



County of Los Angeles  
Chief Executive Office

## **PUBLIC SAFETY CLUSTER AGENDA REVIEW MEETING**

SACHI A. HAMAI  
Chief Executive Officer

**DATE:** Wednesday, January 22, 2020  
**TIME:** 10:00 a.m.  
**LOCATION:** Kenneth Hahn Hall of Administration, Conf. Rm. 830

### **AGENDA**

Members of the Public may address the Public Safety Cluster on any agenda item by submitting a written request prior to the meeting. Two (2) minutes are allowed for each item.

1. **CALL TO ORDER**
2. **INFORMATIONAL ITEM(S)** [Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices with advance notification]:
  - A. NONE
3. **PRESENTATION/DISCUSSION ITEM(S):**
  - A. Board Letter:  
APPROVAL OF SOLE SOURCE CONTRACT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES TO PROVIDE TECHNICAL ASSISTANCE FOR THE LOS ANGELES COUNTY JUVENILE COMPETENCY TO STAND TRIAL PROGRAM  
Speaker(s): Sheila Mitchell and Robert Smythe (Probation)
  - B. Board Letter:  
AUTHORIZATION TO ACCEPT FUNDS FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS FOR THE MENTAL HEALTH TRAINING PROGRAM FY 2019-20 AND APPROVE APPROPRIATION ADJUSTMENT  
Speaker(s): Sheila Mitchell and Robert Smythe (Probation)
  - C. Board Briefing:  
PUBLIC SAFETY REALIGNMENT IMPLEMENTATION – JANUARY 2020 UPDATE  
Speaker(s): Reaver Bingham (Probation)
4. **PUBLIC COMMENT**  
(2 minutes each speaker)
5. **ADJOURNMENT**

**6. UPCOMING ITEMS:**

- A.** Board Letter:  
APPROVAL OF SOLE SOURCE CONTRACT WITH FUNCTIONAL FAMILY  
THERAPY LLC TO PROVIDE TRAINING FOR EVIDENCE-BASED  
INTERVENTIONS FOR THE COUNTY OF LOS ANGELES PROBATION  
DEPARTMENT  
Speaker(s): Sheila Mitchell and Robert Smythe (Probation)
- B.** Board Letter:  
REFORM AND OVERSIGHT EFFORTS: LOS ANGELES COUNTY SHERIFF'S  
DEPARTMENT  
Speaker(s): Max Huntsman (OIG)



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY - DOWNEY, CALIFORNIA 90242

562-940-2501



**TERRI L. McDONALD**  
Chief Probation Officer

February 4, 2020

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:

**APPROVAL OF SOLE SOURCE CONTRACT WITH  
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES  
TO PROVIDE TECHNICAL ASSISTANCE FOR THE LOS ANGELES COUNTY  
JUVENILE COMPETENCY TO STAND TRIAL PROGRAM**

**(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Approval of a sole source Contract with The Regents of the University of California, Los Angeles (UCLA) to provide technical assistance for the County of Los Angeles Probation Department (Probation) Juvenile Competency to Stand Trial Program.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the attached sole source Contract (Attachment I) with UCLA through June 30, 2020, at an estimated amount of \$80,000, effective upon Board approval.
2. Delegate authority to the Chief Probation Officer or her designee to prepare and execute Contract amendments to extend the Contract term for up to two (2) one (1) year periods, and upon approval as to form by County Counsel.
3. Delegate authority to the Chief Probation Officer or her designee to prepare and execute amendments to the Contract for any decrease or increase not to exceed ten percent (10%) of the Contract rates and/or one hundred eighty (180) days to the period of performance pursuant to the terms of the Contract, upon approval as to form by County Counsel.

4. Delegate authority to the Chief Probation Officer or her designee to approve necessary changes to scope of service, non-material, technical, and administrative changes, and to terminate, in whole or in part, the contract with UCLA.

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

The purpose of the recommended actions is to obtain approval of a sole source Contract with UCLA to provide technical assistance for Los Angeles County Juvenile Competency to Stand Trial Program.

Federal case law and California Statutes require that a defendant be competent throughout criminal proceedings. The County of Los Angeles Superior Court's Juvenile Competency To Stand Trial Protocol (Protocol) [Issued 1/2012, Revised 6/2015, and 03/2019] requires that Probation provide competency restoration services to youth deemed Incompetent to Stand Trial (IST). Specifically, if the Court finds the youth IST, the youth will meet the criteria for competency restoration services. Petitions for an IST youth which contain only misdemeanors will be dismissed. As a result, Probation launched the Juvenile Competency Program (Program) in January 2015. The primary goal of the Program is to assist youth in obtaining adjudicative competency, which allows for meaningful participation during court proceedings. This goal can be reached by the coordination of treatment and services tailored to the youth's needs and abilities. The Program teaches youth about the delinquency process and coordinates services and supports targeted at addressing the predicate cause the youth's incompetence.

Contracting with UCLA will allow Probation to determine the effectiveness of the Competency Restoration Services and ensure that services are provided in accordance with the Protocol. UCLA was influential in standardizing the process for assessing competency to stand trial status in juveniles and helping the court develop data infrastructure to identify the clinical and rehabilitative needs of those youth referred for assessment. UCLA's work with the Los Angeles County Juvenile Competency to Stand Trial (JCST) Panel and the Judicial Protocol provides the conceptual framework for Probation's Competency Restoration Program. Through the proposed Contract, UCLA will provide support to Probation during service delivery, consult on complex cases, ensure the quality of JCST Panel evaluations, and recommend strategies which will facilitate the sustainability of the Program. It would be difficult to identify another local consultant that has the expertise and experience that UCLA would bring to this project.

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

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal III: Realize Tomorrow's Government Today. Specifically, it will address Strategy III.3 Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

**FINANCIAL IMPACT/FINANCING:**

The estimated cost of the Contract is \$80,000. The Contract is fully funded under Title IV-E Reinvestment Funds.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

In September 2015, the Probation Department retained UCLA (Eraka Bath), through a two-year sole source contract, to assist in providing technical assistance, case review, training, research, monthly data, and program analysis regarding the effectiveness of the Juvenile Competency Program. However, due to a significant decrease in the number of arrests and court referrals, the Juvenile Competency Program was unable to conduct a thorough analysis. As a result, UCLA's continued work with this program is required to ensure program viability. Identifying a new service provider requires a learning curve acquired only through prior work with this unique program and would cause a negative impact to current timeliness for the study, as well as being cost prohibitive. UCLA's prior work, understanding of the unique model and specific subject matter expertise negate these impacts and allows for the study to continue without interference or delay.

Probation requests the Board to approve a sole source contract effective upon Board approval through June 30, 2020 and two (2) subsequent one (1) year periods. There is no departmental employee relations impact since this is not a Proposition A contract. Probation has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Contract.

The Contract includes changes to certain County standard terms and provisions to accommodate UCLA's status as a public entity. Specifically, the County's standard insurance, Background and Security Investigations, Complaints, Conflict of Interest, Force Majeure, Nondiscrimination and Affirmative Action, Public Records Act, Publicity, Record Retention and Inspection-Audit Settlement, Termination for Default, Warranty Against Contingent Fees, and Exhibit N (Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1966 ("HIPAA")) provisions were modified. The Contract also includes provisions for mutual proportional indemnification as well as mutual cancellation or termination by either party. The remainder of the Contract includes Board-mandated provisions including consideration of qualified county employees targeted for layoffs and GAIN/GROW participants for employment openings and compliance with Jury Service Ordinance, Safely Surrendered Baby law and the Child Support Program

The County will not request the Contractor to perform services that exceed the Board-approved Contract amount, scope of work or Contract term. County Counsel has reviewed and approved the proposed Contract as to form.

**CONTRACTING PROCESS:**

In accordance with the Board of Supervisors Policy Manual, Section 5.100, Sole Source Contracts, Probation advised the Board on February 12, 2018, of its intent to enter into a sole source Contract with The Regents of UCLA (Attachment III). The Sole Source Checklist (Attachment II) has been approved by the Chief Executive Office.

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

This Contract will enable Probation to determine the effectiveness of Competency Restoration Services.

Respectfully submitted,

Terri L. McDonald  
Chief Probation Officer

TLM:TH:YT:im

Enclosures

c:     Executive Officer  
       County Counsel  
       Chief Executive Officer



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
LOS ANGELES**

**TO PROVIDE**

**TECHNICAL ASSISTANCE TO IMPLEMENT A JUVENILE  
COMPETENCY PROGRAM**

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**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES**

**AND**

**THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES**

**TO PROVIDE**

**TECHNICAL ASSISTANCE TO IMPLEMENT A  
JUVENILE COMPETENCY PROGRAM**

This Contract and Exhibits made and entered into this day of \_\_\_\_\_, 2019 by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and The Regents of the University of California, Los Angeles, hereinafter referred to as CONTRACTOR. The Regents of the University of California, Los Angeles, is located at 10889 Wilshire Boulevard, Suite 700, Los Angeles, CA 90095-1406.

**RECITALS**

**WHEREAS**, the COUNTY of Los Angeles Probation Department has a need for technical assistance to implement a Juvenile Competency Program; and

**WHEREAS**, the COUNTY through its Probation Officer, is authorized to Contract under California Governmental Code Section 31000; and

**WHEREAS**, the CONTRACTOR is duly qualified to engage in the business of providing services as set forth hereunder and warrants that it possesses the licenses, competence, experience, preparation, organization, staffing and facilities to provide 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 as follows:

**PREAMBLE**

For over a decade, the COUNTY has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the COUNTY'S contracting partners share the COUNTY and community's commitment to provide health and human services that support achievement of the COUNTY'S vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The COUNTY of Los Angeles' Vision is to improve the quality of life in the COUNTY by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities.

This philosophy of teamwork and collaboration is anchored in the shared values of:

- Accountability
- Can-Do Attitude
- Compassion
- Customer Orientation
- Integrity
- Leadership
- Professionalism
- Respect for Diversity
- Responsiveness

These shared values are encompassed in the COUNTY Mission to enrich lives through effective and caring service and the COUNTY Strategic Plan's three goals: 1) Operational Effectiveness/Fiscal Sustainability; 2) Community Support and Responsiveness; 3) Integrated Services Delivery. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles COUNTY are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the COUNTY'S outcomes of well-being for children and families, consensus has emerged among COUNTY and community leaders that making substantial improvements in integrating the COUNTY'S health and human services system is necessary to significantly move toward achieving these outcomes. The COUNTY has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.

- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY'S five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The COUNTY of Los Angeles health and human service departments and their partners are working together to achieve the following *Customer Service And Satisfaction Standards* in support of improving outcomes for children and families.

### **Personal Service Delivery**

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

### **Service Access**

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

### **Service Environment**

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeal procedures

The basis for all COUNTY health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A, B, D, E, F, G, G1, G2, H, I, O, P, Q, R, S, T, U, V, and W 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 Contract and then to the Exhibits according to the following priority.

**Standard Exhibits:**

- 1.1 EXHIBIT A - Statement of Work(SOW)
- 1.2 EXHIBIT B - Pricing Schedule
- 1.3 EXHIBIT C - Intentionally Omitted
- 1.4 EXHIBIT D - Contractor's EEO Certification
- 1.5 EXHIBIT E - County's Administration
- 1.6 EXHIBIT F - Contractor's Administration
- 1.7 EXHIBIT G - Employee's Acknowledgment of Employer
- EXHIBIT G1 - Contractor Acknowledgment and Confidentiality Agreement
- EXHIBIT G2 - Contractor Employee Acknowledgment and Confidentiality Agreement
- 1.8 EXHIBIT H - Jury Service Ordinance
- 1.9 EXHIBIT I - Safely Surrendered Baby Law
- 1.10 EXHIBIT J - Intentionally Omitted
- 1.11 EXHIBIT K - Intentionally Omitted
- 1.12 EXHIBIT L - Intentionally Omitted
- 1.13 EXHIBIT M - Intentionally Omitted
- 1.14 EXHIBIT N - Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- 1.15 EXHIBIT O - Charitable Contributions Certification
- 1.16 EXHIBIT P - Background Forms
- 1.17 EXHIBIT Q - Intentionally Omitted
- 1.18 EXHIBIT R - Defaulted Property Tax Reduction Program/Form
- 1.19 EXHIBIT S - Contractor's Discrepancy Report
- 1.20 EXHIBIT T - Confidentiality of CORI Information
- 1.21 EXHIBIT U - Performance Requirements Summary (PRS Chart)
- 1.22 EXHIBIT V - Zero Tolerance on Human Trafficking Certification
- 1.23 EXHIBIT W - Compliance with Fair Chance Employment Hiring Practices Certification

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

## **2.0 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 Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the *Statement of Work, Exhibit A*.
- 2.2 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a Contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- 2.4 COUNTY Contract Monitor:** Person with the responsibility to monitor the Contract. Responsible for providing reports to COUNTY Contract Manager and COUNTY Program Manager.
- 2.5 COUNTY Program Manager:** Person designated by COUNTY to manage the daily operations under this Contract.
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

### **3.0 WORK**

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

### **4.0 TERM OF CONTRACT**

- 4.1** The term of this Contract shall commence upon Board approval through June 30, 2020, unless terminated or extended, in whole or in part, as provided in this Contract. Contingent upon available funding, this Contract may be extended by the Chief Probation Officer and the authorized official of the CONTRACTOR, by mutual written agreement, for up to two (2) additional one (1) year periods.

- 4.2** Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, upon the written request of the Chief Probation Officer and the written concurrence of the CONTRACTOR. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.
- 4.3** The CONTRACTOR shall notify the COUNTY of Los Angeles Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to the COUNTY of Los Angeles Probation Department at the address herein provided in *Exhibit E, County's Administration*.

## **5.0 CONTRACT SUM**

- 5.1** The Contract fee under the terms of this Contract shall be the total monetary amount payable by COUNTY to the CONTRACTOR on a cost reimbursement basis for supplying all services specified under this Contract consistent with *Exhibit B, Pricing Schedule*. The total sum inclusive of all applicable taxes is estimated at **\$80,000**. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.

The CONTRACTOR shall submit monthly invoices for actual services provided under this Contract consistent with *Exhibit B, Pricing Schedule*. The CONTRACTOR shall retain all relevant supporting documents and make them available to COUNTY at any time for audit purposes.

The CONTRACTOR shall return to the COUNTY any unspent funds in excess of actual costs under this Contract prior to the end of each Contract year. CONTRACTOR must return to COUNTY any funds received in excess of actual costs. CONTRACTOR agrees to be bound by applicable COUNTY unsupported and disallowed cost procedures, rules and regulations, and to repay to the COUNTY any amount, with its earned interest, which is found to violate the terms of this CONTRACT or applicable COUNTY provisions.

- 5.2** The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR'S duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other

mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY'S express prior written approval.

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

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

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

**5.5 INVOICES AND PAYMENTS**

- 5.5.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A, Statement of Work*, and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR'S payments shall be as provided in *Exhibit B, Pricing Schedule*, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing, no payment shall be due to the CONTRACTOR for that work.
- 5.5.2 The CONTRACTOR'S invoices shall be priced in accordance with *Exhibit B, Pricing Schedule*.
- 5.5.3 The CONTRACTOR'S invoices shall contain the information set forth in *Exhibit A, Statement of Work* describing the tasks, deliverables, goods, services, and facility and/or other work for which payment is claimed.

- 5.5.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15<sup>th</sup> calendar day of the month following the month of service.
- 5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

**Juvenile Field Administration  
County of Los Angeles Probation Department  
9150 East Imperial Highway, Room P73  
Downey, CA 90242**

**5.5.6 COUNTY Approval of Invoices**

All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY'S Program 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 of Electronic Funds Transfer (EFT)**

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

business or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), shall decide whether to approve exemption requests.

## **6.0 ADMINISTRATION OF CONTRACT - COUNTY**

### **COUNTY ADMINISTRATION**

A listing of all COUNTY Administration referenced in the following Paragraphs are designated in *Exhibit E, County's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

#### **6.1 COUNTY'S CONTRACT MANAGER**

The responsibilities of the COUNTY'S Contract Manager include:

- Ensuring that the objectives of this Contract are met; and
- Providing direction to the CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

#### **6.2 COUNTY'S PROGRAM MANAGER**

The responsibilities of the COUNTY'S Program Manager include:

- Meeting with the CONTRACTOR'S Project Manager on a regular basis; and
- Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR

The COUNTY'S Program Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

#### **6.3 COUNTY'S CONTRACT MONITOR**

The COUNTY'S Contract Monitor is responsible for the monitoring of the Contract and the CONTRACTOR. The COUNTY'S Contract Monitor provides reports to COUNTY'S Contract Manager and COUNTY'S Program Manager.

## **7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR**

### **7.1 CONTRACTOR'S PROJECT MANAGER**

7.1.1 The CONTRACTOR Project Manager shall be responsible for the CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY Project Manager on a regular basis. The CONTRACTOR Project Manager for this Contract shall be Dr. Eraka Bath.

7.1.2 The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR Project Manager.

### **7.2 APPROVAL OF CONTRACTOR'S STAFF**

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

#### **7.2.1 CONTRACTOR Personnel**

7.2.1.1 CONTRACTOR shall be responsible for providing competent staff to fulfill the Contract. COUNTY shall have the right to review and approve potential staff prior to performing services under this Contract

7.2.1.2 CONTRACTOR shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgment form regarding confidentiality that meets the standards of the COUNTY of Los Angeles Probation Department for COUNTY employees having access to confidential Criminal Offender Record Information (CORI). **CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment** (*Refer to Exhibit T, Confidentiality of CORI Information*).

7.2.1.3 COUNTY reserves the right to preclude the CONTRACTOR staff from performing services under this Contract. The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours, any employee from work on this Contract, when requested to do so by the COUNTY Contract Manager.

- 7.2.1.4 CONTRACTOR shall be required to conduct a background check of their employees as set forth in Paragraph 7.4, Background and Security Investigations, of the Contract.
- 7.2.1.5 CONTRACTOR staff shall be assessed annually on service delivery skills. Assessments will be documented and made available to COUNTY.
- 7.2.1.6 CONTRACTOR staff shall receive regular supervision relevant to the services they are expected to provide.
- 7.2.1.7 CONTRACTOR staff shall receive proper training in the theory and practices used in the CONTRACTOR'S program and as approved by COUNTY.
- 7.2.1.8 CONTRACTOR staff shall receive and be familiar with CONTRACTOR'S ethical guidelines or code of ethics for staff. Guidelines shall guide staff interactions with participants, ensure that staff understands their roles, and establish appropriate boundaries with clients.

### **7.3 INTENTIONALLY OMITTED**

### **7.4 BACKGROUND AND SECURITY INVESTIGATIONS**

To the extent it is legally able subject to CONTRACTOR's University of California Human Resources (HR) Policies and Collective Bargaining Agreements with local labor unions, background and security investigations of CONTRACTOR'S staff are required as a condition of beginning and continuing work under resulting Contract. The cost of background checks is the responsibility of the CONTRACTOR. CONTRACTOR shall be responsible for the ongoing implementation and monitoring of Sub-paragraphs 7.4.1 through 7.4.6. On at least a quarterly basis, CONTRACTOR shall report, in writing, monitoring results to the COUNTY, indicating compliance or problem areas. The elements of monitoring report shall receive prior written approval from COUNTY.

- 7.4.1** CONTRACTOR shall submit the names of CONTRACTOR'S employees to the COUNTY Program Manager prior to the employee starting work on this Contract. The COUNTY will schedule appointments to conduct background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and shall conduct background investigations of CONTRACTOR'S employees at any time. **The CONTRACTOR'S employees shall not begin work on this Contract before receiving written notification of clearance from COUNTY.**



- 7.4.2 No personnel employed by the CONTRACTOR for this service having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed to COUNTY and employment of the employee for this service is approved in writing by the COUNTY.
- 7.4.3 COUNTY reserves the right to preclude CONTRACTOR from employment or continued employment of any individual performing services under this Contract.
- 7.4.4 No CONTRACTOR staff providing services under this Contract shall be on active probation or parole.
- 7.4.5 CONTRACTOR staff performing services under this Contract shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record or any pending criminal trial to the COUNTY.
- 7.4.6 Because COUNTY is charged by the State for checking the criminal records of CONTRACTOR'S employees; COUNTY will bill CONTRACTOR to recover expenses. The current amount is \$49.00 per record check, which is subject to change by the State.

## **7.5 CONFIDENTIALITY**

The CONTRACTOR shall be responsible for safeguarding all COUNTY information provided for use by the COUNTY.

- 7.5.1 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.
- 7.5.2 CONTRACTOR shall inform all of its officers, employees, agents and Subcontractors providing services hereunder of the confidentiality provisions of this Contract.
  - 7.5.2.1 CONTRACTOR shall sign and adhere to the provisions of *Exhibit G1, Contractor Acknowledgement and Confidentiality Agreement*.
  - 7.5.2.2 CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of *Exhibit G2, Contractor Employee Acknowledgment and Confidentiality Agreement*.

### 7.5.3 Confidentiality of Adult and Juvenile Records

By State law (California Welfare and Institutions Code § 827 and 828, and Penal Code § 1203.05, and 1203.09 and 11140 through 11144) all adult and juvenile records and Probation case information provided to CONTRACTOR is confidential and no such information shall be disclosed except those authorized employees of the COUNTY of Los Angeles Probation Department and law enforcement agencies.

7.5.4 Employees of CONTRACTOR shall be given copies of all cited code sections, and a form to sign (*Refer to Exhibit T, Confidentiality of CORI Information*) regarding confidentiality of the information in adult and juvenile records. CONTRACTOR shall retain original CORI forms and forward copies to the COUNTY Program Manager within five (5) business days of start of employment.

7.5.5 Violations: CONTRACTOR agrees to inform all of its employees, agents, Subcontractors, and partners of the above provision and that any person knowingly and intentionally violating the provisions of said State law may be found guilty of a misdemeanor.

## 8.0 STANDARD TERMS AND CONDITIONS

### 8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his/her designee.

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

8.1.3 The Chief Probation Officer or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0, Term of Contract. The CONTRACTOR agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed

by the CONTRACTOR and by the Chief Probation Officer or his/her designee.

## **8.2 ASSIGNMENT AND DELEGATION/MERGERS OR ACQUISITIONS**

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

### **8.3 AUTHORIZATION WARRANTY**

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

### **8.4 BUDGET REDUCTIONS**

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

### **8.5 COMPLAINTS**

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

8.5.1 CONTRACTOR shall provide written notification to the COUNTY of any complaints pertaining to, or arising out of CONTRACTOR's performance under this Contract, within fifteen (15) business days of receiving the complaints.

8.5.2 CONTRACTOR shall provide written notification to the COUNTY of the resolution or termination of any such complaint within thirty (30) business days of said resolution.

8.5.3 Upon request by the COUNTY, CONTRACTOR shall provide information, to the extent permitted by law, on the investigation of any complaint and/or the resolution thereof.

### **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.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

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

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

1. Unless the CONTRACTOR has demonstrated to the COUNTY'S satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a Contract with the COUNTY or a subcontract with a COUNTY

3. CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY Contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the 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 the CONTRACTOR uses any Subcontractor to perform services for the COUNTY under the Contract, the Subcontractor shall also be subject to the provisions of this Sub-paragraph. The provisions of this Sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
4. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY'S satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.
5. CONTRACTOR'S violation of this Sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY Contracts for a period of time consistent with the seriousness of the breach.

## **8.9 CONFLICT OF INTEREST**

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

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

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

## **8.11 CONSIDERATION OF HIRING GAIN/GROW PARTICIPANTS**

- 8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY'S Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR'S minimum

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

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

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible CONTRACTOR**

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the COUNTY'S policy to conduct business only with responsible CONTRACTORS.

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

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

### **8.12.3 Non-responsible CONTRACTOR**

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a Contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR'S quality, fitness or capacity to perform a Contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which



negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

#### **8.12.4 CONTRACTOR Hearing Board**

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

5. The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The CONTRACTOR Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

#### **8.12.5 Subcontractors of CONTRACTOR**

These terms shall also apply to Subcontractors of COUNTY CONTRACTORS.

#### **8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

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

#### **8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

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

#### **8.15 COUNTY'S QUALITY ASSURANCE PLAN**

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

#### **8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS**

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

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

#### **8.17 EMPLOYMENT ELIGIBILITY VERIFICATION**

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

#### **8.18 FACSIMILE REPRESENTATIONS**

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

#### **8.19 FAIR LABOR STANDARDS**

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act.

#### **8.20 FORCE MAJEURE**

- 8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the

control and without any fault or negligence of such party (such events are referred to in this sub-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 sub-paragraph, the term "Subcontractor" and "Subcontractors" mean Subcontractors at any tier.

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

## **8.21 GOVERNING LAW, JURISDICTION, AND VENUE**

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

## **8.22 INDEPENDENT CONTRACTOR STATUS**

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

8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or

local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.

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

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

## **8.23 INDEMNIFICATION**

CONTRACTOR shall indemnify, defend and hold harmless COUNTY, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its trustees, officers, agents or employees.

COUNTY shall indemnify, defend and hold harmless CONTRACTOR, its trustees, officers, agents, and employees from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of COUNTY, its trustees, officers, agents or employees

## **8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**

Without limiting CONTRACTOR'S indemnification of COUNTY, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, CONTRACTOR shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR pursuant to this Contract. The COUNTY in no way

warrants that the Required Insurance is sufficient to protect the CONTRACTOR for liabilities which may arise from or relate to this Contract. CONTRACTOR, at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self-insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to COUNTY after execution of this Contract at COUNTY'S request.

#### **8.24.1 Evidence of Coverage and Notice to COUNTY**

- Certificate(s) of insurance coverage or certificates of self-insurance (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. Such provision shall apply only in proportion to and to the extent of the negligent acts or omissions of the CONTRACTOR, its officers, agents and employees.
- 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 Subcontractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any COUNTY required endorsement forms.
- Neither the COUNTY'S failure to obtain, nor the COUNTY'S receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the CONTRACTOR, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

**Ingrid Martinez, Contract Analyst  
Los Angeles County Probation Department  
Contracts & Grants Management Division  
9150 East Imperial Highway, Room D-29  
Downey, CA 90242**

- 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.

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

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively COUNTY and its Agents) shall be provided additional insured status under CONTRACTOR'S General Liability policy with respect to liability arising out of CONTRACTOR'S ongoing and completed operations performed on behalf of the COUNTY which arises from or relates to this Contract. COUNTY and its Agents additional insured status shall apply in proportion to and to the extent of liability and defense of suits arising out of the CONTRACTOR'S negligent acts or omissions, whether such liability is attributable to the CONTRACTOR as specified in Article 8.23. The COUNTY'S contractually required coverage and scope of protection also shall apply to the COUNTY and its Agents as an additional insured. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

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

CONTRACTOR shall provide COUNTY with, or CONTRACTOR'S insurance policies shall contain a provision that COUNTY shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to COUNTY at least ten (10) days in advance of cancellation for non-payment



of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the COUNTY, upon which the COUNTY may suspend or terminate this Contract.

#### **8.24.4 Failure to Maintain Insurance**

CONTRACTOR'S failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the 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.

#### **8.24.5 Intentionally Omitted**

#### **8.24.6 CONTRACTOR'S Insurance Shall Be Primary**

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

#### **8.24.7 Intentionally Omitted**

#### **8.24.8 Intentionally Omitted**

#### **8.24.9 Intentionally Omitted**

#### **8.24.10 Claims Made Coverage**

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

#### **8.24.11 Application of Excess Liability Coverage**

CONTRACTORS may use a combination of primary, and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.24.12 Intentionally Omitted**

#### **8.24.13 Alternative Risk Financing Programs**

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

#### **8.24.14 COUNTY Review and Approval of Insurance Requirements**

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

### **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 not less than:

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

- 8.25.3 **Workers' Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If CONTRACTOR will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the COUNTY as the Alternate Employer, and the endorsement form shall be modified to provide that COUNTY will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR'S operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 8.25.4 **Professional Liability/Errors and Omissions** insurance covering CONTRACTOR'S liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million aggregate. Further, CONTRACTOR understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.
- 8.25.5 **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.
- 8.25.6 **Privacy/Network Security (Cyber) Liability** insurance coverage providing protection against liability for (1) privacy breaches
- 8.25.7 [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$10 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

## **8.26 LIQUIDATED DAMAGES**

- 8.26.1 If, in the judgment of the Chief Probation Officer, or his/her designee, the CONTRACTOR is deemed to be non-compliant with

the terms and obligations assumed hereby, the Chief Probation Officer, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR'S invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY will be forwarded to the CONTRACTOR by the Chief Probation Officer, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Chief Probation Officer, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Chief Probation Officer, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Chief Probation Officer, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Chief Probation Officer, or his/her designee, may:

- (a) Deduct from the CONTRACTOR'S payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in Exhibit U, Performance Requirements Summary (PRS) Chart, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY'S payment to the CONTRACTOR; and/or
- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in Sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.26.4 This Sub-paragraph shall not, in any manner, restrict or limit the COUNTY'S right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the COUNTY'S right to terminate this Contract as agreed to herein.

## **8.27 INTENTIONALLY OMITTED**

## **8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION**

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

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

8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and

8.28.4 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.

8.28.5 The CONTRACTOR certifies and agrees that it will deal with its Subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.6 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable

Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.7 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR'S employment records associated with CONTRACTOR staff performing services pursuant to this Contract during regular business hours to verify compliance with the provisions of this Paragraph 8.28 when so requested by the COUNTY.

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

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

## **8.29 NONEXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict COUNTY of Los Angeles Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

## **8.30 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to

delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **8.31 NOTICE OF DISPUTES**

The CONTRACTOR shall bring to the attention of the COUNTY'S Program Manager any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY'S Program Manager is not able to resolve the dispute, the Chief Probation Officer, or designee shall resolve it.

#### **8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

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

#### **8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

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

#### **8.34 NOTICES**

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

#### **8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter,

neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

## **8.36 PUBLIC RECORDS ACT**

8.36.1 Any documents submitted by the CONTRACTOR, in connection with the COUNTY'S right to audit and inspect the CONTRACTOR'S documents, books, and accounting records pursuant to Paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract, become the 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.

Upon receipt of a request for disclosure under the California Public Records Act, COUNTY will first notify CONTRACTOR of such request. COUNTY agrees to provide CONTRACTOR an opportunity to object to the release of any record that CONTRACTOR contends is protected from disclosure under the Public Records Act prior to the COUNTY disclosing any such record and the COUNTY shall withhold any such record from release. In the event the COUNTY is required to defend an action on a Public Records Act due to CONTRACTOR'S demand for nondisclosure as set forth in this paragraph, the CONTRACTOR agrees to defend and indemnify the COUNTY for all costs and expenses of such action, including reasonable attorney's fees and CONTRACTOR shall have the right to control the litigation, including, without limitation, the right to select counsel. The aforementioned duty to indemnify, defend and hold harmless shall apply only in proportion to and to the extent of the negligent acts or omissions, or willful misconduct of the CONTRACTOR, its officers, agents and employees.

8.36.2 Notwithstanding the foregoing, CONTRACTOR, as part of the University of California system, is subject to certain State regulations and resolutions regarding access to its records. Therefore, the University of California maintains a publicly accessible listing of all proposals and awards and this Contract will be included in that



listing, and such listing will not be deemed as breach of agreement. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked “trade secret”, “confidential”, “proprietary”. CONTRACTOR 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 jurisdictions.

## **8.37 PUBLICITY**

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

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY'S Program Manager. The COUNTY shall not unreasonably withhold written consent.
- The COUNTY understands that the California Education Code Section 92000 provides that the name “University of California” is the property of the State of California and that no person shall use that name without the permission of The Regents of the University of California.

8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its Proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this Paragraph 8.37 shall apply.

## **8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

8.38.1 The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete

employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, cancelled checks or other proof of payment, and other and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of five (5) years thereafter unless the COUNTY'S written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if any such material is located outside Los Angeles COUNTY, then, at the COUNTY'S option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

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

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY'S dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the COUNTY'S Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY'S dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the

CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY'S maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

#### **8.39 RECYCLED BOND PAPER**

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

#### **8.40 INTENTIONALLY OMITTED**

#### **8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

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

#### **8.42 TERMINATION FOR CONVENIENCE**

8.42.1 This Contract may be terminated by either party, in whole or in part, from time to time, when such action is deemed by the to be in a party's best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

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

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

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

#### **8.43 TERMINATION FOR DEFAULT**

- 8.43.1 The COUNTY may, by thirty (30) day's written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY'S Contract Manager:
- CONTRACTOR has materially breached this Contract; or
  - CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
  - CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.
- 8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in Sub-paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this Sub-paragraph.
- 8.43.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight

embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the COUNTY has given notice of termination under the provisions of this Paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this Paragraph 8.43, or that the default was excusable under the provisions of Sub-paragraph 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 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.44 TERMINATION FOR IMPROPER CONSIDERATION**

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

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

- 8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, 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:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- The execution by the CONTRACTOR of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the COUNTY provided in this Paragraph 8.45 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**

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

#### **8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR'S performance hereunder or by any

provision of this Contract during any of the COUNTY'S future fiscal years unless and until the COUNTY'S Board of Supervisors appropriates funds for this Contract in the COUNTY'S Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

#### **8.48 VALIDITY**

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

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

#### **8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

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 (*Exhibit R, Defaulted Property Tax Reduction Program/Form*).

#### **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 CONTRACTOR and/or pursue debarment of CONTRACTOR, pursuant to County Code Chapter 2.206 (*Exhibit R, Defaulted Property Tax Reduction Program/Form*).

#### **8.53 TIME OFF FOR VOTING**

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

#### **8.54 COMPLIANCE WITH COUNTY'S ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING**

CONTRACTOR acknowledges that the COUNTY has established a Zero Tolerance Policy on Human Trafficking prohibiting CONTRACTORS from engaging in human trafficking.

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



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

**8.55 INTENTIONALLY OMITTED**

**8.56 COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES**

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

**8.57 COMPLIANCE WITH THE COUNTY POLICY OF EQUITY**

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

**9.0 UNIQUE TERMS AND CONDITIONS**

**9.1 INTENTIONALLY OMITTED**

**9.2 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

The COUNTY is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the CONTRACTOR provides services

to the COUNTY and the CONTRACTOR creates, has access to, receives, maintains, or transmits Protected Health Information as defined in *Exhibit N* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Exhibit N*, “*Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")*”

**9.3 INTENTIONALLY OMITTED**

**9.4 INTENTIONALLY OMITTED**

**9.5 INTENTIONALLY OMITTED**

**9.6 CONTRACTOR’S CHARITABLE ACTIVITIES COMPLIANCE**

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

**9.7 INTENTIONALLY OMITTED**

**9.8 INTENTIONALLY OMITTED**

**9.9 INTENTIONALLY OMITTED**

**9.10 INTENTIONALLY OMITTED**

**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 Mayor of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day, month and year first above written.

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:  
CELIA ZAVALA  
Executive Officer-Clerk  
of the Board of Supervisors

BY \_\_\_\_\_

**THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA, LOS ANGELES**

By \_\_\_\_\_  
Name (Typed or Printed)

Title \_\_\_\_\_

APPROVED AS TO FORM:

MARY C. WICKHAM  
COUNTY COUNSEL

By \_\_\_\_\_  
PRINCIPAL DEPUTY COUNTY COUNSEL

# **EXHIBIT A**

## **STATEMENT OF WORK**

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# **EXHIBIT A**

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

### **1.0 SCOPE OF WORK**

The CONTRACTOR shall provide technical assistance to the Juvenile Competency to Stand Trial (JCST) Los Angeles (LA) COUNTY Program. The services are intended to address the question of whether juveniles (participants) in Los Angeles County who have been deemed incompetent to stand trial can be remediated through the JCST LA County Model

### **2.0 SPECIFIC TASKS**

To meet the stated goals and objectives, the CONTRACTOR shall provide the following:

#### **2.1 Objective 1: Evaluate the efficacy of the JCST LA County Model**

- 2.1.1 The CONTRACTOR shall assist in the implementation of data collection plans in collaboration with the Competency Project Team.
- 2.1.2 The CONTRACTOR shall oversee Psych Testers on administration of the MacArthur Competence Assessment Tool-Criminal Adjudication (MacCAT-CA), the Weschsler Abbreviated Scale of Intelligence (WASI), the Children's Interview for Psychiatric Syndrome, and the Court-Related Stress Scale pre-test and post-test to a total of 90 – 120 participants.
- 2.1.3 The CONTRACTOR shall maintain continual contact, at a minimum of once a week by phone or email with COUNTY Program Manager throughout the project to ensure data (e.g. including but not limited to test results, predicate causes of incompetency, demographic information, summative evaluations, and/or court dispositions) is being collected correctly by COUNTY.
- 2.1.4 The CONTRACTOR shall provide the COUNTY with verification of current Institutional Review Board (IRB) upon request and maintain approved IRB on file for duration of the Contract.
- 2.1.5 The CONTRACTOR shall receive and code all of the data (e.g. including but not limited to test results, predicate causes of incompetency, demographic information, summative evaluations, and/or court dispositions) and conduct preliminary analyses to assess the efficacy of JCST LA County Model.
- 2.1.6 The CONTRACTOR shall assist in establishing a data infrastructure to manage the data that will be generated by

the Juvenile Competency to Stand Trial (JCST) Los Angeles (LA) County Program.

2.1.6.1 The CONTRACTOR shall provide COUNTY a written report sixty (60) calendar days of contract execution to include but not limited to:

- a. An overview of data collection protocols
- b. Quality Assurance process

2.1.7 The CONTRACTOR shall analyze data of 90 – 120 participants to determine the following:

2.1.7.1 Competency to stand trial can be remediated with the JCST LA County Model as reflected in pre-test and posttest scores on the MacArthur Competence Assessment Tool-Criminal Adjudication (MacCAT-CA).

2.1.7.2 Court-related stress can be decreased with the JCST LA County Model as reflected in pre- post-test scores on the court-Related Stress Scale.

2.1.7.3 Effects of other factors including but not limited to intelligence and mental health on juvenile competency to stand trial.

2.1.8 The CONTRACTOR shall provide COUNTY with an Outcome Study detailing the following:

2.1.8.1 Effects of the JCST LA County Model based on the use of the Juvenile Competency Court School (JCCS) Curriculum on juvenile competency to stand trial.

2.1.8.2 Effects of the JCST LA County Model on court-related stress.

2.1.8.3 Effects of other factors (i.e. intelligence & mental health) on juvenile competency to stand trial.

2.1.8.4 Effectiveness of the JCST LA County Model in remediating participants' competency to stand trial.

2.1.8.5 Comparative Study of the JCST LA County Model and remediation programs utilized in other California counties

- 2.1.8.6 Recommend strategies which will facilitate the sustainability of the JCST LA County Model
- 2.1.8.7 Summary of the data compiled (e.g. number of participants, age of participants, cause of incompetence, demographical data, etc.)

## **2.2 Objective 1 - Deliverables:**

- 2.2.1 Copy of IRB received within thirty (30) calendar days of Contract execution date.
- 2.2.2 The CONTRACTOR shall provide to COUNTY on a quarterly basis a data analysis report relative to program performance.
- 2.2.3 Outcome Study shall be completed by the Principal Investigator and received and approved by the COUNTY within thirty (30) calendar days of Contract expiration detailing the following:
  - 2.2.3.1 Effects of the JCST LA County Model based on the use of the JCCS Curriculum on juvenile competency to stand trial.
  - 2.2.3.2 Effects of the JCST LA County Model on court-related stress.
  - 2.2.3.3 Effects of other factors (i.e. intelligence & mental health) on juvenile competency to stand trial.
  - 2.2.3.4 Effectiveness of the JCST LA County Model in remediating participants' competency to stand trial.
  - 2.2.3.5 Comparative Study of the JCST LA County Model and remediation programs utilized in other California Counties.
  - 2.2.3.6 Recommend strategies which will facilitate the sustainability of the JCST LA County Model.
- 2.2.4 The CONTRACTOR shall provide a summary of the data compiled (e.g. number of participants, age of participants, cause of incompetence, demographical data, etc.) to the COUNTY thirty (30) calendar days prior to Contract expiration.



## **2.3 Objective 2: Provide Technical Assistance**

- 2.3.1 The CONTRACTOR shall be responsible for developing training related to the competency attainment protocol or related services.
- 2.3.2 The CONTRACTOR shall provide technical assistance to COUNTY staff as they develop and implement case plans for youth participating in the program
- 2.3.3 The CONTRACTOR shall be in continual contact at minimum once a week by phone or email with COUNTY Program Manager to ensure that the program is being implemented appropriately and addressing any issues (i.e. logistical or curricular) that arise.
- 2.3.4 The CONTRACTOR shall monitor, adjust, and coordinate services between multidisciplinary agencies.
- 2.3.5 The CONTRACTOR shall help to ensure the quality of Juvenile Competency to Stand Trial Panel (JCSTP) evaluations by reviewing selected JCSTP evaluations and consulting at minimum four (4) times per year with the court, JCSTP and attorneys regarding the evaluations.

## **2.4 Objective 2 - Deliverables:**

- 2.4.1 The CONTRACTOR shall provide at minimum four (4) training sessions to COUNTY staff at minimum of 8-16 hours each training session and upon mutual agreement between COUNTY and CONTRACTOR.
- 2.4.2 The CONTRACTOR'S shall conduct at minimum two (2) presentations on the JCST LA County Model utilizing content approved by County Program Manager, for external stakeholders, as identified/determined by the COUNTY.
- 2.4.3 The CONTRACTOR shall provide case reviews for each youth participating in the program and bi-weekly phone or emails to COUNTY Program Manager to ensure program implementation.
- 2.4.4 Provide informational reports at the end of each month, stating the type of services provided to the COUNTY for that month. The report format and content is subject to final COUNTY review and approval.

## **2.5 Additional Requirements:**

- 2.5.1 Provide informational reports at the end of each month, stating the type of services provided to the COUNTY for that month. The report format and content is subject to final COUNTY review and approval.

### **3.0 QUALITY CONTROL PLAN**

The CONTRACTOR shall establish and maintain a Quality Control Plan to assure that the requirements of the Contract are met. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but is not limited to, the following:

- 3.1** An inspection system covering all services listed on Exhibit U (Performance Requirements Summary Chart). It must specify the activities to be inspected on a scheduled or unscheduled basis, how often inspections will occur, and the title of individual(s) who will perform the inspection.
- 3.2** The methods to identify and prevent deficiencies in the quality of service before the level of service becomes unacceptable.
- 3.3** A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available at the request of the COUNTY during the term of the Contract as set forth in Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of the Contract.
- 3.4** The methods to ensure uninterrupted service to the COUNTY in the event of a strike by COUNTY or CONTRACTOR employees or any other unusual occurrence (i.e., power loss or natural disaster) that would result in the CONTRACTOR'S inability to perform the terms of the Contract.
- 3.5** The methods to ensure that confidentiality of juvenile records and information are maintained while in the care of CONTRACTOR'S employees.
- 3.6** The methods to maintain security of records and the methods to prevent the loss and/or destruction of data.

### **4.0 QUALITY ASSURANCE PLAN**

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this Contract on not less than an annual basis. Such evaluation will include an assessment of the CONTRACTOR'S compliance with all Contract terms and performance standards. The COUNTY will report any deficiencies in CONTRACTOR'S performance to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this Contract using the quality assurance procedures specified in Exhibit U (Performance

Requirements Summary Chart) or other such procedures as may be necessary to ascertain the CONTRACTOR'S compliance with this Contract.

#### **4.1 Performance Evaluation Meetings**

The COUNTY'S Program Manager may meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the Contract in the sole discretion of the COUNTY'S Program Manager. However, the COUNTY'S Program Manager and the CONTRACTOR'S Project Director will hold a mandatory meeting in the event a Contract Discrepancy Report (CDR) is issued. Mutual best efforts will be made to resolve all problems identified.

**4.2** After the first three (3) months of operation, regular performance evaluation meetings will be held monthly in accordance with a mutually agreed upon schedule, or as required by the COUNTY.

**4.3** The COUNTY shall have the right to remove any CONTRACTOR'S personnel under this Contract in the sole discretion of the COUNTY'S Program Manager. At the request of the COUNTY'S Contract Manager, CONTRACTOR personnel will be removed and replaced by the CONTRACTOR within twenty-four (24) hours

#### **4.4 Contract Discrepancy Report**

Verbal notification of a Contract discrepancy shall be made to the CONTRACTOR'S Project Director in the event a Contract discrepancy is identified. Mutual best efforts shall be made to resolve the Contract discrepancy.

The COUNTY'S Program Manager will determine whether a formal Contract Discrepancy Report shall issue as referenced in *Exhibit S (Contract Discrepancy Report)*. Upon receipt of this Report, the CONTRACTOR is required to respond in writing to the COUNTY'S Program Manager within five (5) business days, acknowledging the reported discrepancies and to present rebuttal evidence. The CONTRACTOR shall submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to the COUNTY'S Program Manager within ten (10) business days of receipt of the Contract Discrepancy Report.

## **5.0 DEFINITIONS**

**5.1 Contract Discrepancy Report (CDR)** - A report prepared by the COUNTY'S Program Manager to inform the CONTRACTOR(S) of the faulty service. The CDR requires a response from the CONTRACTOR(S) explaining the problem and outlining the remedial action being taken to resolve the problem.

- 5.2** COUNTY Contract Manager - Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this Contract.
- 5.3** COUNTY Contract Monitor - Person with responsibility to monitor the Contract. Responsible for providing reports to COUNTY Contract Manager and COUNTY Program Manager.
- 5.4** COUNTY Program Manager - Person designated by COUNTY to manage the daily operations under this Contract.
- 5.5** Liquidated Damages – The monetary amount deducted from CONTRACTOR'S payment due to Contract non-compliance and/or deficiencies in performance.
- 5.6** Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the Contract which will be evaluated by the COUNTY to ensure Contract performance standards are met by the CONTRACTOR. *(Refer to Exhibit U.)*
- 5.7** Quality Control Plan - All necessary measures taken by the CONTRACTOR(S) to assure that the quality of service will meet the Contract requirements regarding security, accuracy, timeliness, appearance, completeness, consistency and conformity to the requirements set forth in the Statement of Work.

## **6.0 RESPONSIBILITIES**

COUNTY'S and the CONTRACTOR'S responsibilities are as follows:

### **COUNTY**

#### **6.1 Personnel**

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

- 6.1.1 Monitoring the CONTRACTOR'S performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Paragraph 8.1 Amendments.

## **CONTRACTOR**

### **6.2 CONTRACTOR Project Manager**

- 6.2.1 The CONTRACTOR Project Manager shall be responsible for the CONTRACTOR'S day-to-day activities as related to this Contract and shall coordinate with COUNTY Project Manager on a regular basis. The CONTRACTOR Project Manager for this Contract shall be **Dr. Eraka Bath**.
- 6.2.2 The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR Project Manager.

### **6.3 CONTRACTOR Personnel**

- 6.3.1 CONTRACTOR shall be responsible for providing competent staff to fulfill the Contract. COUNTY shall have the right to review and approve potential staff prior to performing services under this Contract.
- 6.3.2 CONTRACTOR shall ensure that by the first day of employment, all persons working on this Contract have signed an acknowledgment form regarding confidentiality that meets the standards of the County of Los Angeles Probation Department for COUNTY employees having access to confidential Criminal Offender Record Information (CORI). **CONTRACTOR shall retain the original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment** (*Refer to Exhibit T, Confidentiality of CORI Information*).
- 6.3.3 COUNTY reserves the right to preclude the CONTRACTOR staff from performing services under this Contract. The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours, any employee from work on this Contract, when requested to do so by the COUNTY Contract Manager.
- 6.3.4 CONTRACTOR shall be required to conduct a background check of their employees as set forth in Paragraph 7.4, Background and Security Investigations, of the Contract.
- 6.3.5 CONTRACTOR staff shall be assessed annually on service delivery skills. Assessments will be documented and made available to COUNTY.
- 6.3.6 CONTRACTOR staff shall receive regular supervision relevant to the services they are expected to provide.

6.3.7 CONTRACTOR staff shall receive proper training in the theory and practices used in the CONTRACTOR'S program and as approved by COUNTY.

6.3.8 CONTRACTOR staff shall receive and be familiar with CONTRACTOR'S ethical guidelines or code of ethics for staff. Guidelines shall guide staff interactions with participants, ensure that staff understands their roles, and establish appropriate boundaries with clients.

#### **6.4 CONTRACTOR Furnished Items**

CONTRACTOR shall provide all personnel and equipment, and supplies necessary to perform all services required by the Statement of Work.

#### **7.0 HOURS/DAYS OF WORK**

The CONTRACTOR shall be required to provide the services Monday through Friday. CONTRACTOR may also be required to provide services on COUNTY recognized holidays. COUNTY will provide a list of COUNTY holidays to the CONTRACTOR upon request.

#### **8.0 UNSCHEDULED WORK**

If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

#### **9.0 PERFORMANCE REQUIREMENTS SUMMARY**

9.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the Statement of Work (SOW), and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.

9.2 A standard level of performance will be required of CONTRACTOR for the required services. *Exhibit U* summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the COUNTY, and liquidated

damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this Contract using the quality assurance procedures specified in *Exhibit U*, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this Contract. Failure of the CONTRACTOR to achieve this standard can result in an assessment of liquidated damages against CONTRACTOR'S monthly payment as determined by COUNTY.

**9.3** When the CONTRACTOR'S performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:

9.3.1 Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

9.3.2 Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.

9.3.3 Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

9.3.4 Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) business days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This Sub-paragraph does not preclude the COUNTY'S right to terminate the Contract upon ten (10) business days written notice with or without cause, as provided for in *Contract, Standard Terms and Conditions, Paragraph 8.42, Termination for Convenience*.

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## PRICING SCHEDULE

**EXPENSES:** Reimbursable expenses shall include the actual expenditures made or incurred in the performance of services under this Agreement. Reimbursable expenses shall be passed through without mark-up. Expenses will include, but shall not be limited to, the following: travel, lodging, postage, deliveries, document reproduction for reports, mileage, long distance telephone charges, and other normal and reasonable expenses required completing the services described in the attached Statement of Work.

<b>Objective 1: Evaluate the Efficacy of the JCST LA County Mode</b>	
- Paragraph 2.1.6.1 (Data Report: Protocols and Quality Assurance process)	\$1,000
- Paragraph 2.2.2 (Quarterly Data Analysis Report)	\$12,842
- Paragraph 2.2.3 (Delivery of Outcome Report)	\$10,000
<b>Objective 2: Technical Assistance</b>	
Paragraph 2.3.5 (Consultation with JCSTP)	\$2,000
- Paragraph 2.4.1 (Training)	\$13,798
- Paragraph 2.4.2 (Presentations)	\$2,000
- Paragraph 2.4.3 (Bi-weekly Case Conferences)	\$6,136
- Paragraph 2.4.4 (Monthly Reports)	\$7,139
<b>Materials</b>	\$17,384
1. Data Infrastructure and Data Management - \$15,000 for entirety of the contract	
2. Computer Hardware \$1,400	
3. Office Supplies \$724	
4. TIF \$260	
<b>Subtotal</b>	\$72,299
<b>Administrative Indirect Cost 10%</b>	\$7,230
<b>TOTAL CONTRACT AMOUNT</b>	<b>\$79,529</b>

\*Line items and amounts may be modified based on County's needs.



**INTENTIONALLY OMITTED**

PROPOSER’S EEO CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

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

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

SignatureDate

Name and Title of Signer (please print)

## COUNTY'S ADMINISTRATION

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CONTRACT NO.

## COUNTY'S CONTRACT MANAGER:

Name: Tasha Howard  
Title: Contracts and Grants Division Director  
Address: 9150 East Imperial Highway  
Downey, CA 90242  
Telephone: 562-940-2728  
Facsimile: 562-658-2307  
E-Mail Address: Latasha.Howard@probation.lacounty.gov

Name: Suzanne Lyles  
Title: Director  
Address: 9150 East Imperial Highway  
Downey, CA 90242  
Telephone: 562-940-2519  
Facsimile: \_\_\_\_\_  
E-Mail Address: Shauna.Conner@probation.lacounty.gov

Name: Ingrid Martinez  
Title: Contract Analyst  
Address: 9150 East Imperial Highway, Room D-29  
Downey, CA 90242  
Telephone: 562-940-2878  
Facsimile: 562-658-4749  
E-Mail Address: Ingrid.Martinez@probation.lacounty.gov

Name: Craig Norris  
Title: Supervising Program Analyst  
Address: 7639 South Painter Avenue  
Whittier, CA 90602  
Telephone: 562-907-3004  
Facsimile: 562-464-2831  
E-Mail Address: Craig.Norris@probation.lacounty.gov

**CONTRACTOR'S ADMINISTRATION**

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**CONTRACTOR'S NAME****CONTRACT NO:** \_\_\_\_\_**CONTRACTOR'S PROJECT MANAGER:**

Name: Dr. Eraka Bath

Title: Director, Child Forensic Services

Address: 300 Medical Plaza Rm, 1243  
Los Angeles, CA 90095

Telephone: 310-825-7952

Facsimile \_\_\_\_\_

E-Mail Address: ebath@mednet.ucla.edu

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

Name: Anna Lau

Title: Contract and Grant Officer

Address: 10889 Wilshire Boulevard, Suite 700  
Los Angeles, California 90095

Telephone: 310-794-3511

Facsimile \_\_\_\_\_

E-Mail Address: anna.lau@research.ucla.edu

**NOTICES TO CONTRACTOR SHALL BE SENT TO THE FOLLOWING:**

Name: Anna Lau

Title: Contract and Grant Officer

Address: 10889 Wilshire Boulevard, Suite 700  
Los Angeles, California 90095

Telephone: 310-794-3511

Facsimile \_\_\_\_\_

E-Mail Address: anna.lau@research.ucla.edu

**EMPLOYEE'S ACKNOWLEDGEMENT OF EMPLOYER**

I understand that \_\_\_\_\_ is my sole employer for purposes of this employment.

I rely exclusively upon \_\_\_\_\_ for payment of salary and any and all other benefits payable to me on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles COUNTY for any purpose and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer \_\_\_\_\_ and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_  
Print

Original must be signed by each employee by first day of employment and must be retained by Contractor(s)

Copy must be forwarded by Contractor(s) to COUNTY Worker's Compensation Division with the Los Angeles COUNTY Department of Human Resources, Workers' Compensation Division, Claims Section, 3333 Wilshire Boulevard, Los Angeles, California 90010, within five (5) business days.

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME \_\_\_\_\_ Contract No. \_\_\_\_\_

**GENERAL INFORMATION:**

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

**CONTRACTOR ACKNOWLEDGEMENT:**

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

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

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

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

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

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

(Note: This certification is to be executed and returned to COUNTY with CONTRACTOR'S executed Contract. Work cannot begin on the Contract until COUNTY receives this executed document.)

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

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

**GENERAL INFORMATION:**

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

**EMPLOYEE ACKNOWLEDGEMENT:**

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

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

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

**CONFIDENTIALITY AGREEMENT:**

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

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

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

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

SIGNATURE: \_\_\_\_\_

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

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

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

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

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



Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

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

**2.203.030 Applicability.**

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

**2.203.040 Contractor Jury Service Policy.**

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

**2.203.050 Other Provisions.**

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

**2.203.060 Enforcement and Remedies.**

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

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

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.070. Exceptions.**

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

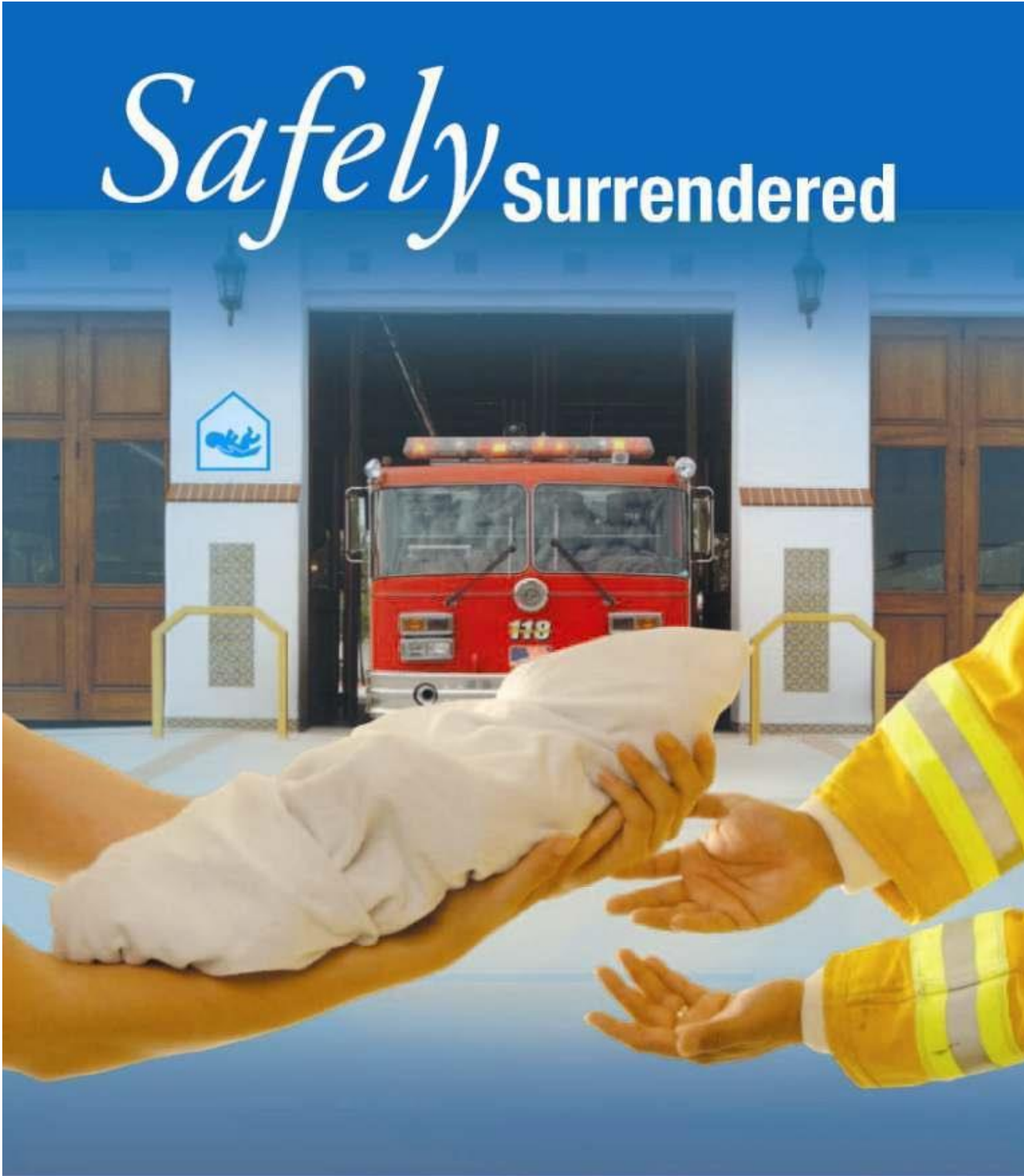
“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

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

**2.203.090. Severability.**


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

# *Safely* Surrendered



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.

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

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

## How does it work?

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

## What if a parent wants the baby back?

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

## Can only a parent bring in the baby?

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

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

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

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

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

## What happens to the baby?

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

## What happens to the parent or surrendering adult?

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

## Why is California doing this?

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

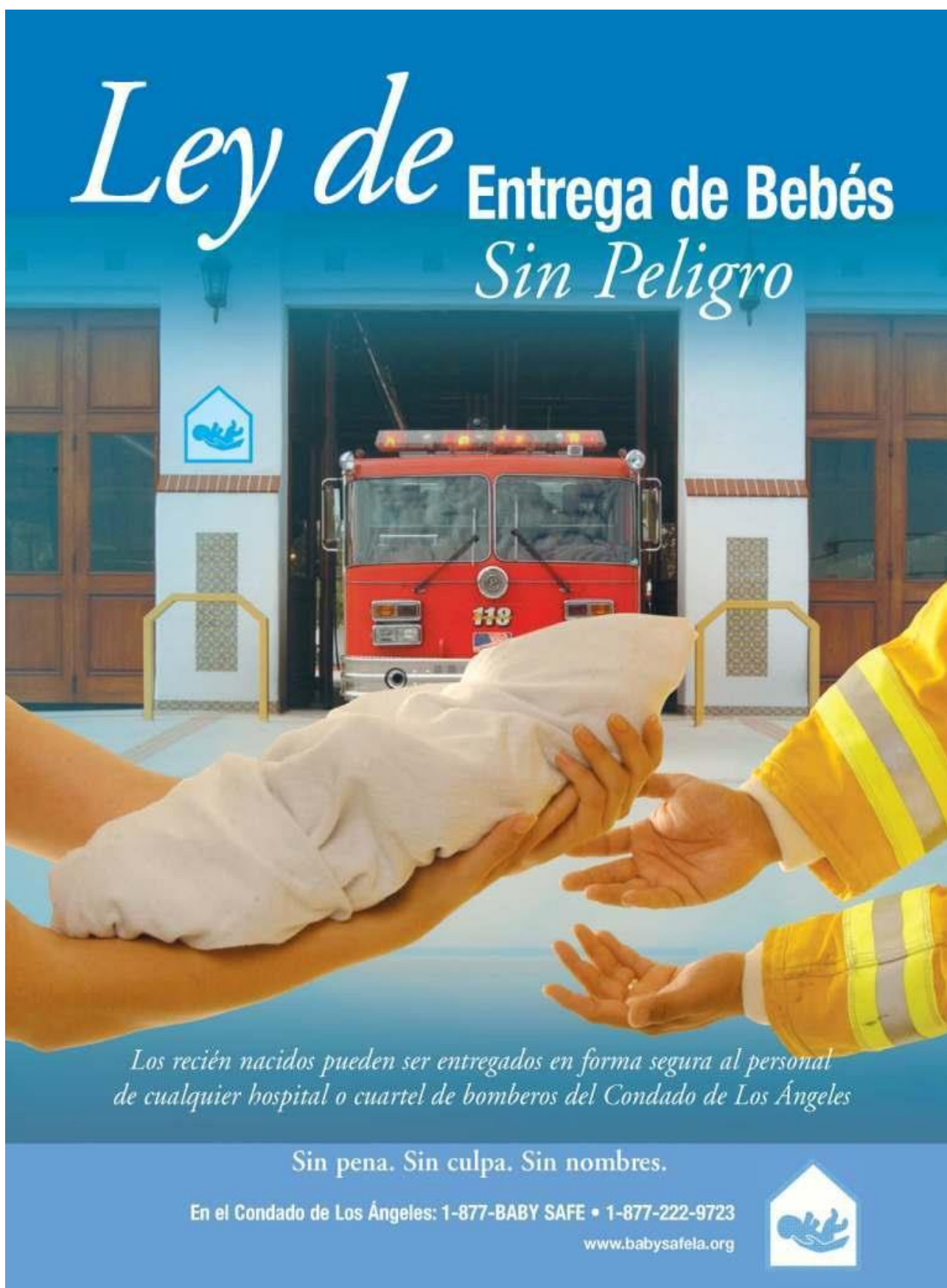
## A baby's story

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






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



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

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723  
[www.babysafela.org](http://www.babysafela.org)



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

www.babysafea.org

# Ley de Entrega de Bebés Sin Peligro

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

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

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

## ¿Cómo funciona?

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

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

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

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

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

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

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

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

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

## ¿Qué pasará con el bebé?

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

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

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

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

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

## Historia de un bebé

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



## **EXHIBITS J THROUGH M**

INTENTIONALLY OMITTED

**BUSINESS ASSOCIATE AGREEMENT  
UNDER THE HEALTH INSURANCE PORTABILITY  
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

County is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Contractor performs or provides functions, activities or services to County that require Contractor in order to provide such functions, activities or services to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place.

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Contractor in compliance with the HIPAA Rules.

Therefore, the parties agree as follows:

**1. DEFINITIONS**

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.



- 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
- 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
- 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.12 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
- 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received

by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.16 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.22 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

## **2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.

- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures.
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.
- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

**3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

**4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION**

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

**5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION**

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected

Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.

- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
  - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
  - 5.1.3. Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
    - (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
    - (b) The number of Individuals whose Protected Health Information is involved;
    - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
    - (d) The name and contact information for a person highly knowledge of

the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **Chief Privacy Officer at: Chief Privacy Officer, Kenneth Hahn Hall of Administration, 500 West Temple Street, Suite 525, Los Angeles, California 90012, HIPAA@auditor.lacounty.gov**, that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
- (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
- (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
- (h) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.

5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.

5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.

5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

## **6. WRITTEN ASSURANCES OF SUBCONTRACTORS**

6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to substantially the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.

6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.

6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.

6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.

6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.

- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

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

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

## **8. AMENDMENT OF PROTECTED HEALTH INFORMATION**

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

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

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
  - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
  - (c) A brief description of the Protected Health Information Disclosed; and
  - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

**10. COMPLIANCE WITH APPLICABLE HIPAA RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules applicable to Business Associate in the performance of Services.



**11. AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

**12. MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

**13. BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
  - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
  - (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any

further Breaches; and

- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.
- 13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

#### **14. INDEMNIFICATION**

- 14.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California. The aforementioned duty to indemnify, defend, and hold harmless shall apply only in proportion to and to the extent of the acts or omissions of the Business Associate, its officers, agents and employees.
- 14.2 Section 14.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

#### **15. OBLIGATIONS OF COVERED ENTITY**

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business

Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

**16. TERM**

- 16.1 Unless sooner terminated as set forth in Section 17, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 18 shall survive the termination or expiration of this Business Associate Agreement.

**17. TERMINATION FOR CAUSE**

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, in the event that either party determines that the other party has materially breached one or more terms of this Business Associate Agreement, and the breaching party has not cured the breach within the time specified by the non-breaching party (which shall be reasonable under the nature and the circumstances of the breach) the non-breaching party may terminate this Business Associate Agreement after giving reasonable notice to the breaching party.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

**18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION**

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 18.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

- 18.2 Destruction for purposes of Section 18.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- 18.3 Notwithstanding Section 18.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.
- 18.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.
- 18.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.
- 18.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

## **19. AUDIT, INSPECTION, AND EXAMINATION**

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement. Any material in non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement that is or may reasonably be impacted by the material in non-compliance, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.

- 19.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection. Covered Entity shall provide thirty (30) days advanced written notice to Business associate before an inspection begins. Any such inspection shall be conducted in a way that ensures it does not unreasonably disrupt or interfere with Business Associate's ongoing work.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 19.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 19.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.
- 19.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.6 Section 19.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

## **20. MISCELLANEOUS PROVISIONS**

- 20.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 20.2 HIPAA Requirements. The Parties agree that the provisions under HIPAA Rules that are required by law to be incorporated into this Amendment are hereby incorporated into this Agreement.
- 20.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 20.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master

Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 20.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 20.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information.

**CHARITABLE CONTRIBUTIONS CERTIFICATION**

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Company Name

---

Address

---

Internal Revenue Service Employer Identification Number

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

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

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

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

**OR**

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

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Signature

---

Date

---

Print Name and Title of Signer



COUNTY OF LOS ANGELES  
PROBATION DEPARTMENT – INTERNAL AFFAIRS BUREAU  
9150 East Imperial Highway  
Downey, CA 90242



**BACKGROUND REQUEST FORM**

Email Form to: [Edith.Ruvalcaba@probation.lacounty.gov](mailto:Edith.Ruvalcaba@probation.lacounty.gov))

Requesting Agency: \_\_\_\_\_

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

City and Zip Code: \_\_\_\_\_

Agency Contact Person: \_\_\_\_\_

Telephone No: \_\_\_\_\_

Fax No: \_\_\_\_\_

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

LEAD AGENCY (if different): \_\_\_\_\_

**LIVE SCAN SCHEDULE:**

**Monday & Friday: 8:30 AM – 4:30 PM**

**Please Note: We do not live scan on Tuesday, Wednesday, nor Thursday.**

**Please have applicant arrive 15 min. prior to scheduled appointment.**

Completed by Requesting Agency					Completed by Central Processing Unit	
Applicant's Name	Applicant's Position	Work Location	Available Dates & Times		Appointment Date	Appointment Time

Instructions to Applicants:

1. Prior to the background interview you will complete the application in black ink.
2. Please bring valid photo identification. (Example: CA Driver's License, CA Identification Card).





# LOS ANGELES COUNTY PROBATION DEPARTMENT INTERNAL AFFAIRS BUREAU BACKGROUND INVESTIGATIONS UNIT

## CONTRACTOR BACKGROUND APPLICATION

<b>1. YOUR FULL NAME</b>			
LAST	FIRST	MIDDLE	
<b>2. OTHER NAMES YOU HAVE USED OR BEEN KNOWN BY (INCLUDE MAIDEN NAME AND NICKNAMES)</b>			
<b>3. ADDRESS WHERE YOU LIVE</b>			
NUMBER / STREET		APT / UNIT	
CITY		STATE	ZIP
<b>4. EMAIL ADDRESS</b>			
<b>5. CONTACT NUMBERS</b>			
HOME (    )	WORK (    )	EXT	OTHER (    ) <input type="checkbox"/> CELL <input type="checkbox"/> FAX
<b>10. BIRTHDATE (MM/DD/YYYY)</b>	<b>11. SOCIAL SECURITY NUMBER</b>	<b>12. DRIVER'S LICENSE</b>	
	—    —	NUMBER:	STATE:    EXPIRES:

**Instructions:** Indicate your response by using an "X" on the line next to "Yes" or "No".

- |   |           |          |
|---|-----------|----------|
| 1. Are you currently on any type of probation or parole?  | Yes _____ | No _____ |
| 2. Do you have any outstanding failure to appear?   | Yes _____ | No _____ |
| 3. Have you ever been convicted of a sex offense?   | Yes _____ | No _____ |
| 4. Have you ever been convicted for a crime against children?   | Yes _____ | No _____ |
| 5. Have you ever been convicted for crimes relating to the use of weapons?                                      | Yes _____ | No _____ |
| 6. Have you ever been convicted of a crime that contained elements of violence (assault, battery, mayhem, etc.) | Yes _____ | No _____ |
| 7. Have you ever been arrested for prostitution, pandering or pimping?  | Yes _____ | No _____ |
| 8. Do you have any felony conviction within the past three (3) years?   | Yes _____ | No _____ |

**Exhibit P**

If you answered "Yes" to question number 8, please provide information below for each offense.

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

**ACKNOWLEDGEMENT**

Please note that your application is subject to verification during your background investigation. It is in your best interest to be thorough and honest in your responses. Integrity weighs heavily in the evaluation of any applicant being considered for hire. Providing false information and/or withholding information, may disqualify your application.

By signing this acknowledgement, you certify that the above information is correct and current. You hereby authorize Los Angeles County Probation Department to obtain criminal record information from any agency which may have your background history, including any records of arrests, investigations, convictions, and other reports.

You hereby fully release and discharge Los Angeles County Probation Department, its officers, agents, and employees, and any agencies, from any and all claims for damages which may arise from participating in, or as a result of, the background check to the fullest extent authorized by the laws of the state of California.

**Do you understand this acknowledgement?** Yes\_\_\_\_\_No\_\_\_\_\_

**Do you have any questions about this acknowledgement?** Yes\_\_\_\_\_No\_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Revised 07/01/18

**Intentionally Omitted**

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 1 of 3

2.206.010 Findings and declarations.  
2.206.020 Definitions.  
2.206.030 Applicability.  
2.206.040 Required solicitation and contract language.  
2.206.050 Administration and compliance certification.  
2.206.060 Exclusions/Exemptions.  
2.206.070 Enforcement and remedies.  
2.206.080 Severability.

**2.206.010 Findings and declarations.**

The Board of Supervisors finds that significant revenues are lost each year as a result of taxpayers who fail to pay their tax obligations on time. The delinquencies impose an economic burden upon the County and its taxpayers. Therefore, the Board of Supervisors establishes the goal of ensuring that individuals and businesses that benefit financially from contracts with the County fulfill their property tax obligation. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.20 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" shall mean any person, firm, corporation, partnership, or combination thereof, which submits a bid or proposal or enters into a contract or agreement with the County.
- B. "County" shall mean the county of Los Angeles or any public entities for which the Board of Supervisors is the governing body.
- C. "County Property Taxes" shall mean any property tax obligation on the County's secured or unsecured roll; except for tax obligations on the secured roll with respect to property held by a Contractor in a trust or fiduciary capacity or otherwise not beneficially owned by the Contractor.
- D. "Department" shall mean the County department, entity, or organization responsible for the solicitation and/or administration of the contract.
- E. "Default" shall mean any property tax obligation on the secured roll that has been deemed defaulted by operation of law pursuant to California Revenue and Taxation Code section 3436; or any property tax obligation on the unsecured roll that remains unpaid on the applicable delinquency date pursuant to California Revenue and Taxation Code section 2922; except for any property tax obligation dispute pending before the Assessment Appeals Board.
- F. "Solicitation" shall mean the County's process to obtain bids or proposals for goods and services.
- G. "Treasurer-Tax Collector" shall mean the Treasurer and Tax Collector of the County of Los Angeles. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.030 Applicability.**

This chapter shall apply to all solicitations issued 60 days after the effective date of the ordinance codified in this chapter. This chapter shall also apply to all new, renewed, extended, and/or amended contracts entered into 60 days after the effective date of the ordinance codified in this chapter. (Ord. No. 2009-0026 § 1 (part), 2009.)

Title 2 ADMINISTRATION  
Chapter 2.206  
DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Page 2 of 3

**2.206.40 Required solicitation and contract language.**

All solicitations and all new, renewed, extended, and/or amended contracts shall contain language which:

- A. Requires any Contractor to keep County Property Taxes out of Default status at all times during the term of an awarded contract;
- B. Provides that the failure of the Contractor to comply with the provisions in this chapter may prevent the Contractor from being awarded a new contract; and
- C. Provides that the failure of the Contractor to comply with the provisions in this chapter may constitute a material breach of an existing contract, and failure to cure the breach within 10 days of notice by the County by paying the outstanding County Property Tax or making payments in a manner agreed to and approved by the Treasurer-Tax Collector, may subject the contract to suspension and/or termination. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.50 Administration and compliance certification.**

- A. The Treasurer-Tax Collector shall be responsible for the administration of this chapter. The Treasurer-Tax Collector shall, with the assistance of the Chief Executive Officer, Director of Internal Services, and County Counsel, issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other departments.
- B. Contractor shall be required to certify, at the time of submitting any bid or proposal to the County, or entering into any new contract, or renewal, extension or amendment of an existing contract with the County, that it is in compliance with this chapter is not in Default on any County Property Taxes or is current in payments due under any approved payment arrangement. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.60 Exclusions/Exemptions.**

- A. This chapter shall not apply to the following contracts:
  - 1. Chief Executive Office delegated authority agreements under \$50,000;
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor;
  - 3. A purchase made through a state or federal contract;
  - 4. A contract where state or federal monies are used to fund service related programs, including but not limited to voucher programs, foster care, or other social programs that provide immediate direct assistance;
  - 5. Purchase orders under a master agreement, where the Contractor was certified at the time the master agreement was entered into and at any subsequent renewal, extension and/or amendment to the master agreement.
  - 6. Purchase orders issued by Internal Services Department under \$100,000 that is not the result of a competitive bidding process.
  - 7. Program agreements that utilize Board of Supervisors' discretionary funds;
  - 8. National contracts established for the purchase of equipment and supplies for and by the National Association of Counties, U.S. Communities Government Purchasing Alliance, or any similar related group purchasing organization;

Title 2 ADMINISTRATION  
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DEFAULTED PROPERTY TAX REDUCTION PROGRAM

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9. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles Purchasing Policy and Procedures Manual, section P-3700 or a successor provision;
  10. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.6.0 or a successor provision;
  11. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision;
  12. A non-agreement purchase worth 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
  13. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual section P-0900 or a successor provision;
  14. Other contracts for mission critical goods and/or services where the Board of Supervisors determines that an exemption is justified.
- B. Other laws. This chapter shall not be interpreted or applied to any Contractor in a manner inconsistent with the laws of the United States or California. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.70 Enforcement and remedies.**

- A. The information furnished by each Contractor certifying that it is in compliance with this chapter shall be under penalty of perjury.
- B. No Contractor shall willfully and knowingly make a false statement certifying compliance with this chapter for the purpose of obtaining or retaining a County contract.
- C. For 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; and/or,
  3. Recommend to the Board of Supervisors that an exemption is justified pursuant to Section 2.206.060.A.14 of this chapter or payment deferral as provided pursuant to the California Revenue and Taxation Code. (Ord. No. 2009-0026 § 1 (part), 2009.)

**2.206.080 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. No. 2009-0026 § 1 (part), 2009.)

## CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract For _____ Services: _____		

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded contract.

**- OR -**

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

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

Print Name:	Title:
Signature:	Date:

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

**CONTRACT DISCREPANCY REPORT****TO:****FROM:**

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

**DISCREPANCY PROBLEMS:** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Signature of County Representative\_\_\_\_\_  
Date**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Signature of Contractor Representative\_\_\_\_\_  
Date**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_\_\_\_\_\_  
Signature of County Representative\_\_\_\_\_  
Date**COUNTY ACTIONS:** \_\_\_\_\_\_\_\_\_\_  
\_\_\_\_\_**CONTRACTOR NOTIFIED OF ACTION:**\_\_\_\_\_  
County Representative's Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Contractor Representative's Signature\_\_\_\_\_  
Date



## CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of \_\_\_\_\_, during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any \_\_\_\_\_ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to Probation Program Manager within five (5) business days of start of employment.

## PERFORMANCE REQUIREMENTS SUMMARY

This Performance Requirements Summary (PRS) Chart lists the required services which will be monitored by the COUNTY during the term of this contract; the required standard of performance; the maximum deviation from the Acceptable Quality Level Standards (AQLS) which can occur before damages can be assessed; the method of COUNTY surveillance; and the liquidated damages for not meeting the AQLS.

### Quality Assurance

On an on-going basis, CONTRACTOR performance will be compared to the contract standards.

The Probation Department may use a variety of inspection methods to evaluate the CONTRACTOR'S performance. The methods of surveillance which may be used, but not limited to, are:

- User and/or Staff Complaints
- Random Inspections
- Random and/or Judgmental Samplings

### Criteria for Acceptable and Unacceptable Performance

Performance of a required service is considered acceptable when it meets the AQLS as set forth in Exhibit U. When the performance does not meet this standard, the CONTRACTOR will be notified promptly of any performance variances identified.

When an instance of unacceptable performance comes to the attention of Probation personnel, a User Complaint Form (UCR) may be filled out and forwarded to the Quality Assurance Evaluator. The complaint will be investigated, if necessary, and may be brought to the attention of the CONTRACTOR.

The CONTRACTOR shall be required to explain, in writing, within ten (10) calendar days of date of notice when performance was unacceptable, how performance will be returned to acceptable levels, and how recurrence of the problem will be prevented. CONTRACTOR will pay COUNTY for liquidated damages as provided herein.

The assessment of monetary damages against the CONTRACTOR for unacceptable services shall be calculated as shown on the Performance Requirement Summary (PRS) Chart.

### Liquidated Damages

Periodically, the CONTRACTOR'S performance will be evaluated comparing service (as stated in the Performance Work Statement) with the AQLS, using the method of surveillance. If the CONTRACTOR'S performance falls below the AQLS, liquidated damages shall be paid by CONTRACTOR as set forth in Exhibit U.

The CONTRACTOR will be notified promptly of any performance variance identified.

Corrective Action

The CONTRACTOR shall be required to immediately correct those activities found by Probation to be unacceptably performed at no additional cost to COUNTY.

/

/

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REQUIRED SERVICES	STANDARD	MAXIMUM ALLOWED DEVIATION (AQL)	METHOD OF SURVEILLANCE	LIQUIDATED DAMAGES FOR EXCEEDING THE AQL
Overall compliance with Statement of Work (SOW), Scope of Work. (Exhibit A, 1.0)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or judgmental samplings</li> </ul>	Up to \$100 per occurrence
Overall compliance with Statement of Work (SOW), Specific Tasks. (Exhibit A, 2.0)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from Contractor Reports</li> </ul>	\$100 per day until rectified
Contractor shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. (Contract, 3.0)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or judgmental samplings</li> </ul>	Up to \$100 per occurrence
Personnel assigned to provide service under this contract shall be fingerprinted prior to providing services. (Contract, 7.4.1)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or judgmental samplings</li> </ul>	Up to \$100 per occurrence
No Contractor personnel shall have a criminal conviction unless such record has been fully disclosed previously. (Contract, 7.4.2)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or judgmental samplings</li> </ul>	Up to \$100 per occurrence
Contractor shall reimburse County for record check. (Contracts, 7.4.7)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- User and/or Staff Complaints</li> <li>- Random Inspections</li> <li>- Random and/or judgmental samplings</li> </ul>	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions. (Contract, 8.0)	100% Adhere to County requirements	0%	<ul style="list-style-type: none"> <li>- Random Inspections</li> <li>- Random Samplings</li> <li>- Information from Contractor Reports</li> </ul>	\$100 per day until rectified

## ZERO TOLERANCE POLICY ON HUMAN TRAFFICKING CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

### PROPOSER CERTIFICATION

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

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

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

## COMPLIANCE WITH FAIR CHANCE EMPLOYMENT HIRING PRACTICES CERTIFICATION

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:	Email address:	
Solicitation/Contract for _____ Services		

### PROPOSER/CONTRACTOR CERTIFICATION

The Los Angeles County Board of Supervisors approved a Fair Chance Employment Policy in an effort to remove job barriers for individuals with criminal records. The policy requires businesses that contract with the County to comply with fair chance employment hiring practices set forth in California Government Code Section 12952, Employment Discrimination: Conviction History (California Government Code Section 12952), effective January 1, 2018.

Proposer/Contractor acknowledges and certifies compliance with fair chance employment hiring practices set forth in California Government Code Section 12952 and agrees that proposer/contractor and staff performing work under the Contract will be in compliance. Proposer/Contractor further acknowledges that noncompliance with fair chance employment practices set forth in California Government Code Section 12952 may result in rejection of any proposal, or termination of any resultant Contract, at the sole judgment of the County.

**I declare under penalty of perjury under the laws of the State of California that the information herein is true and correct and that I am authorized to represent this company.**

Print Name:	Title:
Signature:	Date:

## SOLE SOURCE CHECKLIST

Check (✓)	<b>JUSTIFICATION FOR SOLE SOURCE CONTRACTS</b> Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an “ <i>Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.</i> ”
	➤ Compliance with applicable statutory and/or regulatory provisions.
x	➤ Compliance with State and/or federal programmatic requirements.
x	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
x	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider. In September 2015, the Probation Department retained UCLA (Eraka Bath), through a two year sole source contract, to assist in providing technical assistance, case review, training, research, monthly data, and program analysis regarding the effectiveness of the Juvenile Competency Program. However, due to a significant decrease in the number of arrests and court referrals, the Juvenile Competency Program was unable to conduct a thorough analysis. On June 20, 2017, a contract extension was requested for William James College (WJC) to resume working on the Juvenile Competency Program. As a result, UCLA’s continued work with this program is required to ensure program viability. Identifying a new service provider requires a learning curve acquired only through prior work with this unique program and would cause a negative impact to current timeliness for the study, as well as being cost prohibitive. UCLA’s prior work, understanding of the unique model and specific subject matter expertise negate these impacts and allows for the study to continue without interference or delay.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

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Chief Executive Office

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Date



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242  
(562) 940-2501



**TERRI L. McDONALD**  
Chief Probation Officer

February 12, 2018

TO: Each Supervisor

FROM: Terri L. McDonald  
Chief Probation Officer

SUBJECT: **NOTIFICATION OF INTENT TO NEGOTIATE A SOLE SOURCE CONTRACT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA)**

In accordance with your Board's motion on March 2, 1999 (revised August 4, 2015), I am informing you of a sole source service contract that we intend to negotiate for approximately \$80,000, for a 30-month period, fully funded under Title IV-E. The proposed contract will be with The Regents of the University of California, Los Angeles (UCLA) to provide technical assistance for the Los Angeles County Juvenile Competency to Stand Trial Program (Program).

UCLA was retained under a previous sole source contract to assist with implementation and assess the effectiveness of the Program. Under the proposed sole source contract, UCLA will support the sustainability of the Program by providing technical assistance through training, case reviews and program analysis.

Should we successfully negotiate a sole source contract with UCLA, we will bring it to your Board for consideration and approval. Following Board approval, UCLA will provide services under a proposed 30-month contract term with an option to extend for a twelve (12) month period. To this end, Probation will proceed with negotiating the sole source contract with UCLA in four (4) weeks, unless otherwise instructed by your Board.

If you have any questions or require additional information regarding this notification, please feel free to contact me or Sheila Mitchell, Chief Deputy, Juvenile Services, at (562) 940-2511.

TLM:SEM:FC:TH:YT

c: Chief Executive Officer  
County Counsel  
Executive Officer, Board of Supervisors  
Justice Deputies

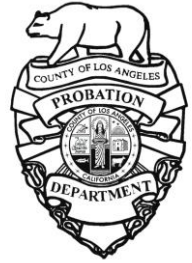




# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY - DOWNEY, CALIFORNIA 90242

562-940-2501



**TERRI L. McDONALD**  
Chief Probation Officer

February 4, 2020

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:

## **AUTHORIZATION TO ACCEPT FUNDS FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS FOR THE MENTAL HEALTH TRAINING PROGRAM FY 2019-20 AND APPROVE APPROPRIATION ADJUSTMENT**

**(ALL SUPERVISORIAL DISTRICTS) (4 VOTES)**

### **SUBJECT:**

The County of Los Angeles Probation Department (Probation) requests that your Board authorize the Chief Probation Officer to accept grant funding from the Board of State and Community Corrections (BSCC) through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program on behalf of the County of Los Angeles for the Mental Health Training Program.

### **IT IS RECOMMENDED THAT YOUR BOARD:**

1. Authorize the Chief Probation Officer to accept grant funding estimated at \$560,000 from the BSCC for the Mental Health Training Program for the period of May 1, 2019 through September 30, 2020.
2. Delegate authority to the Chief Probation Officer to execute any agreements, amendments, related documents, or extension with BSCC.
3. Approve the attached Appropriation Adjustment of \$560,000 (Attachment) to Probation's FY 2019-20 operating budget

### **PURPOSE/JUSTIFICATION OF RECOMMENDATION**

The purpose of the recommended actions is to obtain Board approval to authorize the Chief Probation Officer to accept grant funding from the BSCC for Probation's Mental Health Training Program. Probation's estimated allocation is \$560,000 for the period of May 1, 2019 through September 30, 2020. Probation continues to create a more therapeutic and trauma-informed approach to working with justice-involved youth. Probation is also collaborating with the Department of Mental Health, the Los Angeles County Office of Education and Juvenile Court Health Services to create an integrated system of care for our youth detained in juvenile halls and camps. Probation's Mental Health Training Program (Program) will consist of 1) Mental health and trauma informed training for Probation staff working in Probation's juvenile halls and camps, and 2) training for new Standards and Training for Corrections for Instructors in Probation's Staff Training Office.

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

The recommended actions are consistent with the County of Los Angeles Strategic Plan Goal I: Make Investments That Transform Lives. Specifically, it will address Strategy I.2 to Enhance Our Delivery of Comprehensive Interventions, and Goal III: Realize Tomorrow's Government Today.

### **FISCAL IMPACT/FINANCING**

The grant award is estimated at \$560,000 for the period of May 1, 2019 through September 30, 2020. Approval of the attached budget adjustment will increase the appropriation and revenue by \$560,000 for the Mental Health Training Program with no impact to net County cost.

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

The JAG Program is a key provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides critical funding necessary to support state and local initiatives including technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems.

On April 3, 2019, the BSCC released a grant announcement to local corrections agencies for a statewide mental health training initiative. The funding will be distributed on a per capita basis to local sheriff departments, police departments and probation agencies for mental health related training delivered to their Standards and Training for Corrections (STC) eligible staff from May 1, 2019 through September 30, 2020.

The Honorable Board of Supervisors  
February 4, 2020  
Page 3

On April 10, 2019, as one of BSCC's requirements for this grant, Probation completed an assessment survey to project the number of STC eligible positions that would receive mental health training during the grant period if awarded grant funding. On October 22, 2019, the BSCC approved Probation's grant funding request.

**IMPACT ON CURRENT SERVICES**

The funding provided by this grant will provide Probation with resources to assist staff in recognizing the signs of mental health, creating a safe, secure and healthy environment where detained youth can learn pro-social behaviors and develop transferable life skills that support positive behavioral changes as part of the rehabilitative process.

Respectfully submitted,

Terri L. McDonald  
Chief Probation Officer

TLM:TH:JK:sb

Enclosure

c:     Executive Officer  
       County Counsel  
       Chief Executive Office

COUNTY OF LOS ANGELES  
**REQUEST FOR APPROPRIATION ADJUSTMENT**  
DEPARTMENT OF PROBATION

DEPT'S.  
NO. 640

**AUDITOR-CONTROLLER:**

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. PLEASE CONFIRM THE ACCOUNTING ENTRIES AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

**ADJUSTMENT REQUESTED AND REASONS THEREFOR****FY 2019-20**

4 - VOTES

**SOURCES**

PROBATION - SUPPORT SERVICES  
A01-PB-89B-8831-17000-17100  
Board of State and Community Corrections  
INCREASE REVENUE

**USES**

PROBATION - SUPPORT SERVICES  
A01-PB-2000-17000-17100  
SERVICES & SUPPLIES  
INCREASE APPROPRIATION

**SOURCES TOTAL: \$ 560,000****USES TOTAL: \$ 560,000****JUSTIFICATION**

Reflects an increase in revenue and Services and Supplies appropriation for Support Services from the BSCC through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program for Probation's Mental Health Training Program.

AUTHORIZED SIGNATURE GINA BYRNES, CHIEF FINANCIAL OFFICER

BOARD OF SUPERVISOR'S APPROVAL (AS REQUESTED/REVISED)

REFERRED TO THE CHIEF  
EXECUTIVE OFFICER FOR ---

☐ ACTION

☐ RECOMMENDATION

AUDITOR-CONTROLLER

BY \_\_\_\_\_

B.A. NO. \_\_\_\_\_

20

☐ APPROVED AS REQUESTED

☐ APPROVED AS REVISED

CHIEF EXECUTIVE OFFICER

BY \_\_\_\_\_

20



# COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242  
(562) 940-2501



**TERRI L. McDONALD**  
Chief Probation Officer

January 15, 2020

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

From: Terri L. McDonald  
Chief Probation Officer

Subject: **PUBLIC SAFETY REALIGNMENT IMPLEMENTATION (ITEM NO. S-1, AGENDA OF JANUARY 15, 2013) – JANUARY 2020 UPDATE**

## Background

The Public Safety Realignment Team (PSRT) was established by the Board of Supervisors to coordinate the County's implementation of Public Safety Realignment (AB 109). Chaired by the Chief Probation Officer and comprised of multiple agencies, PSRT meets regularly to address legal, custody, supervision, and treatment coordination issues to enhance realignment implementation. This report is submitted as the January 2020 update.

## Overview

The attached report highlights selected implementation developments and strategies for the period of April 2019 to December 2019. Also provided is the FY 2019-20 Community Corrections Partnership (CCP) Survey (Exhibit A). This survey was assembled by impacted departments and submitted to the California Board of State & Community Corrections in December 2019, to provide an overview of implementation efforts during the period of October 2018 to November 2019. It includes a broad summary of key issues identified by departments in the areas of supervision, custody, and rehabilitative/treatment services, and key system-wide goals for the current fiscal year. Our efforts to enhance services to our clients and to keep our communities safer are in alignment with the 2016 – 2021 County of Los Angeles Strategic Plan.

If you have any questions or need additional information, please contact me or Reaver E. Bingham, Chief Deputy, Adult Services, at (562) 940-2513.

TLM:REB:HW:DP:GM:alj

## Attachment

- c: Sachi A. Hamai, Chief Executive Officer
- Celia Zavala, Executive Officer, Board of Supervisors
- Mary C. Wickham, County Counsel
- Sheila Williams, Senior Manager, Chief Executive Office
- Justice Deputies

***Rebuild Lives and Provide for Healthier and Safer Communities***

## PUBLIC SAFETY REALIGNMENT IMPLEMENTATION UPDATE

The Los Angeles County Probation Department's AB 109 Bureau and County collaborative agencies have made significant contributions in serving the Re-Entry population through numerous achievements. The AB 109 Program met its strategic goals for 2019 and remains confident with its endeavors for 2020.

Below are key enhancements identified by departments in the areas of supervision, custody, and rehabilitative/treatment services, and key system-wide goals for the current year. As referenced in the transmittal memorandum, also provided are the FY 2019-20 Community Corrections Partnership (CCP) Survey (Exhibit A).

### CALIFORNIA BOARD OF STATE AND COMMUNITY CORRECTIONS REPORT HIGHLIGHTS: STRATEGIES IMPLEMENTATION SUMMARY

**The Department of Public Health's Substance Abuse Prevention and Control (DPH-SAPC) is increasing substance use disorder collaboration and services to clients.**

***"Reduce the Incidence of Involvement with the Justice System Among Vulnerable Populations: Increase the number of justice involved juveniles and adults linked to appropriate health, mental health and substance use disorder services." (County of Los Angeles Strategic Plan)***

- ❖ To streamline linkage to substance use disorder services, DPH-SAPC and Probation have increased the co-location of Client Engagement Navigation Systems (CENS) counselors at Probation Offices throughout the County. CENS Counselors are now co-located at 11 Probation offices servicing the supervised population.
- ❖ In partnership, Department of Mental Health (DMH) is collocated within all five AB 109 Bureau Regions.
- ❖ DHS-ICHS established and formalized a process for screening of eligible AB 109 Revocation Court clients to the START program via referral requests from Probation. Once accepted into the START program, AB 109 Revocation Court clients would receive treatment services, including individual and group counseling, case management, and referral to post-release community SUD treatment.
- ❖ DHS-ICHS will provide Substance Use Disorder (SUD) treatment under the Substance Treatment and Re-entry Transition (START) in-custody treatment program to Assembly Bill (AB) 109 Revocation Court clients.

**The Probation Department continues to implement a cognitive behavioral intervention (CBI) program to address criminogenic needs and reduce recidivism.**

- ❖ The Probation Department made significant progress in its efforts to implement the CBI program using evidenced-based practices by providing its supervisors with additional training resources designed to boost unit staff's competencies.

***“Implement evidence-based practices to increase our residents’ self-sufficiency, prevent long-term reliance on the County’s social safety net, and prevent involvement with the County’s foster, juvenile justice, and adult justice systems.”***  
***(County of Los Angeles Strategic Plan)***

**The Probation Department is implementing in-reach habitual absconders who are being released from County jail using pre-release video conferencing (PRVC) or in-person meetings to reduce their abscond rate.**

***“Implement evidence-based practices to increase our residents’ self-sufficiency, prevent long-term reliance on the County’s social safety net, and prevent involvement with the County’s foster, juvenile justice, and adult justice systems.”*** ***County of Los Angeles Strategic Plan***

- ❖ Co-located DMH staff at the PRC began participating in the PRVC process in March 2019 to coordinate mental health care prior to release. Clinical staff obtain necessary clinical information, including reasons for hospitalizations, medications, diagnoses, acuity level, symptoms, controlling offense and registrations to coordinate a suitable release and aftercare plan for the client.

- ❖ As of November 2019, the process is being piloted with staff at one AB 109 regional office.
- ❖ The required equipment has been ordered and received.
- ❖ Information Technology staff are in the process of completing the hardware and software installation.
- ❖ Approximately 20 video conference interviews have been conducted.
- ❖ The process and lessons learned from this pilot will be incorporated into future policy and implementation.

**The Probation Department and DPH-SAPC is expanding Substance Abuse Disorder (SUD) access and services for the AB 109 population, creating a fuller, more complete continuum of care.**

- ❖ The Probation Department's and DPH-SAPC's goal is to increase the number of Probation Department sites where Client Engagement and Navigation Services (CENS) are co-located.
- ❖ DPH-SAPC continued co-locating CENS navigators at Department of Probation and Superior Court locations that provide screening, referral and linkage to (SUD) treatment services for clients with conditions of probation under AB 109.

***"Provide rehabilitative services to those involved with the County's justice systems to reduce the risk of recidivism and support successful re-entry into our communities."***  
***(County of Los Angeles Strategic Plan)***

**The Department of Health Services' Integrated Correctional Health Services (DHS-ICHS) initiated SUD treatment under the Substance Abuse Treatment and Re-Entry Transition (START) in-custody treatment program to AB 109 revocation court clients.**

***"Provide rehabilitative services to those involved with the County's justice systems to reduce the risk of recidivism and support successful re-entry into our communities."*** ***(County of Los Angeles Strategic Plan)***

- ❖ DHS-ICHS established and formalized a process for screening of eligible AB 109 Revocation Court clients to the START program via referral requests from Probation.
- ❖ Once accepted into the START program, AB 109 Revocation Court clients would receive treatment services, including individual and group counseling, case management, and referral to post-release community SUD treatment.
- ❖ Between October 2018 and June 2019, 137 AB 109 Revocation Court clients were referred to the START program.



## SERVICE DELIVERY STRATEGIES

### PRISON IN-REACH

***“Reduce the Incidence of Involvement with the Justice System Among Vulnerable Populations: Increase the number of justice involved juveniles and adults linked to appropriate health, mental health and substance use disorder services.” (County of Los Angeles Strategic Plan)***

Officer (DPO) 30 to 45 days prior to their release from custody. The assigned DPO uses video conferencing to introduce himself/herself, inform clients of their reporting office, provide an overview of the PRCS program, and start preparing the initial case plan to address stabilization and treatment needs.

- ❖ Since May 2018, Probation staff assigned to the Pre-Release Center (PRC) have coordinated and participated in Pre-Release Video Conferences (PRVC) with state prison inmates who have substantial medical, mental health, or housing needs to plan stabilization and treatment delivery prior to their release.
- ❖ In December 2018, Probation began a pilot program in its Pomona Area Office where state prisoners are assigned to a Deputy Probation Officer (DPO) 30 to 45 days prior to their release from custody. The assigned DPO uses video conferencing to introduce himself/herself, inform clients of their reporting office, provide an overview of the PRCS program, and start preparing the initial case plan to address stabilization and treatment needs.
- ❖ Co-located DMH staff at the PRC began participating in the PRVC process in March 2019 to coordinate mental health care prior to release. Clinical staff obtain necessary clinical information, including reasons for hospitalizations, medications, diagnoses, acuity level, symptoms, controlling offense and registrations to coordinate a suitable release and aftercare plan for the client.
- ❖ Coordination with the Department of Health Services (DHS) is also initiated if there are medical concerns or if there is an identified need for special housing. Since the implementation of the PRVC in Alameda County in 2018, they have had a reduction in the abscond rate and increased reporting to 80%.
- ❖ The Department is expanding the use of in-reach video conferencing in prisons. Since the last report, Probation has conducted meetings with labor unions to discuss operational effectiveness with the new protocols to effectively build rapport with clients before their release into the community. The Department will be supplying its supervision offices with technical capabilities, building training components, and drafting policy by the next reporting period.
- ❖ The purpose of the pilot is to reduce client anxiety, reduce the lag time between release from custody and first office meeting with the assigned DPO, facilitate a warm hand-off to needed services, and reduce the number of absconds from supervision.

**JAIL IN-REACH**

- ❖ On May 6, 2019, AB 109 Probation began a County jail in-reach pilot at the South Bay Area Office.
- ❖ On December 9, 2019, Video conferencing systems were installed in the South Bay Office's interview rooms.

***“Implement evidence-based practices to increase our residents’ self-sufficiency, prevent long-term reliance on the County’s social safety net, and prevent involvement with the County’s foster, juvenile justice, and adult justice systems.” (County of Los Angeles Strategic Plan)***

**SUBSTANCE USE DISORDER COLLABORATION AND INCREASED SERVICES**

- ❖ In May of 2019, DPH-SAPC and Probation partnered in a pilot substance use disorder education program to target those who screen positive for an at-risk intervention, but who do not show a current need for treatment.
- ❖ This program provides education to those who are at risk of substance use disorders in an effort to proactively address those who are risk of addiction.
- ❖ The program is designed to target those with a history of usage that puts them at risk of developing a substance use disorder. Prior to this program, clients were only referred to treatment when their assessments indicated a current need for treatment.
- ❖ In an effort to streamline linkage to substance use disorder services, DPH-SAPC and Probation have increased the co-location of Client Engagement Navigation Systems (CENS) counselors at Probation offices throughout the County.
- ❖ CENS Counselors are now co-located at 11 Probation offices serving the supervised population.
- ❖ In partnership, DMH is colocated within all five AB 109 Bureau Regions.

***“Reduce the Incidence of Involvement with the Justice System Among Vulnerable Populations: Increase the number of justice involved juveniles and adults linked to appropriate health, mental health and substance use disorder services.” (County of Los Angeles Strategic Plan)***

**INCREASED HOMELESS OUTREACH EFFORTS**

***“Ensuring that law enforcement and other first responders effectively engage homeless families and individuals (Strategies E4 and E5).”  
(Los Angeles County Homeless Initiative)***

- ❖ AB 109 partnered with California State University, Los Angeles (CSULA) School of Criminal Justice & Criminalistics, to conduct a homeless intern project, consisting of analyzing all 849 South Bay cases, to determine how many cases have permanent residences or homeless/transient, along with providing a homeless survey, homeless community resources for clients/staff, and reducing our homeless population.
- ❖ A CSULA student, an intern, worked closely with AB 109 operations throughout her internship. The research revealed that of the 849 cases, 49 were homeless, which represented 6% of the South Bay Office’s population.
- ❖ The homeless survey was also completed by 19 clients, which revealed that our clients’ greatest needs were *“wanting private housing, transportation to and from Probation, and food.”* Auxiliary funds and incentives have been and will continue to be used to address the needs of our clients.
- ❖ The Probation Department is currently acquiring additional vehicles to expand their mobile outreach efforts to areas of the County with large homeless populations. These resource units will allow probation officers and collaborative partners in the community, to meet with homeless clients and provide resources such as housing, mental health and substance abuse assessments, and employment services.
- ❖ The targeted expansion cities include Long Beach, Antelope Valley, Pomona, Venice and Santa Monica.

**COUNTYWIDE EVALUATION**

- ❖ Post Release Services was implemented in 2011. Since that time, there have been inquiries regarding outcomes, recidivism and services. The Office of the CIO (OCIO), in collaboration with CCJCC, the Probation Department, and the AB 109 Steering Committee, have collaborated on a project to support the evaluation of the County's Public Safety Realignment program and assess its impact on the participants' outcomes, recidivism, and criminal justice trends.

***"We will aggressively address societies most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges."***  
***(County of Los Angeles Strategic Plan)***

- ❖ The first phase of the evaluation is to complete AB 109 individual matches to services and complete analysis that can help to better inform where improvements in service delivery are necessary. While this analysis is not a full recidivism study, this analysis can be used to inform subsequent analyses and future recidivism studies.
- ❖ Proposed analysis would be focused on services received through the County delivery system. Data would be obtained from ISAB, OCIO's Information Hub (Health Agency Departments, Probation, and Sheriff). Proposed analysis would also include comparative information to other California counties.
- ❖ The OCIO will match anonymized information on the populations of interest with anonymized data from Department data via OCIO's Information Hub to show trends and patterns of health service utilization among AB 109 supervised persons. In addition, the OCIO will support the comparison of LA County AB 109 investments across other counties (e.g., funding allocation, resource investments) and identify and address potential service delivery gaps.
- ❖ As far as next steps, the OCIO will convene a series of meetings with our AB 109 Steering Committee across the first and second quarters of 2020 and will review analyses completed and confirm additional research questions as this effort progresses.
- ❖ The OCIO recommends taking an iterative approach to support this project. This will allow for individual matches to services immediately and that can be a catalyst to further refine needs, address questions regarding the AB 109 population, and support, ultimately getting a study that can provide a more comprehensive view on recidivism.
- ❖ By taking this approach to the original service request, the AB 109 program can start to address its needs, while additionally allowing several data strategies and infrastructure investments to mature that will enable future recidivism analyses and studies.

## Exhibit A

FY 2019-20  
Community Corrections Partnership (CCP) Survey

## FY 2019-20 Community Corrections Partnership Survey

This survey is designed to help Californians understand your efforts, goals, and successes in implementing Public Safety Realignment. The information you share will be used as the basis of the Board of State and Community Corrections' (BSCC) annual report to the Governor and Legislature on the implementation of Community Corrections Partnership (CCP) Plans as required by section (11) of subdivision (b) of Section 6027 of the Penal Code. Your responses help to illustrate how counties are allocating and using funds to reduce recidivism while keeping communities safe. We hope you will also consider answering a few optional questions to show how your county is responding to the unique needs of local offenders and what, if any, challenges have arisen and changes have resulted from those responses.

### Survey

This survey was designed by the BSCC in consultation with the Department of Finance to assist counties with reporting requirements. Counties completing the required portions of the survey will have met the report requirement. Counties that complete the survey are compensated.

The Budget Act of 2019 (AB 74, Chapter 23) appropriates \$7,950,000 to counties as follows:

*Counties are eligible to receive funding if they submit a report to the Board of State and Community Corrections by December 15, 2019, that provides information about the actual implementation of the 2018-19 Community Corrections Partnership plan accepted by the County Board of Supervisors pursuant to Section 1230.1 of the Penal Code. The report shall include, but not be limited to, progress in achieving outcome measures as identified in the plan or otherwise available. Additionally, the report shall include plans for the 2019-20 allocation of funds, including future outcome measures, programs and services, and funding priorities as identified in the plan accepted by the County Board of Supervisors.*

### Funding

Funds will be distributed by January 31, 2020 to counties that comply with all survey requirements as follows:

*(1) \$100,000 to each county with a population of 0 to 200,000, inclusive, (2) \$150,000 to each county with a population of 200,001 to 749,999, inclusive, and (3) \$200,000 to each county with a population of 750,000 and above.*

*Allocations will be determined based on the most recent county population data published by the Department of Finance.*

## **Survey Distribution**

This survey has been distributed electronically to each Chief Probation Officer as CCP Chair. Each CCP Chair is encouraged to share the survey with CCP members prior to completion and submission. Responses should represent the collective views of the CCP and not a single agency or individual.

## **Submission Instructions**

To make the survey more user friendly, the BSCC is using both Microsoft Word and Excel for a complete submittal package. **The survey consists of two (2) parts and five (5) sections:**

➤ *Part A- to be completed in Microsoft Word*

Section 1: CCP Membership;

Section 2: Your Goals, Objectives and Outcome Measures; and Section 3: Optional Questions.

➤ *Part B- to be completed in Microsoft Excel*

Section 4: FY 2018-19 Public Safety Realignment Funding; and Section 5: FY 2019-20 Public Safety Realignment Funding.

Respondents may use spell and grammar checks for their narrative responses (Part A, Sections 1, 2, and 3) and Excel's auto-sum features when completing the budgetary questions (Part B, Sections 4 and 5). If you choose not to answer an optional question, please respond "Decline to Respond."

**NOTE:** To produce a more comprehensive report on the implementation of realignment, we are asking for photos, and quotes from program participants and/or stakeholders, if available. You do not need to provide identifying information. Please attach photos of programs in action along with a few quotes. These may be published in the *2011 Public Safety Realignment Act: Eighth Annual Report on the Implementation of Community Corrections Partnership Plans*.

Please ensure any individual(s) in the photos have given their consent for use/publication. In addition, do not submit any photos that include faces of minors (youth under 18).

**To submit the CCP Survey package**, as well as providing any optional photos and/or quotes, email all attachments in a single email to:

Helene Zentner, BSCC Field Representative at: [Helene.Zentner@bscc.ca.gov](mailto:Helene.Zentner@bscc.ca.gov) For questions, also contact at: 916-323-8631

### **Due Date**

A single completed survey package (Parts A and B) must be submitted electronically to the BSCC by **Friday, December 13, 2019**. The CCP is encouraged to collaborate on responses and the CCP Chair should submit the survey. Only one submission by a county will be accepted.

If you experience any difficulty completing this survey or need technical assistance, please contact:

Helene Zentner, BSCC Field Representative

916-323-8631 or [Helene.Zentner@bscc.ca.gov](mailto:Helene.Zentner@bscc.ca.gov)

Thank you.



# FY 2019-20 Community Corrections Partnership Survey

## PART A

### SECTION 1: CCP Membership

**Section 1 asks questions related to the CCP composition and meeting frequency. There are five (5) questions in this section.**

1. County Name: Los Angeles
2. Penal Code Section 1230 identifies the membership of the CCP. Provide the name of each individual fulfilling a membership role as of October 1, 2019 in the spaces to the right of each membership role. If a membership role is not filled, respond by indicating "vacant."

Chief Probation Officer	Terri McDonald
Presiding Judge of the Superior Court or designee	Sam Ohta
County Supervisor or Chief Administrative Officer or a designee of the Board of Supervisors	Sachi Hamai
District Attorney	Jackie Lacey
Public Defender	Ricardo Garcia
Sheriff	Alex Villanueva
Chief of Police	Michel Moore (LAPD) and Keith Kauffman (Police Chiefs Association)
Head of the County Department of Social Services	Antonia Jiménez
Head of the County Department of Mental Health	Jonathan E. Sherin
Head of the County Department of Employment	Otto Solorzano
Head of the County Alcohol and Substance Abuse Programs	Barbara Ferrer
Head of the County Office of Education	Debra Duardo

A representative from a community-based organization with experience in successfully providing rehabilitative services to persons who have been convicted of a criminal offense	Troy Vaughn
An individual who represents the interests of victims	Jackie Lacey

3. How often does the CCP meet? Use an "X" to check the box to the left of the list.

	Bi-weekly (every other week)
	Monthly
	Bi-monthly (every other month)
X	Quarterly
	Semi-Annually
	Annually
	Other (please specify)

4. How often does the Executive Committee of the CCP meet? Use an "X" to check the box to the left of the list.

	Bi-weekly (every other week)
	Monthly
	Bi-monthly (every other month)
X	Quarterly
	Semi-Annually
	Annually
X	Other (please specify) The Executive Committee meets concurrent with the full body.

5. Does the CCP have subcommittees or working groups? Use an "X" to check the box to the left of the list.

X	Yes
	No

If "Yes," list the subcommittees and/or working groups and the purpose.

### Parole Revocation/Legal Work Group

The Parole Revocation/Legal Work Group develops, implements, and improves the processes by which AB 109 court matters are conducted, including the issuance of warrants, Post Release Community Supervision (PRCS) revocations, parole revocations, and court linkages to treatment.

### Treatment Work Group

The Treatment Work Group coordinates, develops, implements, and improves the processes by which AB 109 populations are assessed and linked to needed rehabilitation and treatment services.

## **SECTION 2: Your Goals, Objectives and Outcome Measures**

***Section 2 asks questions related to your goals, objectives, and outcome measures. To view your responses provided in the 2018-19 survey, [click here](#).***

***For the purpose of this survey:***

- ***Goals are defined as broad statements the CCP intends to accomplish.***
- ***Objectives support identified goals and are defined by statements of specific, measurable aims of the goal.***
- ***Outcome measures consist of the actual measurement of stated goals and objectives.***

**Example:**

<b>Goal</b>	<b>Increase substance use disorder treatment to offenders in ABC County</b>
Objective	40% of participants will complete substance use disorder treatment
Objective	100% of participants will receive screening for substance use disorder treatment
Outcome Measure	Number of participants enrolled in substance use disorder treatment
Outcome Measure	Number of participants completing substance use disorder treatment
Progress toward stated goal	Between January 2019 and June 2019, 70% of participants in substance use disorder treatment reported a decrease in the urge to use drugs. This is a 10% increase from the same period last year.

6. Describe a goal, one or more objectives, and outcome measures from FY 2018-19. If the CCP kept the same goal, objective and outcome measure from a prior fiscal year for FY 2018-19, provide that information. If no goal, objective, or outcome measure was identified, respond by indicating "Not Applicable."

<b>Goal</b>	<b>The Probation Department will continue to implement a Cognitive Behavioral Intervention (CBI) program to address criminogenic needs (e.g., anti-social thinking, anti-social personality pattern, etc.) and reduce recidivism. (Continuation of goal from FY 2017/2018.)</b>
Objective	Ensure newly assigned supervision Deputy Probation Officers and Supervising Deputy Probation Officers (DPOs/SDPOs) are trained in the Evidence-Based Practice (EBP) and CBI curriculum and policies.
Objective	Ensure that supervision DPOs that have completed the EBP and CBI training maintain their skills and knowledge through monthly booster sessions.
Objective	Ensure that the use of the CBI workbooks is incorporated into the new/revised case plans to address criminogenic or case management needs.
Outcome Measure	By 6/30/19, at least 95% of supervision SDPOs will be trained in and will use the selected EBP curriculum to reinforce DPOs' EBP skills during their monthly unit meetings.
Outcome Measure	By 6/30/19, during a quality assurance review, at least 50% of case plans created/revised after 4/30/19 will include the use of at least two CBI workbooks as strategies to address criminogenic or case management needs.

Progress toward stated goal	<p>The Probation Department made significant progress in its efforts to implement the CBI program. The Department adopted and purchased the <i>Supervisors EBP BriefCASE</i> product as its curriculum for Supervising Deputy Probation Officers (SDPOs) to conduct monthly EBP booster sessions with their unit staff. The <i>EBP BriefCASE</i> product contains 18 modules that include subjects such as interpreting and sharing assessment results, overcoming thinking traps, writing SMART case plans, and effective responses to noncompliant behavior. The training of supervision SDPOs in the use of the product was held in April 2019, and 83% of AB 109 supervision SDPOs completed the training. In June 2019, AB 109 SDPOs began conducting these booster sessions and continue to review one module each month.</p> <p>In October 2018, quality assurance reviews of case plans were conducted to measure the extent to which DPOs are including the use of the adopted CBI curriculum/workbooks, <i>The Carey Guides</i>, as strategies to address criminogenic or case management needs. The initial review found that only 29% of case plans incorporated the use of the CBI workbooks. In response, Probation developed and provided 3-hour booster trainings to each unit in their office. The last quality assurance review conducted in August 2019 found that 50.6% of case plans incorporated the use of the CBI workbooks.</p> <p>The Department will continue its efforts to implement the CBI program with a goal that by June 30, 2020, at least 75% of case plans will include the use of at least two Guides as strategies to address criminogenic or case management needs.</p>
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7. Describe a goal, one or more objectives, and outcome measures from FY 2018-19. If the CCP kept the same goal, objective, and outcome measure from a prior fiscal year for FY 2018-19, provide that information. If no goal, objective, or outcome measure was identified, respond by indicating "Not Applicable."

<b>Goal</b>	<b>Expand Substance Use Disorder (SUD) access and services for the AB 109 population, creating a fuller, more complete continuum of care. (<i>Continuation of goal from FY 2017/2018.</i>)</b>
Objective	Increase the number of Probation Department sites where Client Engagement and Navigation Services (CENS) are co-located.
Objective	Engage AB 109 clients in Recovery Support Services (RSS).
Outcome Measure	Number of new CENS co-located at Probation Department sites.
Outcome Measure	Number of AB 109 clients engaged in RSS for more than 30 days.

Progress toward stated goal	Objective 1: In Fiscal Year (FY) 2018-19, the Department of Public Health Substance Abuse Prevention and Control (DPH-SAPC) continued colocating CENS navigators at Department of Probation and Superior Court
	<p>locations that provide screening, referral, and linkage to substance use disorder (SUD) treatment services for clients with conditions of probation under AB 109.</p> <p>In FY 2018-19, CENS navigators were co-located at the following sites:</p> <ul style="list-style-type: none"> <li>• Long Beach Superior Courthouse Start Date: 07/01/18 □ Firestone Probation Area Office Start Date: 02/26/19</li> <li>• Centinela Probation Area Office Start Date: 02/25/19</li> </ul> <p>In FY 2018-19, CENS navigators screened 5,638 AB 109 clients at all Probation and Superior Court co-locations funded through AB 109.</p> <p>Objective 2: Increase the number of AB 109 clients in RSS: Data is not currently available to respond to the progress of RSS participation by AB 109 clients. This data lag is due to configurations of DPH-SAPC's electronic health record. It is expected that data to correspond to this objective will be available by the end of the 2<sup>nd</sup> quarter of FY 2019-20.</p>

8. Describe a goal, one or more objectives, and outcome measures from FY 2018-19. If the CCP kept the same goal, objective, and outcome measure from a prior fiscal year for FY 2018-19, provide that information. If no goal, objective, or outcome measure was identified, respond by indicating "Not Applicable."

<b>Goal</b>	<b>Department of Health Services – Integrated Correctional Health Services (DHS-ICHS) will provide Substance Use Disorder (SUD) treatment under the Substance Treatment and Re-entry Transition (START) in-custody treatment program to Assembly Bill (AB) 109 Revocation Court clients.</b>
Objective	DHS-ICHS will collaborate with the Probation Department and the AB 109 Revocation Court to establish workflows to screen and link qualifying PostRelease Supervised Persons (PSPs)/AB 109 clients to the START program. DHS-ICHS will also develop with Probation reporting mechanisms on enrollment, progress, and post-release coordination of care.
Outcome Measure	DHS-ICHS establishes a process for screening qualified PSPs, linking them to the in-custody START program, and developing reporting requirements to Probation on PSPs' enrollment status, treatment progress, SUD treatment recommendation, and post-release coordination of care.

Progress toward stated goal	<p>Outcome Measure Achieved:</p> <ul style="list-style-type: none"> <li>In August and September 2018, DHS-ICHS had discussions with Probation to establish workflows and logistics for linkage and treatment of AB 109 Revocation Court clients to the START program.</li> <li>In September 2018, DHS-ICHS established and formalized a process for screening of eligible AB 109 Revocation Court clients to the START program via referral requests from Probation. Once accepted into the START program, AB 109 Revocation Court clients would receive</li> </ul>
	<p>treatment services, including individual and group counseling, case management, and referral to post-release community SUD treatment.</p> <p><input type="checkbox"/> Between October 2018 and June 2019, 137 AB 109 Revocation Court clients were referred to the START program.</p>

9. Will the CCP use the same goals, objectives, and outcome measures identified above in FY 2019-20? Use an "X" to check the box to the left of the list.

X*	Yes. ( <i>Continue to Section 3</i> )
X**	No. The CCP will add and/or modify goals, objectives, and outcome measures ( <i>Continue with section below</i> )

\*Two goals will remain the same. See answers to Question #10 and Question #11.

\*\*One new goal will be added. See answer to Question #12.

10. Describe a goal, one or more objectives, and outcome measures for FY 2019-20.

<b>Goal</b>	<b>Expand Substance Use Disorder (SUD) access and services for the AB 109 population, creating a fuller, more complete continuum of care. (<i>Continuation of goal from FY 2018/2019.</i>)</b>
Objective	Increase the number of Probation Department and/or Superior Court sites where Client Engagement and Navigation Services (CENS) are colocated.
Objective	Introduce the Adult-At-Risk Pilot program designed to motivate AB109 probationers who screen negative for SUD to participate in educational workshops that promote awareness of addiction.
Outcome Measure	Number of new CENS co-located at Probation Department sites.
Outcome Measure	Establish the Adult-At-Risk Pilot program at all Probation HUBs and Area Offices supervise AB 109 clients.

Progress toward stated goal	<p>Objective 1: For FY 2019-20, Department of Public Health, Substance Abuse Prevention and Control (DPH-SAPC) successfully co-located CENS navigators at the following locations:</p> <ul style="list-style-type: none"> <li>• West Los Angeles Probation Area Office Start Date: 07/15/19 □ Santa Clarita Courthouse Start Date: 08/13/19</li> <li>• Alhambra Courthouse Start Date: 08/14/19</li> <li>• East Los Angeles Probation Area Office Start Date: 10/16/19</li> </ul> <p>In July and August 2019, 1,218 clients were screened at selected Probation and Superior Court locations. It is estimated that the co-located navigators may screen approximately 7,300 clients for FY 2019-20, which would be an increase of 22% from FY 2018-19.</p> <p>Objective 2: On May 15, 2019, DPH-SAPC, in collaboration with the Probation Department, introduced the Adult At-Risk Early Intervention Educational Pilot program. The program officially launched on July 1, 2019, and is designed to motivate AB 109 probationers who screen negative for SUD to participate in educational workshops that promote awareness of addiction as a disease; increase harm reduction awareness</p>
	<p>such as overdose prevention, reducing the negative consequences of SUD; support community re-entry; reduce recidivism; and improve health outcomes. Clients who complete the program receive a certificate from DPH-SAPC and are eligible for potential incentives from Probation. The program offers the following service components through 10 hours of instruction over a 60-day period: Individualized intervention guide; Individual and group intervention sessions; Educational presentations/workshops; Collateral services with significant persons in the client's life; and Referral to ancillary and/or SUD treatment services.</p> <p>As a result of the planning and collaborative efforts between DPH-SAPC and Probation, the Adult-At-Risk Pilot program was successfully implemented at eleven (11) Probation area offices. Also, during the first two quarters of FY 2019-20, four Regional Probation orientation sessions were held to increase the knowledge and awareness amongst Deputy Probation Officers (DPOs) about the Adult-At-Risk Program.</p>

11. Describe a goal, one or more objectives, and outcome measures for FY 2019-20.

Goal	<p><b>Department of Health Services – Integrated Correctional Health Services (DHS-ICHS) will maintain Substance Use Disorder (SUD) treatment under the Substance Treatment and Re-Entry Transition (START) in-custody treatment program to Assembly Bill (AB) 109 Revocation Court clients. (Continuation of goal from FY 2018/2019.)</b></p>
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Objective	DHS-ICHS will continue screening and linking AB 109 Revocation Court clients to the START program and treating these clients while they are in the START program.
Outcome Measure	Total AB 109 Revocation Court referrals to the START program in FY 2019-20.
Progress toward stated goal	Between July 2019 and September 2019, 87 AB 109 Revocation Court clients were referred to the START program.

12. Describe a goal, one or more objectives and outcome measures for FY 2019-20.

<b>Goal</b>	<b>The Probation Department will utilize Pre-Release Video Conferencing (PRVC) to in-reach to individuals in prison and county jail who will be released to the Probation Department's supervision.</b>
Objective	Expand in-reach to individuals being released from prison onto Post Release Community Supervision (PRCS) with the use of PRVC in an effort to reduce the abscond rate of newly released PSPs.
Objective	Implement in-reach to habitual absconders* who are being released from county jail through the use of PRVC in an effort to reduce their abscond rate.
Objective	Ensure that CDCR staff can provide accurate information to inmates regarding AB 109 supervision by identifying and contacting each prison's contact person.
Objective	Establish PRVC capability with the prisons in every AB 109 area office and with the county jail in every AB 109 region.
Objective	Develop policy and procedures for PRVC implementation with persons being released from state prison or county jail.
Outcome Measure	By May 2020, the Department will have completed at least one contact with all the prisons from which PSPs are released that have PRVC capability.
Outcome Measure	By June 2020, at least 80% of AB 109 offices and regions will have PRVC capability.
Outcome Measure	By June 2020, AB 109 policy and procedures for PRVC will be approved by Probation's Executive Management staff.
Outcome Measure	By September 2020, at least 75% of AB 109 supervision staff will be trained in the new PRVC policy and procedures.

Progress toward stated goal	<p>As of November 2019, PRVC capabilities have been established at one area office (Pomona) and the Pre-Release Center. The process has been piloted at the area office and lessons learned will be incorporated into the future policy and implementation.</p> <p>The required equipment has been ordered and received. Information Technology staff are in the process of completing the hardware and software installation.</p>
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\*Individuals who have never reported or have not reported in six months.

### SECTION 3: Optional Questions

***Section 3 asks optional questions about evaluation, data collection, programs and services, training and technical assistance needs, and local best practices. There are 10 questions in this section. Responses will be used by the BSCC and its justice-system partners to better understand the needs of counties. If you choose not to answer an optional question, please respond “Decline to Respond.”***

13. Describe the process the CCP uses to determine potential programs and/or services for local implementation using Realignment funds?

The County allocates realignment funds to departments, which may then contract with Community-Based Organizations (CBOs) to provide programs and/or services. The CCP helps inform this process by identifying programmatic needs and/or service gaps within existing implementation efforts.

14. Does the county evaluate the effectiveness (as defined locally) of programs and/or services funded with its Public Safety Realignment allocation? Use an “X” to check the box to the left of the list.

X	Yes
	No

If yes, how?

Los Angeles County assesses the effectiveness of programs and/or services funded with its Public Safety Realignment allocation through ongoing County Department review. Public Safety Realignment implementation reports are submitted to the County Board of Supervisors on a semi-annual basis. These reports discuss programs and services that are being offered and provide updates on Public Safety Realignment objectives and local implementation.

Included with the semi-annual reports on Public Safety Realignment are monthly data reports that indicate trends over time.

The County is currently building a framework for conducting an evaluation of AB 109 implementation using aggregated data from various County Departments.

The evaluation will assess the impact on AB 109 offender outcomes, recidivism, and criminal justice trends, and will include the development of proposed program/process modifications to improve outcomes.

As an example, anonymized information on justice-involved populations will be matched with anonymized data from health-related departments to show trends and patterns of health service utilization among AB 109 probationers. This will answer such questions as the number of people in this population that accessed health services within their first three years of supervision; the number that access services in their first year, second year, or third year of supervision; and the percent of the populations that access health services in each time frame.

Counts and percentages will be tabulated by service type (i.e., outpatient, inpatient/residential, emergency) and by health agency.

Results will be compared across demographic groups, and additional measures for employment, housing, and homelessness will be reported where data is available.

15. Does the county consider evaluation results when funding programs and/or services? Use an "X" to check the box to the left of the list.

X	Yes
	No

If yes, how?

Yes, the effectiveness and results of programs and/or services – in addition to programmatic needs identified by departments – are considered when funds are allocated. As noted in Question #14, the County Board of Supervisors is kept informed about the programs and services related to Public Safety Realignment through reports submitted on a semi-annual basis. In addition, individual departments submit extensive justifications with any budget requests made to the Chief Executive's Office and may separately report on specific programs and services.

16. Does the county use [BSCC definitions](#) (average daily population, conviction, length of stay, recidivism, and/or treatment program completion rates) when collecting data? Use an “X” to check the yes or no box to the left of the list, as applicable.

Yes	No	
	X	Average daily population
	X	Conviction
	X	Length of stay
	X	Recidivism
	X	Treatment program completion rates

Data is collected in a manner that can support measurements as defined in multiple ways. While Los Angeles County definitions may not be identical to those established by BSCC, data collection efforts are intentionally flexible to support multiple definitions, including the BSCC’s.

17. What percentage of the Public Safety Realignment allocation is used for evidence-based programming (as defined locally)? Use an “X” to check the box to the left of the list.

	Less than 20%
	21% 40%
	41% 60%
	61% 80%
X	81% or higher

18. We would like to better understand your county's capacity to offer mental health, substance use disorder, behavioral health treatment programs, and/or other services? What type and level of services are now available?

The County provides a full range of mental health, substance abuse, and behavioral treatment services, as well as employment and housing support.

### Mental Health Treatment Services

The Department of Mental Health (DMH) continues to make available to AB 109 clients a full continuum of services and supports as they reintegrate into their communities. This includes the following:

- Screening, Assessment, Triage and Linkage by DMH staff co-located at the five Probation hubs. In an effort to meet the increasing need to expand availability of these services in certain geographic areas, starting in December 2019, DMH staff will co-locate with Probation at the South Bay Area Office.

- Linkage for clients referred from the Revocation Courts, Departments of Health Services (DHS) Care Transitions Unit, and the Probation Department.
- Outpatient Treatment Services provided by a network of DMH Legal Entity Providers.
- Residential Co-Occurring Disorder (COD) Services, in collaboration with the Department of Public Health, Substance Abuse Prevention and Control (DPHSAPC).
- Enriched Residential Services.
- Crisis Residential Services.
- State Hospital and Institution for Mental Disease (IMD) beds.

Discussions have started with DPH-SAPC to collaborate for additional DPH and DMH residential COD service sites. Aside from the locations in Acton, Pomona, and Hawthorne, a fourth collaborative is currently being explored. Services provided would include case management, medication support, crisis intervention, therapeutic groups and individual treatment.

Once AB 109 clients terminate community supervision, they have access to various levels of care through the DMH network of care and can be followed in the AB 109 program for up to a year.

### Substance Use Disorder Treatment Services

DPH-SAPC provides a full continuum of substance use disorder (SUD) treatment services through the Drug Medi-Cal, Organized Delivery System (DMC-ODS), and oversees the delivery of SUD treatment services for the AB 109 population. DMC-ODS affords the opportunity to leverage Federal Medi-Cal funding to sustain services to residents in Los Angeles County through a single-benefit package.

SUD treatment services for the criminal justice populations, inclusive of AB 109, are primarily funded through Drug Medi-Cal. However, secondary funding sources cover certain treatment costs or more expansive wraparound services, including Client Engagement Navigation Services (CENS) co-locations at selected Probation area offices and/or Superior Court locations, Recovery Bridge Housing services, room and board for residential services, and contribution towards the non-federal matching fund commitment.

SUD treatment services are developed and consistent with the American Society of Addiction Medicine (ASAM) criteria and medical necessity. The following types of SUD services are provided to residents of Los Angeles County:

- Outpatient Treatment – appropriate for patients who are stable with regard to acute intoxication/withdrawal potential, biomedical, and mental health conditions.

- Intensive Outpatient Treatment – appropriate for patients with minimal risk for acute intoxication/withdrawal potential, medical, and mental health conditions, but who need close monitoring and support several times a week in a clinic (nonresidential and non-inpatient) setting.
- Low Intensity Residential (Clinically Managed) – appropriate for individuals who need time and structure to practice and integrate their recovery and coping skills in a residential, supportive environment.
- High Intensity Residential, Population Specific (Clinically Managed) – appropriate for patients with functional limitations that are primarily cognitive, who require a slower pace to treatment, and who are unable to fully participate in the social and therapeutic environment.
- High Intensity Residential, Non-population Specific (Clinically Managed) – appropriate for patients who have specific functional limitations. Also, for patients who need a safe and stable living environment in order to develop and/or demonstrate sufficient recovery skills for avoiding immediate relapse or continued use of substances.
- Opioid Treatment Program – appropriate for patients with an opioid use disorder that require methadone or other medication-assisted treatment.
- Recovery Bridge Housing – appropriate for patients who are homeless or unstably housed and who are concurrently enrolled in an outpatient, intensive outpatient, opioid treatment program, or ambulatory withdrawal management levels of care.
- Recovery Support Services – appropriate for any patient who has completed SUD treatment.
- Ambulatory (Outpatient) Withdrawal Management – appropriate for patients with mild withdrawal who require either daily or less than daily supervision in an outpatient setting.
- Clinically Managed Residential Withdrawal Management – appropriate for patients with moderate withdrawal who need 24-hour support to complete withdrawal management and increase the likelihood of continuing treatment or recovery.
- Medically Monitored Inpatient Withdrawal Management – appropriate for patients with severe withdrawal that require 24-hour inpatient care and medical monitoring with nursing care and physician visits.
- Medically Managed Inpatient Withdrawal Management – appropriate for patients with severe withdrawal that require 24-hour nursing care and physician visits to modify withdrawal management regimen and manage medical instability.

## Custody–Based Reentry Services

### *START*

Substance Treatment and Re-entry Transition (START) is a collaborative jail-based program between the Department of Health Services – Integrated Correctional Health Services (DHS-ICHS) and the Los Angeles County Sheriff’s Department. The ICHS – Addiction Medicine Services (ICHS-AMS) program addresses the varied substance use needs of inmates housed within the Los Angeles County jail system.

The START program – built upon evidenced-based treatment models that are gender responsive and culturally competent for the criminal justice population – addresses substance use, trauma, criminal thinking, and low to moderate mental health treatment needs. SUD services include screening, brief intervention, education classes, assessment, treatment, case management, care coordination with correctional health and mental health, re-entry planning, and linkage to community-based services.

START treatment services began in February 2016. The target population is comprised of inmates that meet clinical criteria for SUD, are enrolled in the Education Based Incarceration (EBI) program and have a minimum of 45 days in custody.

The START program is offered to male and female inmates housed at four county detention facilities: Pitchess Detention Facility (PDC) for male inmates, Century Regional Detention Facility (CRDF) for female inmates, Twin Towers Correctional Facility (TTCF) for male inmates with co-occurring disorders, and Men’s Central Jail (MCJ) for gay and transgender male inmates.

AB 109 N3 (non-violent, non-serious, non-sex offending) inmates, i.e., the AB 109 population with a straight jail sentence, and AB 109 Revocation Court clients, are eligible to be treated under START.

The START program has four objectives:

- Provide SUD treatment that is evidenced-based, integrated, effective, high quality, measurable, and outcome driven;
- Offer effective re-entry planning to ensure inmates are provided with the behavioral, social, and medical supports needed to sustain recovery;
- Improve quality of life and improve overall health outcomes for the incarcerated population; and
- Reduce crime and recidivism.

### *Medication Assisted Treatment*

In addition to providing SUD treatment under the START program, Los Angeles County also provides Medication Assisted Treatment (MAT) to treat inmates with Opioid Use Disorder (OUD) and promote positive outcomes for them. Using MAT in SUD treatment has shown to improve patient survival, increase retention in treatment, decrease illicit opiate use and other criminal activity among people with SUD, increase patients' ability to gain and maintain employment, and improve birth outcomes among women who have SUDs and are pregnant [Substance Abuse and Mental Health Services Administration (SAMHSA), 2015].

Two MAT medications offered within the Los Angeles County jail system are Naltrexone and Buprenorphine (i.e., Suboxone); Naltrexone is available to all inmates and buprenorphine is available to all pregnant women (MAT medications given prior to incustody release).

DHS-ICHS is currently making efforts to further expand MAT services for OUD in the Los Angeles County jail system by creating an infrastructure to provide Buprenorphine to more inmates beyond pregnant women and offer Methadone as an additional MAT to inmates.

### *Educational Services*

The Sheriff's Department Inmate Services Bureau provides a variety of essential educational services, including traditional academic courses that satisfy high school and college degree requirements; life skills classes that teach social-learning to reinforce attitude and behaviors changes (e.g. anger management, parenting, domestic violence); and career technical/vocational training to improve employment readiness (including but not limited to construction, culinary, computer tech, recycling, and pet grooming).

Special programs are also offered that combine multiple service types to provide unique experiences and training platforms, such as Maximizing Effort Reaching Individual Transformation (MERIT), Back on Track, Fire Camp, and the Gender Responsive Rehabilitative programs.

### Alternative to Custody Program

The Sheriff's Department and DPH-SAPC have partnered to implement the Alternative to Custody Substance Treatment and Re-entry Transition (ATC-START) program. Launched in June 2015, the START-Community program provides community-based, supervised, non-custodial residential treatment services to non-violent, non-serious, and non-sexual (N3) female and male inmates (clients) who have a minimum of ninety (90) days left on their sentence and who volunteer to participate in a substance use disorder (SUD) treatment program, while they serve out the remainder of their sentence in a residential treatment facility.



All clients participating in the START-Community Program remain under the supervision of the Sheriff's Department using a Global Positioning System (GPS) electronic monitoring device worn for the duration of the client's ninety (90) day residential treatment. Upon completion of their jail sentence, participants have an option of continuing with additional treatment services, if deemed medically necessary. Continued participation would be voluntary.

Once a client has been identified as a suitable candidate for the START-Community Program, the co-located DPH-SAPC contracted Client Engagement Navigation Services (CENS) administers the American Society of Addiction Medicine (ASAM) Triage Tool (ATT) to determine whether the client would likely meet medical necessity for specialty SUD services.

If treatment is necessary, CENS will refer the client to a DPH-SAPC contracted treatment provider. START Community residential services are available to Medi-Cal eligible and/or enrolled, criminal justice involved individuals, who meet the criteria for the AB 109 program. Services not reimbursed by Drug Medi-Cal (e.g., room and board) are reimbursed through AB 109.

New referrals to the ATC-START-COMMUNITY program are currently on hold pending full execution of a new Memorandum of Agreement (MOA).

### Care Coordination for Medically High-Risk Probationers

A Registered Nurse and Clinical Social Worker from DHS provide care coordination for AB 109 probationers with complex acute or chronic medical conditions. Co-located with the Probation Department, they offer pre-release planning for AB 109 probationers while they are still in CDCR custody as well as in the community post-release.

Probationers identified as medically high-risk are assessed for their need for linkage to medical services or referral to specialized residential settings such as board and care homes or skilled nursing facilities. Post-release, clients are followed in the community to ensure that their medical needs are met, and to assist with care coordination for any new medical issues that arise while on probation supervision. Frequent coordination with Probation, hospitals, and other service providers occurs to ensure that both social service and medical needs are being met.

### Housing, Employment, and Navigation/Coordination Services

The Probation Department continues to provide housing, employment, and navigation/coordination services through a contracted provider. Housing, employment, and system navigation services are offered to persons under active Post Release Community Supervision (PRCS), under active split sentence supervision, straight sentenced offenders under PC 1170(h), and persons terminated from PRCS and/or split sentence supervision.

Generally, housing services are available for up to 365 days and includes the following types of housing services: transitional, sober living, emergency shelter housing, and medical housing (when available). In addition, housing services include case planning and management to transition the client to permanent housing.

Employment services include the following components: employment eligibility support; case management; job readiness workshops; job placement; job retention; and aftercare services.

The system navigation services assist clients by providing links to public social services benefit programs and assisting with eligibility support documents.

#### 19. What challenges does your county face in meeting these program and service needs?

Some of the challenges to meeting program and service needs are:

- Placement of specified clients into treatment: Treatment systems continue to experience challenges with meeting the treatment and long-term care needs for certain supervised persons. This includes individuals who have chronic and serious medical issues, who are registered sex offenders, who have arson convictions, who have severe mental health issues, and/or who are high-risk individuals.

In addition, residential substance abuse services for supervised individuals continues to remain an ongoing area of need.

- Managing Client Risk: A related on-going challenge is that of managing clinical risk and risk for violence. AB 109 clients may have prior criminal offenses which would classify them at higher risk for potential violence than the current offense for which they were recently incarcerated. Additionally, AB 109 clients have committed violent offenses while being supervised in the community post release. As a result, the higher-than-expected risk level of AB 109 clients presents a challenge for staff who are tasked with providing treatment services to these clients. DMH provides on-going consultation and offers a number of tailored trainings to increase the ability of the legal entity providers to manage the risk.
- Sharing of information: Given applicable confidentiality protections (such as HIPPA and CORI), there are limitations as to what can be shared among multiple agencies serving a client. This can create challenges in meeting the multilayered needs of high-risk, high need populations. For example, in order to complete a comprehensive assessment, DMH clinical staff need access to the client's criminal background information. This is particularly critical in order to make a violence risk assessment and to develop an effective treatment plan for the client.

- Staffing and office space needs: Identifying sufficient office space is a challenge for many Departments. For example, given that Probation Department staff and DMH clinicians are needed to co-locate in both HUBs and area offices countywide, office space that is HIPAA-compliant is an ongoing challenge. The Probation Department and DMH continue to collaborate to find new and innovative ways to meet these needs.
- Jail overcrowding: The Los Angeles County jail system continues to be impacted by severe overcrowding, partially due to the nearly 4,000 AB 109 inmates in custody. These crowding levels necessitate the use of a percentage release system wherein inmates sentenced to traditional county jail time serve only a fraction of their sentences. The combination of insufficient AB 109 funding to maintain the jail beds for the current population, crowding levels, and short custody stays for the traditional County-sentenced population hampers the ability to provide much needed programming.

The County is further limited by a lack of appropriate space to meet the instructional, clinical, and counseling needs for the inmate population and ICHS staff.

For example, the capacity of the in-custody START program is up to 400 inmates on any given day, though the need for SUD treatment in the Los Angeles County jail system is significantly higher. Lack of available space presents a challenge in meeting this need.

- Housing services for medically fragile population: There remain several challenges related to securing housing services for the medically fragile population. Although the housing provider contract includes medical housing (board & care, recuperative care, and skill nursing facilities), it has proven difficult to find facilities that would accept clients due to their condition or due to the clients not satisfying the facilities' criteria for acceptance.

The number of clients requiring these services is only a few; however, the housing issues that arise in these cases require significant resources to ensure that medically fragile clients have their needs met. The Probation Department will continue to work with its County partners to identify and implement a solution to this issue.

## 20. What programmatic changes and/or course corrections have you made in the implementation of Public Safety Realignment that you believe other counties would find helpful?

Public Safety Realignment implementation in Los Angeles County is continually evolving. Some of the programmatic changes that have been made since implementation have included the following:

- Information from CDCR

In order to improve the quality of information available to complete comprehensive assessments and to fully evaluate treatment needs, DMH has dedicated greater resources to more proactively seek out available mental health information from the California

Department of Corrections and Rehabilitation (CDCR). The increased focus on this source of information has yielded valuable information which improves the quality of care.

- Co-Occurring Disorders Services

Given the ever-growing need for residential Co-Occurring Disorders (COD) services, DMH and DPH-SAPC continue to partner to provide COD services in residential settings. There are currently three such partnership locations, and a fourth site is planned to be operational by early 2020.

- Mental Health Trainings

In order to improve clinical risk management and on-going client care, the County has offered ongoing, specialized, evidence-based forensic trainings to mental health treatment providers geared towards increasing the clinical staffs' expertise on various topics. These trainings include the following:

Risk Assessment For Violence; Law and Ethics: Forensic Focus; The Invisible Wound: Promoting Healing Via Trauma Informed Care Consciousness – Forensic Focus; Safety and Crisis Prevention/Interventions When Working with Forensic/Justice Involved Consumers; Antisocial Personality Disorders- Forensic Focus; Forensic Dialectical Behavior Therapy (DBT); Assessment and Treatment of Impulse-Control Disorders in Forensic Settings; Problem-Solving Therapy in Forensic Settings; A Strength-Based Approach for Treatment of Forensic Consumers; Safety & Crisis Prevention; and Working with the ForensicallyInvolved, Mandated Consumer; Diagnosis, Treatment & Risk Management of Antisocial Personality Disorders and Psychopathy – Forensic Focus.

- Medi-Cal Outreach to Inmates

The Sheriff's Department is in the process of finalizing a Memorandum of Understanding (MOU) with the Department of Public Social Services (DPSS) and DHS to facilitate efforts in providing Medi-Cal outreach and enrollment services to inmates who are being released from County-managed jails.

- Deployment of Naloxone Spray at Custody Facilities

The Sheriff's Department has implemented procedures for the deployment of Naloxone Nasal Spray at Custody Services Division facilities and station jails. The purpose of the deployment is to equip Department personnel with the ability to assist with the medical emergency of an opioid (i.e. Heroin, Fentanyl, Hydrocodone, Oxycodone, etc.) overdose.

Sheriff's Department personnel are required to be properly trained in the use of Narcan Nasal Spray prior to administering it in the course and scope of their duties. Employee training on the administration of the nasal spray is conducted by personnel authorized by the Department's Custody Training and Standards Bureau (CTSB). Training on the administration of Narcan is given to lieutenants, sergeants, deputies, and custody assistants.

- Probation Department Implementation of a Strategic Plan

The Probation Department's AB 109 program has adopted a Strategic Plan to focus its efforts over the next two years. This plan has two strategic areas: (1) Increase Operational Effectiveness of Probation's AB 109 Program and (2) Enhance Services for Supervised Persons.

The implementation of this plan will involve several projects including, but not limited to, the following: (1) Improving caseload management to make workloads more equitable and manageable; (2) Streamlining and clarifying policies; (3) Developing and implementing a robust quality assurance/continuous quality improvement (QA/CQI) process; and (4) Expanding contracted services provided to clients.

- Strengthening of the EBP (Evidence-Based Practice) Supervision Model

The Probation Department continues to make focused and specific efforts to adhere to the National Institute of Corrections (NIC) (<https://nicic.gov/>), Eight Principles of Effective Interventions. According to NIC's research, maintaining interventions and supervision practices consistent with these principles will reduce recidivism.

The Eight NIC Principles of Effective Intervention is available online at: (<https://s3.amazonaws.com/static.nicic.gov/Library/019342.pdf>).

Cognitive Behavioral Intervention (CBI) – NIC Principle #4:

The Probation Department continues to focus on the implementation of Cognitive Behavioral Intervention (CBI) to skill train clients with directed practice. Specifically, with the use of the selected CBI curriculum, supervision Deputy Probation Officers (DPOs) teach, practice, and role-play skills with clients.

#### Positive Reinforcements - NIC Principle #5:

The Department continues its implementation of an incentive program to increase desirable behaviors, such as maintaining sobriety or completing a vocational program. The incentive earned depends on the type of good behavior displayed and is awarded proportionally to that behavior. The incentives available range from verbal recognition and purchased promotional materials to bus passes and gift cards.

#### Measure Relevant Processes/Practices – NIC Principle #7:

The Los Angeles County Probation understands the importance of program evaluation and welcomes external evaluations to be conducted. Probation is in collaboration with the Office of the CIO (OCIO) to evaluate the County's Public Safety Realignment Program and to assess its impact on AB 109 outcomes, recidivism, and criminal justice trends. Based on the original proposal by the OCIO, the primary areas will include the following:

Process evaluation: Examine and measure the operational status and effectiveness of the County's AB 109 program.

Impact evaluation: A recidivism study amongst individuals subject to community supervision and/or local custody pursuant to AB 109.

Improvement plan: Develop a plan based on the results and findings of the process and impact evaluations.

- Co-location of Deputy Probation Officers (DPOs) with law enforcement

The Probation Department's DPOs continue to be co-located with local law enforcement agencies to conduct compliance checks on Post-Release Supervised Persons (PSPs) to hold offenders accountable and provide support to local law enforcement.

- Leveraging Medi-Cal as the primary funding source for SUD treatment services

On July 1, 2017, DPH-SAPC launched the County's Drug Medi-Cal Organized Delivery System (DMC-ODS). This provides a significant infusion of state and federal funding enabling DPH-SAPC to transform into a managed care health plan for specialty SUD services.

The DMC-ODS supports a fuller continuum of SUD services for individuals who are eligible for Medi-Cal and My Health LA, or who are participating in another funded or mandated program.

Effective July 1, 2019, DPH-SAPC added additional withdrawal management (WM) levels of care, specifically Medically Monitored Inpatient WM (3.7-WM), and Medically Managed Inpatient WM (4-WM) as a reimbursable service. Before July 1, 2019, these services were primarily reimbursed through non-Drug Medi-Cal funding sources which limited the number of residential detoxification beds available in the system.

- In-Custody to Community Referral Program (ICRP)

The In-Custody to Community Referral Program (ICRP) was established in December 2018 to enable in-custody clients to transition directly into treatment upon their release. It is a partnership among the DHS-ICHS Whole Person Care (at Twin Towers County Jail and Pitches Detention Center), DPH-SAPC, and selected SUD contracted network providers.

ICRP also is a screening and referral to treatment process designed to link individuals transitioning from in-custody to SUD treatment upon their release. ICRP SUD counselors collaborate with treatment providers to coordinate the reintegration of inmates and ensures a warm handoff to the appropriate level of care and supporting services. A pre-screening intake is conducted to identify each clients' specific needs (such a co-occurring disorder) and helps refer them to appropriate SUD treatment services.

- Co-location of Client Engagement and Navigation Services (CENS)

The Client Engagement and Navigation Services (CENS) navigators offer face-to-face screenings, referral linkages, and navigation services to individuals who need more hands-on assistance to maximize treatment admission and retention and enhance the likelihood of positives outcomes.

The following table reflects the added CENS co-locations during FY 2018-19:

SD	SPA	CENS Provider	Co-Location	Start Date
4	8	Behavioral Health Services	Long Beach Superior Courthouse	7/1/18
2	6	Special Services for Groups HOPICS	Firestone Probation Area Office	2/26/19
2	6	Special Services for Groups HOPICS	Centinela Probation Area Office	2/25/19

The following table reflects the added CENS co-locations during FY 2019-20:

SD	SPA	CENS Provider	Co-Location	Start Date
3	5	Didi Hirsch Community Mental Health Center	West Los Angeles Probation Area Office	7/15/19
3	2	San Fernando Valley Community Health Center	Santa Clarita Courthouse	8/13/19
1	3	Prototypes/Health Right 360	Alhambra Courthouse	8/14/19
1	7	California Hispanic Commission on Alcohol and Drug Abuse, Inc.	East Los Angeles Probation Area Office	10/16/19

- AB 109 Adult At-Risk Program

On July 1, 2019, DPH-SAPC, in collaboration with the Probation Department, launched the Adult At-Risk early intervention educational pilot Program. The program is designed to motivate AB 109 probationers who screen negative for SUD to participate in educational workshops that promote awareness of addiction as a disease; increase harm reduction awareness such as overdose prevention, reduce negative consequences of SUD; support community re-entry; reduce recidivism; and improve health outcomes.

- Recovery Bridge Housing (RBH)

Recovery Bridge Housing (RBH) is defined as a type of abstinence-focused, peer-supported housing that provides a safe interim living environment for patients who are homeless or unstably housed. Patients in RBH must be concurrently in treatment, particularly in the outpatient, intensive outpatient, Opioid Treatment Program, or Outpatient (aka: Ambulatory) Withdrawal Management settings.

Research shows that SUD treatment outcomes are better for individuals experiencing homelessness when they are stably housed. Clients/patients with SUDs need access to safe, stable, and supportive living environments to help them initiate and sustain their recovery and reduce the risk of relapse.

So far, during FY 2019-20, DPH-SAPC increased RBH capacity and availability from 929 to 959. The expansion of RBH provides criminal justice involved individuals who are homeless with SUD treatment and housing.



- Services for Homeless

Los Angeles County has invested significantly in expanding services to the homeless population through County voter-approved Measure H and also in serving those exiting County jails through Whole Person Care, a new initiative to ensure that high-risk populations, including the reentry population, receive the resources and support they need to thrive through an integrated system of health, public health, and mental health care tied to social and other services.

21. Describe a local best practice or promising program that has produced positive results. If data exists to support the results, please share.

- Assertive Community Treatment (ACT)

In the Assertive Community Treatment (ACT) program, a robust team-like structure is utilized providing members with FSP-like, wrap-around services. At first engagement, staff meet clients wherever they are – e.g., in homeless encampments, skid row, or freeway underpasses. Each client is presented with a “Welcoming Day” where they meet with various members of their team, complete a biopsychosocial assessment, nursing screening, and consultation with a prescriber for psychotropic medications. Clients are given a tour of the office and provided a calendar of weekly groups that are available. They are orientated to computers, bathroom facilities, and snacks if they are hungry. After the initial “Welcoming Day” clients are typically engaged in the field for the duration of their treatment and services.

Some highlights shared by clients include an appreciation for the groups they are encouraged to attend which include, Substance Abuse Group (COEG – Cooccurring Education Group), and Healthy Relationships and Anger Management group. Both these groups not only provide valuable life skills, but also allow the provider to sign needed proof of attendance cards court. Weekly outings are events that clients particularly enjoy. These vary and include trips to the pier in Long Beach to go fishing, bowling, and going to an array of museums in Los Angeles.

- Alternative Crisis Services (ACS)

The AB 109 Alternative Crisis Services (ACS) residential program has served to assist the Post-Release population with re-entry services in several ways. One of the most important roles of the ACS is to stabilize clients on medication regimens, establish rapport and trust in their treatment provider. AB 109 clients receive individual therapy to address life stage issues, as well as issues related to trauma. They participate in intensive mental health services daily, with a focus on their CoOccurring Disorder, as well as their hopes and goals

as they transition back into the community. They are required to attend self-help groups 5 hours per day.

Each AB 109 ACS client is assigned an AB 109 Case Manager who establishes a Client Treatment Plan designed to meet their unique needs. The ACS program also identifies physical health needs and connects those clients to healthcare resources in the community.

For clients who have a long history of struggling with substance abuse issues, after completing up to 90 days at the AB 109 ACS Program, they may be referred to a residential COD treatment program for additional maintenance and support with their sobriety. The combination of completing the ACS AB 109 Program and Residential COD Program provides clients with up to six months of structured treatment providing them a fighting chance to stay sober, complete their AB 109 community supervision successfully and have renewed hope for the future.

- Whole Person Care Re-entry Program

Sheriff's Department personnel from the Population Management Bureau collaborate with DHS personnel on the Whole Person Care (WPC) Re-entry program.

Los Angeles County was awarded a WPC grant of approximately \$450 million over 5 years as part of the State's Medi-Cal 2020 Demonstration. WPC aims to provide comprehensive and coordinated services to the sickest and most vulnerable County residents through 11 programs for high-risk individuals in five target populations – those experiencing: 1) homelessness; 2) justice involvement; 3) serious mental illness; 4) severe and/or persistent substance use disorder; 5) or medical issues.

The WPC Re-entry program provides services to the high-risk justice-involved population, with an emphasis on individuals in the LA County jail system. The program aims to enroll 1,000 LA County jail inmates per month who are eligible for Medi-Cal, are high utilizers of health or behavioral health services, and are at high risk due to chronic medical conditions, mental illness, substance use disorders, homelessness, or pregnancy. An additional 250 individuals per month returning from prison or recently released from custody will be enrolled from the community, referred by Probation, CDCR, and community-based reentry services agencies.

- START program for Revocation Court clients

The Substance Treatment and Re-entry Transition (START) jail-based program became available to Revocation Court clients in late 2018. From October 2018 through September 2019, 224 AB 109 Revocation Court clients were referred to the START program.

- Increase Access to SUD Treatment

DPH-SAPC continues to increase access and minimize the time between the initial verification of eligibility, clinical need determination, referral, and the first clinical encounter. Ultimately, DPH-SAPC promotes a no "wrong door" to enter the specialty SUD system with three (3) main entry points:

1. Direct-to-Provider Self-Referrals: Any individual seeking specialty SUD services in Los Angeles County can go directly to or contact a SUD treatment agency to initiate services. Clients can find these agencies using the Service and Bed Availability Tool (SBAT), a publicly accessible, web-based service to search for various SUD treatment services offered by DPH-SAPC contracted SUD treatment providers (Link can be accessed at: <http://sapccis.ph.lacounty.gov/sbat/>). The SBAT includes filters to search available substance use services throughout Los Angeles County, by Service Planning Area, types of services offered, target populations, and client specific services offered (i.e., language, gender-specific, criminal justice, and family oriented).
2. Substance Abuse Service Helpline (SASH) – A 24 hours a day, seven (7) days a week, and 365 days a year access line (Phone Number: 1-844-804-7500) that clients can call to initiate a self-referral for treatment. SASH will conduct the following services for clients:
  - Conduct the ASAM triage screening tool.
  - Inquire about DMC eligibility status.
  - Based on screening results, recommend client to the agency that provides the appropriate level of care.
3. A final entry way includes the connection to CENS – previously discussed in this document.

- START – Community Program

An additional best practice includes the START – Community program (referenced in answer to Question #18 under Alternative to Custody Program).

As discussed, the START – Community program places sentenced inmates into community SUD treatment beds as an alternative to custody.

22. Describe how the BSCC can assist your county in meeting its Public Safety Realignment goals through training and/or technical assistance?

The following are ways in which BSCC can assist this County in meeting its Public Safety Realignment goals:

- The County continues to experience the release of clients with criminogenic histories in addition to mental health needs. The acquisition of prior forensic information continues to not be easily accessible even with the appropriate releases in place in advance.

The BSCC can assist by: Streamlining a universal process whereby all counties can easily acquire and share records from the California Department of Corrections and Rehabilitation (CDCR) for continuity of care; provide technical assistance such as accurately identifying clients (i.e. name, DOB, social security number, etc.), which is often times inconsistent or incorrect; and assisting with legislative changes and other strategies and policies that allow information sharing between health, law enforcement, and other County Departments.

- The BSCC can consider an evaluation of custody programs and their effectiveness in reducing recidivism.
- The BSCC can assist this County by providing training and technical assistance on the following: Legal updates related to public safety realignment; research related to risk assessments, violence reduction, and evidence-based practices; and best practices related to the use of technology to manage information.
- In addition, the BSCC can provide information on opportunities for treatment providers to receive training in practices aimed at establishing collaborative and effective interventions aimed at reducing recidivism, addressing trauma, increase self-sufficiency, and other barriers to successful reintegration for populations involved in the criminal justice system.

**NOTE:** *The information contained in this report will be made public by the BSCC in the annual report to the Governor's Office and the Legislature on the implementation of Community Corrections Partnership plans in print and on the BSCC website.*

23. Provide the contact information for the individual completing this survey in the spaces provided to the right of the list.

Name	Mark Delgado
Organization	Countywide Criminal Justice Coordination Committee (CCJCC)
Address	500 West Temple Street
Address 2	Room 520
City/Town	Los Angeles
ZIP Code	90012
Email Address	<a href="mailto:mdelgado@ccjcc.lacounty.gov">mdelgado@ccjcc.lacounty.gov</a>
Phone Number	(213) 974-8399

24. Identify the individual who may be contacted for follow up questions. Use an "X" to check the box to the left of the list.

X	Same as above
	Other (If "Other" provide contact information below)

Name	
Organization	
Address	
Address 2	
City/Town	
ZIP Code	
Email Address	
Phone Number	

**ATTENTION: This is only Part A of the Survey. Please complete Part B in Microsoft Excel which consists of two (2) budgetary sections**

**SUBMITTAL INSTRUCTIONS:**

**In a single email, please attach both the completed Part A (Word) and completed Part B (Excel) documents, including any optional photos and/or quotes, and email to:**

**Helene Zentner, Field Representative**

**Board of State and Community Corrections**

**916-323-8631 or [Helene.Zentner@bscc.ca.gov](mailto:Helene.Zentner@bscc.ca.gov)**

**FY 2019-20 Community Corrections Partnership  
Survey PART B**

**SECTION 4: FY 2018-19 Public Safety Realignment Funding Allocation**

**Section 4 contains questions related to the allocation of FY 2018-19 Public Safety Realignment dollars. There are three (3) questions in this section.**

**When answering these questions, consider the funds allocated in FY 2018-19 and include any monies from 2017-18 growth funds and 2018-19 programmatic funding.**

[To view your response provided in the 2018-2019 Survey, click here.](#)

Responses are captured in the Individual County Profile section of the "2011 Public Safety Realignment Act: Seventh Annual Report on the Implementation of Community Corrections Partnership Plans."

County Name: Los Angeles

25. Of the total funds received in FY 2018-19, how did the CCP budget the allocation? Input the total allocation in the cell above the table. Within the table, identify where funds were **allocated to**, and include if you are using any carry-over funds (monies from previous annual CCP allocations) and/or if you are putting any funds into a reserve fund (i.e., funds specifically set aside to be used when budget is disrupted or decreased so operations can continue). Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table).

Differences will automatically display in **red**. **Please correct any cells displaying red prior to submitting.**

**Example:**

Total Allocation:		\$ 40,000,000
Where funds were allocated to:	Amount	
Probation Department	\$	8,000,000
Mental Health Agency	\$	8,000,000
Sheriff Department	\$	4,000,000
ABC Police Department	\$	4,000,000
Other (Social Services, Health Services, etc.) Please specify by agency	\$	12,000,000
Carry-over Funds	\$	2,000,000
Reserve Funds	\$	2,000,000

Total sums to: \$  
40,000,000

Please spell out all names, Difference from no acronyms. Stated

Allocation: \$ -

Total Allocation: \$  
433,477,000

Where funds were allocated to:	Amount
Auditor-Controller	\$ 2 67,000
Board of Supervisors - Countywide Criminal Justice Coordination Com	\$ 264,000
Board of Supervisors - Information Systems Advisory Body	\$ 2 ,054,000
Chief Executive Office	\$ 3 00,000
District Attorney	\$ 7 ,323,000
Office of Diversion and Reentry	\$ 2 1,834,000
Fire District	\$ 5 ,045,000
Health Services	\$ 2 0,097,000
Mental Health	\$ 2 2,522,000
Probation	\$ 1 19,064,000
Public Defender	\$ 5 ,063,000
Public Health	\$ 1 2,826,000
Sheriff	\$ 2 15,566,000
Alternate Public Defender	\$ 1 ,203,000
Trial Courts - Conflict Panel	\$ 4 9,000

(Total sums to) \$  
**433,477,000**

Please spell out all names, Difference from no acronyms. Stated  
Allocation: \$ -

26. Of the total funds received in FY 2018-19, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in **red**. **Please correct any cells displaying red prior to submitting.**

Example:

Total Allocation to public	\$ 14,000,000	agencies:Total Allocation to non-public agencies:	\$ 15,000,000
Where funds were allocated to (public agencies):	Amount	Where funds were allocated to (non-public agencies):	Amount
ABC Drug Court	\$ 5 ,000,000	Community-based Organizations	\$ 5 ,000,000
ABC Diversion Program	\$ 2 ,800,000	Faith-Based Organizations	\$ 2 ,000,000
GPS/Electronic Monitoring	\$ 4 ,000,000	Non-Profits	\$ 4 ,000,000
In-custody services	\$ 2 ,200,000	Treatment Programs	\$ 2,000,000
Other (please specify)		Other (please specify)	\$ 2 ,000,000





In FY 2018-19, \$555,000 was budgeted to the Board of Supervisors - Information Systems Advisory Body for Countywide Master Data Management.

## SECTION 5: FY 2019-20 Public Safety Realignment Funding Allocation

Section 5 asks two (2) questions related to the allocation of **FY 2019-20 Public Safety Realignment funding**.

When answering these questions consider the total funds allocated in **FY 2019-20** and include any monies from 2018-19 growth funds and 2019-20 programmatic funding.

28. Of the total funds received in FY 2019-20, how did the CCP budget the allocation? Input the total allocation in the cell above the table. Within the table, identify where funds were allocated to, and include if you are using any carry-over funds (monies from previous annual CCP allocations) and/or if you are putting any funds into a reserve fund (i.e., funds specifically set aside to be used when budget is disrupted or decreased so operations can continue). Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table).

Differences will automatically display in red. Please correct any cells displaying red prior to submitting.

Example:

Total Allocation:	\$ 40,000,000
Where funds were allocated to:	Amount
Probation Department	\$ 8,000,000
Mental Health Agency	\$ 8,000,000
Sheriff Department	\$ 4,000,000
ABC Police Department	\$ 4,000,000
Other (Social Services, Health Services, etc.) Please specify by agency	\$ 12,000,000
Carry-over Funds	\$ 2,000,000
Reserve Funds	\$ 2,000,000

(Total sums to) \$  
40,000,000

Please spell out all names, Difference from no acronyms. Stated

Allocation: \$ -

Total Allocation:	\$ 448,871,000
Where funds were allocated to:	Amount
Alternate Public Defender	\$ 1,250,000
Auditor-Controller	\$ 2,730,000
Board of Supervisors	\$ 2,525,000
Chief Executive Office	\$ 3,000,000
District Attorney	\$ 7,770,000
Office of Diversion & Re-Entry	\$ 2,234,000
Fire Department	\$ 5,045,000
Health Services	\$ 2,952,000
Local Innovation Fund	\$ 1,080,000

Mental Health Department	\$ 1 7,279,000
Probation	\$ 1 24,812,000
Public Defender	\$ 5,558,000
Public Health Department	\$ 1 2,879,000
Sheriff	\$ 2 20,380,000
Trial Court Operations - Conflict Panel	\$ 4 9,000
Contingency Reserve	\$ 4,385,000

Please spell out all names, Difference from no acronyms. Stated

29. If known: of the total funds received in FY 2019-20, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red. **Please correct any cells displaying red prior to submitting.**

[illegible]

Please spell out all names, Difference from Please spell out all names, Difference from no acronyms. Stated Allocation: \$ - no acronyms.

Total Allocation to public agencies: \$ 448,871,000		Total Allocation to non-public agencies: \$ 1,250,000	
Where funds were allocated to (public agencies):	Amount	Where funds were allocated to (non-public agencies):	Amount
Alternate Public Defender	\$ 1,250,000		

Auditor-Controller	\$ 2 73,000		
Board of Supervisors - Countywide Criminal Justice Coordination	\$ 275,000		
Board of Supervisors - Information Systems Advisory Body	\$ 2 ,250,000		
Chief Executive Office	\$ 3 00,000		
District Attorney	\$ 7 ,770,000		
Office of Diversion & Re-Entry	\$ 22,334,000		
Fire Department	\$ 5,045,000		
Health Services - Administration	\$ 544,000		
Health Services - Hospitals	\$ 12,029,000		
Health Services - Integrated Correctional Health Services	\$ 10,379,000		
Local Innovation Fund	\$ 1,080,000		
Mental Health Department	\$ 17,279,000		
Probation	\$ 124,812,000		
Public Defender	\$ 5,558,000		
Public Health Department	\$ 12,879,000		
Sheriff	\$ 220,380,000		
Trial Court Operations - Conflict Panel	\$ 49,000		
Contingency Reserve	\$ 4,385,000		

(Total sums to) \$ 448,871,000

(Total sums to) \$ -

Please spell out all names, Difference from Please spell out all names, Difference from no acronyms. Stated Allocation: \$

- no acronyms.

Stated Allocation: \$ -

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***NOTE: The information contained in this report will be made public by the BSCC in the annual report to the Governor's Office and the Legislature on the implementation of Community Corrections Partnership plans in print and on the BSCC website.***

**ATTENTION: This is only Part B of the Survey. Please complete Part A in Microsoft Word which consists of three (3) narrative sections.**

**SUBMITTAL INSTRUCTIONS:**

In a single email, please attach both the completed Part A (Word) and completed Part B (Excel) documents, including any optional photos and/or quotes, and email to:

Helene Zentner, Field Representative  
Board of State and Community

Corrections 916-323-8631 or [Helene.Zentner@bscc.ca.gov](mailto:Helene.Zentner@bscc.ca.gov) Thank you.

#### **Section 4: FY 2018-19 Public Safety Realignment Funding Allocation**

26. If known: of the total funds received in FY 2018-19, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red.

<b>Total allocation to public agencies:</b>	<b>\$433,477,000</b>
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<b>Total allocation to non-public agencies:</b>	<b>\$0</b>
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#### **Specific breakdown of allocation to public agencies:**

<b>Auditor-Controller:</b>	<b>\$267,000</b>	
1) Claims Processing		\$267,000

<b>BOS - Countywide</b>	<b>\$264,000</b>	
1) Public Safety Realignment Team		\$264,000

<b>BOS - Information Systems Advisory Body:</b>	<b>\$2,054,000</b>
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1) Justice Automatic Information Management Statistics		\$1,499,000	
		\$555,000	
2) Countywide Master Data Management			
<b>Chief Executive Office:</b>			
1) AB 109 Program Oversight	<b>\$300,000</b>	\$300,000	
<b>District Attorney:</b>			
1) Restitution Enhancement Program	<b>\$7,323,000</b>	\$663,000	
2) Prosecution		\$4,974,000	
3) Special Enforcement Team		\$1,686,000	
<b>Office of Diversion &amp; Re-Entry:</b>			
1) Community-based Treatment and Housing Programs	<b>\$21,834,000</b>	\$20,933,000	
2) Youth Development and Diversion		\$901,000	
<b>Fire Department:</b>			
1) Fire Camp Training 2) Fire Camp Operations	<b>\$5,045,000</b>	\$537,000	
		\$4,508,000	
<b>Alternate Public Defender's Office:</b>			
1) Legal Representation	<b>\$1,203,000</b>	\$1,203,000	
<b>Health Services Department:</b>	<b>\$20,097,000</b>		
1) Inmate Medical Services at LAC+USC		\$11,794,000	
2) PRCS Medical Care Coordination		\$521,000	
3) Community Health Worker Program		\$10,000	
4) Jail In-Custody		\$5,870,000	
5) Interim Housing Capital Funding Pool		\$1,902,000	
<b>Mental Health Department:</b>	<b>\$22,522,000</b>		
1) Direct Services		\$10,016,000	
2) Services		\$24,265,000	
a) State Hospital			\$3,825,000
b) IMD Contracts			\$3,581,000
c) General Contract Services			\$15,207,000

d) Medications		\$1,652,000
3) Other Revenue	(\$11,759,000)	
<b>Probation Department:</b>	<b>\$119,064,000</b>	
1) Community Supervision of PSPs and N3s		\$79,829,000
a) Direct Supervision		\$59,557,000
b) HUB/Custody Liaison		\$8,513,000
c) Pre-Release Center		\$5,775,000
d) Local Law Enforcement Partnership		\$5,984,000
2) CBO Services and Fixed Assets		\$13,200,000
3) Proposition 63		\$19,605,000
4) Mental Health Services		\$6,430,000
<b>Public Defender's Office:</b>	<b>\$5,063,000</b>	
1) Legal Representation		\$3,388,000
2) Mental Health Unit		\$1,675,000
<b>Public Health Department:</b>	<b>\$12,826,000</b>	
1) Community-Based Services:		\$9,756,000
a) Community Assessment Services Center		\$3,800,000
b) Treatment Activity		\$5,956,000
2) Administrative Oversight		\$3,070,000
<b>Sheriff's Department:</b>	<b>\$215,566,000</b>	
1) Custody Operations		\$172,821,000
2) In-Custody Programs		\$7,963,000
3) Valdivia		\$1,564,000
4) Parole Compliance Unit		\$12,679,000
5) Fire Camps		\$813,000
6) Mental Health Evaluation Teams		\$10,238,000
7) Homeless Outreach Service Teams		\$2,200,000

8) Ballistic Vests

\$7,288,000

**Trial Court Operations - Conflict Panel:**

**\$49,000**

**Section 5: FY 2019-20 Public Safety Realignment Funding Allocation**

29. If known: of the total funds received in FY 2018-19, how much did the CCP allocate to public agencies for programs and services? How much did the CCP allocate to non-public agencies for programs and services? Input the total allocations in the cells above each table. Within the tables, identify where funds were allocated to. Please correct the information provided if there is a difference showing between the stated total allocation and the calculated amount (directly below the table). Differences will automatically display in red.

**Total allocation to public agencies:**

**\$448,871,000**

**Total allocation to non-public agencies:**

**\$0**

**Specific breakdown of allocation to public agencies:**

**Alternate Public Defender's Office:**

**\$1,250,000**

1) Legal Representation

\$1,250,000

**Auditor-Controller:**

**\$273,000**

1) Claims Processing

\$273,000



<b>BOS - Countywide Criminal Justice Coordination Committee:</b>	<b>\$275,000</b>	
1) Public Safety Realignment Team		\$275,000
<b>BOS - Information Systems Advisory Body:</b>	<b>\$2,250,000</b>	
1) Justice Automatic Information Management Statistics		\$1,242,000
2) Countywide Master Data Management		\$1,008,000
<b>Chief Executive Office:</b>	<b>\$300,000</b>	
1) AB 109 Program Oversight		\$300,000
<b>District Attorney:</b>	<b>\$7,770,000</b>	
1) Restitution Enhancement Program		\$700,000
2) Prosecution		\$5,474,000
3) Special Enforcement Team		\$1,596,000
<b>Office of Diversion &amp; Re-Entry:</b>	<b>\$22,334,000</b>	
1) Community-based Treatment and Housing Programs		\$20,933,000
2) Youth Development and Diversion		\$901,000
3) Alternatives to Incarceration Workgroup		\$500,000
<b>Fire Department:</b>	<b>\$5,045,000</b>	
1) Fire Camp Training		\$537,000
2) Fire Camp Operations		\$4,508,000
<b>Health Services - Administration:</b>	<b>\$544,000</b>	
1) Post Release Community Supervision Medical Care Coordination		\$544,000
<b>Health Services - Hospitals:</b>	<b>\$12,029,000</b>	
1) Inmate Medical Services		\$12,029,000
<b>Health Services - Integrated Correctional Health Services:</b>	<b>\$10,379,000</b>	
1) Jail In-Custody		\$6,236,000
2) Discharge Planning		\$4,143,000
<b>Local Innovation Fund</b>	<b>\$1,080,000</b>	
<b>Mental Health Department:</b>	<b>\$17,279,000</b>	

1) Direct Services	\$9,078,000	
2) Services	\$22,632,000	
a) State Hospital		\$525,000
b) IMD Contracts		\$284,000
c) General Contract Services		\$21,685,000
d) Medications		\$138,000
3) Other Revenue	(\$14,431,000)	
<b>Probation Department:</b>	<b>\$124,812,000</b>	
1) Post-Release Services	\$84,630,000	
2) CBO Services and Fixed Assets	\$13,200,000	
3) Information Systems	\$719,000	
3) Proposition 63	\$19,833,000	
4) Mental Health Services	\$6,430,000	
<b>Public Defender's Office:</b>	<b>\$5,558,000</b>	
1) Legal Representation	\$3,794,000	
2) Mental Health Unit	\$1,764,000	
<b>Public Health Department:</b>	<b>\$12,879,000</b>	
1) Client Engagement and Navigation Services	\$3,800,000	
2) Community Based Services - Treatment	\$5,956,000	
2) Administrative Oversight	\$3,123,000	
<b>Sheriff's Department:</b>	<b>\$220,380,000</b>	
1) Custody Operations	\$176,467,000	
2) In-Custody Programs	\$8,583,000	
3) Valdivia	\$1,704,000	
4) Parole Compliance Unit	\$13,952,000	
5) Fire Camps	\$823,000	
6) Mental Evaluation Teams	\$12,603,000	

7) Homeless Outreach Service Teams	\$2,200,000
8) Discharge Planning	\$4,048,000
<b>Trial Court Operations - Conflict Panel:</b>	<b>\$49,000</b>
<b>Contingency Reserve:</b>	<b>\$4,385,000</b>