



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

**LISA H. WONG, Psy.D.**  
Director

**Curley L. Bonds, M.D.**  
Chief Medical Officer

**Connie D. Draxler, M.P.A.**  
Acting Chief Deputy Director

May 16, 2023

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

48 May 16, 2023

CELIA ZAVALA  
EXECUTIVE OFFICER

**APPROVAL TO EXECUTE A NEW CONTRACT WITH  
THE UNIVERSITY OF SOUTHERN CALIFORNIA, CHAN DIVISION OF OCCUPATIONAL  
SCIENCE AND OCCUPATIONAL THERAPY  
FOR THE ACADEMY SPECIALIZING IN PEERS IN  
RECOVERY EMPLOYMENT PILOT PROGRAM  
(ALL SUPERVISORIAL DISTRICTS)  
(3 VOTES)**

**SUBJECT**

Request approval to execute a new contract with the University of Southern California, Chan Division of Occupational Science and Occupational Therapy for the Academy Specializing In Peers In Recovery Employment for a pilot program to strengthen the Department's existing mental health peer workforce.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and authorize the Department of Mental Health's Director (Director), or designee, to execute a contract, substantially similar to Attachment I, with the University of Southern California, Chan Division of Occupational Science and Occupational Therapy (USC CDOSOT) for the Academy Specializing In Peers In Recovery Employment (ASPIRE) for a pilot program to strengthen the Department's existing mental health peer workforce. This Contract will be effective upon Board approval through December 31, 2023. The Total Contract Amount (TCA) is \$204,000, fully funded by a grant from the Kaiser Foundation Hospitals (KFH).

2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments or modifications to the Contract in Recommendation 1 to extend the term for one year if appropriate;

revise Contract language; add, delete, modify, or replace the Statement of Work (SOW), make corresponding service adjustments as necessary; and/or reflect changes to federal, State, and County law, regulation, and/or policy, and increase the TCA provided that: 1) the County's total payment in any fiscal year does not exceed an increase of 10 percent from the applicable TCA in Recommendation 1; and 2) sufficient funds are available. These amendments are subject to the prior review and approval as to form by County Counsel, with written notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director, or designee, to terminate the Contract described in Recommendation 1 in accordance with the Contract's termination provisions, including Termination for Convenience. The Director, or designee, will notify your Board and CEO, in writing, of such termination action.

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

The Department of Mental Health (DMH) opted to be part of the Medi-Cal Peer Support Specialist Certification Program in order to provide quality peer support services that will improve the life outcomes of service recipients. Hence DMH proposed the ASPIRE pilot program to help develop the skills of peer support staff and prepare them to take the Medi-Cal Peer Support Specialists certification examination.

Board approval of Recommendation 1 will allow DMH to execute a new contract with USC CDOSOT to implement a skill development and educational program that will support the DMH peer staff, further their learning, and improve their ability to seek certification as a Medi-Cal Peer Support Specialist.

Board approval of Recommendation 2 will allow DMH to amend the Contract to extend the term, revise the language, modify SOW, increase the funding amount, and reflect federal, State, and County law, regulation, and/or policy changes.

Board approval of Recommendation 3 will allow DMH to terminate the Contract in accordance with the termination provisions, including Termination for Convenience, in a timely manner, as necessary.

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

The recommended actions support the County's Strategic Plan Goal III, Realize Tomorrow's Government Today, via Strategy I - Continually Pursue Development of Our Workforce.

### **FISCAL IMPACT/FINANCING**

The total amount for this Contract with USC CDOSOT is \$204,000, fully funded by a grant from KFH for ASPIRE to implement a pilot program to strengthen the Department's existing mental health peer workforce.

Sufficient appropriation is included in the FY 2022-23 Final Adopted Budget. Funding for future fiscal years will be included in the budget request process.

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

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

Over the last several decades, efforts to fully integrate Peer Support Specialists in public mental health services have been prioritized by the Substance Abuse and Mental Health Services Administration, in addition to the development of core competencies for Peer Workers.

In September 2020, Senate Bill (SB) 803 (Beall, Chapter 150, Statutes of 2020) was passed, requiring the California Department of Health Care Services (DHCS) to seek federal approval to establish the Peer Specialist as a distinct service provider under specialty mental health services. SB 803 directed DHCS to develop State standards for Medi-Cal Peer Support Specialist Certification Programs, and DHCS contracted with California Mental Health Services Authority (CalMHSA) to serve as the certifying entity for the Medi-Cal Peer Support Specialist program. To that end, CalMHSA has released and administered a Medi-Cal Peer Support Specialists certification examination in November 2022.

At the same time as SB 803 passed, Kaiser Permanente's Mental Health and Wellness Initiative invited DMH to participate in its Strategic Partnership Grants with the intended goal to increase and improve the mental health workforce by partnering with organizations that serve Southern California communities. As a result, KFJ awarded \$300,000 grant funding to DMH to implement the ASPIRE pilot program. As DMH had previously approved delegated authority to accept grant awards in the amounts not to exceed \$500,000 annually, DMH notified your Board on September 24, 2020 the receipt of KFJ's grant award, accordingly. Originally, the KFJ grant was set to end on December 31, 2022; however, DMH requested and received an extension through December 31, 2023.

To support DMH's participation in the Medi-Cal Peer Support Specialist Certification Program, the ASPIRE pilot program was proposed to help develop the skills of DMH peer staff, and prepare them to take the certification exam. The ASPIRE pilot program is divided into two phases. Phase I required a detailed needs assessment of DMH peer staff and peer volunteers in order to identify the specific assistance that DMH can provide in the areas of educational advancement, skill development, and specialty knowledge relevant to the provision of peer support services. The contract for Phase I was awarded based on a purchase order bid solicitation released by the Internal Services Department (ISD).

Phase II of the ASPIRE pilot program focuses on supporting peer staff to become State certified Medi-Cal Peer Support Specialists by implementing a skill development and educational program which will include vocational guidance by Occupational Therapy (OT) professionals, along with training, tutoring, coaching, and mentorship support. DMH released a solicitation to procure a contractor for this phase of the pilot. Execution of this Contract with USC CDOSOT will allow DMH to maximize usage of the grant funds and remain in compliance with SB 803, by implementing the educational program to support peers with obtaining certification.

Attachment I is the ASPIRE Pilot Program Contract, which has been reviewed and approved as to form by County Counsel.

## **CONTRACTING PROCESS**

On January 19, 2023, DMH issued an Invitation for Bids (IFB) No. #DMH011923B1 to the County's "Doing Business with Us" and DMH's Contracting Opportunities website to solicit bids for a contract with an organization to implement Phase II of the ASPIRE pilot program, and USC CDOSOT was the


sole respondent to the bid request.

In accordance with County contracting policy, the bid was evaluated and DMH determined that USC CDOSOT met the qualifications and had the required experience to implement Phase II of the ASPIRE pilot program. DMH is recommending that your Board approve the execution of this new Contract with USC CDOSOT, as this organization has met the requirements of DMH's IFB.

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

Board approval of the recommended actions will allow DMH to implement a skill development and educational program to support the peer staff in Los Angeles County by helping peers further their education and advance their skill sets, with the goal of obtaining certification as Medi-Cal Peer Support Specialists thus expanding the availability of certified peers within the County and allowing for services to be billed to Medi-Cal.

Respectfully submitted,



LISA H. WONG, Psy.D.

Director

LHW:CDD:KN SK:RLR:sc

Enclosures

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



**CONTRACT BY AND BETWEEN  
THE COUNTY OF LOS ANGELES  
DEPARTMENT OF MENTAL HEALTH**

**AND**

**UNIVERSITY OF SOUTHERN CALIFORNIA, CHAN DIVISION OF OCCUPATIONAL  
SCIENCE AND OCCUPATIONAL THERAPY**

**FOR**

**ACADEMY SPECIALIZING IN PEERS IN RECOVERY EMPLOYMENT (ASPIRE) PILOT  
PROGRAM – PHASE II SERVICES**

MH280005

**Contract Number**

1540 Alcazar St., CHP 133 MC 9003

128450

**Vendor Number**

Los Angeles, CA 90033

**Contractor Headquarters Address**

n/a

**Reference Number**

**Contractor Headquarters' Supervisorial District** 1

**Contractor Headquarters' Service Area** 4

**Mental Health Supervisorial District(s)** 1

**Mental Health Service Area(s)** 4

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**Contract Exhibits:**

- Exhibit A - Statement of Work
- Exhibit B - Fee Schedule
- Exhibit C - Intentionally Omitted
- Exhibit D - Contractor's EEO Certification
- Exhibit E - County's Administration
- Exhibit F - Contractor's Administration
- Exhibits G, G-1, G-2, G-3 – COVID-19 Vaccination Certification of Compliance and Acknowledgment of Confidentiality Agreement(s)
- Exhibit H - Jury Service Ordinance
- Exhibit I - Safely Surrendered Baby Law
- Exhibit J-N - Intentionally Omitted
- Exhibit O - Charitable Contributions Certification
- Exhibit P - Intentionally Omitted
- Exhibit Q - Information Security and Privacy Requirements for Contracts
- Exhibit R - DMH Contractor's Compliance with Information Security Requirements
- Exhibit S - Confidentiality Oath for Non-DMH Workforce Members
- Exhibit T - Intentionally Omitted
- Exhibit U - Attestation Regarding Information Security Requirements

**CONTRACT BY AND BETWEEN**  
**THE COUNTY OF LOS ANGELES**  
**DEPARTMENT OF MENTAL HEALTH**  
**AND**  
**UNIVERSITY OF SOUTHERN CALIFORNIA, CHAN DIVISION OF OCCUPATIONAL**  
**SCIENCE AND OCCUPATIONAL THERAPY**  
**FOR**  
**ASPIRE PILOT PROGRAM – PHASE II SERVICES**

This CONTRACT is made and entered into this \_\_\_ day of \_\_\_\_\_, 2023, by and between the County of Los Angeles, Department of Mental Health, hereinafter referred to as County and the University of Southern California, Chan Division of Occupational Science and Occupational Therapy, hereinafter referred to as “Contractor”. Contractor is located at 1540 Alcazar Street, CHP 133 MC 9003, Los Angeles, CA 90033. County and Contractor may be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, the County may contract with private educational institutions for educational and peer training services, such as the Academy Specializing in Peers In Recovery Employment (ASPIRE) Pilot Program when certain requirements are met; and

WHEREAS, Contractor is a private educational institution specializing in delivering peer training or occupational therapy services, such as the ASPIRE Pilot Program; and

WHEREAS, on \_\_\_\_\_, the Board of Supervisors approved authorization for the Department of Mental Health (DMH) Director, or designee, to execute this Contract; and

WHEREAS, the County is committed to standardizing the role of the Peer Support Specialists in Los Angeles County by helping these individuals further their education and advance their skill set, with the goal of obtaining certification as Medi-Cal Peer Support Specialists; and

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

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

**1 APPLICABLE DOCUMENTS**

Exhibits A, B, D, E, F, G, H, I, O, Q, R, S, and U are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits,

or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the terms and conditions of the Contract and then to the Exhibits according to the following priority.

|                                |  |
|--------------------------------|--|
| Exhibit A                      | Statement of Work  |
| Exhibit B                      | Fee Schedule   |
| Exhibit C                      | Intentionally Omitted  |
| Exhibit D                      | Contractor's EEO Certification   |
| Exhibit E                      | County's Administration  |
| Exhibit F                      | Contractor's Administration  |
| Exhibit(s) G, G-1,<br>G-2, G-3 | COVID-19 Vaccination Certification of Compliance and<br>Acknowledgment of Confidentiality Agreement(s) |
| Exhibit H                      | Jury Service Ordinance   |
| Exhibit I                      | Safely Surrendered Baby Law  |
| Exhibits J-N                   | Intentionally Omitted  |
| Exhibit O                      | Charitable Contributions Certification   |
| Exhibit P                      | Intentionally Omitted  |
| Exhibit Q                      | Information Security and Privacy Requirements for Contracts  |
| Exhibit R                      | DMH Contractor's Compliance with Information Security<br>Requirements                                  |
| Exhibit S                      | Confidentiality Oath for Non-DMH Workforce Members   |
| Exhibit T                      | Intentionally Omitted  |
| Exhibit U                      | Attestation Regarding Information Security Requirements  |

This Contract constitutes the complete and exclusive statement of understanding between the Parties, and supersedes all previous contracts, written or oral, and all communications between the Parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) or Paragraph 8.34 (Notices) and signed by both Parties.

## 2 DEFINITIONS

### 2.1 Standard Definitions:

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

- 2.1.1 **Amendment:** A change in this Contract by adding, altering, or omitting a certain part or term mutually agreed by both Parties.
- 2.1.2 **Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.3 **Contract:** This agreement executed between County and Contractor. Included are all Exhibits and Attachments, as well as all supplemental agreements amending or extending the service to be performed. This Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services and other work.
- 2.1.4 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.5 **County Project Manager:** The person designated by County's Project Director to manage the operations under this Contract.
- 2.1.6 **County Project Director:** The person designated by County to oversee contractual or administrative matters relating to this contract that cannot be resolved by the County's Project Manager.
- 2.1.7 **Contractor Project Manager:** The person designated by Contractor to act as a main point of contact with the County, and shall have full authority to act for Contractor on all matters relating to the daily operations of the Contract.
- 2.1.8 **Contractor Authorized Official:** The person designated by Contractor to negotiate and execute this Contract.
- 2.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 **Department of Mental Health (DMH):** A government department within Los Angeles County that provides public mental health services for Los Angeles County residents. For the purposes of this Contract, "County" and "DMH" may be used interchangeably.
- 2.1.11 **Director of the Department of Mental Health:** The person designated by the Board of Supervisors with authority for the County to oversee contractual or administrative matters relating to this Contract that cannot be resolved by the County Project Manager.

- 2.1.12 **Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.
- 2.1.13 **Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.14 **Subcontract:** An agreement by Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

### 3 WORK

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

### 4 TERM OF CONTRACT

- 4.1 The term of this Contract shall be effective upon Board approval and shall continue in full force and effect through December 31, 2023.
- 4.2 The County will have the sole option to extend this Contract term for up to one additional 12-month period. Such extension option may be exercised at the sole discretion of the DMH Director or designee, as authorized by the Board of Supervisors.

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

### 5 CONTRACT AMOUNT

#### 5.1 Total Contract Amount

Total Contract Amount (TCA) for all services provided hereunder shall not exceed the sum of TWO HUNDRED FOUR THOUSAND DOLLARS (\$204,000) as described in Exhibit B (Fee Schedule).

## **5.2 Written Approval for Reimbursement**

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

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

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

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

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

## **5.5 Invoices and Payments**

**5.5.1** Contractor shall invoice the County only for providing the tasks, deliverables, services, and other work specified in Exhibit A (SOW) and Exhibit B (Fee Schedule). Contractor shall prepare invoices, which will include the charges owed to Contractor by the County under the terms of this Contract. Contractor's payments shall be as provided in Exhibit B (Fee Schedule) and Contractor will be paid only for the tasks, deliverables, services, and other work approved in writing by the County.

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

**5.5.3** Contractor shall, no later than the 30<sup>th</sup> day of each month following the service month, submit an invoice to the County for tasks, deliverables, and services identified in Exhibit A (SOW). All invoices under this Contract must be submitted the following email address:

[APSVPUInquiries@dmh.lacounty.gov](mailto:APSVPUInquiries@dmh.lacounty.gov)

The following is the Contractor reimbursement process:

- 5.5.3.1 Within 30 days of the end of the month in which eligible services are delivered, Contractor submits a monthly invoice to LACDMH for actual services provided for the previous month.
- 5.5.3.2 In each instance that an invoice is received after the 30<sup>th</sup> day, the Contractor is required to provide the County with a written justification for the delay. In each such instance, the County Project Director will review the justification to decide eligibility for payment of the invoice in part or in whole.
- 5.5.3.3 The invoice should include the relevant information and documentation to support the payments.
- 5.5.3.4 Upon receipt and approval of invoices from Contractor, DMH will make payment to Contractor within 30 days of the date the invoice was approved for payment.
- 5.5.3.5 In the event of correction of a prior period invoice or reimbursement such as “retro-delete” (overpayment) or “retro-add” (underpayment), the adjustment will be shown and included in Contractor’s current invoice.

#### **5.5.4 County Approval of Invoices**

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

#### **5.6 Intentionally Omitted**

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

- 5.7.1 The County, at its sole discretion, has determined that the most efficient and secure default form of payment for goods and/or services provided under a Contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).
- 5.7.2 Contractor shall submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.
- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit shall supersede this requirement with respect to those payments.



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

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

### **6.1 County Administration**

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

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

The role of the Director:

- 6.2.1 The Director shall have the authority to administer this Contract on behalf of the County. All references to the actions or decisions to be made by the County in this Contract shall be made by the Director unless otherwise expressly provided.
- 6.2.2 The Director may designate one or more persons to act as designee for the purposes of administering this Contract. Therefore "Director" shall mean "Director and/or designee."
- 6.2.3 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.
- 6.2.4 Upon request of Contractor, providing direction to Contractor, as appropriate, in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.

### **6.3 County's Project Director**

The role of the County's Project Director may include:

- 6.3.1 Coordinating with Contractor and ensuring Contractor's performance of the Contract; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby; and
- 6.3.2 Upon request of Contractor, providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, will Contractor's

obligation to fully satisfy all of the requirements of this Contract be relieved, excused, or limited thereby.

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

#### **6.4 County's Project Manager**

The role of the County's Project Manager is authorized to include:

**6.4.1** Meeting with the Contractor's Project Manager on an as-needed basis; and

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

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

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

### **7.1 Contractor Administration**

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

### **7.2 Contractor's Project Manager**

**7.2.1** Contractor's Project Manager is designated in Exhibit F (Contractor's Administration).

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

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

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

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

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge, which must be visibly displayed on each staff member while providing services under this Contract.

## **7.5 Background and Security Investigations**

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

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

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

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

## **7.6 Confidentiality**

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

**7.6.2** Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's

indemnification obligations under this Paragraph 7.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and will be entitled to reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

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

**7.6.4** Contractor must sign and adhere to the provisions of Exhibit G-1 (Contractor Acknowledgement and Confidentiality Agreement).

Contractor will require all Contractor employees and non-employees performing services under this Contract to sign and adhere to the provisions of the Exhibits G-2 and G-3 (Contractor Acknowledgement and Confidentiality Agreement). Such Acknowledgments must be executed by each such employee or non-employee, on or immediately after the commencement date of this Contract but in no event later than the date such employee or non-employee first performs services under this Contract.

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

**8.1.1** For any change which affects the scope of work, term, funding, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by Contractor and by the DMH Director or designee.

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

**8.1.3** The DMH Director or designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). Contractor agrees that such extensions of time shall not change any

other term or condition of this Contract during the period of such extensions. To implement an extension of time, an amendment to the Contract shall be prepared by DMH and executed by Contractor and the DMH Director or designee.

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

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

**8.2.2** Contractor shall not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation or other transfer of its rights or duties, without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Contract, which is formally approved and executed by the Parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against the County.

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

## **8.3 Authorization Warranty**

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

## **8.4 Budget Reductions**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to

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

## **8.5 Complaints**

Contractor shall develop, maintain and operate procedures for receiving, investigating, and responding to complaints.

### **8.5.1 Complaint Procedures**

- 8.5.1.1 Within 30 business days after the Contract effective date, Contractor shall provide the County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2 The County will review Contractor's policy and provide Contractor with approval of said plan or with requested changes.
- 8.5.1.3 If the County requests changes in Contractor's policy, Contractor shall make such changes and resubmit the plan within 30 business days for County approval.
- 8.5.1.4 If, at any time, Contractor wishes to change Contractor's policy, Contractor shall submit proposed changes to the County for approval before implementation.
- 8.5.1.5 Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 10 business days of receiving the complaint.
- 8.5.1.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.1.7 Copies of all written responses shall be sent to the County's Project Manager within five business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

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

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

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

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

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

### **8.8.1 Jury Service Program**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#), a copy of which is attached as Exhibit H.

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

8.8.2.1 Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that Contractor qualifies for an

exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), Contractor shall have and adhere to a written policy that provides that its Employees will receive from Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the Employee's regular pay the fees received for jury service.

8.8.2.2 For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this paragraph. The provisions of this paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the subcontract.

8.8.2.3 If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate, to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or



that Contractor continues to qualify for an exception to the Program.

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

## **8.9 Conflict of Interest**

**8.9.1** No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, will be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

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

## **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

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

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

**8.11.1** Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work

(GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that Contractor will interview qualified candidates. The County will refer GAIN-GROW participants by job category to Contractor. Contractor shall report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

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

## **8.12 Contractor Responsibility and Debarment**

### **8.12.1 Responsible Contractor**

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

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

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

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

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

#### **8.12.4 Contractor Hearing Board**

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

receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

These terms will also apply to subcontractors of County contractors.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit I (Safely Surrendered Baby Law) in a prominent position at Contractor's place of business. Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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

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

8.14.2 As required by the County's Child Support Compliance Program ([County Code Chapter 2.200](#)) and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Contract, maintain compliance with employment and wage reporting

requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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

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

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

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

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

## **8.17 Employment Eligibility Verification**

**8.17.1** Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. Contractor shall retain all such

documentation for all covered employees for the period prescribed by law.

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

## **8.18 Counterparts and Electronic Signatures and Representations**

This Contract may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Contract. The facsimile, email or electronic signature of the Parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

The County and Contractor hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Contract.

## **8.19 Fair Labor Standards**

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

## **8.20 Force Majeure**

**8.20.1** Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

**8.20.2** Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such

default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this subparagraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.20.3** In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

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

## **8.22 Independent Contractor Status**

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

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

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

**8.22.4** Contractor shall adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

**8.23 Indemnification**

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

**8.24 General Provisions for all Insurance Coverage**

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

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

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

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

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



NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles  
Department of Mental Health  
Contracts Development and Administration Division  
510 S. Vermont Ave., 20<sup>th</sup> Floor  
Los Angeles, CA 90020  
Attention: Division Manager of Contracts

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

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

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

an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

**8.24.4 Cancellation of or Changes in Insurance**

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

**8.24.5 Failure to Maintain Insurance**

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

**8.24.6 Insurer Financial Ratings**

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

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

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

**8.24.8 Waivers of Subrogation**

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

**8.24.9 Subcontractor Insurance Coverage Requirements**

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

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

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

**8.24.11 Claims Made Coverage**

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

**8.24.12 Application of Excess Liability Coverage**

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

**8.24.13 Separation of Insureds**

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

**8.24.14 Alternative Risk Financing Programs**

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

### 8.24.15 County Review and Approval of Insurance Requirements

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

## 8.25 Insurance Coverage

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

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

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

**8.25.3 Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

### 8.25.4 Unique Insurance Coverage

#### 8.25.4.1 Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a

person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

**8.25.4.2 Professional Liability-Errors and Omissions**

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

**8.25.4.3 Intentionally Omitted**

**8.25.4.4 Intentionally Omitted**

**8.25.4.5 Intentionally Omitted**

**8.25.4.6 Intentionally Omitted**

**8.26 Intentionally Omitted**

**8.27 Most Favored Public Entity**

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

**8.28 Nondiscrimination and Affirmative Action**

**8.28.1** Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, language, gender, sexual orientation, age (over 40), physical disability (including HIV and AIDS), marital status, mental health conditions, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era in compliance with all applicable federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.

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

- 8.28.3** Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, language, gender, sexual orientation, age (over 40), physical disability (including HIV and AIDS), marital status, mental health conditions, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era in compliance with all applicable federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, language, gender, sexual orientation, age (over 40), physical disability (including HIV and AIDS), marital status, mental health conditions, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era.
- 8.28.5** Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, language, gender, sexual orientation, age (over 40), physical disability (including HIV and AIDS), marital status, mental health conditions, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6** Contractor must allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated federal or State anti-discrimination laws or

regulations shall constitute a finding by the County that Contractor has violated the anti-discrimination provisions of this Contract.

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

**8.29 Intentionally Omitted**

**8.30 Notice of Delays**

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

**8.31 Notice of Disputes**

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

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

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

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

Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit I (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

**8.34 Notices**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and will be hand delivered, sent first class mail, or sent via electronic mail addressed to the parties as identified in Exhibits E (County's Administration) and F (Contractor's Administration). Addresses may be changed by either Party giving 10 days' prior written notice thereof to the other Party. The

DMH Director, or designee, shall have the authority to execute all notices or demands required or permitted by the County under this Contract.

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

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

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by Contractor and all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

### **8.37 Publicity**

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

8.37.1.1 Contractor shall develop all publicity material in a professional manner; and

8.37.1.2 During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the



prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

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

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

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

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

- 8.38.3** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to

Contractor, then the difference shall be either: a) repaid by Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to Contractor, then the difference shall be paid to Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.39 Recycled Bond Paper**

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

### **8.40 Subcontracting**

**8.40.1** The requirements of this Contract may not be subcontracted by Contractor without the advance approval of the County. Any attempt by Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

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

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

8.40.2.2 A draft copy of the proposed subcontract; and

8.40.2.3 Other pertinent information and/or certifications requested by the County.

**8.40.3** Contractor shall indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

**8.40.4** Contractor shall remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.

**8.40.5** The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. Contractor is responsible to notify its subcontractors of this County right.

**8.40.6** The Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

**8.40.7** Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.40.8** Contractor shall obtain certificates of insurance which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor shall ensure delivery of all such documents to:

County of Los Angeles  
Department of Mental Health  
Contracts Development and Administration Division  
510 S. Vermont, 20<sup>th</sup> Floor  
Los Angeles, CA 90020  
Attention: Division Manager of Contracts

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

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

**8.42 Termination for Convenience**

**8.42.1** This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than 10 days after the notice is sent.

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

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

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

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

**8.43 Termination for Default**

**8.43.1** The County may, by written notice to Contractor, terminate the whole or any part of this Contract, if, in the judgment of DMH Director:

8.43.1.1 Contractor has materially breached this Contract; or

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

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

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

**8.43.3** Contractor shall not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of federal or State governments in their sovereign capacities, fires, floods, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of Contractor.

**8.43.4** If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination

had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

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

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

**8.44.1** The County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

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

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

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

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

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

8.45.1.3 The appointment of a Receiver or Trustee for Contractor; or

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

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

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

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

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

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

**8.48 Validity**

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

**8.49 Waiver**

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

**8.50 Warranty Against Contingent Fees**

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

**8.50.2** For breach of this warranty, the County will have the right to terminate this Contract and at its sole discretion, deduct from the Contract price or

consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

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

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

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

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

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

**8.53 Time Off for Voting**

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

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

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

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

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

**8.55 Intentionally Omitted**

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

Contractor, and its subcontractors must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Contractor's violation of this paragraph may constitute a material breach of this Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract.

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

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

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

Proposers, contractors, subsidiaries, or subcontractors are prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A proposer, contractor, subsidiary, or subcontractor is also prohibited from submitting a bid or proposal in a County solicitation if the proposer, contractor, subsidiary, or subcontractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the proposer, contractor, subsidiary, or subcontractor from participation in the County solicitation or the termination or cancellation of any resultant County contract. This provision shall survive the expiration, or other termination of this Contract.

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

8.58.2 The policy states that "The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm [collectively "firm"] from submitting a bid or proposal in any



County solicitation process where the person or firm, assisted in the development of the solicitation document(s)” and can be found at the following link:

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

- 8.58.3 No contractor, subsidiary, subcontractor, or proposer that assisted in the development of solicitation document(s) shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the contractor, proposer, subsidiary, or subcontractor under this Contract. As this prohibition applies to subcontractors of the Contractor, the Contractor shall notify any subcontractors providing services under this Contract of this prohibition before they commence work. Any response to a solicitation submitted by the contractor, proposer, subsidiary, or subcontractor to the Contractor in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of this Contract.
- 8.58.4 The policy is not applicable to a proposer, contractor, subsidiary, or subcontractor that has participated in a County released Request for Information process.

### **8.59 Injury and Illness Prevention Program**

Contractor will be required to comply with the State of California’s Cal OSHA’s regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

### **8.60 COVID-19 Vaccinations of County Contractor Personnel**

- 8.60.1 At Contractor's sole cost, Contractor must comply with [Chapter 2.212](#) (COVID-19 Vaccinations of County Contractor Personnel) of County Code Title 2 - Administration, Division 4. All employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, “Contractor Personnel”), must be fully vaccinated against the novel coronavirus 2019 (“COVID-19”) prior to (1) interacting in person with County employees, interns, volunteers, and commissioners (“County workforce members”), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, “In-Person Services”).

- 8.60.2** Contractor Personnel are considered “fully vaccinated” against COVID-19 2 weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization (“WHO”).
- 8.60.3** Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered (“Vaccination Record Card”); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response (“QR”) code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.
- 8.60.4** Contractor shall evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, Contractor must also maintain records of the Contractor Personnel’s testing results. Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract:
- 8.60.4.1 Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for

Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

8.60.4.2 Wear a mask that is consistent with CDC recommendations at all times while on County controlled or owned property, and while engaging with members of the public and County workforce members.

8.60.4.3 Engage in proper physical distancing, as determined by the applicable County department that the Contract is with.

In addition to complying with the requirements of this section, Contractor shall also comply with all other applicable local, departmental, State, and federal laws, regulations and requirements for COVID-19. A completed Exhibit G (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **9 UNIQUE TERMS AND CONDITIONS**

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

#### **Inadvertent Access:**

**9.1.1** Contractor expressly acknowledges and agrees that the provision of services under this Contract does not require or permit access by Contractor or any of its officers, employees, or agents, to any patient medical records/patient information. Accordingly, Contractor shall instruct its officers, employees, and agents that they are not to pursue, or gain access to, patient medical records/patient information for any reason whatsoever.

**9.1.2** Notwithstanding the forgoing, the parties acknowledge that in the course of the provision of services hereunder, Contractor or its officers, employees, and agents, may have inadvertent access to patient medical records/patient information. Contractor understands and agrees that neither it nor its officers, employees, or agents, are to take advantage of such access for any purpose whatsoever.

**9.1.3** Additionally, in the event of such inadvertent access, Contractor and its officers, employees, and agents, must maintain the confidentiality of any information obtained and must notify the Director that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents',

access to patient medical records/patient information. Contractor agrees to provide appropriate training to its employees regarding their obligations as described hereinabove.

## **9.2 Ownership of Materials and Copyright**

- 9.2.1** County shall be the sole owner of all right, title and interest, including copyright, in and to all plans, diagrams, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Contract.
- 9.2.2** During the term of this Contract and for five years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** Any and all materials and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** The County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under subparagraph 9.2.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any State or federal law or order of court.
- 9.2.6** All the rights and obligations of this Paragraph 9.2 shall survive the expiration or termination of this Contract.

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

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

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

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

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

### **9.5 Data Destruction**

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

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

The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) and Vendor(s) that certifies and

validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and indecipherable.

Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to printers, hard drives, servers, and/or workstations are destroyed consistent with the current NIST Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

**9.6 Intentionally Omitted**

**9.7 Intentionally Omitted**

**9.8 Intentionally Omitted**

## **10 Survival**

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions shall survive the expiration or termination of this Contract for any reason:

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

Paragraph 5.4 (No Payment for Services Provided Following Expiration/Termination of Agreement)

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.34 (Notices)

Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)

Paragraph 8.42 (Termination for Convenience)

Paragraph 8.43 (Termination for Default)

Paragraph 8.48 (Validity)

Paragraph 8.49 (Wavier)

Paragraph 8.58 (Prohibition from Participation in Future Solicitation(s))

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
LISA H. WONG, Psy.D.  
Director of Mental Health

University of Southern California, Chan Division  
of Occupational Science and Occupational  
Therapy  
\_\_\_\_\_  
CONTRACTOR

By \_\_\_\_\_  
Name Mark Todd, Ph.D.  
Title Vice Provost for Academic Operations  
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By: Margaret Ambrose  
Principal Deputy County Counsel



**ASPIRE PILOT PROGRAM – PHASE II  
STATEMENT OF WORK  
EXHIBIT A**

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# **ASPIRE PILOT PROGRAM – PHASE II**

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

### **1.0 SCOPE OF WORK**

Utilizing Occupational Therapy (OT) professionals and individuals with lived experiences who are knowledgeable of the Recovery/Peer movement in community mental health settings and in assisting those who have lived experience to meet their vocational and/or education needs, the Contractor shall support the Academy Specializing in Peers In Recovery Employment (ASPIRE) Pilot Program’s Phase II (Project) by:

- 1.1 Conduct individual assessments by OT professionals of Los Angeles County Department of Mental Health (LACDMH) Peer Staff to identify their Medi-Cal Peer Support Specialist certification needs, guide the development of individualized action plans, and support implementation of recommended occupational therapy strategies; and
- 1.2 Conducting specific certification support activities for individuals with lived experience, including but not limited to, peer tutoring, peer facilitated study groups, peer coaching, and peer conducted workshops.

### **2.0 SPECIFIC WORK REQUIREMENTS**

- 2.1 Contractor shall utilize OT professionals to conduct individual assessments of LACDMH Peer Staff to identify their support needs to seek certification as a California Medi-Cal Peer Support Specialist, including:
  - 2.1.1 Propose, in writing for County approval, an assessment methodology and description(s) of assessment tool(s) within 30 days from the Contract start date. The methodology and tool(s) should allow user-friendly participation by LACDMH Peer Staff countywide and include, at minimum, an assessment of the ways in which cognition/executive functioning, education/work history, and environmental/contextual factors may impact Peer Staff’s ability to obtain certification as a California Medi-Cal Peer Support Specialist.
  - 2.1.2 Begin to execute the assessment within 60 days from the Contract start date.
  - 2.1.3 Administer the assessment on an individual basis to those who are seeking support, provide customer support for participants, and gather assessment data.

- 2.1.4 Maintain a record of the assessment for each individual for the Contract period and provide summary reports to the County Project Manager of results as requested by DMH.
- 2.2 Contractor shall use the results of the assessment noted in 2.1.1 as the basis to:
  - 2.2.1 Guide each individual who was assessed in the development of an action plan/pathway to obtaining certification. Provide a written or visual action plan that includes individualized recommendations and supports.
  - 2.2.2 Provide consultation on the implementation of OT recommended strategies such as environmental/task modifications or sensory strategies.
  - 2.2.3 Maintain a record of the plan and consultations for each individual for the Contract period and make summary reports available to County as requested.
- 2.3 Contractor shall utilize individuals with lived experience to provide the following support activities for LACDMH Peer Staff.
  - 2.3.1 Coaching support on preparing and applying for the California Medi-Cal Peer Support Specialist certification exam. Contractor shall obtain prior approval from LACDMH for Contractor's coaches and their coaching schedule.
  - 2.3.2 Facilitated study groups on preparing for the California Medi-Cal Peer Support Specialist certification exam. Contractor shall obtain prior approval from LACDMH for facilitators of the study group and the study group schedule.
  - 2.3.3 Accessible workshops on preparing for the California Medi-Cal Peer Support Specialist certification exam. Contractor shall obtain prior approval from LACDMH for workshop topics, trainers, and schedule.
- 2.4 Contractor shall conduct the following project management tasks:
  - 2.4.1 As-needed video or telephone conference meetings with the County Project Manager.
  - 2.4.2 Prepare and submit activity reports to accompany monthly invoices for services rendered.
  - 2.4.3 Prepare and submit data reports on an agreed upon periodic basis that indicates volume of service and results.

2.4.4 Carry out quality assurance tasks for optimal project operation.

2.4.4.1 Administer a LACDMH participant satisfaction survey to elicit feedback about the support received.

2.4.5 Submit monthly invoices for work completed per Exhibit B - Fee Schedule.

### **3.0 QUALITY CONTROL**

Contractor shall establish and utilize a Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Project Manager for review within 30 days from the Contract start date to the County Project Manager's email address provided in Exhibit E (County Administration). The Plan shall include, but may not be limited to the following:

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

3.2 A process of reviewing work done by Contractor staff and subcontractor, including:

3.2.1 Review by Contractor of the individualized assessments and associated plans as part of their routine, and supervise work completed by its OT professionals. Contractor shall also review support activities provided by their staff with lived experience.

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

### **4.0 QUALITY ASSURANCE PLAN**

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

#### **4.1 Meetings**

Contractor is required to attend all scheduled LACDMH monthly video or telephone conference meetings. Failure to attend without reasonable notice will cause an assessment of \$50 from the Contractor's total payment amount for each instance.

#### **4.2 Contract Discrepancy Report (SOW Attachment I)**

- 4.2.1 Verbal notification of a Contract discrepancy will be made to the Contractor Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and Contractor.
- 4.2.2 The County Contract Project Director will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, Contractor shall respond in writing to the County Contract Project Director within five workdays, acknowledging the reported discrepancies or presenting contrary evidence.
- 4.2.3 Contractor shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to the County Contract Project Director within 10 workdays.

**4.3 County Observations**

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

**5.0 RESPONSIBILITIES**

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

**COUNTY**

**5.1 Project Management**

- 5.1.1 The County Project Director will serve as the approving authority for the Project. The County will provide a telephone number where the Project Director may be reached Monday through Friday during regular business hours.
- 5.1.2 The County Project Manager will serve as the operational contact for the Project. The County will provide a telephone number where the Project Manager may be reached Monday through Friday during regular business hours.

**5.2 Personnel**

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

- 5.2.1 Monitoring the Contractor's performance in the daily operation of the Contract.

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

5.2.3 Preparing Amendments in accordance with the Contract, Subparagraph 8.1 (Amendments).

### **5.3 Other responsibilities**

The County will distribute information and promote the assessment and assistance opportunities provided by Contractor to LACDMH Peer Staff and Peer Volunteers.

## **CONTRACTOR**

### **5.4 Project Manager**

5.4.1 Contractor shall provide a Project Manager and a designated alternate. County must have access to the Project Manager during business hours, Monday through Friday, 52 weeks per year. Contractor shall provide a telephone number where the Project Manager may be reached on an eight hour per day basis.

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

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

### **5.5 Personnel**

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

5.5.2 Contractor shall be required to background check their employees as set forth in Subparagraph 7.5 of the Contract (Background and Security Investigations).

### **5.6 Uniforms/Identification Badges**

5.6.1 Contractor employees assigned to County facilities shall wear appropriate professional clothes at all times.

5.6.2 Contractor shall ensure its employees are appropriately identified as set forth in Subparagraph 7.4 of the Contract (Contractor's Staff Identification).

### **5.7 Materials and Equipment**

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

**5.8 Intentionally Omitted**

**5.9 Contractor's Office**

Contractor shall maintain an office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 am to 5 pm, Monday through Friday, by at least one employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract. When the office is closed, an answering service shall be provided to receive calls and take messages. Contractor shall answer calls received by the answering service within the next business day of receipt of the call.

**6.0 HOURS/DAY OF WORK**

Contractor shall track specific time, hours and dates worked for the Project that are billable per Exhibit B - Fee Schedule. Contractor shall ensure services are provided based on the County's need.

**7.0 WORK SCHEDULE**

7.1 Contractor shall submit for review and approval a work schedule that fits the allocated Project period and supports the Project's deliverables identified in Section 2.0 Specific Work Requirements, to the County Project Manager within 10 days of Contract execution and prior to starting work. Said work schedule shall be set on an annual calendar and relating to all the tasks that are billable to the Project per Exhibit B - Fee Schedule. The schedule shall list by the week and month the Project tasks and the estimated hours to be spent performing the tasks.

7.2 Contractor shall submit revised schedule when actual performance differs substantially from planned performance. If the said revision(s) is/are within the allocated project period then it/they shall be submitted to the County Project Manager for review and approval at least five working days prior to the implementation of the revised schedule(s). If the said revision(s) alter(s) the allocated project period, then stipulations noted in Section 9.0 of this SOW, Addition/Deletion of Specific Tasks and/or Work Hours, apply before changes can be implemented.

**8.0 INTENTIONALLY OMITTED**

**9.0 ADDITION/DELETION OF SPECIFIC TASKS AND/OR WORK HOURS**

9.1 Contractor shall complete all tasks necessary to deliver the agreed upon services identified in Section 2 - Specific Work Requirements, and within the allocated time and fees noted in Exhibit B - Fee Schedule.



9.1.1 Contractor shall request in advance and in writing the approval of County Project Manager describing in detail any proposed changes to the scope of work and allocated time and fees and why they are necessary to meet the service delivery expectations specified in the Contract.

9.1.2 Contractor shall obtain written approval from County Project Manager via email before implementing any of the proposed changes to the scope of work and allocated time and fees.

9.2 All changes must be made in accordance with Subparagraph 8.1 of the Contract (Amendments).

## **10.0 INTENTIONALLY OMITTED**

## **11.0 INTENTIONALLY OMITTED**

## **12.0 DEFINITIONS**

### **12.1 LACDMH Peer Staff**

Current employees of LACDMH with job titles of Mental Health Advocate, Supervising Community Health Worker, Community Health Worker, Senior Community Health Worker, Community Services Counselor and Substance Abuse Counselor who are working as Peer staff; i.e., as individuals, parent advocates/partners or family advocates who provide peer support services and share their personal experiences with the process of recovery while providing the services.

### **12.2 Peer Support Services**

Culturally competent services provided by LACDMH Peer Staff that promote engagement, socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths. They include, but are not limited to, prevention services, support, coaching, facilitation, or education that is individualized and is conducted by LACDMH Peer Staff.

## **13.0 GREEN INITIATIVES**

13.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.

13.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to Contract commencement.

**14.0 PERFORMANCE REQUIREMENTS SUMMARY**

- 14.1 The Performance Requirements Summary (PRS) chart (SOW Attachment II) provides a listing of requirements that will be monitored by the County during the term of this Contract.
  
- 14.2 All listings of services used in the PRS are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and this SOW. In any case of apparent inconsistency between services as stated in the Contract and this SOW and the PRS, the meaning apparent in this SOW and all Exhibits will prevail. If any service seems to be created in the PRS which is not clearly and forthrightly set forth in the Contract and this SOW, that apparent service will be invalid and place no requirement on Contractor, unless and until incorporated into the Contract.

LACDMH ASPIRE Phase II Fee Schedule

| No.                          | Deliverable/Task  | Completion Date   | SOW Reference   | Staff/Resource                             | Total Number of Hours | Hourly Rate | Sub-Total for Each Deliverable |                      |
|------------------------------|---|-------------------|---|--|-----------------------|-------------|--------------------------------|----------------------|
| 1                            | <p><b>California Medi-Cal Peer Support Specialist Certification Support Needs Assessment</b></p> <p>1a. Propose in writing for County approval an assessment methodology and description(s) of assessment tool(s) within 30 days of the Contract start date.</p> <p>1b. Acquire the specific tools and services to execute the assessment within 60 days of the Contract start date.</p> <p>1c. Administer the assessment on an individual basis to those who are seeking support, provide customer support for participants, and gather assessment data.</p> <p>1d. Maintain a record of the assessment for each individual for the period of this contract and provide summary reports of results as necessary.</p>               | December 31, 2023 | 2.1.1<br>2.1.1.2<br>2.1.1.3<br>2.1.1.4                                  | Project Manager,<br>Occupational Therapist | 250 hrs               | \$120.00    | \$ 30,000.00                   |                      |
| 2                            | <p><b>Development of Action Plan with Individualized Recommendations and Supports for California Medi-Cal Peer Support Specialist Certification</b></p> <p>2a. Guide each individual who was assessed in the development of an action plan/pathway to obtaining certification. Provide a written or visual action plan that includes individualized recommendations and supports</p> <p>2b. Provide consultation on the implementation of occupational therapy recommended strategies such as environmental/task modifications or sensory strategies.</p> <p>2c. Maintain a record of the plan and consultations for each individual for the period of this contract and make available summary reports to County as necessary.</p> | December 31, 2023 | 2.2.1<br>2.1.2.1<br>2.1.2.2<br>2.1.2.3                                  | Occupational Therapist                     | 500 hrs               | \$120.00    | \$ 60,000.00                   |                      |
| 3                            | <p><b>Utilize individuals with lived experience to offer and execute the following support activities for LACDMH Peer Staff</b></p> <p>3a. Peer coaching support on preparing and applying for the grandparenting process in order to qualify for the California Medi-Cal Peer Support Specialist certification exam.</p> <p>3b. Peer facilitated study groups on preparing for the California Medi-Cal Peer Support Specialist certification exam.</p> <p>3c. Peer conducted accessible workshops on preparing for the California Medi-Cal Peer Support Specialist certification exam.</p>   | December 31, 2023 | 10.1.3<br>10.1.3.1<br>10.1.3.2<br>10.1.3.3                              | Expert(s) by Experience                    | 1800 hrs              | \$60.00     | \$ 108,000.00                  |                      |
| 4                            | <p><b>Project Management</b></p> <p>4a. Monthly video or telephone conference meetings with the County Project Manager.</p> <p>4b. Prepare and submit activity reports to accompany monthly invoices for services rendered.</p> <p>4c. Prepare and submit data reports on an agreed upon periodic basis that indicates volume of service and results.</p> <p>4d. Attend ad hoc video or telephone conference meetings with the County Project Manager.</p> <p>4e. Carry out quality assurance tasks for optimal project operation.</p> <p>4f. Submit monthly invoices for work completed.</p>   | December 31, 2023 | 2.1.4<br>2.1.4.1<br>2.1.4.2<br>2.1.4.3<br>2.1.4.4<br>2.1.4.4<br>2.1.4.5 | Project Manager                            | 50 hrs                | \$120.00    | \$ 6,000.00                    |                      |
| <b>Total Contract Amount</b> |   |                   |   |  |                       |             |                                | <b>\$ 204,000.00</b> |

## CONTRACTOR'S EEO CERTIFICATION

University of Southern California, Chan Division of Occupational Science & Occupational Therapy  
Contractor Name

1540 Alcazar Street, CHP 133 MC 9003, Los Angeles, CA 90033  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

### GENERAL CERTIFICATION

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

### CONTRACTOR'S SPECIFIC CERTIFICATIONS

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

Mark Todd, Ph.D., Vice Provost for Academic Operations  
Authorized Official's Printed Name and Title

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

\_\_\_\_\_  
Date

## COUNTY'S ADMINISTRATION

CONTRACT NO. MH280005

### DIRECTOR OF MENTAL HEALTH:

Name: Lisa H. Wong, Psy.D.

Title: Director

Address: 510 S. Vermont Avenue

Los Angeles, CA., 90020

Telephone: (213) 738-4601

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

### COUNTY PROJECT DIRECTOR:

Name: Robert D. Byrd, Psy.D

Title: Deputy Director

Address: 510 S. Vermont Avenue

Los Angeles, CA., 90020

Telephone: (424) 369-4018

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

### COUNTY PROJECT MANAGER:

Name: Kumar Menon, MSPA

Title: Health Program Analyst III

Address: 510 S. Vermont Avenue

Los Angeles, CA., 90020

Telephone: (213) 454-3696 Facsimile: N/A

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

### COUNTY CONTRACT ADMINISTRATOR

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

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

Address: 510 S. Vermont Ave., 20th Floor, Los Angeles, CA 90020

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

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

## CONTRACTOR'S ADMINISTRATION

**CONTRACTOR'S NAME:** University of Southern California, Chan Division of Occupational  
Science & Occupational Therapy

**CONTRACT NO:** MH280005

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

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

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

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

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

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

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

### CONTRACTOR'S AUTHORIZED OFFICIAL(S)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## COVID-19 Vaccination Certification of Compliance

Urgency Ordinance, County Code Title 2 – Administration, Division 4 – Miscellaneous – Chapter 2.212 (COVID-19 Vaccinations of County Contractor Personnel)

I, Mark Todd, Ph.D., on behalf of University of Southern California, Chan Division of Occupational Science & Occupational Therapy, (the “Contractor”), certify that on County Contract MH280005:

\_\_\_\_\_ All Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance.

\_\_\_\_\_ Most Contractor Personnel\* on this Contract are fully vaccinated as required by the Ordinance. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. Contractor will certify weekly that the following unvaccinated Contractor Personnel have tested negative within 72 hours of starting their work week under the County Contract, unless the contracting County department requires otherwise. The Contractor Personnel who have been granted a valid medical or religious exemption are [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

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I have authority to bind the Contractor, and have reviewed the requirements above and further certify that I will comply with said requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Vice Provost for Academic Operations  
Title

University of Southern California, Chan Division of Occupational Science & Occupational Therapy  
Company/Contractor Name

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR: University of Southern California, Chan Division  
of Occupational Science & Occupational Therapy Contract No.: MH280005

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

**CONFIDENTIALITY AGREEMENT:**

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: for Contractor's record; shall be made available within three (3) business days upon DMH request)

CONTRACTOR \_\_\_\_\_ Contract No.: MH \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: for Contractor's record; shall be made available within three (3) business days upon DMH request)

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
  2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

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

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

**2.203.090. Severability.**

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

**SAFELY SURRENDERED BABY LAW**

# *Safely* Surrendered



No shame. No blame. No names.

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

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





# Safely Surrendered Baby Law

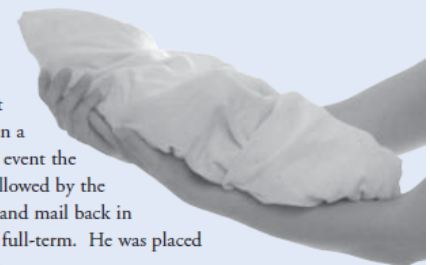
## What is the Safely Surrendered Baby Law?

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

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

## A baby's story

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



### How does it work?

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

### What if a parent wants the baby back?

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

### Can only a parent bring in the baby?

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

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

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

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

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

### What happens to the baby?

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

### What happens to the parent or surrendering adult?

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

### Why is California doing this?

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



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



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

Sin pena. Sin culpa. Sin nombres.

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

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# Ley de Entrega de Bebés Sin Peligro

## ¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

*Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.*

## ¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes igual.

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

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

## ¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

## ¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

## ¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

## ¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

## ¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

## ¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

## Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



## CHARITABLE CONTRIBUTIONS CERTIFICATION

University of Southern California, Chan Division of Occupational  
Science & Occupational Therapy  
\_\_\_\_\_  
Company Name

1540 Alcazar Street, CHP 133 MC 9003, Los Angeles, CA 90033  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Internal Revenue Service Employer Identification Number

\_\_\_\_\_  
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

**Check the Certification below that is applicable to your company.**

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

**OR**

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Mark Todd, Ph.D., Vice Provost for Academic Operations  
\_\_\_\_\_  
Name and Title of Signer (please print)



**ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS**

In accordance with Paragraph 9.3 of the Contract, (CONTRACTOR PROTECTION OF ELECTRONIC COUNTY INFORMATION), Contractor must comply with Los Angeles County Board of Supervisors Policy No. 5.200 “Contractor Protection of Electronic County Information” security and privacy requirements.

University of Southern California, Chan Division of Occupational Science & Occupational Therapy (hereafter “Contractor”) acknowledges and certifies that safeguards are in place to protect electronically stored and/or transmitted personal information (PI); protected health information (PHI) and medical information (MI).

Contractor acknowledges it is the Contractor's responsibility to access the following link: <https://dmh.lacounty.gov/contract-exhibits> **annually and upon notification by DMH of updated Information Security Exhibits to complete, or update, the forms listed below:**

- Exhibit Q – Information Security and Privacy Requirements for Contracts
- Exhibit R – DMH Contractor’s Compliance with Information Security Requirements
- Exhibit S – Confidentiality Oath for Non-DMH Workforce Members

Further, Contractor agrees to comply with the terms and conditions of the exhibits listed above, which are by this reference made a part of the Contract. Contractor understands that it is the Contractor's responsibility to access the link above, sign and submit the listed Information Security Exhibits requiring signatures via email to the Contract Administrator listed in Exhibit E (County’s Administration).

Name of authorized official (Official Name) Mark Todd, Ph.D.  
Printed name

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