable**

- Job Nexus exists for applicant. Mail **Letter Intending to Rescind Conditional Offer of Employment**.
- Job Nexus exists for current employee – *Contact DHR Civil Service Advocacy Division and/or County Counsel's Labor & Employment Division for consultation on further administrative action required, if any.*

**CONFIDENTIAL INFORMATION**

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**COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES**  
INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

**PART III. REASSESSMENT (WRITTEN RESPONSE INFORMATION)**

Date of Letter Intending to Rescind Contingent Employment Offer (mm/dd/yyyy): \_\_\_\_\_

Did Applicant / Employee Respond Timely?  Yes  No

Date of Response (mm/dd/yyyy): \_\_\_\_\_

**Evidence challenging the accuracy of the conviction history report:**

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

**Evidence of rehabilitation or mitigating circumstances:**

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

Date Reassessment Completed (mm/dd/yyyy): \_\_\_\_\_

**PART IV. FINAL DECISION**

**Acceptable**

- No Job Nexus. Mail **Letter of Final Determination** to Applicant.
- No Job Nexus. Provide written notice informing existing employee of suitability for continued employment.
- Job Nexus exists, but mitigated by other relevant factors. Mail **Letter of Final Determination** to Applicant.
- Job Nexus exists, but mitigated by other relevant factors. Provide written notice informing existing employee of suitability for continued employment.

**Unacceptable**

- Job Nexus exists and not mitigated by other relevant factors. Mail **Letter Rescinding Contingent Employment Offer**.
- Job Nexus exists and not mitigated by other relevant factors. Employee is **not** suitable to continue in current position and/or County employment per Civil Service Rule 18.031. (**NOTE: Contact DHR Civil Service Advocacy Division and/or County Counsel's Labor & Employment Division for consultation on further administrative action required, if any.**)
- Other (Explain) \_\_\_\_\_

**CONFIDENTIAL INFORMATION**

Originated: 11/30/17 Revised: 10/01/18



**COUNTY OF LOS ANGELES – DEPARTMENT OF HUMAN RESOURCES**  
 INDIVIDUAL CONVICTION ASSESSMENT/REASSESSMENT FORM

**PART V. CERTIFICATION**

**Human Resources**

Analysis and notification of determination to Hiring Manager (e.g., Director, Sr. Manager, Program Head, etc.) made by:

<b>Name &amp; Title Human Resources Division</b>	<b>Telephone Number</b>	<b>Date</b>	<b>Signature</b>

Analysis and determination approved by (Departmental Human Resources Manager or Designee):

<b>Human Resources Manager or Designee</b>	<b>Telephone Number</b>	<b>Date</b>	<b>Signature</b>

**Hiring Manager**

The Human Resources Division has notified me of their determination:

<b>Executive Level Manager or Hiring Manager (Name &amp; Title)</b>	<b>Facility</b>	<b>Telephone Number</b>	<b>Date</b>	<b>Signature</b>

**AUTHORITY**

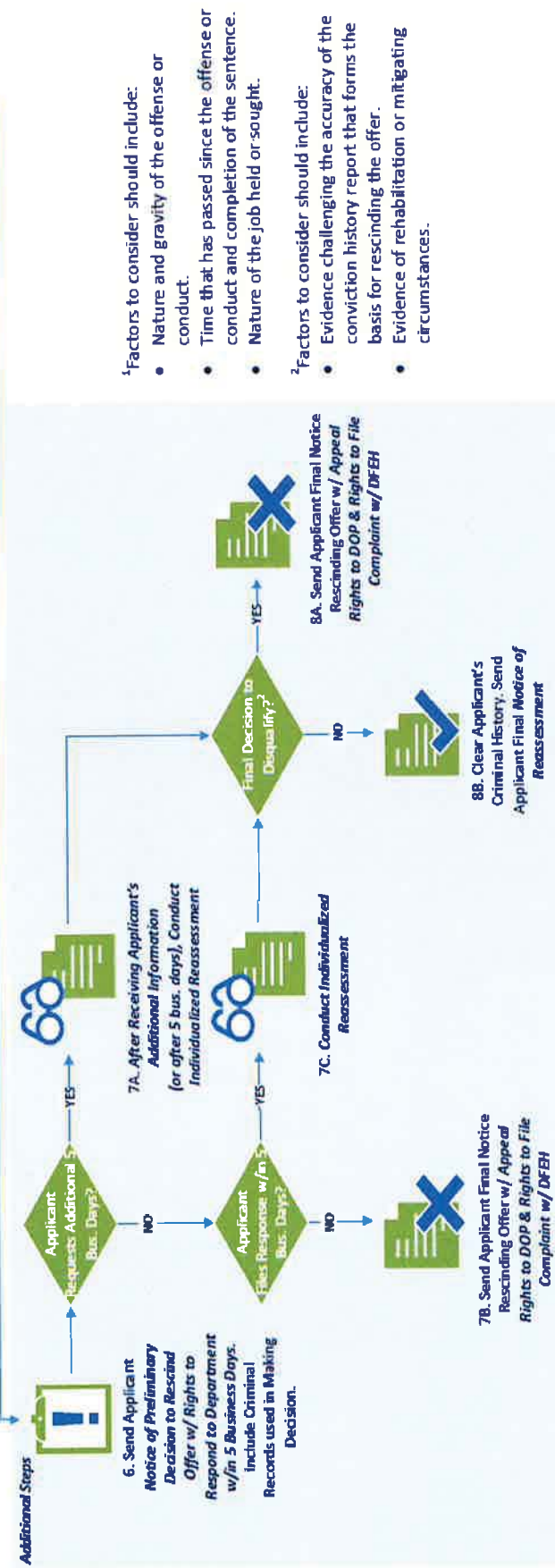
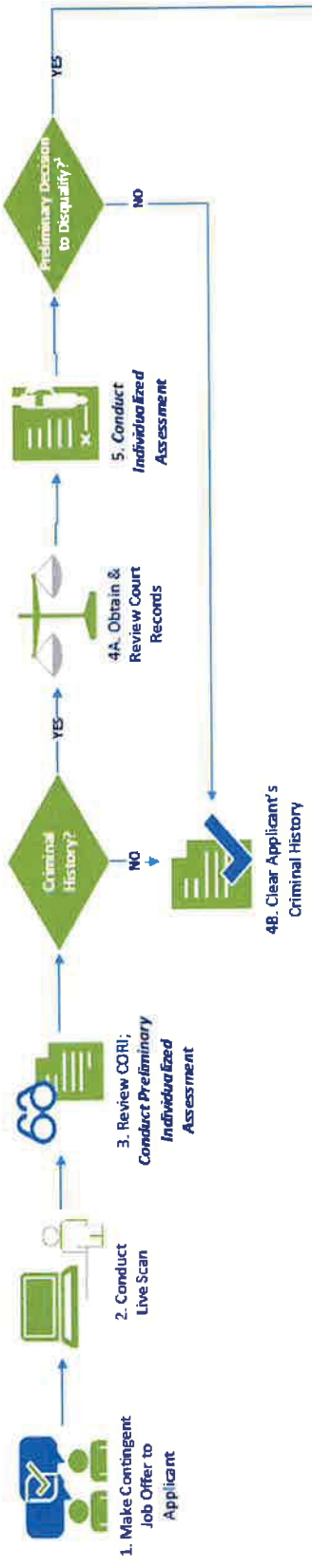
- DHR Policies, Procedures, and Guidelines No. 514
- DHR Policies, Procedures, and Guidelines No. 120
- DHR Policies, Procedures, and Guidelines No. 524
- Civil Service Rule 18
- County Code Section 5.12.110

**CONFIDENTIAL INFORMATION**

*Originated: 11/30/17 Revised: 10/01/18*

Developed by the County of Los Angeles - Department of Human Resources

Criminal Background Flowchart – Process



- <sup>1</sup>Factors to consider should include:
- Nature and gravity of the offense or conduct.
  - Time that has passed since the offense or conduct and completion of the sentence.
  - Nature of the job held or sought.
- <sup>2</sup>Factors to consider should include:
- Evidence challenging the accuracy of the conviction history report that forms the basis for rescinding the offer.
  - Evidence of rehabilitation or mitigating circumstances.

## Department Letterhead

CONFIDENTIAL

NOTICE OF PRELIMINARY DECISION  
TO RESCIND CONDITIONAL EMPLOYMENT OFFER  
BASED ON DISQUALIFYING CONVICTION(S)

Date

Candidate Name  
XXXX Drive Street  
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

The County of Los Angeles Department of XXXXXXXX (Department) intends to rescind the conditional offer of employment you received for the position of \_\_\_\_\_. This preliminary decision was made after conducting an individualized assessment of your conviction history compared with the duties and responsibilities of the position of \_\_\_\_\_. The attached conviction history report and court records detail the following conviction(s), which serve as the basis for the Department's preliminary decision to rescind the conditional offer of employment.

- [List conviction(s)]

You have the right to respond to this notice before the decision becomes final. If you decide to respond, you may submit evidence challenging the accuracy of your conviction history report, evidence and extent of rehabilitation, or other mitigating circumstances. Your request must be made ***in writing and must be received at the following address within five (5) business days from the postmark date on the envelope in which this notice was mailed:***

Department of XXXXX  
NAME  
TITLE  
ADDRESS

To ensure your response is considered timely, please include a copy of the postmarked envelope you received with this notice with your response.

Applicant Name  
DATE  
Page 2

ATTACHMENT C

If you notify the Department in writing within five (5) business days from the postmark date of this notice that you dispute the accuracy of the conviction history report and are taking specific steps obtain evidence supporting that assertion, you will be given an additional five (5) business days to respond. Enclosed with this notice is a sample response form that can be used when responding.

If the Department receives your response in a timely manner, the Department will consider the information before making a final decision. You will be notified in writing of the Department's final decision based on all of the information, including the Department's review of any reasons, facts and/or documentation which is timely submitted.

If you have questions or require additional information about this notification, please contact [Department Contact Name], at (xxx) xxx-xxxx.

Sincerely,

[DHRM Signature]  
Departmental Human Resources Manager

Attachments

To: Department of XXXXX  
Human Resources Manager  
Address  
Los Angeles, CA 90012

From: Candidate Name  
XXXX Drive Street  
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

I received the notification that the County of Los Angeles Department of XXXXXXXX (Department) intends to rescind the conditional offer of employment for the position of \_\_\_\_\_. I reviewed the conviction history report provided with the notification. This is to request the following:

- I am taking specific steps to obtain evidence and therefore need an additional five (5) business days to respond.

The specific steps I am taking are as follows\*:

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- I don't need an additional five (5) business days but want the department to reassess my application based on the following\*:

Evidence challenging the accuracy of the conviction history report:

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Evidence of rehabilitation or mitigating circumstances:

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**\* Submit additional documents/evidence as needed.**

**CERTIFICATION OF APPLICANT (please read carefully):** I hereby certify that all statements made in this response are true and complete to the best of my knowledge. I understand that any false, incomplete or incorrect statement, regardless of when discovered, may result in my disqualification or dismissal from employment with the County of Los Angeles.

**Date:** \_\_\_\_\_ **Signature of Applicant:** \_\_\_\_\_

Department Letterhead

**IMPORTANT:** This form seeks only to collect additional relevant information that allows an opportunity to provide evidence or documentation regarding the accuracy of your conviction history report; evidence of rehabilitation, or mitigating factors surrounding your conviction history to reassess your compatibility for this position.

<b>Position Applying for: (Exact Title)</b>					
Last Name		First Name		Middle Initial	
Other Name(s) Used:					
Street Address		Apt. No.		Home Telephone Number ( ) -	
City	State	Zip Code	Alternate Telephone Number ( ) -		
E-mail Address					
<b>REASON(S) FOR CHALLENGING PRELIMINARY ASSESSMENT:</b>					
<input type="checkbox"/> I am challenging the accuracy of the conviction history report.					
<b>Conviction Date</b>	<b>Violation Code</b>	<b>Conviction Type</b>	<b>Court Disposition</b>	<b>Type of Error</b>	<b>Evidence of Current Status (e.g., judicially dismissed, pardoned, exempted etc.)</b>
<input type="checkbox"/> I ask that you consider the following evidence demonstrating rehabilitation.					
<b>CERTIFICATION OF APPLICANT (please read carefully):</b> I hereby certify that all statements made are true and complete to the best of my knowledge. I understand that any false, incomplete or incorrect statement, regardless of when discovered, may result in my disqualification or dismissal from employment with the County of Los Angeles.					
Date: _____ Signature of Candidate: _____					

**Please attach additional pages if necessary.**

Department Letterhead

**CONFIDENTIAL**

Date:

Applicant Name  
XXXX Drive Street  
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

**NOTICE OF RESTORATION OF CONDITIONAL EMPLOYMENT OFFER**

On \_\_\_\_ [DATE] \_\_\_\_, the County of Los Angeles Department of XXXXXXXX (Department) notified you of its preliminary decision to rescind the conditional offer of employment you received for the position of \_\_\_\_\_. You were informed of your right to respond before the decision became final and that you would be notified in writing of the Department's final decision based on all of the information submitted timely.

On DATE, the Department received your response, including evidence challenging the accuracy of your conviction history report, extent of rehabilitation, and/or other mitigating circumstances. The Department has reviewed and considered your response.

Based on all of the information available, including reasons, facts and/or documentation that you submitted, the Department is restoring the conditional offer of employment you received for the position of \_\_\_\_\_. Our [Human Resources Office] will contact you with information regarding next steps.

Thank you for your interest in employment with our Department. If you have any questions or require additional information, please contact [Department Contact Name], at (xxx) xxx-xxxx.

Sincerely,

Name  
Departmental Human Resources Manager



## Department Letterhead

**CONFIDENTIAL**

Date:

Applicant Name  
XXXX Drive Street  
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

**NOTICE OF FINAL DECISION TO RESCIND CONDITIONAL EMPLOYMENT  
OFFER BASED ON DISQUALIFYING CONVICTION(S)**

On DATE, the County of Los Angeles Department of XXXXXXXXX (Department) notified you of its preliminary decision to rescind the conditional offer of employment you received for the position of \_\_\_\_\_. You were informed of your right to respond before the decision became final and that you would be notified in writing of the Department's final decision based on all of the information submitted timely.

To date, the Department has not received a response from you. You have also not informed the Department that you require additional time to gather evidence to respond to the preliminary decision to rescind the conditional offer of employment.

Since you did not submit a written response within the allotted time and did not request additional time for such a response, the Department has made a final decision to rescind the conditional offer of employment you received for the position of \_\_\_\_\_. You may appeal the Department's decision as indicated below.

**APPEAL RIGHTS:**

If you can show that an error was made in determining your eligibility based on the conviction history information, you may file an appeal with the Department of Human Resources. The appeal must be in writing and provide specific facts and information, which demonstrate where the error occurred. Any appeal that fails to contain such information will be denied as insufficient. The appeal must be received by the Appeals Program within ten (10) business days from the postmark date on the envelope in which this notice was mailed, or from the date an electronic notification was sent, by using this web address: <https://eappeals.lacounty.gov/dashboard/>. For technical support related to online appeal submissions go to <http://apps.hr.lacounty.gov/eAppeal/>.

Applicant Name  
DATE  
Page 2

ATTACHMENT F

You also have the right to file a complaint with the California Department of Fair Employment and Housing (DFEH). For assistance on how to submit a complaint with DFEH, please visit their website at <https://www.dfeh.ca.gov/complaint-process/> or you may contact them as follows:

- By Telephone: Communication Center at 800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711
- By E-mail: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)
- By Mail: DFEH Headquarters, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758.

We thank you for your interest in employment with our Department. The County of Los Angeles is a Fair Chance employer and you are encouraged to apply for other positions by visiting [www.hr.lacounty.gov](http://www.hr.lacounty.gov).

Sincerely,

Name  
Departmental Human Resources Manager

## Department Letterhead

**CONFIDENTIAL**

Date:

Applicant Name  
XXXX Drive Street  
Los Angeles, CA 90010

Dear Mr./Ms. XXXXXX:

**NOTICE OF FINAL DECISION TO RESCIND CONDITIONAL EMPLOYMENT  
OFFER BASED ON DISQUALIFYING CONVICTION(S)**

On DATE, the County of Los Angeles Department of XXXXXXXXX (Department) notified you of its preliminary decision to rescind the conditional offer of employment you received for the position of \_\_\_\_\_. You were informed of your right to respond before the decision became final and that you would be notified in writing of the Department's final decision based on all of the information submitted timely.

On DATE, the Department received your response, including evidence challenging the accuracy of your conviction history report, extent of rehabilitation, and/or other mitigating circumstances. The Department has reviewed and considered your response.

Based on the information reviewed by the Department, including the reasons, facts and documentation that you submitted, the Department has made a final decision to rescind the conditional offer of employment you received for the position of \_\_\_\_\_. You may appeal the Department's decision as indicated below.

**APPEAL RIGHTS:**

If you can show that an error was made in determining your eligibility based on the conviction history information, you may file an appeal with the Department of Human Resources. The appeal must be in writing and provide specific facts and information, which demonstrate where the error occurred. Any appeal that fails to contain such information will be denied as insufficient. The appeal must be received by the Appeals Program within ten (10) business days from the postmark date on the envelope in which this notice was mailed, or from the date an electronic notification was sent, by using this web address: <https://eappeals.lacounty.gov/dashboard/>. For technical support related to online appeal submissions go to <http://apps.hr.lacounty.gov/eAppeal/>.

Applicant Name  
DATE  
Page 2

ATTACHMENT G

You also have the right to file a complaint with the California Department of Fair Employment and Housing (DFEH). For assistance on how to submit a complaint with DFEH, please visit their website at <https://www.dfeh.ca.gov/complaint-process/> or you may contact them as follows:

- By Telephone: Communication Center at 800-884-1684 (voice), 800-700-2320 (TTY) or California's Relay Service at 711
- By E-mail: [contact.center@dfeh.ca.gov](mailto:contact.center@dfeh.ca.gov)
- By Mail: DFEH Headquarters, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758.

We thank you for your interest in employment with our Department. The County of Los Angeles is a Fair Chance employer and you are encouraged to apply for other positions by visiting [www.hr.lacounty.gov](http://www.hr.lacounty.gov).

Sincerely,

Name  
Departmental Human Resources Manager

## SAMPLE REFERRAL FORM



## Department of Mental Health Referral Form

Referral Source				
Date: Click or tap here to enter text.	Referring Party Name:	Click or tap here to enter text.	Phone (Best Contact during Closed School Hours):	Click or tap here to enter text.
Referral Source Role: (check one)	<input type="checkbox"/> Teacher	<input type="checkbox"/> School Counselor	<input type="checkbox"/> School Nurse	<input type="checkbox"/> School Psychologist
	<input type="checkbox"/> School Administrator	<input type="checkbox"/> District Administrator	<input type="checkbox"/> Other (Specify):	
Person Requesting Services:	<input type="checkbox"/> Student Self-Referral	<input type="checkbox"/> Parent/Guardian	<input type="checkbox"/> Teacher	<input type="checkbox"/> School Counselor
	<input type="checkbox"/> School Administrator	<input type="checkbox"/> District Administrator	<input type="checkbox"/> School Nurse	<input type="checkbox"/> School Psychologist
	<input type="checkbox"/> Other (Specify):			
Child/Family Informed Referral was submitted:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Date Informed:	Click or tap here to enter text.	
Student Information				
School District Name:	Click or tap here to enter text.	School Name:	Click or tap here to enter text.	
Last Name:	Click or tap here to enter text.		First Name:	Click or tap here to enter text.
DOB: Click or tap here to enter text.	Age: Click or tap here to enter text.	Type of Insurance: <input type="checkbox"/> Private Insurance <input type="checkbox"/> Medi-Cal <input type="checkbox"/> Indigent		
Gender:	<input type="checkbox"/> Male	<input type="checkbox"/> Transgender	<input type="checkbox"/> Another Identity	<input type="checkbox"/> Decline to Answer
	<input type="checkbox"/> Female	<input type="checkbox"/> Genderqueer	<input type="checkbox"/> Questioning / Unsure	
Current Living Situation:	<input type="checkbox"/> Home of Parent	<input type="checkbox"/> Home of Relative	<input type="checkbox"/> Foster Home	
	<input type="checkbox"/> Homeless	<input type="checkbox"/> Group Home/STRTP	<input type="checkbox"/> Other (Specify): Click or tap here to enter text.	
Primary Contact Information				
Name:	Click or tap here to enter text.		Relationship to Student:	Click or tap here to enter text.
Preferred Language:	Click or tap here to enter text.		Phone:	Click or tap here to enter text.
Current Address:	Click or tap here to enter text.		City:	Click or tap here to enter text.
			Zip Code:	Click or tap here to enter text.
Mental Health Treatment History				
Student currently enrolled in Mental Health Services:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Provider Name and Contact:	Click or tap here to enter text.	
Student has history of Mental Health Services:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Last Known Provider Name and Contact:	Click or tap here to enter text.	
<b>Referral Reason (please check applicable boxes and describe in additional details box)</b> This referral is for low/moderate risk cases as it will take _ business day(s) to respond <b>*For current threats to self and/or others, please follow your school's crisis protocol</b>				
<input type="checkbox"/> Difficulty Concentrating / Distractibility	<input type="checkbox"/> Decreased Interest in Activities / Withdrawn / Isolating	<input type="checkbox"/> Excessive Worry / Nervousness / Anxiety		
<input type="checkbox"/> Sleeping / Eating disturbance	<input type="checkbox"/> Low Mood / Feelings of Hopelessness / Worthlessness	<input type="checkbox"/> Grief / Loss (Explain situation below)		
<input type="checkbox"/> Aggressive Ideation / Threats*	<input type="checkbox"/> Exposure to Trauma	<input type="checkbox"/> Drug Possession / Use		
<input type="checkbox"/> Aggressive Acts (history or current)*	<input type="checkbox"/> At-Risk of Becoming or Currently Homeless	<input type="checkbox"/> At-Risk of Removal or Has Been Removed by DCFS / Current Foster Youth		
<input type="checkbox"/> Symptoms of Psychosis (hearing voices, visual hallucinations, delusional beliefs)*	<input type="checkbox"/> History of Suicidal / Homicidal Ideation*			
<input type="checkbox"/> Other (Specify):				
Additional Details				
Click or tap here to enter text.				

SAMPLE REFERRAL FORM



Department of Mental Health Referral Form

Email Completed Referral Form to _____@dmh.lacounty.gov or (insert fax number)			
For DMH Staff Use Only			
Date Referral Received:	Click or tap here to enter text.	Date Assigned to Staff:	Click or tap here to enter text.
		Triaged To (Staff Name):	Click or tap here to enter text.
		Date Mental Health Screening Conducted:	Click or tap here to enter text.
Disposition			
<input type="checkbox"/> Student meets medical necessity and agrees to mental health services		<input type="checkbox"/> Student does not meet medical necessity	
<input type="checkbox"/> Student / family declined to receive mental health services		Referrals / resources provided: <input type="checkbox"/> Yes <input type="checkbox"/> No	
<input type="checkbox"/> Student / family declined to receive mental health services Click or tap here to enter text.		<input type="checkbox"/> Unable to obtain parental consent	
		<input type="checkbox"/> Connected to Existing Mental Health Provider (Agency Name and Contact): Click or tap here to enter text.	
<b>Notes</b> Click or tap here to enter text.			

MEMORANDA OF UNDERSTANDING  
FOR THE COORDINATION OF SPECIALTY MENTAL HEALTH SERVICES

LOS ANGELES COUNTY UNIFIED SCHOOL DISTRICTS LISTING

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DISTRICT NAME	DISTRICT HEADQUARTERS	SUPERVISORIAL DISTRICT
1. Hacienda La Puente Unified School District	15959 East Gale Avenue City of Industry, CA 91745	1
2. Montebello Unified School District	123 South Montebello Boulevard Montebello, CA 90640	1
3. Torrance Unified School District	2335 Plaza Del Amo Torrance, CA 90501	4