



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: February 28, 2024

TIME: 11:30 a.m. – 1:30 p.m.

MEETING CHAIR: Angelica Ayala, 3rd Supervisorial District

CEO MEETING FACILITATOR: Atineh Sepanian

This meeting will be held in a hybrid format which allows the public to participate virtually, or in-person, as permitted under the Board of Supervisors' August 8, 2023, order, which suspended the application of Board Policy 3.055 until March 31, 2024.

To participate in the meeting in-person, the meeting location is:

Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012
Room 140

To participate in the meeting virtually, please call teleconference number:

1 (323) 776-6996 and enter the following: 403 234 317# or [Click here to join the meeting](#)

Members of the Public may address the Health and Mental Health Services Meeting on any agenda item. Two (2) minutes are allowed for each item.

THIS TELECONFERENCE WILL BE MUTED FOR ALL CALLERS. PLEASE DIAL *6 TO UNMUTE YOUR PHONE WHEN IT IS YOUR TIME TO SPEAK.

I. Call to order

II. **Information Item(s):**

- a. **DPH:** Board Resolutions to Apply for and Accept Local Enforcement Agency Grants from the California Department of Resources Recycling and Recovery for the period of July 1, 2024 through June 30, 2029 (#07428)
- b. **DMH:** Approval to Amend the Existing Contract with Friends of the Children-Los Angeles to Increase the Total Contract Amount for the Continued Provision and Countywide Expansion of Professional Mentoring Services

III. **Presentation Item(s):**

- a. **DPH:** Approval of Two Ordinances to Amend Los Angeles County Code, Title 8 - Consumer Protection, Business and Wage Regulations Code, to Establish a Rental Housing Habitability and a Rent Escrow Account Program and Authority to Execute Service Contracts for the Implementation of the Program in the Unincorporated Areas of Los Angeles County (#07429)
- b. **DMH:** Approval to Execute New Master Agreements for As-Needed Psychiatry Services

IV. **Discussion Item(s):**

- a. **DHS:** Office of Diversion and Re-entry Update

V. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting

VI. Items not on the posted agenda for matters requiring immediate action because of an emergency situation, or where the need to take immediate action came to the attention of the Department subsequent to the posting of the agenda.

VII. Public Comment

VIII. Adjournment

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	3/6/2024	
BOARD MEETING DATE	3/19/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Public Health	
SUBJECT	BOARD RESOLUTIONS TO APPLY FOR AND ACCEPT LOCAL ENFORCEMENT AGENCY GRANTS FROM THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY FOR THE PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2029	
PROGRAM	Environmental Health	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	Current authority expires 6/30/2024	
COST & FUNDING	Total funding:	Funding source: California Department of Resources and Recycling and Recovery (CalRecycle)
	TERMS (if applicable): Fiscal Years (FY) 2024-25 through 2028-29	
	Explanation: Funding for CalRecycle FY 2024-25 will be included in the Department of Public Health's (Public Health) FY 2024-25 Recommended Budget and will be requested in future FYs, as necessary.	
PURPOSE OF REQUEST	Request approval of resolutions to apply for and accept Local Enforcement Agency (LEA) grants from the CalRecycle to support Public Health's activities related to solid waste management within Los Angeles County (LAC).	
BACKGROUND (include internal/external issues that may exist including any related motions)	<p>In 1989, the State Legislature enacted the California Integrated Solid Waste Management Act. This Act created an article in the Public Resources Code that requires local governing bodies, including cities, to designate a LEA for solid waste issues. The designated LEA had to be certified by CalRecycle (formerly the California Integrated Waste Management Board (CIWMB) by August 1, 1992, or the CIWMB would become the LEA.</p> <p>Since 1991, the LAC Board of Supervisors has approved resolutions and LEA grant applications to receive grant funds on behalf of LAC. On March 6, 2007, the LAC Board of Supervisors designated Public Health as the LEA for LAC. The Public Health Solid Waste Management Program (SWMP) is the designated LEA for solid waste management for 85 incorporated cities and the</p>	

	<p>unincorporated areas within LAC. The cities of Los Angeles, Vernon, and West Covina have their own designated LEAs.</p> <p>On April 30, 2019, the LAC Board of Supervisors approved the most recent resolutions allowing Public Health to submit applications for the purpose of securing grant funds for the period of FY 2019-20 through FY 2023-24 to support Public Health's activities related to solid waste management.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <p>Liza Frias Director of Environmental Health (626) 430-5374 LFrias@ph.lacounty.gov</p> <p>Joshua Bobrowsky Public Health Director Government Affairs (213) 288-7871 JBobrowsky@ph.lacounty.gov</p> <p>Blaine McPhillips Senior Deputy County Counsel (213) 974-1920 BMcphillips@counsel.lacounty.gov</p>



BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

ANISH P. MAHAJAN, M.D., M.S., M.P.H.
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
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www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
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Kathryn Barger
Fifth District

DRAFT

March 19, 2024

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:

**BOARD RESOLUTIONS TO APPLY FOR AND ACCEPT LOCAL ENFORCEMENT
AGENCY GRANTS FROM THE CALIFORNIA DEPARTMENT OF RESOURCES
RECYCLING AND RECOVERY FOR THE PERIOD OF
JULY 1, 2024 THROUGH JUNE 30, 2029
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval of resolutions to apply for and accept Local Enforcement Agency grants from the California Department of Resources Recycling and Recovery for the period of July 1, 2024 through June 30, 2029, to support the Department of Public Health's activities related to solid waste management within Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Board Resolution, Exhibit I, delegating authority to the Director of the Department of Public Health (Public Health), or designee, to apply for and accept grants for fiscal years (FY) 2024-25 through 2028-29 from the California Department of Resources Recycling and Recovery (CalRecycle), which includes executing all necessary documentation required by the State, including grant agreements containing standardized terms and conditions, at amounts determined by CalRecycle, to support solid waste facilities permit and inspection programs; the awarded grant agreements and amendments will be subject to review by the Chief Executive Office (CEO) Risk Management, approval as to form by County Counsel, and notification to your Board and the CEO.

2. Approve the attached Board Resolution, Exhibit II, delegating authority to the Director of Public Health, or designee, to apply for and accept grants for FYs 2024-25 through 2028-29 from CalRecycle's Local Government Waste Tire Cleanup Grant Program, which includes executing all necessary documentation required by the State, including grant agreements containing standardized terms and conditions, at amounts determined by CalRecycle, to identify illegal waste tire disposal sites and remove and properly dispose of tires found at these sites; the awarded grant agreements and amendments shall be subject to review by the CEO Risk Management, approval as to form by County Counsel, and notification to your Board and the CEO.
3. Approve the attached Board Resolution, Exhibit III, delegating authority to the Director of Public Health, or designee, to apply for and accept grants for FYs 2024-25 through 2028-29 from CalRecycle's Solid Waste Disposal and Site Cleanup Grant Program, which includes executing all necessary documentation required by the State, including grant agreements containing standardized terms and conditions, at amounts determined by CalRecycle, to identify larger illegal solid waste disposal sites and collect and properly dispose of waste found at these sites; the awarded grant agreements and amendments shall be subject to review by the CEO Risk Management, approval as to form by County Counsel, and notification to your Board and the CEO.
4. Approve the attached Board Resolution, Exhibit IV, delegating authority to the Director of Public Health, or designee, to apply for and accept grants for FYs 2024-25 through 2028-29 from CalRecycle's Farm and Ranch Solid Waste Cleanup and Abatement Grant Program, which includes executing all necessary documentation required by the State, including grant agreements containing standardized terms and conditions, at amounts determined by CalRecycle, to identify smaller illegal solid waste disposal sites and collect and properly dispose of waste found at these sites; the awarded grant agreements and amendments shall be subject to review by the CEO Risk Management, approval as to form by County Counsel, and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow Public Health, as the local enforcement agency (LEA), to continue to apply for and accept funds from CalRecycle for FYs 2024-25 through 2028-29. These funds will allow Public Health to continue to perform solid waste regulatory activities to protect the environment and promote public health within Los Angeles County (LAC).

Approval of Recommendation 1 will allow Public Health to apply for and accept funds to support the County's solid waste facilities permit and inspection programs that regulate waste disposal sites, transfer facilities, closed landfills, and illegal solid waste facilities and ensure compliance with state regulations.

Approval of Recommendation 2 will allow Public Health to identify illegal waste tire disposal sites in the County and remove and properly dispose of waste tires found at these sites, thereby lessening the potential for transmission of diseases, such as the West Nile Virus, which can be found in these types of environments.

Approval of Recommendation 3 will allow Public Health to continue to identify large, multi-owner, illegal solid waste disposal sites that have a great potential to cause disease transmission and/or contaminate soil or water sources.

Approval of Recommendation 4 will allow Public Health to apply for and accept Farm and Ranch Solid Waste Cleanup Abatement grants to continue to identify smaller, illegal solid waste disposal sites that also have the potential to cause disease transmission and/or contaminate soil or water sources.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended actions support Strategy II.3, Make Environmental Sustainability Our Daily Reality, Objective II.3.4, Reduce waste generation and recycle and reuse waste resources, of the current County Strategic Plan.

FISCAL IMPACT/FINANCING

Funding for CalRecycle FY 2024-25 will be included in Public Health's FY 2024-25 Recommended Budget and will be requested in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In 1989, the State Legislature enacted the California Integrated Solid Waste Management Act. This Act created an article in the Public Resources Code that requires local governing bodies, including cities, to designate a LEA for solid waste issues. The designated LEA had to be certified by CalRecycle (formerly the California Integrated Waste Management Board (CIWMB) by August 1, 1992, or the CIWMB would become the LEA.

Since 1991, your Board has approved resolutions and LEA grant applications to receive grant funds on behalf of LAC. On April 7, 1992, your Board designated the Department of Health Services as the LEA for solid waste management in the unincorporated areas within LAC and the incorporated cities, except those expressly requesting that another agency serve as the LEA, and established a hearing panel to review and hear appeals of

The Honorable Board of Supervisors

March 19, 2024

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decisions and actions of the LEA for solid waste management permit and appeal purposes.

On March 6, 2007, your Board designated Public Health as the LEA for LAC. The Public Health Solid Waste Management Program (SWMP) is the designated LEA for solid waste management for 85 incorporated cities and the unincorporated areas within LAC. The cities of Los Angeles, Vernon, and West Covina have their own designated LEAs.

On April 30, 2019, your Board approved the most recent resolutions allowing Public Health to apply and accept CalRecycle grants for FYs 2019-20 through 2023-24 including expenditures through FY 2024-25, to support Public Health's activities related to solid waste management.

Exhibits I through IV have been reviewed and approved as to form by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow Public Health LEA to continue conducting solid waste management activities; comply with state regulations; and protect public health, safety, and the environment within LAC.

Respectfully submitted,

Barbara Ferrer, Ph.D., M.P.H., M.Ed.
Director

BF:bf
#07428

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Auditor-Controller

**CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
LOCAL ENFORCEMENT AGENCY GRANT PROGRAM**

**RESOLUTION AUTHORIZING
LOCAL ENFORCEMENT AGENCY GRANT APPLICATION**

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) allocates funds in the form of grants to solid waste Local Enforcement Agencies (LEA) and cities and counties with regulatory authority within the city and county government, which apply to CalRecycle to perform inspections, enforcement/compliance and permitting activities of solid waste facilities and operations; and

WHEREAS, the applicant, the County of Los Angeles Department of Public Health (Public Health) Solid Waste Management Program (SWMP), demonstrates it has sufficient staff resources, technical expertise, and/or experience with similar projects to carry out the proposed program.

NOW, THEREFORE, be it resolved that the County of Los Angeles Board of Supervisors authorizes the submission of Public Health SWMP's application to CalRecycle for the period of Fiscal Year (FY) 2024-25 through FY 2028-29 for grant funds to support inspections, permitting and enforcement of solid waste facilities and operations within Los Angeles County.

BE IT FURTHER RESOLVED that the Director of Public Health, or designee, is hereby authorized and empowered to execute in the name of the County of Los Angeles, all necessary applications, agreements and amendments, to certify that Public Health has complied and will comply with all applicable federal and state statutory and regulatory requirements related to any financial assistance funds received and to be received; and, the Public Health Director's designee, is hereby authorized and empowered to sign financial documents for the purpose of securing/obtaining CalRecycle LEA grant funds during the period of FY 2024-25 through and including FY 2028-29 to implement and carry out the purposes specified in the application.

The foregoing resolution was passed on _____ day of _____, 2024, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

JEFF LEVINSON, Interim Executive Officer
of the Board of Supervisors
County of Los Angeles

BARBARA FERRER, Ph.D., M.P.H., M.Ed., Director
Department of Public Health

APPROVED AS TO FORM
DAWRYN R. HARRISON
COUNTY COUNSEL

BY _____
Deputy

**CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
LOCAL GOVERNMENT WASTE TIRE CLEANUP GRANT**

**RESOLUTION AUTHORIZING
LOCAL WASTE TIRE CLEANUP GRANT APPLICATION**

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) allocates funds in the form of grants to solid waste Local Enforcement Agencies (LEA) and cities and counties with regulatory authority within the city and county government, which apply to CalRecycle to perform waste tire collection and disposal activities; and

WHEREAS, the applicant, the County of Los Angeles Department of Public Health (Public Health) Solid Waste Management Program (SWMP), demonstrates it has sufficient staff resources, technical expertise, and/or experience with similar projects to carry out the proposed program.

NOW, THEREFORE, be it resolved that the County of Los Angeles Board of Supervisors authorizes the submission of Public Health SWMP's application to CalRecycle for the period of fiscal year (FY) 2024-25 through FY 2028-29 for grant funds to support waste tire cleanup projects within Los Angeles County.

BE IT FURTHER RESOLVED that the Director of Public Health, or designee, is hereby authorized and empowered to execute in the name of the County of Los Angeles, all necessary applications, agreements and amendments, to certify that Public Health has complied and will comply with all applicable federal and state statutory and regulatory requirements related to any financial assistance funds received and to be received; and, the Public Health Director's designee, is hereby authorized and empowered to sign financial documents for the purpose of securing/obtaining CalRecycle Waste Tire Cleanup grant funds during the period of FY 2024-25 through and including FY 2028-29 to implement and carry out the purposes specified in the application.

The foregoing resolution was passed on _____ day of _____, 2024, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

JEFF LEVINSON, Interim Executive Officer
of the Board of Supervisors
County of Los Angeles

BARBARA FERRER, Ph.D., M.P.H., M.Ed., Director
Department of Public Health

APPROVED AS TO FORM
DAWRYN R. HARRISON
COUNTY COUNSEL

BY _____
Deputy

**CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
SOLID WASTE DISPOSAL AND CODISPOSAL SITE CLEANUP GRANT**

**RESOLUTION AUTHORIZING
SOLID WASTE DISPOSAL AND CODISPOSAL SITE CLEANUP GRANT APPLICATION**

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) allocates funds in the form of grants to solid waste Local Enforcement Agencies (LEA) and cities and counties with regulatory authority within the city and county government, which apply to CalRecycle to perform solid waste cleanup and abatement activities; and

WHEREAS, the applicant, the County of Los Angeles Department of Public Health (Public Health) Solid Waste Management Program (SWMP), demonstrates it has sufficient staff resources, technical expertise, and/or experience with similar projects to carry out the proposed program.

NOW, THEREFORE, be it resolved that the County of Los Angeles Board of Supervisors authorizes the submission of Public Health SWMP's application to CalRecycle for the period of Fiscal Year (FY) 2024-25 through FY 2028-29 for grant funds to support solid waste cleanup projects within Los Angeles County.

BE IT FURTHER RESOLVED that the Director of Public Health, or designee, is hereby authorized and empowered to execute in the name of the County of Los Angeles, all necessary applications, agreements and amendments, to certify that Public Health has complied and will comply with all applicable federal and state statutory and regulatory requirements related to any financial assistance funds received and to be received; and, the Public Health Director's designee, is hereby authorized and empowered to sign financial documents for the purpose of securing/obtaining CalRecycle Solid Waste Disposal and Codisposal Site Cleanup Program grant funds during the period of FY 2024-25 through and including FY 2028-29 to implement and carry out the purposes specified in the application.

The foregoing resolution was passed on _____ day of _____, 2024, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

JEFF LEVINSON, Interim Executive Officer
of the Board of Supervisors
County of Los Angeles

BARBARA FERRER, Ph.D., M.P.H., M.Ed., Director
Department of Public Health

APPROVED AS TO FORM
DAWRYN R. HARRISON
COUNTY COUNSEL

BY _____
Deputy

**CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY
FARM AND RANCH SOLID WASTE CLEANUP AND ABATEMENT GRANT**

**RESOLUTION AUTHORIZING
FARM AND RANCH SOLID WASTE CLEANUP AND ABATEMENT GRANT APPLICATION**

WHEREAS, the California Department of Resources Recycling and Recovery (CalRecycle) allocates funds in the form of grants to solid waste Local Enforcement Agencies (LEA) and cities and counties with regulatory authority within the city and county government, which apply to CalRecycle to perform solid waste cleanup and abatement activities; and

WHEREAS, the applicant, the County of Los Angeles Department of Public Health (Public Health) Solid Waste Management Program (SWMP), demonstrates it has sufficient staff resources, technical expertise, and/or experience with similar projects to carry out the proposed program.

NOW, THEREFORE, be it resolved that the County of Los Angeles Board of Supervisors authorizes the submission of Public Health SWMP's application to CalRecycle for the period of Fiscal Year (FY) 2024-25 through FY 2028-29 for grant funds to support cleanup projects, abatement, or other remedial action related to the disposal of illegal solid waste on farm or ranch property, within Los Angeles County.

BE IT FURTHER RESOLVED that the Director of Public Health, or designee, is hereby authorized and empowered to execute in the name of the County of Los Angeles, all necessary applications, agreements and amendments, to certify that Public Health has complied and will comply with all applicable federal and state statutory and regulatory requirements related to any financial assistance funds received and to be received; and the Public Health Director's designee, is hereby authorized and empowered to sign financial documents for the purpose of securing/obtaining CalRecycle Farm and Ranch Solid Waste Cleanup Abatement grant funds during the period of FY 2024-25 through and including FY 2028-29 to implement and carry out the purposes specified in the application.

The foregoing resolution was passed on _____ day of _____, 2024, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

JEFF LEVINSON, Interim Executive Officer
of the Board of Supervisors
County of Los Angeles

BARBARA FERRER, Ph.D., M.P.H., M.Ed., Director
Department of Public Health

APPROVED AS TO FORM
DAWRYN R. HARRISON
COUNTY COUNSEL

BY _____
Deputy

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/28/2024			
BOARD MEETING DATE	3/19/2024			
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th			
DEPARTMENT(S)	Mental Health			
SUBJECT	Request approval to amend the existing Contract with Friends of the Children-Los Angeles to add funding to Fiscal Year 2025-26, thereby increasing the Total Contract Amount for the term of the contract.			
PROGRAM	Friends of the Children – Los Angeles (FOTC-LA) Professional Mentoring Services			
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:			
DEADLINES/ TIME CONSTRAINTS	03/19/2024			
COST & FUNDING	<table border="1" style="width: 100%;"> <tr> <td>Total cost: \$2,855,437</td><td>Funding source: Mental Health Services Act (MHSA)</td></tr> </table>		Total cost: \$2,855,437	Funding source: Mental Health Services Act (MHSA)
Total cost: \$2,855,437	Funding source: Mental Health Services Act (MHSA)			
	TERMS (if applicable): Seven years: Nov 12, 2019 – June 30, 2026.			
	Explanation:			
PURPOSE OF REQUEST	Board Letter will allow DMH to execute an amendment to existing contract with FOTC-LA to increase the Total Contract Amount (TCA) for continued provisions of Countywide expansion of professional mentoring services. \$2,855,437 will be added to Fiscal Year 2025-26 allocation. As a result, the TCA for the entire term of the contract (Nov 12, 2019 – June 30, 2026) will increase from \$13,593,663 to \$16,449,100.			
BACKGROUND (include internal/external issues that may exist including any related motions)	On June 27, 2023, the Board adopted the Motion – Implementing the Further Countywide Expansion of Mentorship Programs Serving Black Girls and Other At-Risk Children which authorized the Director to sign and execute an amendment to the FOTC-LA Contract, to extend the term of the contract through June 30, 2026, with one optional extension period, for the continued provision of Countywide expansion of professional mentoring services. In the said motion, DMH inadvertently stated the TCA for the term of the contract as \$13,593,663 instead of \$16,449,100. With this Board letter, DMH intends to correct it by adding in the variance of \$2,855,437 into the contract for the last fiscal year of its term.			
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:			
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please state which one(s) and explain how: it supports Priority #1 Child Protection by Keeping children safe remaining at home with their parents/caregiver and Priority #8 Anti-Racism, Diversity, and Inclusion by prioritizing services for young Black girls who are disproportionately at-risk for negative outcomes.			
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Robert Byrd, Deputy Director, 424-369-4018, rbyrd@dmh.lacounty.gov Rachel Kleinberg, Senior Deputy County Counsel, 213-974-7735, rkleinberg@counsel.lacounty.gov			



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

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

March 19, 2024

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

Dear Supervisors:

**APPROVAL TO AMEND THE EXSITING CONTRACT WITH FRIENDS OF THE
CHILDREN-LOS ANGELES TO INCREASE THE TOTAL CONTRACT AMOUNT FOR
THE CONTINUED PROVISION AND COUNTYWIDE EXPANSION OF
PROFESSIONAL MENTORING SERVICES**

**(ALL SUPERVISORIAL DISTRICT)
(3 VOTES)**

SUBJECT

Request approval to amend the existing Contract with Friends of the Children-Los Angeles to add funding to Fiscal Year 2025-26, thereby increasing the Total Contract Amount for the term of the contract.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute an amendment (Attachment I) to the existing Contract with Friends of the Children-Los Angeles (FOTC-LA) to increase the Total Contract Amount (TCA). The amendment will be effective upon Board approval, and the increase of \$2,855,437 will be added to Fiscal Year (FY) 2025-26, for a revised TCA of \$16,449,100, fully funded by Mental Health Services Act (MHSA) revenue.
2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the Contract in Recommendation 1 in order to revise the language; revise and/or replace the Fee Schedule; shift unspent funds to future fiscal years; utilize other funding sources, add, delete, modify, or replace the Statement of Work;

and/or reflect federal, State, and County regulatory and/or policy changes provided that: 1) TCA not exceed an increase of 20 percent from the Board-approved TCA in Recommendation 1; and 2) sufficient funds are available. The amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Office (CEO).

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of Recommendation 1 will allow Department of Mental Health (DMH) to amend the existing Contract with FOTC-LA to increase the TCA for the term of the contract and specifically for FY 2025-26, for the continued provision and countywide expansion of professional mentoring services and to support their capacity in expanding services to new and existing beneficiaries.

Board approval of Recommendation 2 will allow DMH to amend the Contract in Recommendation 1 in a timely manner, as necessary, for the continued provision and expansion of professional mentoring services without interruption to clients in need of these services.

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

Implementation of Strategic Plan Goals

These recommended actions support the County's Strategic Plan Goal I, Make Investments that Transform Lives, specifically Strategy I.1 – Increase Our Focus on Prevention Initiatives and Strategy I.2 Enhance Our Delivery of Comprehensive Interventions.

FISCAL IMPACT/FINANCING

For FY 2025-26 the total increase for the Contract with FOTC-LA is \$2,855,437, fully funded by MHSA revenue. Total allocation for FY 2025-26 is \$6,414,494 for a total revised TCA amount for the seven-year contract term to \$16,449,100. Funding for FY 2025-26 will be included in DMH's annual budget process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 27, 2023, your Board adopted the Motion – Implementing the Further Countywide Expansion of Mentorship Programs Serving Black Girls and Other At-Risk Children which authorized the Director to sign and execute an amendment to the FOTC-LA Contract, to extend the term of the contract through June 30, 2026, with one optional extension period, for the continued provision of Countywide expansion of professional mentoring services. In the said motion, DMH inadvertently stated the TCA for the term of the contract as \$13,593,663 instead of \$16,449,100. With this Board letter, DMH intends to correct it by adding in the variance of \$2,855,437 into the contract for the last fiscal year of its term.

In accordance with Board Policy No. 5.120, Authority to Approve Increases to Board-approved contract amounts requirements, DMH notified your Board (Attachment II), of its intent to request delegated authority of more than ten percent. DMH considers this request approved, as we did not hear otherwise.

The amendment has been approved as to form by County Counsel.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to correct the funding error in the contract so that there is no interruption to the expansion mentoring services throughout the term of the contract.

Respectfully submitted,

Lisa H. Wong, Psy.D.
Director

LHW:CDD:KN:SK:CM:atm

Attachments

The Honorable Board of Supervisors
March 19, 2024
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c: Executive Office, Board of Supervisors
 Chief Executive Office
 County Counsel

Draft

CONTRACT NO. MH280002

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this ____ day of ____, 2023, by and between the COUNTY OF LOS ANGELES (hereafter "County"), and FOTC - Los Angeles (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Professional Mentoring Services Contract", dated November 12, 2019, and further identified as County Contract No. MH280002, and any amendments hereto (hereafter collectively "Contract"); and

WHEREAS, on (New BL date), the County Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute amendments to the Contract to make corrections to the June 27, 2023 Board Motion, and make other designated changes; and

WHEREAS, County and Contractor intend to amend the Contract to increase the Total Contract Amount (TCA), and revise Exhibit B-9 – (Fee Schedule) to reflect the correct contract amount for Fiscal Year (FY) 2025-26, for the continued provisions and Countywide expansion of professional mentoring services; and make other hereinafter designated changes; and

WHEREAS, Contractor warrants that it continues to possess the competence, expertise, and personnel necessary to provide services consistent with the requirements of the Contract.

NOW, THEREFORE, County and Contractor agree as follows:

1. This amendment is hereby incorporated into the original Contract, and all its terms and conditions, including capitalized terms defined therein, shall be given full force and effect as if fully set forth herein.
2. This amendment is effective upon execution.
3. For FY 2025-26, the TCA is increased by \$2,855,437, from \$3,559,057 to \$6,414,494.
4. The revised TCA for the term of the Contract is \$16,449,100.
5. Paragraph 5 (TOTAL CONTRACT AMOUNT) Sub-Paragraph 5.1, is deleted in its entirety and replaced as follows:

“5.1 The Total Contract Amount for the term of the Contract is Sixteen-Million, Four-Hundred Forty-Ninety Thousand, One Hundred Dollars (\$16,449,100) funding for the periods specified in Exhibit B-10 (Fee Schedule).”
6. Exhibit B-9 (Fee Schedule) shall be deleted in its entirety, and replaced with Exhibit B-10 (Fee Schedule), attached hereto and incorporated by reference.
7. Except as provided in this amendment, all other terms and conditions of the Contract shall remain in full force and effect.

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this amendment to be subscribed by County's Director of Mental Health or designee, and Contractor has caused this amendment to be subscribed on its behalf by its duly authorized officer, on the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
LISA H. WONG, Psy.D.
Director
County of Los Angeles
Department of Mental Health

FOTC – Los Angeles
CONTRACTOR

By _____

Name Jorie Das

Title Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: Rachel Kleinberg
Senior Deputy County Counsel

JV: Technical Correction BL

EXHIBIT B - 10 (FEE SCHEDULE)

FOTC - LOS ANGELES

I. CONTRACT AMOUNT

The Los Angeles County Department of Mental Health (County) shall pay to FOTC – Los Angeles (FOTC-LA) a maximum of **\$16,449,100** for services rendered during the Contract term, as defined on Table 1.

II. DISBURSEMENT SCHEDULE

Payment to FOTC-LA shall be based on activities and costs attributable to the completion of deliverables outlined in Exhibit A-9 (Professional Mentoring Services) Statement of Work. No payment shall be made for Services delivered beyond those services identified in Exhibit A-9 (Professional Mentoring Services) Statement of Work that are substantiated with supporting documentation. Reimbursement for Services shall be based on the following Fee Schedule (Table 1). "Indirect Administrative Costs" shall not exceed 15% of total allocation for specified periods as indicated in the Fee Schedule. County Program Staff will review the invoices and supporting documentation to ensure that the Services rendered are in substantial compliance with the requirements described in Exhibit A-9 (Professional Mentoring Services) Statement of Work and supported by the required documentation. Additional supporting documentation may be required at the discretion of LAC-DMH Program Staff.

EXHIBIT B - 10 (FEE SCHEDULE)

FOTC - LOS ANGELES

III. FEE SCHEDULE

Table 1: Fee Schedule-Professional Mentoring Services

Expenditure	Unit	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26	Total
STAFFING									
Existing Staff									
Executive Director*	0.75 FTE	\$459,600	\$474,885	\$488,100	\$502,743	\$650,004	\$702,004	\$758,165	\$4,035,501
Program Director	1.0 FTE								
Parent Engagement Specialist	1.0 FTE								
Friends	6.0 FTE								
Expansion Staff									
Director of Scaling and Replication	1.0 FTE	\$0	\$0	\$0	\$0	\$1,161,000	\$2,036,780	\$1,731,495	\$6,443,241
Chief Program Officer	1.0 FTE								
Chief Caregiver Engagement Officer	1.0 FTE								
Director of Financial Stability	1.0 FTE								
Operations Assistant	1.0 FTE								
HR Generalist	1.0 FTE								
Senior Administrative Support Specialist	1.0 FTE								
Director of Program Partnerships	1.0 FTE								
Program Director**	4.0 FTE								
Program Manager***	3.0 FTE								
Family Engagement Manager	1.0 FTE								
Parent/Caregiver Engagement Specialist****	4.0 FTE								
Family Engagement Assistant	1.0 FTE								
Friends*****	22.0 FTE								
ADMINISTRATIVE OPERATIONS									
Payroll Taxes and Benefits	Up to 25%	\$155,900	\$130,997	\$133,997	\$136,767	\$521,484	\$812,018	\$424,495	\$3,104,006
Staff Training	\$2,500/ Staff (up to 8)								
Travel	Varies								
Information Tech / Database	Flat Rate								
Hiring, Staff Development & Background Screening	Varies	\$0	\$0	\$0	\$0	\$126,298	\$233,168	\$180,677	\$720,820
Facilities	Base Costs \$1,000								
Youth and Friend Activities	Base Costs \$7,680								
Family Engagement	Base Costs \$12,000								
INDIRECT COSTS									
Indirect Costs (not to exceed 15%)	15%	\$92,325	\$90,882	\$93,314	\$95,927	\$368,818	\$567,595	\$464,225	\$2,145,532
Grand Total:	N/A	\$707,825	\$696,764	\$715,411	\$735,437	\$2,827,604	\$4,351,565	\$6,414,494	\$16,449,100

Expansion Staff notes:

Expansion Includes COLA increase for existing staff

* Executive Director - increased from .5FTE to .75FTE for expansion

**Program Director - 2FTE funded in FY 23-24, 4FTE funded in FY 24-25, 5FTE funded in FY 25-26

***Program Manager - 1FTE funded FY 23-24, 1FTE FY 24-25, 3FTE funded FY 25-26

****Parent/caregiver engagement specialist - 2FTE funded in FY 23-24, 4FTE funded in FY 24-25, 5 FTE funded in FY 25-26

*****Friends - 12FTE funded in FY 23-24, 19FTE funded in FY 24-25, 28FTE funded in FY 25-26

EXHIBIT B - 10 (FEE SCHEDULE)

FOTC - LOS ANGELES

Administrative Operations

A. Payroll Taxes and Benefits

Includes state and federal payroll taxes, fringe benefits for benefit-eligible employees including health insurance, worker's compensation, life insurance, social security, Medicare, and retirement.

B. Travel

Travel costs are based on mileage reimbursement for home and school visitation services by program staff. This expense also includes transportation support to families to and from our offices, community meetings and events.

C. Staff training

Professional Mentoring Services

Over the course of each year, program staff will receive quarterly professional development four times a year in subjects of mandated reporting, trauma informed care, evidence-based practices, and child and family engagement as described in Exhibit A-9 (Professional Mentoring Services) Statement of Work.

D. Information Technology and Database

Estimated cost of expenses includes building out National's Efforts to Outcome (ETO) database management system. Ongoing expenses include Microsoft monthly fees for each staff, annual ETO database fees, and monthly tech support fees. ETO database to include fields and metrics relative to the child and families we will serve. The ETO database is used to track and monitor youth and caregiver progress toward goals, intermediate outcomes, and ongoing program model fidelity. FOTC-LA is solely responsible to comply with all applicable State and Federal regulations affecting the maintenance and transmittal of electronic information.

E. Hiring, Staff Development and Background Screening

Each FOTC-LA staff performing services, who is in a designated sensitive position, shall undergo and pass a background investigation to the satisfaction of FOTC-LA as a condition of beginning and continuing to perform services under this Contract. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background investigation shall be at the expense of FOTC-LA, regardless of whether the member of FOTC-LA passes or fails the background investigation. Hiring fees also include training for First Aid and CPR Certification and any associated re-

screening or recertification fees for both background checks and First Aid / CPR recertification. Staff development fees include any necessary costs related to ongoing training relevant to the performance of job duties.

F. Facilities

The expense is based on a monthly amount of \$1200 for new sites, which covers a "Clubhouse" space and any necessary facility rentals for special events (such as at a park or community center). Direct services to youth often occur within the FOTC-LA office or "Clubhouse" spaces. While most of the square footage and resources within the Clubhouse are allocated for direct service, a small portion of the space supports the FOTC-LA administrative team and operations.

G. Youth and Friend Activities

FOTC-LA allocates \$30 per month for each child to cover potential costs associated each time Friends meet with them in person for weekly outings — typically for food and snacks, fees for museums and shows—as well as annual dues for sports teams, Boys and Girls Clubs, and enrichment activities.

FOTC-LA allocates \$50 per month for each Friend to cover potential costs associated with Friends accompanying a child on an outing.

H. Family Engagement

FOTC-LA hosts regular engagement opportunities for caregivers to be involved and to build a community with other caregivers, to receive training, or to provide incentives to celebrate their work and accomplishments as caregivers. This expense will additionally support families who need additional assistance during times of crisis and instability. This support may include help with housing (including motel vouchers), gas cards, food, and basic supplies.

Indirect Costs

Indirect and other costs include office space rent, utilities, computers, printers, office furniture, supplies, business insurance, accounting services, marketing, and regularly occurring expenses at the Antelope Valley location. Costs not to exceed 15% of allocation for the specified FY as indicated in Fee Schedule (Table 1) in Service Exhibit B-9.

IV. PAYMENT PROCEDURES

For all services, FOTC-LA must submit monthly invoices (see Attachment 1) for actual costs and fees incurred for services provided under Exhibit A-9 (Professional Mentoring Services) Statement of Work. FOTC-LA must retain all relevant supporting documents and make them available to the County at any time

for audit purposes. Payments will be based on the actual costs incurred and services provided up to the maximum amount in Table 1.

FOTC-LA shall submit invoices for Direct Charges within 45 calendar days of the end of the month in which the eligible expense was incurred. Contractor shall assign a unique invoice number to each invoice. Such invoice shall be in the form and include the content specified by County pursuant to Attachment 1. Failure to comply with the terms specified in Paragraph (IV) (PAYMENT PROCEDURES) may result in non-payment of said invoice.

In the event of correction of a prior period invoice or reimbursement such as “retro-delete” (overpayment) or “retro-add” (underpayment), the adjustment will be shown and included in FOTC-LA’s current invoice.

PAYMENT AND INVOICE NOTIFICATIONS

Contractor shall submit all Invoices, including any supporting documentation, to the following:

County of Los Angeles Department of Mental Health
Financial Services Bureau – Accounting Division
510 S. Vermont Avenue, 15th Floor
Los Angeles, CA 90020
Attn: Accounts Payable Section -Vendor Payment Unit
APSVPUInquiries@dmh.lacounty.gov

Upon receipt of invoices from FOTC-LA, County shall make payment within 30 days of the date the invoice was approved for payment. If any portion of the invoice is disputed by County, County shall reimburse FOTC-LA for the undisputed services contained on the invoice and work to resolve the disputed portion of the claim in a timely manner. County shall make reimbursement payable to FOTC-LA. County shall send payment to:

FOTC – Los Angeles
Address: 672 S. Lafayette Park Place, Suite 33
Los Angeles, CA 90057

Submitted by: FOTC – Los Angeles
672 S. Lafayette Park Place, Suite 33
Los Angeles, CA 90057

Description	Cost
TOTAL	\$

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BARBARA FERRER, Ph.D., M.P.H., M.Ed.
Director

MUNTU DAVIS, M.D., M.P.H.
County Health Officer

ANISH P. MAHAJAN, M.D., M.S., M.P.H.
Chief Deputy Director

313 North Figueroa Street, Suite 806
Los Angeles, California 90012
TEL (213) 288-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov

BOARD OF SUPERVISORS

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March 12, 2024

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 TWO ORDINANCES TO AMEND LOS ANGELES COUNTY CODE,
TITLE 8 – CONSUMER PROTECTION, BUSINESS AND WAGE REGULATIONS
CODE, TO ESTABLISH A RENTAL HOUSING HABITABILITY AND A RENT ESCROW
ACCOUNT PROGRAM AND AUTHORITY TO EXECUTE SERVICE CONTRACTS FOR
THE IMPLEMENTATION OF THE PROGRAM IN THE UNINCORPORATED AREAS OF
LOS ANGELES COUNTY
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of the enclosed ordinances for introduction that creates both a proactive Rental Housing Habitability inspection and enforcement program and a Rent Escrow Account Program, which will enhance and strengthen the health and safety of all rental housing units with the goal of improving the lives of renters, helping property owners maintain property values, and preserving housing stock within the unincorporated areas of Los Angeles County; and execute competitively solicited contracts to implement the programs.

IT IS RECOMMENDED THAT THE BOARD:

1. Introduce, waive reading, and place on the agenda for adoption, the enclosed ordinances (Exhibits A and B) amending Los Angeles County Code, Title 8 – Consumer Protection, Business and Wage Regulations Code by adding Chapter 8.53 – Rental Housing Inspection Program, which requires all rental housing properties within the unincorporated areas of Los Angeles County (County) to be routinely inspected once every four years, with an annual program fee amount of \$86, per unit per year and Chapter 8.55- Rent Escrow Account Program (REAP), which provides for a determination of rent reductions for rental housing properties that do not timely correct violations of habitability standards, with an administrative fee of \$200 per rental housing unit per month placed into REAP.
2. Delegate authority to the Director of the Department of Consumer and Business Affairs (DCBA), to execute one or more, competitively solicited contract(s), at a combined total of \$486,000 per year, for the provision of tenant and landlord outreach, training and education services under the REAP ordinance, effective upon the date of execution through June 30, 2028, with an option to extend thereafter for two additional one-year terms, exercised through written notice from the Director of the DCBA, or designee to the Contractor prior to the end of the term, subject to review and approval of County Counsel, and notification to your Board and the CEO.
3. Delegate authority to the Directors of Public Health and DCBA to execute one or more, competitively solicited contract(s) or amend existing service contracts related to the implementation of these ordinances, effective upon date of execution through June 30, 2025, with contract maximum obligations not to exceed \$300,000 per service contract, funded by program fees and/or budgeted support for development and start-up costs for the first year of implementation, subject to review and approval by County Counsel, and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On October 8, 2019, the Los Angeles County Development Authority (LACDA) provided a report to your Board that outlined a proposal for a Rental Housing Habitability Program (RHH Program) to adopt a systematic code enforcement system. On April 5, 2022, citing the proposed RHH Program, your Board moved to create a centralized, routine, and proactive program that ensures the health and safety of all rental housing units in order to improve the lives of renters, help property owners maintain property values, and preserve the housing stock in the unincorporated areas of the County.

Since the April 2022 motion, County Counsel, Public Health, DCBA, Department of Public Works (DPW), Department of Regional Planning (DRP), and other relevant County departments have met regularly to discuss the formation of a cohesive rental housing inspection program and the necessary additional ordinance enactments to the County Code. The County workgroup placed particular emphasis on inter-departmental collaboration in creating an effective RHH Program. During this time Public Health and DCBA have conducted extensive stakeholder and community engagement to provide notice of the proposed ordinances and changes to the current inspection process as well as provide multiple opportunities to provide feedback to the County. As part of this effort,

Public Health held six public stakeholder and community engagement meetings from March 2023 to January 2024 to solicit and receive public input from tenants and landlords, housing stakeholders, and other interested parties. The public input received guided and informed the County in its efforts to prepare these ordinances.

The enclosed ordinances contain a RHH Program and REAP that provide a coordinated approach to rental housing inspections among the involved County departments: Public Health, DCBA, DPW, DRP, Beaches and Harbors, Treasurer and Tax Collector, Office of the Assessor and LACDA. The RHH Program and REAP ordinances are modeled after the City of Los Angeles' Housing Codes but are adapted to the needs of County residents. As requested by this Board, the RHH Program provides for a comprehensive system of routine inspections that enforces both the State and County housing habitability requirements of all rental housing units within the unincorporated area of the County as well as provides for an enforcement tool that can be utilized for those housing properties that remain non-compliant and whose housing conditions pose a risk to the health and safety of its residents.

The inspection regimen for the RHH Program will begin six months after the adoption of the ordinances by the Board of Supervisors and is based on a cost-recovery model in which annual registration fees cover the annual program implementation costs, including the operation of REAP. This fee will be charged as part of the rental property's annual property tax assessment, and as provided in this Board's April 2022 motion, will permit landlords to pass through 50% of the fee to the tenant.

Approval of Recommendation 1 will allow for the adoption of the RHH Program and REAP ordinances, which will increase public health and safety by requiring all rental housing units in the unincorporated areas of the County to be routinely inspected for habitability requirements. It is the creation of a centralized and proactive rental housing inspection program that replaces the current complaint-based system in which annually only a minimum of five rental units and at least 10% of units at a rental property are inspected. By having inspectors routinely visit all rental housing units in the unincorporated areas, the County will be better able to ensure that tenants are not living in substandard housing.

Approval of Recommendation 2 will allow DCBA to enter contracts with organizations to provide outreach and education to tenants and landlords whose units are entered into REAP regarding how the program operates, the process to request REAP funds to complete repairs, and their rights while participating in the program.

Approval of Recommendation 3 will allow Public Health and DCBA to execute contracts to assist in the development and implementation of the RHH Program and REAP.

Implementation of Strategic Plan Goals

The recommended actions support Strategy I.2, Enhance our Delivery of Comprehensive Interventions, and Strategy II.2, Support the Wellness of Our Communities, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The initial implementation costs of the development of the ordinances were covered by funding from the Chief Executive Office (CEO). The initial year of enforcement and implementation costs will be covered by fees, which are being requested as part of the ordinance.

The RHH Program fee is based upon a once-every-four-years inspection regimen and is estimated to be \$86 per unit, per year to be placed on the secured tax roll as a direct assessment. This fee will cover the cost of 15 FTE Public Health staff who will implement the RHH Program: one Chief Environmental Health Specialist, one Environmental Health Specialist IV, seven Environmental Health Specialist IIIs, two Environmental Health Technicians, three Community Workers, and one Intermediate Typist Clerk. This fee will also cover the cost of 3.5 DCBA staff needed to implement the REAP: 0.5 FTE Chief Consumer & Business Affairs Representative; one Program Manager II; one Accountant II; and one Senior Legal Office Support Assistant. Approximately \$4,082,016 in annual revenue will be generated from the fee to recover program costs.

During the period that a rental housing property is in REAP, the REAP administrator will collect a \$200 per unit per month administrative fee billed directly to the landlord, which if not paid, will be deducted from the escrow account when the property or unit is removed from REAP. This will be used to cover DCBA's costs to monitor rent escrow accounts, rent collection, and hearings held to determine whether requests to release funds from the escrow account can be granted.

Public Health has submitted budget requests for the positions needed to operate the Rental Housing Habitability Program. After the first year of implementation, Public Health and DCBA will determine whether additional staffing is required and/or a change in permit fees to enforce the RHH Program and REAP ordinances is needed. Public Health and DCBA will return to your Board for approval of fee adjustments and will submit requests for additional staffing to administrate the entire program through the budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board has broad authority to adopt the RHH Program and REAP ordinances that will apply to the unincorporated areas of the County. The RHH Program ordinance pertains to all rental housing properties with two or more rental housing units, with some limited exceptions, and all rental housing properties that are required to be registered in the County's Rent Registry System.

Rental Housing Habitability Program (RHH Program)

The RHH Program ordinance creates a proactive system of rental housing inspections to occur once every four years. The County Housing Program Chief, who is appointed by the Director of Public Health, has the authority to administer and enforce the inspection protocols. Public Health Environmental Health inspectors will inspect and enforce State housing laws and regulations as well as existing housing habitability requirements of the Los Angeles County Code. Rental housing units will be inspected for the following

standards, which include but are not limited to: (1) effective waterproofing and weather protection of roof and exterior walls; (2) plumbing and gas in good working order; (3) appropriate water supply and pressure; (4) hot and cold running water attached to an approved sewage disposal system; (5) an operable ventilation system in the bathroom; (6) free from mold; (7) heating in good working order; (8) electrical lighting, conduits, panels, and outlets are in good working order; (9) building and grounds under the control of the landlord are kept clean; (10) sanitary, and free from accumulation of debris, garbage, rodents and vermin; (11) free from infestation of insects; (12) adequate garbage receptacles; (13) floors, stairways and railings are in good repair; (14) presence of approved smoke detectors and carbon monoxide detectors; and (15) operative windows, and window bars with emergency release. The County Housing Program Chief may request assistance from other County departments, such as, DPW, DRP, and County Counsel to enforce habitability and safety standards or to remediate a nuisance at a rental housing property.

The RHH Program ordinance allows for both routine and complaint-based rental housing inspections. For routine inspections, the County Housing Program Chief will provide 30 calendar days' written notice to the landlord prior to the inspection of the units in a rental housing property and require the landlord to post that notice within 24 hours of receipt, in multiple conspicuous places in the community spaces. Additionally, landlords are required to provide at least 24 hours advanced written notice to tenants of the routine inspection. Complaint-based inspections will be scheduled with the tenant within seven calendar days from the receipt of the habitability complaint. Public Health will create a single point of contact portal for the filing of all habitability complaints and the portal will be used by both tenants and other County enforcement agencies.

After each type of inspection, the inspector will create a Rental Housing Official Inspection Report (RHOIR) for the landlord and tenant. Should the inspector find conditions at or in the rental housing property that violate State law or local habitability standards, the RHOIR will list every violation observed and provide a reinspection date by which the violations must be corrected. In addition, if a violation is caused by an underlying defect, the RHOIR will direct the landlord to correct the underlying defect as well as the observed violation. The County inspector will conduct a reinspection of the rental housing property to determine if the required corrections have been made. If, upon reinspection of the rental housing property or unit, the inspector finds evidence of significant progress to correct all violations, the inspector may extend the compliance date for up to 30 calendar days.

The RHH Program ordinance provides a process that distinguishes the required correction times for more serious habitability violations. In instances where the conditions cited pose an "imminent threat" to occupants, the landlord will have 24 hours to correct the violations. In such instances, the County Housing Program Chief may require the landlord to relocate affected tenants at no cost to the tenant until the necessary repairs are made to remediate the hazardous conditions.

In instances where the violations listed in the RHOIR have not been corrected by the required compliance date, the County Housing Program Chief will seek to compel compliance and schedule an administrative hearing before an administrative hearing officer. The County Housing Program Chief will make written recommendations of necessary compliance measures to the hearing officer in advance of the hearing. The administrative hearing will be noticed within 30 calendar days of the determination of non-compliance. The notice of the administrative hearing will be provided to the landlord and affected tenants and provide the following information regarding possible proposed enforcement measures: (1) the placement of the property into REAP; (2) the imposition of rent reductions; (3) the requirement to implement integrated pest management measures and eliminate conditions conducive to pests; (4) relocation assistance for tenants; (5) property management training for landlords; (6) increased frequency of periodic inspections and inspection fees; (7) imposition of administrative fines; and (8) referral to County Counsel for civil enforcement, which may include a referral for receivership.

Rent Escrow Account Program (REAP)

REAP is designed to hold property owners accountable for non-compliance with the RHH Program ordinance as determined by the administrative hearing officer. The County's REAP Administrator, appointed by the Director of DCBA, will manage the operations of REAP.

Property owners with buildings in REAP may experience loss of monthly income, rental income reduced by the administrative hearing officer (please note that rent adjustments made by DCBA for a decrease in rental services under the Rent Stabilization and Tenant Protections Ordinance may also result in a further reduction of rent), eviction restriction, administrative fees, and liens against the property. Once a rental housing property has been ordered into REAP, the REAP Administrator will perform the dual function of providing notice to the affected tenants and landlord regarding the property's entry into REAP and establishing a separate escrow account for the property.

At the time that a rental housing property is initially recommended by the County Housing Program Chief for inclusion into REAP, the REAP Administrator may send its contracted community-based organizations and non-profits to conduct outreach and education to impacted tenants to inform them of their right to participate in the administrative hearing and encourage their participation in REAP by paying a reduced rent into the escrow account. The outreach and education will continue throughout the time period that a property is placed in REAP.

During the period that a rental housing property is in REAP, the REAP administrator will collect a \$200 per unit per month administrative fee directly from the landlord. The administrative fee is to be utilized to fund the operations of REAP. Tenants, landlords, or other interested parties may apply to the County REAP Administrator for the release of funds from the escrow account. Upon receipt of an application for withdrawal of funds, the

County REAP Administrator will be responsible for requesting a hearing where the administrative hearing officer will determine if the release of the requested funds is appropriate. These funds may be ordered released for the following purposes: (1) when necessary to prevent a significant diminution of essential services to the building; (2) when needed to correct deficiencies, including but not limited to the deficiencies that caused the property to be in REAP; (3) when requested by a tenant who has performed or desires to perform repairs; (4) when requested by a tenant who wishes to or has relocated from the rental housing unit or property; and (5) when requested by a tenant who has sustained expenses due to uninhabitable conditions.

It is the goal of the RHH Program to provide for a quick and timely resolution of housing habitability violations and to not allow rental housing properties to languish in REAP for extended periods of time. Both the County Housing Program Chief and the landlord may seek to terminate REAP upon the verification that the habitability violations have been corrected. Once a rental housing property is ordered removed from REAP, the County REAP Administrator will close the escrow account and distribute the unused funds as required by the REAP ordinance. For those rental housing properties that fail to make corrections to habitability violations and are not meaningfully progressing toward the termination of REAP, the County Housing Program Chief and County REAP Administrator will conduct a 6-month review of rental housing properties placed into REAP. If it is found that the landlord is not actively correcting habitability violations, the County Housing Program Chief will make a referral to County Counsel for review and to determine if civil and/or criminal enforcement is appropriate, and whether a receiver should be appointed by the Superior Court to ensure that the required repairs are made. In severe cases, the County may seek to have the rental housing property be ordered by the Court to be sold to a responsible third party.

Additionally, the REAP ordinance provides tenant protections against evictions, rent increases, and retaliation. The ordinance considers the payment of the reduced rent directly into the escrow account the same as if it had been made directly to the landlord and requires the landlord to confirm with the County REAP Administrator that the tenant has not paid rent into the escrow account before initiating eviction proceedings. Moreover, rent increases for the rental housing unit are prohibited for any current tenant for one year after the removal from REAP.

Administrative Due Process

Both the RHH Program and REAP ordinances include a system of administrative due process that requires a confirmation of uncorrected habitability issues and issuance of orders to correct outstanding violations, before being referred to an administrative hearing officer for further enforcement.

Upon confirmation that cited habitability violations have gone uncorrected, the County Housing Program Chief will schedule the property for an administrative hearing before an

administrative hearing officer. During the hearing, the County Housing Program Chief, landlords, tenants, and other interested parties may present evidence to the hearing officer, either through documents or oral testimony, to support their position. Upon completion of the hearing, the hearing officer will serve the written decision within 10 business days on the landlord and all affected tenants. The written decision will provide the findings upon which each of the corrective orders is based.

The administrative hearing officer's decision may be appealed within five calendar days to the Rental Housing Habitability Appeals Board (Appeals Board). This Appeals Board is comprised of a pool of County employees from the participating departments. The Appeals Board members are to be knowledgeable and trained in the relevant California Building Standards and Codes and local housing habitability standards. The issues that can be raised to the Appeals Board are limited in scope, such as whether there was an error or abuse of discretion by the administrative hearing officer, or the decision is not supported by the administrative record. The Appeals Board will provide a written decision within 10 calendar days of the conclusion of the appeal hearing to all interested parties.

Administrative Fines

The RHH Program ordinance provides the County Housing Program Chief with the authority to assess fees, fines, and penalties for the failure to comply with State and local habitability requirements and the need for additional inspections to confirm compliance. When there is a lack of timely compliance to correct a cited habitability violation, the County Housing Program Chief is authorized to impose an administrative fine that may be charged to the landlord of up to \$500. In addition to administrative fines, the County Housing Program Chief also has the authority to charge reinspection fees for any additional inspections that go beyond the initial inspection and reinspections required by the RHH Program. The RHH Program ordinance allows for cost recovery for all administrative actions needed to ensure the correction of all violations. In addition, after an administrative finding of non-compliance, the County Housing Program Chief may refer the rental housing property to County Counsel for civil enforcement actions.

County Counsel has reviewed and approved the proposed ordinances (Exhibit A and B), as to content and form. The Auditor-Controller has approved the methodology of determining the fees as reasonable, based on its review of the Public Health EH worksheets calculating the program costs.

CONTRACTING PROCESS

Public Health will conduct solicitations for tenant and landlord outreach and education services, and property management training, and seek contracts to assist with implementation of these ordinances, as authorized by your Board.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The adoption of these ordinances will change the way rental housing units are inspected for habitability conditions and compliance with State housing law and regulations in the unincorporated areas of the County.

The County workgroup has created the RHH Program and REAP to clearly define each department's areas of responsibility to reduce duplication of efforts and create programmatic efficiencies. To that end, Public Health will be responsible for the RHH Program's routine and complaint inspections. Public Health will create the position of County Housing Program Chief who will be responsible for overseeing all rental housing inspection and enforcement operations. When deemed appropriate, the County Housing Program Chief will refer building permit issues to DPW, potential land use issues to DRP, and REAP or general tenant protections issues to DCBA. In cases of unresolved habitability violations at a rental property, the County Housing Program Chief will present evidence of ongoing violations and make recommendations for the administrative hearing officer to consider. These recommendations can include: placing a rental property into REAP, the ordering of rent reductions, the need for increased reinspections, and the imposition of additional fees and fines needed to require prompt repairs. The County Housing Program Chief will oversee compliance with the orders issued by the administrative hearing officer to ensure that the property owner corrects all outstanding habitability violations.

Additionally, the REAP ordinance creates the position of County REAP Administrator to oversee the REAP operations. DCBA will be responsible for administering REAP, which includes contracting with qualified organizations that will conduct tenant outreach and education to inform tenants of their rights, whose units/properties have been placed into REAP of their rights. The REAP Administrator will collect the per unit per month fee from landlords whose property is ordered included into REAP. The REAP Administrator will also administrate the process for removal of rental properties from REAP when the Program Chief has determined that all significant violations have been corrected.

Based on current inventory of rental housing properties in the unincorporated areas, Public Health believes that the RHH Program will require 15 staff to implement the program, including seven inspectors to conduct routine inspections and investigate complaints, two technicians to post properties in advance of the inspections, three community workers to provide concierge services to tenants in assisting them with their complaints, one Chief to oversee the program, one lead inspector, and one intermediate typist clerk to provide administrative support.

In addition, Public Health will discontinue the current practice of conducting annual, unannounced routine inspections of rental properties with five or more units in the unincorporated areas. These inspections will continue in the incorporated cities that contract with Public Health for services from the Health Officer. This service currently requires three inspectors.

The ordinances would have a major impact on current services provided by Public Health and DCBA, as the RHH Program implements an expansive rental housing inspection and the creation of a REAP unit to operate and administrate.

CONCLUSION

If approved, the ordinances will establish a system that effectively identifies, tracks, addresses, and resolves sub-standard housing conditions for rental housing units in the unincorporated areas of Los Angeles County. The RHH Program will create a collaborative, centralized, and proactive inspection, enforcement, and resolution process that is beneficial to the stakeholders, which ultimately will enhance and strengthen the health and safety of all rental units, improve the lives of the tenants, help property owners to maintain property values, and preserve the housing stock within the unincorporated areas of Los Angeles County.

Respectfully submitted,

BARBARA FERRER, PH.D., M.P.H., M.ED.
Director

RAFAEL CARBAJAL
Director, County of Los Angeles Department of Consumer and Business Affairs

BF:db
#07429

Enclosure

C: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Department of Consumer and Business Affairs
Auditor-Controller
Department of Public Works
Department of Regional Planning
Department of Beaches and Harbors
Treasurer and Tax Collector
Office of the Assessor
Los Angeles County Development Authority

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	2/28/2024	
BOARD MEETING DATE	3/12/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Department of Public Health and Department of Consumer and Business Affairs	
SUBJECT	APPROVAL OF TWO ORDINANCES TO AMEND LOS ANGELES COUNTY CODE, TITLE 8 – CONSUMER PROTECTION, BUSINESS AND WAGE REGULATIONS CODE, TO ESTABLISH A RENTAL HOUSING HABITABILITY AND A RENT ESCROW ACCOUNT PROGRAM AND AUTHORITY TO EXECUTE SERVICE CONTRACTS FOR THE IMPLEMENTATION OF THE PROGRAM IN THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY	
PROGRAM	Environmental Health Division	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
	If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$	Funding source: Permit fees
	TERMS (if applicable):	
	Explanation: The Rental Housing Habitability (RHH) Program which will be in effect starting July 1, 2024, is based on a cost-recovery model, in which annual registration fees cover the annual program implementation costs, including the operation of Rental Escrow Account Program (REAP). This fee will be charged as part of the rental property's annual property tax assessment, and as provided in this Board's April 2022 motion, will permit landlords to pass through 50% of the fee to the tenant. Public Health Environmental Health Division and the DCBA have determined that additional staffing is necessary to implement the RHH Program and the Rental Escrow Account Program respectively, and a budget request will be submitted accordingly.	
PURPOSE OF REQUEST	Request approval of the two ordinances and regulations that create both a proactive Rental Housing Habitability inspection and enforcement program and a Rent Escrow Account Program which will enhance and strengthen the health and safety of all rental housing units with the goal of improving the lives of renters, helping property owners maintain property values, and preserving housing stock within the unincorporated areas of Los Angeles County. Delegate Authority to Public Health and DCBA to execute competitively solicited contracts to implement the RHH program and REAP.	

BACKGROUND (include internal/external issues that may exist including any related motions)	<p>On October 8, 2019, the Los Angeles County Development Authority provided a report to your Board that outlined a proposal for a Rental Housing Habitability Program to adopt a systematic code enforcement system. On April 5, 2022, your Board introduced a motion to establish a RHH Program and REAP in Los Angeles County. Since the April 2022 motion, County Counsel, Public Health, DCBA, and other relevant County departments have met regularly to discuss the formation of a cohesive rental housing inspection program and the necessary additional ordinance enactments to the County Code. Public Health and DCBA have conducted extensive stakeholder and community engagement meetings to provide notice of the proposed ordinances. The public input received guided and informed the County in its efforts to prepare these ordinances.</p> <p>Adoption of the Ordinances and regulations will provide for a comprehensive system of routine inspections that enforces both the State and County housing habitability requirements of all rental housing units within the unincorporated areas of the County as well as provides for an enforcement tool that can be utilized for those housing properties that remain non-compliant and whose housing conditions pose a risk to the health and safety of its residents.</p>
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	<p>Name, Title, Phone # & Email:</p> <ul style="list-style-type: none"> Liza Frias Director of Environmental Health (626) 430-5115 LFrias@ph.lacounty.gov Joshua Bobrowsky Director of Government Affairs, Public Health jbobrowsky@ph.lacounty.gov Vanessa Miranda Deputy County Counsel vmiranda@counsel.lacounty.gov



LA County Rental Housing Habitability and Rent Escrow Account Program

Presenter: Scott Abbott
Assistant Director, Environmental Health
February 28, 2024
Health and Mental Health Cluster Meeting



Overview

- On April 5th, 2022, the Board of Supervisors directed the Department of Public Health (Public Health) to work with County Counsel and other departments to create a Rental Housing Habitability Program (RHHP) and Rent Escrow Account Program (REAP).
- The ordinances, if adopted, would only apply in the unincorporated areas of Los Angeles County.
- The RHHP and REAP ordinances are modeled after the City of Los Angeles' Housing Codes but are tailored to the needs of County residents.
- Both ordinances include a system of administrative due process that provides confirmation of uncorrected habitability issues and issuance of orders to correct outstanding violations, along with fines, remedies, and reinspection fees.

Current Program

Public Health's current housing inspection program is throughout LA County:

- Includes annual inspections of every apartment building with 5 or more units.
- Inspections include speaking with tenants of 10% of the units in multi-unit dwellings (min. of at least 5 units) to determine if they have vermin or maintenance issues.
- If violations are identified, additional units are inspected, including adjacent units to those with vermin violations.
- Non-emergency complaints result in a letter providing landlord 21 days to make corrections. An inspection is conducted if the complainant files a second complaint after 21 days.
- Emergency complaints for sewage discharge, non-working toilets, lack of running water, leaking roof, and lack of heat during winter months result in an immediate investigation with 24 hours provided to correct the violations.
- Limited enforcement tools; need to file misdemeanor charges to impose fines or penalties.

Stakeholder Meetings

- Public Health and DCBA conducted 6 virtual stakeholder and community engagement meetings between March 2023 and January 2024, to solicit and receive public input from tenants, landlords, housing stakeholders, and other interested parties.
- 5 of the 6 meetings were broadcasted in both English and Spanish using Simultaneous Interpretation.

Organizations present at Stakeholder Meetings:

- Landlord Groups - Shores MDR, Marina Del Rey Lessee Association, Los Angeles Property Management Group, Solarentals, Windrich Group, The California Apartment Association, Apartment Association of Greater Los Angeles
- Community Groups - Eastside LEADS, SAJE, Healing and Justice Center, Inquilinos Unidos, Pomona Economic Opportunity Center, Neighborhood Legal Services of Los Angeles County, Keep LA Housed, Legal Aid Foundation of Los Angeles, Alliance of Californians for Community Empowerment, Housing Rights Center, Ground Game Los Angeles, Communities for a Better Environment, SELA Collaborative, Coalition for Economic Survival, and Community Power Collective

GovDelivery Mailings (6/29/23, 7/10/23, and 1/24/24, mtg dates):

- Emails sent to 2,287 tenants, 2,221 landlords, 63 RSU Partner Organizations, and SAJE.
- Board Offices notified for additional distribution.

Emails from Public Health

- 6K plus emails sent to Tenants, Tenants' Organizations, and Landlords (including those on the Rental Registry) and Partner Organizations.
- Flyers in English and Spanish were attached to the emails.

Additional Promotion:

- A flyer was posted on the Public Health, DCBA, DRP and B & H Instagram (social media platform).
- A banner was created for the EH webpage.
- RHH staff distributed 200 flyers throughout SPA 7 for the meeting on 6/29/23.
- A RHH webpage was created with updated information, FAQs, a PowerPoint, and a recording of the January 2024, RHHP and REAP Virtual Stakeholder Meeting
 - Count for RHH webpage hit since 6/1/23 is 2,233.

RHHP and REAP Ordinance

- Public Health held regular meetings with departments and held several stakeholder meetings to share the main components of the ordinances.
- The ordinances will be presented at the Public Hearing Board Meeting on April 16, 2024.
- The RHHP if approved, will be in effect starting July 1, 2024.

Implementation and Enforcement

- DCBA is lead on the implementation of the REAP ordinance.
- Public Health is lead for RHHP and is updating the Housing Inspection Guide and identifying inspector training needs for RHHP.

Web-Based Case Management

- Public Health, in collaboration with the DCBA, LACDA, DRP, and DPW, will develop a web-based case management system for RHHP. This will be included in the implementation of the Accela Enhancement, the update to EH's permitting database and inspection system.
- A dedicated customer call center will be established for RHHP.

Rental Housing Habitability Program (RHHP)

- Covers any living quarters occupied in exchange for rent, whether or not the residential use is legally permitted. This *includes single-family dwellings that are rented*.
- Requires pre-announced inspections of each property at least once every 4 years and potentially for specific properties every 2 years.
- Provides complaint-based inspections to address issues that arise between scheduled inspections.
- Includes effective enforcement mechanisms that encourage repairs and proper maintenance.
- Include notices, fines, penalties for non-compliance, rent reductions, and referrals to the Rent Escrow Account Program.
- Includes administrative hearings to validate recommended enforcement actions with opportunity to appeal to an Appeals Board.
- Based on a cost recovery model, in which annual registration fees cover annual program costs. Landlords are allowed to pass through 50% of cost of registration fees.

Rent Escrow Account Program (REAP)

- REAP would allow the tenant to pay a reduced rent into a Rent Escrow Account managed by the County (DCBA).
- REAP is a consequential program for landlords who remain out of compliance with health and building codes.
- Owner or tenant may submit proof of cost of repairs for reimbursement.
- Tenants may use Rent Escrow Account funds for relocation costs.
- The ordinance provides tenant protections against evictions, rent increases, and retaliation.

Referral into REAP

- County agencies may refer any rental property or residential unit within the scope of this ordinance for inclusion in REAP if certain conditions are met (e.g., construction without permits).

Amount of Rent Reduction

- The County Housing Program Chief shall adopt by regulation, a schedule setting forth the amount by which the rent shall be reduced based on nature of violation, severity of conditions, and history of the property.

The Rental Housing Habitability Program Fees

- \$86 per unit, per year fee.
- Collected as a direct assessment as part of the property taxes.
- The fee covers the following expenses:
 - Covers inspection costs – 7 inspectors, supervision and office support
 - Posting inspection notices – 2 technicians to post notices of inspection
 - Complaint center – 3 community workers
 - Hearing Officers within other County departments
 - Tenant outreach and landlord education – Outside Contractors
 - Software integration between Public Health, DCBA, DRP, and DPW
 - DCBA's personnel costs - 3.5 staff

REAP Administrative Fee

- \$200 per unit/per month administrative fee for units placed in REAP.
- The administrative fee is to be utilized to fund the operations of the REAP:
 - Collection of rent and maintenance of escrow accounts.
 - Reviewing requests for distribution of funds.
- Directly billed to the landlord each month.
- Any unpaid/outstanding fees will be collected from the rent paid into the escrow account for the property, once it is removed from REAP.

Current annual fees based on number of units

Number of Units	Current Fee	RHHP Fee	% Increase
5	\$344	\$430	25%
20	\$355	\$1,720	384%
50	\$453	\$4,300	849%
100	\$453	\$8,600	1798%
620	\$480	\$53,320	11,008%

- Increase in cost due to posting of notice at property in advance of routine inspection, mandatory inspection of every unit, hearing officer implementation, tenant advisory contractors, DCBA personnel costs, and customer concierge service.
- Currently buildings with 4 or less units are not inspected or charged a fee.

Estimate of Multiple Family Dwellings (MFD) and Single-Family Rentals in the Unincorporated Areas

Supervisor District	MFD (Assessor's Records)	SFD (Rental Registry)
1	530	1698
2	924	765
3	5	90
4	246	395
5	382	1481
Total	2087	4429

IMPLEMENTATION STEPS



- Inspections will begin 6 months after adoption of the ordinances.
- Properties with poor compliance history will be inspected first.
- Working with other departments to develop additional training for inspectors.
- Developing the necessary forms, e.g., Notice of Inspection, Notice of Hearing, Hearing Decision Letter.
- New customer call center will be established for RHHP to take all housing complaints.
- New Sharepoint site for Departments to communicate referrals and case status.
- Identifying positions within County departments to serve as administrative hearing officers and sit on the Appeals Board.
- Positions have been requested in the FY 24/25 Budget.
- Initial billing will occur on 2024-25 Property Taxes.

If Adopted:

- Existing inspection program will be discontinued for unincorporated area; existing program will remain in effect in the rest of LAC.
- Prescheduled inspections and reinspections of all rental properties every 4 years.
- Complaint based inspections investigated within 7 days.
- Time extensions available only if work is in progress to correct violations.
- Referrals into REAP for landlords that don't correct violations by compliance dates.
- Opportunity for review by Hearing Officers and Housing Habitability Appeals Board prior to enforcement actions.
- Annual fee of \$86 per unit, per year. Additional fee of \$200 per month for units in REAP.
- Initial billing will occur on 2024-25 Property Taxes.
- New customer call center will be added for RHH calls.

Rental Housing Habitability Program

Environmental Health Division

Los Angeles County Department of Public Health

ehconsultative@ph.lacounty.gov

Interested in learning more about the Rental Housing Habitability Program?

Please visit the RHH web pages:

Home page: <http://ph.lacounty.gov/eh/index.htm>

Housing page: <http://ph.lacounty.gov/eh/business/housing.htm>

RHH page: <http://ph.lacounty.gov/eh/about/rental-housing-habitability-program.htm>

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

DRAFT

CLUSTER AGENDA REVIEW DATE	2/28/2024	
BOARD MEETING DATE	3/19/2024	
SUPERVISORIAL DISTRICT AFFECTED	<input checked="" type="checkbox"/> All <input type="checkbox"/> 1 st <input type="checkbox"/> 2 nd <input type="checkbox"/> 3 rd <input type="checkbox"/> 4 th <input type="checkbox"/> 5 th	
DEPARTMENT(S)	Mental Health	
SUBJECT	Request Approval to Execute New Master Agreements for As Needed Psychiatry Services	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
DEADLINES/ TIME CONSTRAINTS	3/19/2024	
COST & FUNDING	\$ 2,839,534 FY 23-24 \$5,679,107 FY 24-25 \$5,679,107 FY 25-26 \$5,679,107 FY 26-27 <u>\$5,679,107 FY 27-28</u> \$ 25,555,962	Funding source: federal, State, and County Funds
	TERMS (if applicable): Upon Board Approval through June 30, 2028 Explanation:	
PURPOSE OF REQUEST	This Board Letter will allow the Department of Mental Health to award master agreement to qualified agencies and delegate authority to execute new master agreements through a Request for Statement of Qualifications for as needed psychiatry services.	
BACKGROUND (include internal/external issues that may exist including any related motions)	DMH released an RFSQ No. DMH12192023B1 on December 19, 2023 for as Needed Psychiatry Services, as of the completion of the first phase DMH has received four statements of qualifications. The approval to award new master agreements for the provision of as needed psychiatry services will establish a list of qualified agencies that have demonstrated their experience in providing medical personnel. The award of these master agreements will provide DMH the ability to secure temporary or as needed psychiatry services when County employees are not able to provide critical patient care services.	
EQUITY INDEX OR LENS WAS UTILIZED	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please state which one(s) and explain how:	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Curly L. Bonds, Medical Director, (213) 738-4108 cbonds@dmh.lacounty.gov Rachel Kleinberg, Senior Deputy County Counsel, (213) 974-7735 rkleinberg@counsel.lacounty.gov	



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

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

March 19, 2024

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

Dear Supervisors:

**APPROVAL TO EXECUTE NEW MASTER AGREEMENTS FOR AS-NEEDED
PSYCHIATRY SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to award master agreements with multiple qualified agencies that place temporary psychiatrists, and delegate authority to execute new master agreements solicited through a Request for Statement of Qualifications for as-needed psychiatry services.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to execute master agreements for as-needed psychiatry services, substantially similar to Attachment I, with qualified agencies. These master agreements will be effective upon Board approval through June 30, 2028, with two optional one-year extensions through June 30, 2030. These contracts are paid based on hourly rates as included in the billing and payment exhibit. The total funding amount for Fiscal Year (FY) 2023-24 is \$2,839,534, for FY 2024-25 through FY 2027-28 the total funding amount per fiscal year will be \$5,679,107, fully funded by federal, State, and County funds.

2. Delegate authority to the Director, or designee, to prepare, sign, and execute additional master agreements, substantially similar to Attachment I, through June 30, 2028, or until the needs of the County are met, with additional qualified agencies that submit a Statement of Qualifications (SOQs), provided that the agencies meet all the requirements outlined in the Request for Statement of Qualifications (RFSQ) for as-needed psychiatry services. The additional master agreements will become effective upon execution by the Director, or designee, and will expire on June 30, 2028, unless extended for two additional one-year terms through June 30, 2030, or terminated sooner. DMH will notify the Board and the Chief Executive Office (CEO) in writing upon such master agreement execution.
3. Delegate authority to the Director, or designee, to modify the RFSQ for as-needed psychiatry services, including adding, deleting, and/or modifying services and rates, if applicable and based on the needs and requirements of the County.
4. Delegate authority to the Director, or designee, to execute amendments to the master agreements in Recommendations 1 and 2 to: 1) modify or replace the Statement of Work (SOW); 2) provide an increase to the established per hour rates to accommodate hard to recruit specialties, emergent needs, and to address increases in market salaries, provided that sufficient funds are available; 3) waive or modify insurance requirements on a case-by-case basis subject to review and approval by CEO Risk Management and County Counsel; and 4) update and or/change agreement terms and conditions related to federal, State, and County regulatory and/or policy as necessary during the term of the master agreement, subject to review and approval by County Counsel with written notification to the Board and CEO.
5. Delegate authority to the Director, or designee, to terminate the master agreements described in Recommendations 1 and 2 in accordance with the agreement's termination provisions, including Termination for Convenience. The Director, or designee, will notify your Board and CEO, in writing, of such termination action.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of Recommendation 1 will allow DMH to execute master agreements for as-needed psychiatry services with qualified agencies that meet the minimum mandatory requirements of DMH's RFSQ.

Board approval of Recommendation 2 and 3 will allow DMH to: 1) execute Master Agreements with additional qualified agencies that meet the minimum mandatory requirements of DMH's RFSQ; and 2) modify the RFSQ by adding and/or deleting SOWs and rates if applicable, based on the needs of DMH.

Board approval of Recommendation 4 will allow DMH to execute amendments to Recommendations 1 and 2 to: 1) modify or replace the SOW and make corresponding service adjustments 2) increase funding up to ten percent above the funded amount provided that sufficient funds are available 3) waive or modify insurance requirements on a case-by-case basis in consultation with Risk Management and CEO and 4) update and/or change agreement terms and conditions related to federal, State, and County regulatory and or policy, as necessary during the term of the Master Agreement.

Board approval of Recommendation 5 will allow DMH to terminate the Master Agreements in Recommendations 1 and 2 in accordance with the termination provisions, including Termination for Convenience, in a timely manner, as necessary.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal I, Make Investments that Transform Lives, via strategy I.2- Enhance our Delivery of Comprehensive Interventions and County Strategic Plan Goal III, Realize Tomorrow's Government Today, via strategy III.3 Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability.

FISCAL IMPACT/FINANCING

The funding for FY 2023-24 is \$2,839,534 fully funded by federal, State, and County funds. This funding is included in DMH's FY 2023-24 Final Adopted Budget.

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

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The approval to award new Master Agreements for the provision of as-needed psychiatry services will establish a list of qualified agencies that have demonstrated their experience in providing medical personnel as identified in DMH's RFSQ.

Upon execution of the master agreement(s), qualified agencies will provide DMH the ability to secure temporary or as-needed psychiatry services when County employees are not able to provide critical patient care services. DMH will continue to review and accept SOQ submissions through June 30, 2027.

Attachment I is the Master Agreement for as-needed psychiatry services, which has been approved as to form by County counsel.

CONTRACTING PROCESS

DMH released RFSQ No. DMH12192023B1 on December 19, 2023, for as-needed psychiatry services. On January 16, 2024, DMH received four SOQs by the phase one submission deadline. DMH is recommending that your Board delegate authority to DMH to execute master agreements on a flow basis, with qualified agencies for the provision of as-needed psychiatry services.

In accordance with the solicitation process, the RFSQ will remain open through June 30, 2027, or until the needs of DMH are met, allowing new SOQs to be submitted, whereby additional qualified agencies will be awarded a Master Agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to have a pool of Master Agreements for as-needed psychiatrists so that we are able to address the staffing gaps in directly operated and contracted sites by contracting for as-needed psychiatry services.

Respectfully submitted,

LISA H. WONG, Psy.D.
Director

LHW:CDD:KN:SK:ZW:atm

Attachment

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



MASTER AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
AND
(CONTRACTOR)
FOR
AS-NEEDED PSYCHIATRY SERVICES

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**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES,
DEPARTMENT OF MENTAL HEALTH
AND
CONTRACTOR
FOR
AS-NEEDED PSYCHIATRY SERVICES**

This Master Agreement and Exhibits made and entered into on [Click or tap here to enter text.](#) by and between the County of Los Angeles (LAC or County), Department of Mental Health (DMH or Department) hereinafter referred to as “County” and [Click or tap here to enter text.](#), hereinafter referred to as “Contractor”, to provide As-Needed Psychiatry Services.

RECITALS

WHEREAS, the County may contract with private businesses for As-Needed Psychiatry Services when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm specializing in providing temporary or as-needed psychiatry personnel services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Director of the Department of Mental Health or designee to execute and administer this Master Agreement; and

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

1.0 APPLICABLE DOCUMENTS

Exhibits A through I are attached to and form a part of this Master Agreement. 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 Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

Exhibit A	Statement of Work for As-Needed Services
Exhibit B	County's and Contractor's Administration
Exhibit C	Safely Surrendered Baby Law
Exhibit D	Billing and Payment
Exhibit E-1	Certification of Employee Status
Exhibit E-2	Certification of No Conflict of Interest
Exhibit E-3	Contractor Acknowledgement and Confidentiality Agreement
Exhibit E-4	Intentionally Omitted
Exhibit E-5	Contractor Psychiatrist/Nonemployee Acknowledgment and Confidentiality Agreement
Exhibit F	Intentionally Omitted
Exhibit G	Business Associate Agreement Under HIPAA
Exhibit H	Intentionally Omitted
Exhibit I	Charitable Contributions Certification

This Master Agreement and Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a Contract award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this Master Agreement.
- 2.1.2 Contractor's Project Manager:** The individual designated by the Contractor to administer the Master Agreement operations after the Master Agreement award.
- 2.1.3 LACDMH's Master Agreement Program Director (MAPD):** Person designated by Director with authority to negotiate and recommend all changes on behalf of County.
- 2.1.4 LACDMH's Project Director:** Person designated by Director with authority to approve all services in the Master Agreement.
- 2.1.5 LACDMH's Project Manager:** Person designated as chief contact person with respect to the day-to-day administration of the Master Agreement.
- 2.1.6 LACDMH's Staff:** Responsible for coordinating and monitoring the Master Agreement.
- 2.1.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.8 Director:** Director of Mental Health.
- 2.1.9 Department:** The County of Los Angeles Department of Mental Health, which is entering into this Master Agreement on behalf of the County of Los Angeles.
- 2.1.10 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.11 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs all services.
- 2.1.12 Psychiatrist:** a licensed physician specializing in the diagnosis and treatment of mental illness. A psychiatrist provides services to LACDMH clients at LACDMH sites (directly operated and contracted).
- 2.1.13 Qualified Contractor:** A Contractor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum mandatory requirements qualifications listed

in the RFSQ, and has an executed Master Agreement with the Department.

- 2.1.14 Request for Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Vendors to provide services through Master Agreements.
- 2.1.15 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.1.16 Statement of Work:** A written description of tasks and/or deliverables desired by County.

3.0 WORK

- 3.1 Pursuant to the provisions of this Master Agreement, the Contractor must fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein.
- 3.2 If Contractor provides any task, deliverable, service, or other work to County that utilizes individuals other than approved Contractor Personnel, and/or that goes beyond the Master Agreement expiration date, and/or is outside of the work described in Exhibit A – Statement of Work and/or that exceeds reimbursement amounts as specified in the Master Agreement as originally written or modified in accordance with Paragraph 8.1 (Amendments), these will be gratuitous efforts on the part of Contractor for which Contractor will have no claim whatsoever against County.
- 3.3 In the event Contractor defaults three times within a given County fiscal year, then County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default).

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement is effective upon the date of its execution by Director or their designee as authorized by the Board of Supervisors (Board). This Master Agreement will expire on **6/30/2028** unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County will have the sole option to extend the Master Agreement term for up to **two** additional one-year extensions. Each such option and extension will be exercised at the sole discretion of the Director or their designee as authorized by the Board.

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

- 4.3 Contractor must notify the Department when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor must send written

notification to the Department at the address herein provided in Exhibit B (County's Administration).

5.0 PAYMENT

5.1 Reimbursement

Contractor will not be entitled to any payment by County under this Master Agreement except pursuant to validly and satisfactorily completed services. The County has sole discretion to expend some, all, or none of budgeted amounts for as-needed psychiatry services.

5.2 Written Approval for Reimbursement

The Contractor will 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, will occur only with the County's express prior written approval.

5.3 No Payment for Services Provided Following Expiration/Termination of Master Agreement

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

5.4 Invoices and Payments

- 5.4.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor must invoice County per Exhibit D – Billing and Payment.
- 5.4.2 County will not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc.
- 5.4.4 All work performed by, and all invoices submitted by Contractor will be reviewed by appropriate LACDMH staff who will be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.4.5 Invoices under this Master Agreement must be submitted to the address(es) set forth in Exhibit D – Billing and Payment.

5.4.6 Preference Program Enterprises – Prompt Payment Program

Certified Prompt Payment Enterprises (PPEs) will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an approved, undisputed invoice which has been properly matched against documents such as a receiving, shipping, or services delivered report, or any other validation of receipt document consistent with Board Policy 3.035 ([Preference Program Payment Liaison and Prompt Payment Program](#)).

5.5 Default Method of Payment: Direct Deposit or Electronic Funds Transfer

5.5.1 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 will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

5.5.2 The Contractor must 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.

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

5.5.4 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), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF MASTER AGREEMENT – COUNTY

6.1 County's Administration

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

6.2 LACDMH's Master Agreement Program Director (MAPD)

The MAPD has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the Department and Contractor.

6.3 LACDMH's Project Director

LACDMH's Project Director, or designee, is the approving authority for all services and revisions.

6.4 LACDMH's Other Staff

Other/appropriate staff will be assigned for by LACDMH's Project Director.

6.4.1 The responsibilities of LACDMH staff include:

- ensuring that the technical standards and task requirements articulated in the Master Agreement are satisfactorily complied with, and must provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform services;
- coordinating and monitoring the work of Contractor personnel assigned to the Master Agreement Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress;
- coordinating with Contractor's Project Manager, on a regular basis, regarding the performance of Contractor's personnel on each particular project;
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.4.2 LACDMH's staff are not authorized to make any changes in rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Amendments, Paragraph 8.1.

6.5 LACDMH's Project Manager

LACDMH's Project Manager is County's chief contact person with respect to the day-to-day administration of this Master Agreement. LACDMH's Project Manager will prepare, and issue any Amendments and generally be the first person for Contractor to contact with any questions.

7.0 ADMINISTRATION OF MASTER AGREEMENT - CONTRACTOR

7.1 Contractor's Project Manager

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

7.1.2 Contractor's Project Manager will be responsible for Contractor's day-to-day activities as related to this Master Agreement and will coordinate with LACDMH staff on a regular basis with respect to all active services.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B (Contractor's Administration). Contractor must promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff, including, but not limited to, Contractor's Project Manager. Contractor must provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

7.4.1 All of Contractor's staff assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense of the badging.

7.4.2 Contractor is responsible to ensure that staff have obtained a County ID badge before they are assigned to work in a County facility. Contractor personnel may be asked to leave a County facility by a County representative if they do not have the proper County ID badge on their person.

7.4.3 Contractor must notify the County within one business day when

staff is terminated from working under this Master Agreement. Contractor must retrieve and return staff's ID badge to the County on the next business day after the staff has terminated employment with the Contractor.

- 7.4.4 If County requests the removal of Contractor's staff, Contractor must retrieve and return staff's ID badge to the County on the next business day after the staff has been removed from working on the County's Master Agreement.

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Master Agreement who is in a designated sensitive position, as determined by County in County's sole discretion, must undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but will not be limited to, criminal conviction information. The fees associated with the background investigation will be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.
- 7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.
- 7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.
- 7.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.6, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.6 will be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.6.3 Contractor must inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement.
- 7.6.4 Contractor must sign and adhere to the provisions of the Exhibit E3 (Contractor Acknowledgement and Confidentiality Agreement).
- 7.6.5 Contractor will cause each psychiatrist (non-employee) performing services covered by this Master Agreement to sign and adhere to the provisions of Exhibit E5 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

- 8.1.1 The County's Board or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Department.
- 8.1.2 The Director, or their designee may, at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Master Agreement). The Contractor agrees that such extensions of time will not change any other term or condition of this Master Agreement during the period of such extensions. To implement an extension of time, an Amendment to the Master Agreement must be prepared and executed by the Contractor and by the Department.
- 8.1.3 Addition of Skilled Categories/Technical Specializations
An Amendment to the Master Agreement will be prepared and executed by the Contractor and by the Department to add or delete medical personnel categories.

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must 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 must not assign, exchange, transfer, or delegate its rights or duties under this Master Agreement, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this Paragraph, County consent will require a written amendment to the Master Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement will be deductible, at County's sole discretion, against the claims, which the Contractor may have

against the County.

- 8.2.3 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, will be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County will 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 Master Agreement 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 Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Complaints

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

- 8.4.1 Within ten (10) business days after the Master Agreement effective date, the Contractor must provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.
- 8.4.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.
- 8.4.3 If the County requests changes in the Contractor's policy, the Contractor must make such changes and resubmit the plan within ten (10) business days for County approval.
- 8.4.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.4.5 The Contractor must preliminarily investigate all complaints and notify the LACDMH's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.4.6 When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.

- 8.4.7 Copies of all written responses must be sent to LACDMH's Project Manager within one (1) business day of mailing to the complainant.

8.5 Compliance with Applicable Laws

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

8.6 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 will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. Additionally, Contractor certifies to the County:

- 8.6.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.6.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.6.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.6.4 Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

8.7 Compliance with County's Jury Service Program

- 8.7.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).
- 8.7.2 Written Employee Jury Service Policy
 - a) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the [Jury Service Program \(Section 2.203.020 of the County Code\)](#) or that Contractor qualifies for an exception to the [Jury Service Program \(Section 2.203.070 of the County Code\)](#), Contractor must have and adhere to a written policy that provides that its Employees will 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.
 - b) For purposes of this Paragraph, "Contractor" means a person, partnership, corporation or other entity which has a Master Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Master Agreements or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County,

or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such subcontract agreement and a copy of the Jury Service Program must be attached to the agreement.

- c) If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and Contractor must immediately notify County if Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County’s satisfaction that Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that Contractor continues to qualify for an exception to the Program.
- d) Contractor’s violation of this Paragraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of future County Master Agreements for a period of time consistent with the seriousness of the breach.

8.8 Conflict of Interest

- 8.8.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest

in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will 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.

- 8.8.2 The Contractor must comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. 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 must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Paragraph 8.8 will be a material breach of this Master Agreement.

8.9 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-employment List

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor must 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 Master Agreement.

8.10 Consideration of Hiring GAIN/START Participants

- 8.10.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor will 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 Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration will mean that the Contractor will interview qualified candidates. The County will refer GAIN/START participants by job category to the Contractor. Contractors must report all job openings with job requirements to: gainstart@dpss.lacounty.gov and bservices@opportunity.lacounty.gov and DPSS will refer qualified GAIN/START job candidates.

- 8.10.2 In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

8.11 Contractor Responsibility and Debarment

8.11.1 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 Master Agreement. It is the County's policy to conduct business only with responsible Contractors.

8.11.2 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 Master Agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, 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 years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.11.3 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 Master Agreement with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.11.4 Contractor Hearing Board

- a) 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.
- b) The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative will be given

an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

- c) 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 will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
- d) 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.
- e) 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 will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review

decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

8.11.5 Subcontractors of Contractor

These terms will also apply to Subcontractors of County Contractors.

8.12 Contractor's Acknowledgement of County's Commitment to 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 C, in a prominent position at the contractor's place of business. The contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

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

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

- 8.13.2 As required by the [County's Child Support Compliance Program \(County Code Chapter 2.200\)](#) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and will during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will 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).

8.14 County's Quality Assurance Plan

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

8.15 Damage to County Facilities, Buildings or Grounds

- 8.15.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.15.2 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 must be repaid by Contractor by cash payment upon demand.

8.16 Employment Eligibility Verification

- 8.16.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must 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 must retain all such documentation for all covered employees for the period prescribed by law.

- 8.16.2 The Contractor must indemnify, defend, and hold harmless, the

County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.17 Counterparts and Electronic Signatures and Representations

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

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

8.18 Fair Labor Standards

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

8.19 Force Majeure

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

8.19.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor will 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 will 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 Paragraph, the term “subcontractor” and “subcontractors” mean subcontractors at any tier.

- 8.19.3 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.

8.20 Governing Law, Jurisdiction, and Venue

This Master Agreement will 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 Master Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

8.21 Independent Contractor Status

- 8.21.1 This Master Agreement is by and between the County and the Contractor and is not intended, and must 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 must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.21.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County will 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.
- 8.21.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will 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 Master Agreement.

- 8.21.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.22 Indemnification

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

8.23 General Provisions for all Insurance Coverage

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

8.23.1 Evidence of Coverage and Notice to County

- a) Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- b) Renewal Certificates must 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.
- c) Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates must 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.

- d) Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- e) Certificates and copies of any required endorsements must be sent to:

Department of Mental Health
Contracts Development and Administration Division
510 S. Vermont Ave., 20th Floor
Los Angeles, CA 90020
Attention: Contract Administrator

- f) Contractor also must 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 must 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 Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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

8.23.3 Cancellation of or Changes in Insurance

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will 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 must 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 Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.23.4 Failure to Maintain Insurance

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

8.23.5 Insurer Financial Ratings

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

8.23.6 Contractor's Insurance Must Be Primary

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

8.23.7 Waivers of Subrogation

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

8.23.8 Subcontractor Insurance Coverage Requirements

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

8.23.9 Deductibles and Self-Insured Retentions (SIRs)

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

8.23.10 Claims Made Coverage

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

8.23.11 Application of Excess Liability Coverage

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

8.23.12 Separation of Insureds

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

8.23.13 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its

Agents must be designated as an Additional Covered Party under any approved program.

8.23.14 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.

8.24 Insurance Coverage

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

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

- 8.24.2 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 must cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.24.3 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 must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.24.4 Unique Insurance Coverage

- a. Sexual Misconduct Liability

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

b. Professional Liability/Errors and Omissions

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

8.25 Intentionally Omitted

8.26 Most Favored Public Entity

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

8.27 Nondiscrimination and Affirmative Action

8.27.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will 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.

8.27.2 Contractor certifies to the County each of the following:

- That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.

- 8.27.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must 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.
- 8.27.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, 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 Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.27.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.27 when so requested by the County.
- 8.27.7 If the County finds that any provisions of this Paragraph 8.27 have been violated, such violation will constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.
- 8.27.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County will, 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 Master Agreement.

8.28 Non Exclusivity

Nothing herein is intended nor will be construed as creating any exclusive arrangement with Contractor. This Master Agreement will not restrict the Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.29 Notice of Delays

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

8.30 Notice of Disputes

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

8.31 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor must notify its employees, and will 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 must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.32 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will 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 C, Safely Surrendered Baby Law of this Master Agreement. Additional information is available at:

<https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>

8.33 Notices

All notices or demands required or permitted to be given or made under this Master Agreement must be in writing and will 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 A (County's Administration) and B (Contractor's Administration). Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The

Director or their designee will have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.34 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement and for a period of one year thereafter, neither party will 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.

8.35 Public Records Act

8.35.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Paragraph 8.37 (Record Retention and Inspection/Audit Settlement) of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

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

8.36 Publicity

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

- The Contractor must develop all publicity material in a professional manner; and

- During the term of this Master Agreement, the Contractor must not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County will not unreasonably withhold written consent.

8.36.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Paragraph 8.36 (Publicity) will apply.

8.37 Record Retention and Inspection-Audit Settlement

The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor must also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, will have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material must 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 will 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.

8.37.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must 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 Master Agreement. The County will make a reasonable effort to maintain the confidentiality of such audit report(s).

8.37.2 Failure on the part of the Contractor to comply with any of the provisions of this paragraph will constitute a material breach of this

Master Agreement upon which the County may terminate or suspend this Master Agreement.

- 8.37.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference will 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 Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.38 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 Master Agreement.

8.39 Subcontracting

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

- 8.39.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 8.39.3 The Contractor must indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

- 8.39.4 The Contractor will remain fully responsible for all performances

required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

- 8.39.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.
- 8.39.6 LACDMH's MAPD is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.39.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.39.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor must ensure delivery of all such documents to:

Department of mental Health
Contracts Development and Administration Division
510 S. Vermont Ave., 20th Floor
Los Angeles, CA 90020

before any subcontractor employee may perform any work hereunder.

8.40 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 8.13 (Contractor's Warranty of Adherence to County's Child Support Compliance Program), will constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice will be grounds upon which the County may terminate this Master Agreement pursuant to Paragraph 8.42 (Termination for Default) and pursue debarment of Contractor, pursuant to [County Code Chapter 2.202](#).

8.41 Termination for Convenience

- 8.41.1 County may terminate this Master Agreement, and any work/services hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than ten (10) days after the notice is sent.
- 8.41.2 Upon receipt of a notice of termination and except as otherwise directed by the County, the Contractor must immediately:
- Stop services under this Master Agreement, as identified in such notice;
 - Transfer title and deliver to County all completed work and work in process; and
 - Complete performance of such part of the work as would not have been terminated by such notice.
- 8.41.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement must be maintained by the Contractor in accordance with Paragraph 8.37 (Record Retention and Inspection/Audit Settlement).

8.42 Termination for Default

- 8.42.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:
- Contractor has materially breached this Master Agreement;
 - Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required under this Master Agreement issued hereunder; or
 - Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of this Master Agreement, or of any obligations of this Master Agreement 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.
- 8.42.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Paragraph 8.42.1, 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 will 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 will continue the performance of this Master Agreement to the extent not terminated under the provisions of this paragraph.

8.42.3 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.42.2 if its failure to perform this Master Agreement 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 will not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Paragraph 8.42.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.42.4 If, after the County has given notice of termination under the provisions of this Paragraph 8.42, it is determined by the County that the Contractor was not in default under the provisions of this Paragraph 8.42, or that the default was excusable under the provisions of Paragraph 8.42.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.41 (Termination for Convenience).

8.42.5 The rights and remedies of the County provided in this Paragraph 8.42 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.43 Termination for Improper Consideration

8.43.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement 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 Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Master Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.43.2 The Contractor must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.

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

8.44 Termination for Insolvency

8.44.1 The County may terminate this Master Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor will 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.

8.44.2 The rights and remedies of the County provided in this Paragraph 8.44 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.45 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, must fully comply with the County's Lobbyist Ordinance, [County Code Section 2.160.010](#). 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 will constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately

terminate or suspend this Master Agreement.

8.46 Termination for Non-Appropriation of Funds

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

8.47 Validity

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

8.48 Waiver

No waiver by the County of any breach of any provision of this Master Agreement will 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 Master Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.48 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.49 Warranty Against Contingent Fees

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

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

8.50 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 Master Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#).

8.51 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 8.50 (Warranty of Compliance with County's Defaulted Property Tax Reduction Program) will constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.52 Time off For Voting

The Contractor must notify its employees, and must 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 must 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](#).

8.53 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 will require that the Contractor or member of Contractor's staff be removed immediately from performing services under the Master Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

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

8.54 intentionally Omitted

8.55 Compliance with Fair Chance Employment Hiring Practices

Contractor, and its subcontractors, must will comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#), 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.

8.56 Compliance with the County Policy of Equity

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

8.57 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.58 Injury and Illness Prevention Program

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

8.59 Intentionally Omitted

9.0 UNIQUE TERMS AND CONDITIONS

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

- 9.1.1 The parties acknowledge the existence of the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#) and its implementing regulations. Contractor understands and agrees that, as a provider of medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.
- 9.1.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 9.1.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 9.1.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it will indemnify and hold harmless the other party (including the other party’s officers, employees, and agents), for damages to the other party that are attributable to such failure.

9.2 Contractor’s Charitable Activities Compliance

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The “Nonprofit Integrity Act of 2004” ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Contractors to complete Exhibit I (Charitable Contributions Certification), the County seeks

to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Master Agreement termination or debarment proceedings or both. ([County Code Chapter 2.202](#))

9.3 Intentionally Omitted

9.4 Intentionally Omitted

9.5 Intentionally Omitted

9.6 Local Small Business Enterprise (LSBE) Preference Program

9.6.1 This Master Agreement is subject to the provisions of the County's ordinance entitled LSBE Preference Program, as codified in [Chapter 2.204 of the Los Angeles County Code](#).

9.6.2 The Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a LSBE.

9.6.3 The Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a LSBE.

9.6.4 If the Contractor has obtained certification as a LSBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the Master Agreement; and

- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1 This Master Agreement is subject to the provisions of the County's ordinance entitled SE Preference Program, as codified in [Chapter 2.205 of the Los Angeles County Code](#).
- 9.7.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a SE.
- 9.7.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a SE.
- 9.7.4 If Contractor has obtained County certification as a SE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:
 - Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
 - In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than ten percent (10%) of the amount of the Master Agreement; and

- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties will also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Master Agreement is subject to the provisions of the County's ordinance entitled DVBE Preference Program, as codified in [Chapter 2.211 of the Los Angeles County Code](#).

9.8.2 Contractor must not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a DVBE.

9.8.3 Contractor must not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a DVBE.

9.8.4 If Contractor has obtained certification as a DVBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement to which it would not otherwise have been entitled, Contractor will:

- Pay to the County any difference between the Master Agreement amount and what the County's costs would have been if the Master Agreement had been properly awarded;
- In addition to the amount described in subdivision (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent of the amount of the Master Agreement; and

- Be subject to the provisions of [Chapter 2.202 of the Los Angeles County Code](#) (Determinations of Contractor Non-responsibility and Contractor Debarment).

Notwithstanding any other remedies in this Master Agreement, the above penalties will also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Department of Consumer and Business Affairs of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.9 Intentionally Omitted

9.10 Intentionally Omitted

9.11 Intentionally Omitted

9.12 Compliance Survival

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

Paragraph 1.0	(Applicable Documents)
Paragraph 2.0	(Definitions)
Paragraph 3.0	(Work)
Paragraph 5.4	(No Payment for Services Provided Following Expiration/Termination of Agreement)
Paragraph 7.6	(Confidentiality)
Paragraph 8.1	(Amendments)
Paragraph 8.2	(Assignment and Delegation/Mergers or Acquisitions)
Paragraph 8.18	(Fair Labor Standards)
Paragraph 8.19	(Force Majeure)
Paragraph 8.20	(Governing Law, Jurisdiction, and Venue)
Paragraph 8.22	(Indemnification)
Paragraph 8.23	(General Provisions for all Insurance Coverage)
Paragraph 8.24	(Insurance Coverage)
Paragraph 8.33	(Notices)
Paragraph 8.37	(Record Retention and Inspection/Audit Settlement)
Paragraph 8.41	(Termination for Convenience)
Paragraph 8.42	(Termination for Default)
Paragraph 8.47	(Validity)
Paragraph 8.48	(Wavier)
Paragraph 10.0	(Survival)

**AUTHORIZATION OF MASTER AGREEMENT FOR
AS-NEEDED PSYCHIATRIC SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Director, Department OF Mental Health or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 20__.

COUNTY OF LOS ANGELES

By _____
Director

Department of Mental Health

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By _____
Deputy County Counsel

**MASTER AGREEMENT FOR
AS-NEEDED PSYCHIATRY SERVICES**

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**AS-NEEDED PSYCHIATRY SERVICES
STATEMENT OF WORK
Exhibit A**

DRAFT

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Los Angeles County (County or LAC) Department of Mental Health (Department or DMH) seeks to address staffing gaps in LACDMH directly operated and contracted sites by contracting for as-needed psychiatry services.

1.0 Upon request by LACDMH (see Attachment A-1, As-Needed Psychiatry Referral), Contractor will place psychiatrists in LACDMH sites to provide psychiatry services described herein on an as-needed basis, up to seven days per week, including evenings, holidays, and weekends.

2.0 SPECIFIC WORK REQUIREMENTS

Psychiatrists are responsible for any and all duties within their specialty, as authorized by the LACDMH site's administration. All psychiatry services will be provided in accordance with the scope of the physician's licensure and specific terms and conditions contained in this SOW.

2.1 General Psychiatrist Services: Services to be provided hereunder will include, but will not be limited to:

- 1) Psychiatric assessment and treatment;
 - a) Psychiatric assessments will be scheduled at 90-minute intervals and follow-up appointments will be scheduled at 30-minute intervals. Same-day walk-in clinic appointments will be accommodated, as needed.
- 2) Prescribe and manage medication, order laboratory tests, and evaluate test results via utilization of the electronic health record;
- 3) Consult with clinical staff and other service providers regarding patient care and referral for follow-up;
- 4) Participate in multi-disciplinary treatment planning;
- 5) Document services provided as required by LACDMH, including use of an electronic health record;
 - a) Psychiatrist will document findings in LACDMH's electronic health record Integrated Behavioral Healthcare Integrated System (IBHIS) concurrently and claim accordingly.
- 6) Refer clients to primary care and community service providers, as needed;
- 7) Authorize involuntary detention and transfer to hospitals as required;
- 8) Perform urgent and emergent assessment, including risk assessment, de-escalation, and crisis intervention; and
- 9) Authorize and/or deny services as appropriate in the performance of

utilization review.

2.2 Additional Specialized Psychiatrist Services: If applicable, a psychiatrist who is trained and has the requisite experience to treat clients with the following disorders: eating disorders, neurocognitive disorders / pervasive developmental disorders, or obsessive compulsive disorders or to deliver specialized treatment modalities (i.e. trauma-informed therapy, dialectical behavioral therapy, or emergency psychiatry services), then such additional specialized psychiatric services will be made available to LACDMH.

2.3 Crisis-related Telehealth Services, as applicable:

- 1) Urgent psychiatric consults for mobile crisis outreach teams, including whether a client meets criteria for medical necessity and for an involuntary hold and/or would benefit from psychotropic medication in the field to be administered by person(s) or team(s) responding to the crisis in the field; and
 - a. Urgent Psychiatric consult response times will be within 15 minutes of request for consultation by Mobile Crisis Outreach team.
- 2) Psychiatrist will confer with crisis mobile response team to develop a plan of care for client.

2.4 Persons to be Served: Psychiatry services will be provided to diverse client populations of all ages served by LACDMH directly operated and contracted sites. This may include a consultation with mobile crisis outreach teams.

2.5 Assignments:

- 1) Psychiatrists may receive short- or long-term assignments (i.e., a few days to several months), and they may be required to travel between sites at their own expense.
- 2) Psychiatrists assigned to Antelope Valley Mental Health Services and Palmdale Mental Health Clinics will be required to work for no less than 30 days and may be required to travel between sites at their own expense.
- 3) In outpatient clinic sites, new patient intakes will be scheduled for 90 minutes for English speaking clients and 105 minutes for non-English speaking clients. Follow-up appointments will be scheduled for 30 minutes for English speaking clients and 45 minutes for non-English speaking clients. Psychiatry schedules will not otherwise have budgeted time for paperwork or administrative tasks.
- 4) Urgent psychiatric consults for mobile crisis outreach teams, including whether a client meets criteria for medical necessity for an involuntary hold and/or would benefit from psychotropic medication in the field to be administered by person(s) or team(s) responding to the crisis in the field;
- 5) Urgent psychiatric consult response times will be within 15 minutes of request for consultation by a mobile crisis outreach team; and

- 6) Psychiatrist will confer with mobile crisis outreach teams to develop a plan of care for client.

2.6 General Conditions:

2.6.1 Contractor will establish appropriate policies and procedures for psychiatrists who experience an industrial accident while working at a LACDMH site.

- 1) Contractor or psychiatrist will report industrial accidents that occur at a LACDMH site to the LACDMH site's administrator or his/her authorized designee.
- 2) Contractor will give each of its psychiatrists providing services hereunder written instructions on the above policies and procedures.
- 3) A copy of the above policies and procedures will be retained by Contractor and made available to LACDMH upon request for purposes of inspection and audit.

2.6.2 While at a DMH site, psychiatrist(s) will consult with DMH site's Administrator or his/her authorized designee, as needed.

2.6.3 LACDMH may immediately cancel the Contractor's work site agreement and immediately terminate any psychiatrist from providing services at a LACDMH site for the following reasons:

- 1) The psychiatrist fails to comply with the terms of the Contract, including, but not limited to required professional qualifications and eligibility to participate in federally funded health care programs, and
- 2) The conduct of any psychiatrist adversely affects the quality of the services mental health services or poses imminent danger to the life or health of LACDMH clients/employees. This may include but is not limited to repeatedly arriving late, leaving early, refusing to see clients on an as-needed basis when the schedule is open, and repeated or excessive complaints from clients/staff.

3.0 QUALITY CONTROL

The Contractor will establish and utilize a comprehensive Quality Control Plan (Plan) to ensure LACDMH receives a consistently high level of service throughout the term of the Contract. The Plan must be submitted to LACDMH staff for review. The QCP must include, but may not be limited to, the following:

- 3.1** Method of monitoring to ensure that Contractor's staffing requirements are being met and to ensure that Contractor's billing and invoice submission requirements are being met, including submission of invoice corrections.
- 3.2** LACDMH will identify and communicate to Contractor any issues as relating to the performance of any psychiatrist. A record of all inspections conducted by the

Contractor and/or any corrective action taken by Contractor against a psychiatrist, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, must be provided to the County upon request.

- 3.3** Contractor shall provide guidelines and recommendations to assigned psychiatrist regarding compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA) confidentiality measures such as making sure no one can overhear their session, making sure they are in a secure and private location, etc.

3.4 Data Collection

Contractor will submit the following data on a monthly basis to the LACDMH Program Manager of the site where Contractor's psychiatrist is assigned:

- a) Number of cases referred / scheduled;
- b) Number of cases seen;
- c) Average number intakes seen per day, as applicable;
- d) Average number medication checks seen per day, as applicable;
- e) Mobile Crisis Outreach Team consultations and any follow-ups, as applicable;
- f) Average number of concurrent review charts completed per day, as applicable; and
- g) Average number of retrospective review charts completed per day, as applicable.

4.0 QUALITY ASSURANCE PLAN

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

4.1 Monthly Meetings

Contractor is required to attend meeting(s) as requested by LACDMH.

4.2 Contract Discrepancy Report

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

4.2.2 LACDMH'S Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to LACDMH's Project Monitor within five business days, acknowledging the reported discrepancies or presenting contrary evidence.

4.2.3 A plan for correction of all deficiencies identified in the CDR must be submitted to LACDMH's Project Monitor within 10 business days.

4.3 County Observations

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

5.0 RESPONSIBILITIES

LACDMH's and the Contractor's responsibilities are as follows:

LACDMH

5.1 Personnel

LACDMH will administer the Contract according to the Contract, Paragraph 6.0 (Administration of Contract – County). Specific duties will include:

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

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

5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

5.2 Intentionally Omitted

CONTRACTOR

5.3 Contractor's Project Manager

5.3.1 Contractor must provide a full-time Contractor's Project Manager or designated alternate. LACDMH must have access to the Project Manager during hours of operation as defined by LACDMH or as identified in Subsection 5.8 (Contractor's Administrative Office). Contractor must provide a telephone number and e-Mail address where the Project Manager may be reached during normal business hours.

5.3.2 Contractor's Project Manager must act as a central point of contact with the County.

5.3.3 Contractor's Project Manager must have three years of experience as a staffing manager or running staffing operations.

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

5.4 Personnel

- 5.4.1** Contractor will assign a sufficient number of psychiatrists to perform the required clinical services and administrative staff to manage administrative tasks related to the Contract. At least one Contractor employee must be authorized to act for Contractor in every detail and must speak and understand English.
- 5.4.2** Contractor will be required to background check both employee and contracted psychiatrists as set forth in Paragraph 7.5 (Background and Security Investigations), of the Contract. Contracted psychiatrists will not be considered an employee of the County.
- 5.4.3** LACDMH will conduct criminal background investigations (including fingerprints) of all psychiatrists providing services under the Contract.

5.5 Uniforms/Identification Badges

- 5.5.1** Contractor must ensure their staff are appropriately identified as set forth in Paragraph 7.4 (Contractor's Staff Identification), of the Contract.
- 5.5.2** LACDMH will provide each psychiatrist with a photo identification badge with the psychiatrist's name easily visible. Such badge will be worn at all times by psychiatrists while working at LACDMH sites and contracted sites.

5.6 Materials and Equipment

- 5.6.1** While providing services under the Contract, at a LACDMH site and/or via telehealth, LACDMH will provide a computer/laptop to the psychiatrist. Any laptop or other equipment issued to perform services under the Contract remains the property of the County.
- 5.6.2** Damage to County Property: Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County property caused by the Contractor or Contractor's employees or agents or assigned psychiatrists. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.
- 5.6.3** If Contractor fails to make timely repairs, LACDMH may make any necessary repairs. All costs incurred by LACDMH, as determined by LACDMH, for such repairs must be repaid by Contractor by cash payment upon demand or may be withheld from invoice payments at LACDMH's discretion.

5.7 Training and Verification of Professional Qualifications

- 5.7.1** Contractor must provide training programs and continuing in-service training for all employees and contracted psychiatrists providing services under the Contract.

5.7.2 Contractor will ensure that all their employed/contracted psychiatrists providing services under the Contract are credentialed on an annual basis.

5.7.3 Contractor will verify that all psychiatrists meet the professional qualifications described in sub-section 5.7 prior to referring psychiatrists to the LACDMH Office of the Chief Medical Officer ("CMO").

- 1) Contractor will retain and make available to LACDMH, upon request, documentation of all such professional qualifications, as described in sub-section 5.7, for purposes of inspection and audit.
- 2) If at any time it is discovered that a psychiatrist lacks the appropriate licenses and/or certifications, and LACDMH inadvertently utilizes the services of such a person, LACDMH will not pay for the time worked by that individual and they will no longer be allowed to provide services under the Contract.
- 3) Upon request by CMO, Contractor will present qualified psychiatrists to meet the needs of LACDMH sites.
- 4) LACDMH, in its sole discretion, may refuse utilization of a psychiatrist.
- 5) LACDMH will not accept the services of Contractor's psychiatrists with non-immigrant H-1A visa status during the term of the Contract.
- 6) Contractor will, at no cost to the County, make all travel arrangements to and from the County of Los Angeles, California, and will be responsible for providing, or arranging for, housing for out-of-state psychiatrists, as needed.

5.7.4 County Necessary and/or Mandated Staff Training:

5.7.4.1 Psychiatrists providing services hereunder will complete all County mandated trainings. Documentation that psychiatrists have attended mandated training will be retained by the LACDMH mental health site for purposes of inspection and audit.

5.7.4.2 LACDMH will provide LPS designation certification training, as appropriate.

5.7.5 Licenses, Registrations and Certificates: All psychiatrists providing services hereunder must have the following professional qualifications, which must be valid and in force for the entire term of the Contract:

- 1) Certificate of completion of a psychiatric residency training program accredited by the Accreditation Council for Graduate Medical Education (ACGME) or equivalent accrediting body.
- 2) Board eligibility or certification by the American Board of Psychiatry and Neurology, Inc. (ABPN) in General Psychiatry or equivalent.

- 3) Board eligibility or certification in child and adolescent psychiatry, if providing services to children and adolescents.
- 4) Certificate of current Controlled Substance Registration issued by the Drug Enforcement Administration (DEA).
- 5) Physician and Surgeon license issued by the Medical Board of California.
- 6) Eligibility to participate in federally funded health care programs, as verified with the Office of the Inspector General ("OIG") and the Medi-Cal suspended and ineligible list.

5.7.6 Failure to comply with the requirements of this sub-section 5.7, as determined by LACDMH, will constitute a material breach of the Contract upon which LACDMH will give Contractor written notice of material breach. If such breach is not cured within 10 business days following the giving of such "Notice of Material Breach", or reasonable steps are not undertaken by Contractor to cure such default within a reasonable time, then LACDMH may, at its sole discretion, immediately terminate the Contract pursuant to provisions of Paragraph 8.43 (Termination for Default) of the Contract. LACDMH's failure to exercise this right of termination will not constitute waiver of such right, and the same may be exercised at any subsequent time.

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

5.8 Contractor's Administrative Office

5.8.1 Contractor will maintain an administrative office with a telephone in the company's name where Contractor conducts business. The office will be staffed during the hours of 8 a.m. to 5 p.m., Pacific Standard Time (PST), Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract. When the office is closed, an answering service will be provided to receive calls and take messages. **Contractor will answer calls received by the answering service within 24 hours of receipt of the message.**

6.0 HOURS/DAY OF WORK

Psychiatrist services will be provided on an as-needed basis, 24 hours per day, seven days per week (including all holidays). This may include services provided to hospitals, residential treatment settings, and mobile crisis outreach teams.

7.0 INTENTIONALLY OMITTED

8.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS

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

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date: Click or tap here to enter text.		Contractor Response Received: Click or tap here to enter text.
Contractor: Click or tap here to enter text.	Contract No. Click or tap here to enter text.	County's Project Manager: Click or tap here to enter text.
Contact Person: Click or tap here to enter text.	Telephone: Click or tap here to enter text.	County's Project Manager Signature:
Email: Click or tap here to enter text.		Email: Click or tap here to enter text.

A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the **County personnel** identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.

No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
2	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>
3	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>	<u>Click or tap here to enter text.</u>

***Use additional sheets if necessary**

Click or tap here to enter text.

Contractor's Representative Signature

Date Signed

Additional Comments: Click or tap here to enter text.

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
NOTICE OF AS-NEEDED PSYCHIATRY SERVICES MASTER AGREEMENT REFERRAL

To: Los Angeles County - Department of Mental Health
 Clinical Operations - Recruitment Coordinator
 510 S. Vermont Avenue, 22nd floor
 Los Angeles, CA 90020

Date: _____

From:

Contractor Name			
Contractor Contract Person			
Psychiatrist Name			
Proposed Work Location Name			
Work Location Address			
Proposed Date of Assignment Coverage	Start Date	End Date	
Proposed Hours per week			
Proposed Weekly schedule			
Proposed Hourly Rate			

CONTRACTOR

Contractor certifies that the Independent Contractor/Psychiatrist meets the professional qualifications and requirements in the As-Needed Psychiatry Services Master Agreement (the "Agreement").

Authorized Representative Name _____

Authorized Representative Signature _____ Date _____

COUNTY OF LOS ANGELES

DMH Office of the Chief Medical Director clears the independent Contractor/Psychiatrist to render services under the Agreement as follows:

Work Location Name _____

Work Location Address _____

Anticipated date of Assignment _____

Hours to be Worked Weekly _____

Weekly Work Schedule _____

Approved Hourly Rate _____

Associate Medical Director Name _____

Associate Medical Director Signature _____ Date _____

This Form and the assignment of the Independent Contractor/Psychiatrist are subject to the terms and conditions of the Agreement, which are incorporated by this reference herein. Contractor shall be reimbursed only for hours actually worked by the independent Contractor/Psychiatrist.

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

LACDMH'S MASTER AGREEMENT PROJECT DIRECTOR (MAPD):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

LACDMH'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

LACDMH'S PROJECT MANAGER:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

LACDMH'S OTHER STAFF:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S):

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

NOTICES TO CONTRACTOR:

Name: _____
Title: _____
Address: _____

Telephone: _____
Facsimile: _____
E-mail Address: _____

THERE'S A BETTER CHOICE. SAFELY SURRENDER YOUR BABY.

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



Some parents of newborns can find themselves in difficult circumstances. Sadly, babies are sometimes harmed or abandoned by parents who feel that they're not ready or able to raise a child. Many of these mothers or fathers are afraid and don't know where to turn for help.

This is why California has a Safely Surrendered Baby Law, which gives parents the choice to legally leave their baby at any hospital or fire station in Los Angeles County.

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

- 1 You newborn can be surrendered at any hospital or fire station in Los Angeles County up to 72 hours after birth.
- 2 You must leave your newborn with a fire station or hospital employee.
- 3 You don't have to provide your name.
- 4 You will only be asked to voluntarily provide a medical history.
- 5 You have 14 days to change your mind; a matching bracelet (parent) and anklet (baby) are provided to assist you if you change your mind.

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

In 2002, a task force was created under the guidance of the Children's Planning Council to address newborn abandonment and to develop a strategic plan to prevent this tragedy.

Los Angeles County has worked hard to ensure that the Safely Surrendered Baby Law prevents babies from being abandoned. We're happy to report that this law is doing exactly what it was designed to do: save the lives of innocent babies. Visit BabySafeLA.org to learn more.

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

THERE'S A
BETTER CHOICE.
SAFELY SURRENDER
YOUR BABY.



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

Los Angeles County firefighter Ted and his wife Becki were already parents to two boys. But when they got the call asking if they would be willing to care for a premature baby girl who'd been safely surrendered at a local hospital, they didn't hesitate.

Baby Jenna was tiny, but Ted and Becki felt lucky to be able to take her home. "We had always wanted to adopt," Ted says, "but taking

home a vulnerable safely surrendered baby was even better. She had no one, but now she had us. And, more importantly, we had her."

Baby Jenna has filled the longing Ted and Becki had for a daughter—and a sister for their boys. Because her birth parent safely surrendered her when she was born, Jenna is a thriving young girl growing up in a stable and loving family.

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

Anyone with lawful custody can drop off a newborn within the first 72 hours of birth.

Do you need to call ahead before surrendering a baby?

No. A newborn can be surrendered anytime, 24 hours a day, 7 days a week, as long as the parent or guardian surrenders the child to an employee of the hospital or fire station.

What information needs to be provided?

The surrendering adult will be asked to fill out a medical history form, which is useful in caring for the child. The form can be returned later and includes a stamped return envelope. No names are required.

What happens to the baby?

After a complete medical exam, the baby will be released and placed in a safe and loving home, and the adoption process will begin.

What happens to the parent or surrendering adult?

Nothing. They may leave at any time after surrendering the baby.

How can a parent get a baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days by calling the Los Angeles County Department of Children and Family Services at (800) 540-4000.

If you're unsure of what to do:

You can call the hotline 24 hours a day, 7 days a week and anonymously speak with a counselor about your options or have your questions answered.

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

AS-NEEDED SERVICES
MASTER AGREEMENT WORK ORDER
BILLING AND PAYMENT

Contractor Name

MASTER AGREEMENT NUMBER: _____

I. GENERAL

Contractor's Psychiatrist will satisfactorily perform all the tasks and services detailed in the Statement of Work in compliance with the terms and conditions of Contractor's Master Agreement.

- A. Upon reporting to and leaving assigned LACDMH work site, Psychiatrist shall sign in and out on Contractor- provided time sheets during the term of the Contract. LACDMH may request Contractor to use County-provided time sheets during the term of this Contract, in which case a copy of the time sheet shall be sent to the Contractor as the need arises.
- B. LACDMH site may change or cancel a work site agreement without incurring any financial liability upon providing Contractor with at least 14 days prior notice.
- C. If and when Contractor removes Psychiatrist from LACDMH work site premises upon receipt of oral or written notice from LACDMH work site that the actions of the Psychiatrist may adversely affect the delivery of mental health services, Contractor shall bill County for only actual hours, or portion thereof, worked by Psychiatrist prior to their removal.

II. BILLING

- A. Contractor shall bill County monthly in arrears **no later than 30 days from the end of each month** after services were performed at the LACDMH work site, in accordance with terms, conditions, and rates set forth. All invoices (See D-1) shall clearly reflect and provide reasonable details of the services for which invoice is made, including, but not limited to, type of services provided, name of psychiatrist who provided services per LACDMH work site, dates and hours worked per month, and administrative charges, as set forth in the Master Agreement. Each LACDMH work site at which services were provided by the Psychiatrist shall require a separate time sheet.
- B. Contractor shall submit in arrears one original invoice per month with all attached signed time sheets for each Psychiatrist. Weekly, partial, or bi-monthly invoices submitted will be considered incomplete invoices and will not be considered for payment until the invoices are complete and correct with all the requisite time sheets. Monthly invoices shall only include dates of services provided per month per work site and shall not include overlapping months.

C. Contractor will submit all complete invoices under this to:

County of Los Angeles- Department of Mental Health
Office of The Medical Officer-CMO Administration
510 S. Vermont Ave., 22nd Floor
Los Angeles, CA 90020

III. PAYMENT

- A. In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Master Agreement, and/or that utilizes personnel not specified in this Master Agreement, and/or that goes beyond the expiration date of this Master Agreement.
- B. Upon receipt of complete invoices, as determined by LACDMH, LACDMH shall pay Contractor within 30 calendars days. It is the responsibility of Contractor to ensure that invoices are submitted correctly by reviewing time sheets of each Psychiatrist and each invoice prior to submission to LACDMH. LACDMH shall notify Contractor of incorrect and/or discrepant invoices and reconcile invoices before forwarding reconciled invoices to the LACDMH Accounting Division for payment. **Contractor shall submit all corrections requested by LACDMH within 15 calendar days or LACDMH, if not received, at its sole discretion, may delay payment.**
- C. LACDMH shall pay all-inclusive hourly rates for psychiatrist services under this Master Agreement as follows:

<u>Description /Work Sites</u>	<u>Hourly Rate</u>
1. Psychiatry Services - All LACDMH work sites, including tele psychiatry services.	\$258.81
2. Psychiatry Services - LACDMH work sites in the High Desert Area – Incentive for those Psychiatrists commuting 50 miles or more to in-person services	\$310.57
3. Psychiatry Services - Overtime and holiday rates <u>will not</u> be paid.	N/A

The rates set forth in this Exhibit shall be the sole consideration paid by LACDMH to Contractor hereunder. Payment to Contractor shall be only for the actual number of hours worked by the assigned Psychiatrist.

FROM:	TO:
Contractor Name: _____	County of Los Angeles - Department of Mental Health
Contractor Address: _____	Attention: Office of the Chief Medical Officer - CMO Administration
Contractor City, State, Zip: _____	510 S. Vermont Avenue, 22nd Floor
Contractor Phone: _____	Los Angeles, CA 90020
Contact Person: _____	
Contact Email Address: _____	

Master Agreement Number: _____	
Independent Contractor	Worksite Name: _____
Psychiatrist Name: _____	Worksite Address: _____
Month and Year: _____	_____
Date Submitted: _____	Invoice Number: _____

Date Worked	Hours	Hourly Rate	Description	Amount
		\$		\$
Monthly Invoice Total				\$

I hereby certify that the above information is true and correct and that the psychiatry services and administrative costs reflected above are eligible for reimbursement under the terms and conditions of the As-Needed Psychiatry Services Master Agreement between the County and Contractor.

Contractor Authorized Person (Print Name)

Signature

Date _____

I confirm that the time reported above has been verified and approved.		
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Initial Reviewer (Print Name)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date
<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> L.A. County Authorized Person (Print Name)	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Signature	<div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> Date

**AS-NEEDED PSYCHIATRIC SERVICES
MASTER AGREEMENT**

CERTIFICATION OF EMPLOYEE OR CONTRACTED STATUS

Contractor Name

MASTER AGREEMENT NUMBER: _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s) or contracted staff; (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the Master Agreement Attachment A-1 Referral.

EMPLOYEES

- | | | |
|-------|-------------------------------------|-----------------------------------|
| 1. | Contractor <input type="checkbox"/> | Employee <input type="checkbox"/> |
| _____ | | |
| 2. | Contractor <input type="checkbox"/> | Employee <input type="checkbox"/> |
| _____ | | |
| 3. | Contractor <input type="checkbox"/> | Employee <input type="checkbox"/> |
| _____ | | |
| 4. | Contractor <input type="checkbox"/> | Employee <input type="checkbox"/> |
| _____ | | |

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**AS-NEEDED PSYCHIATRY SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

Contractor Name

MASTER AGREEMENT NUMBER: _____

Los Angeles County Code Section 2.180.010.A provides as follows:

“Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county will not contract with, and will reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.”

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above, is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____

MASTER AGREEMENT NUMBER: _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement 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 Master Agreement.

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 Master Agreement. 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 Master Agreement 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 Master Agreement. 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 must 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 PSYCHIATRIST/NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: _____ Non-Employee
(Psychiatrist) Name: _____

County Master Agreement No.:

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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 Master Agreement. 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 Master Agreement 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 will result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____

DATE: _____

PRINTED NAME: _____

POSITION: _____

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" will 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" will 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 will 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 will 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 must 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 must 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 must 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 must 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 must 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 must 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 must 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 must report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3. Business Associate must 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 will 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 must 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 must make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to **(562) 940-3335** that minimally includes:
- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
 - (b) The number of Individuals whose Protected Health Information is involved;
 - (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-

permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate must make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012, PRIVACY@ceo.lacounty.gov**, that includes, to the extent possible:

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

- (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate must 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 must 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 must 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 must ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.
- 6.2 Business Associate must 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 must 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 must immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) must 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) must 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 must 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 must, 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 must 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 must notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access will be provided or denied will 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 must 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 must, 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 must notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment will be granted or denied will be determined by Covered Entity.

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate must 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 must 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 must document the information specified in Section 9.1.1, and must maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate must 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 must notify Covered Entity in writing within five (5) days of the receipt of the request, and must provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting must 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 must comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).

10.2 Business Associate must comply with all HIPAA Rules applicable to Business Associate in the performance of Services.

11. AVAILABILITY OF RECORDS

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

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity will 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 must thereafter restrict or limit its own Uses and Disclosures accordingly.

- 15.2 Covered Entity will 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 will 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 will survive the termination or expiration of this Business Associate Agreement.

17. TERMINATION FOR CAUSE

- 17.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which must be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 17.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

18. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 18.1 Except as provided in Section 18.3, upon termination for any reason or expiration of this Business Associate Agreement, Business

Associate must return or, if agreed to by Covered entity, must 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 will retain no copies of the Protected Health Information.

18.2 Destruction for purposes of Section 18.2 and Section 6.6 will 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 must return or destroy all other Protected Health Information.

18.3.1 Business Associate must 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 must 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 must 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 must ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 18.2.

19. AUDIT, INSPECTION, AND EXAMINATION

- 19.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 17.
- 19.2 Covered Entity and Business Associate will mutually agree in advance upon the scope, timing, and location of any such inspection.
- 19.3 At Business Associate's request, and to the extent permitted by law, Covered Entity will 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, will 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 will 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 will control. Otherwise, this Business Associate Agreement will 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 will 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

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

- ☐ Vendor 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 Vendor 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

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

Signature: _____

Date: _____

Printed Name: _____

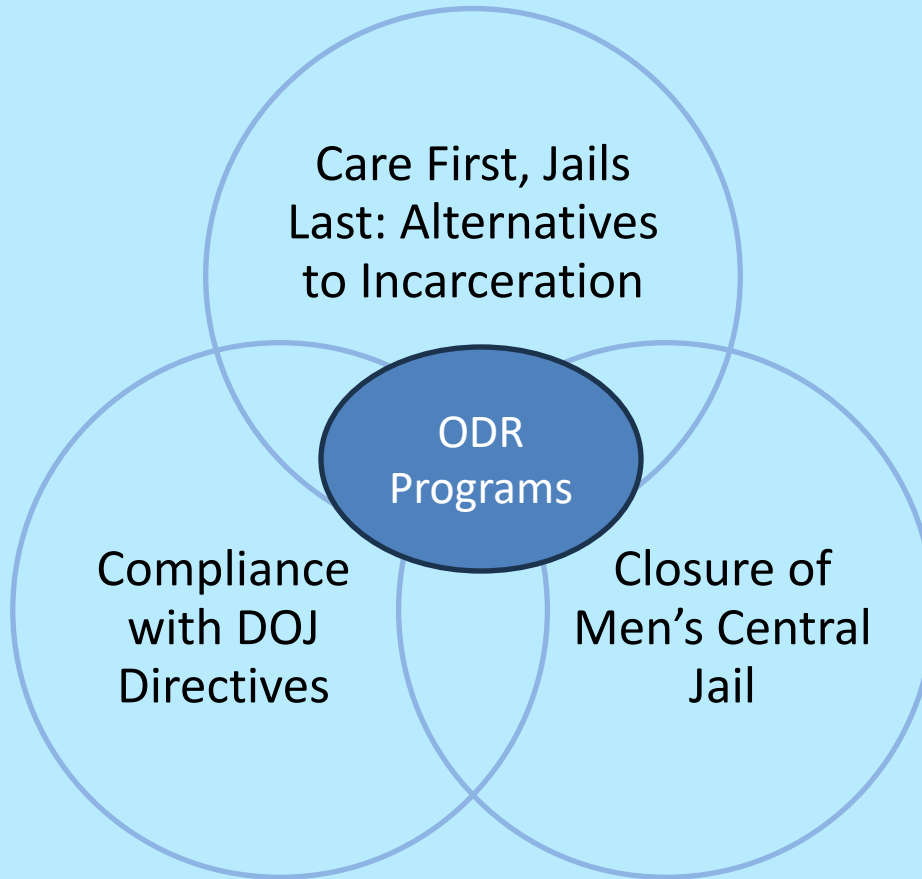
Title: _____

ODR Update for LA County Board of Supervisors

February 28, 2024

Clemens Hong MD MPH

SUPPORTS THE COUNTY'S JUSTICE RELATED GOALS



FROM JAIL TO HOME

More than 10,000 people with serious physical/mental health care needs have been diverted from LA County Jails. Now they're getting the care they need.

TANUOMALEU YOU



“I’ve been through hell”

“[ODR] really did care about me”

“They pulled me up. They held me until I was OK”

CURRENT ODR PROGRAMS

Develop and implement county-wide criminal justice diversion for persons with mental health and/or substance use disorders and provide reentry support services to vulnerable justice involved populations.



ODR
Housing



MIST



FIST



LEAD



Maternal
Health

OFFICE OF DIVERSION AND REENTRY DIVERSION FLOW CHART

Community Based Diversion

The community



Arrest



Law Enforcement
Assisted Diversion
"LEAD"

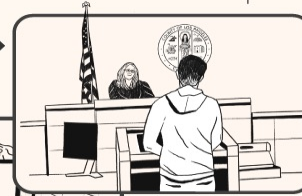


Jail Based Diversion

Jail



Criminal Court



Mental Health Court



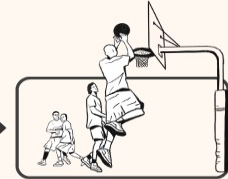
**Maternal
Health**



**ODR
Housing**



Misdemeanor
Incompetent
to Stand Trial
MIST Program



FIST Felony
Incompetent
to Stand Trial

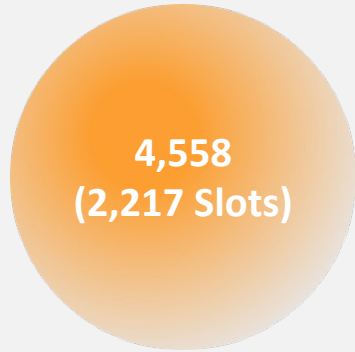
ODR BUDGET OVER FISCAL YEAR 2023-2024

	On-Going	One-Time	Grants	CFCI	Grand Total
Jail Based Diversion	\$ 175.60	\$ 2.25	\$ 128.70	\$ 55.21	\$ 361.76
Community Diversion	\$ 9.94	\$ 4.38	\$ 4.56	\$ 34.24	\$ 53.11
ODR Staffing	\$ 6.61	\$ -	\$ -		\$ 6.61
Skid Row Health Hub (Converted Sobering Center)	\$ 7.19	\$ 5.00	\$ -		\$ 12.19
Grand Total	\$ 199.34	\$ 11.63	\$ 133.26	\$ 89.45	\$ 433.68

Number Served (Current Capacity) by ODR Program – as of December 2023

Total
Released

10,610



ODR Housing & Diversion

Since August 2016

- Integrated Mental Health
- Interim Housing -> Permanent Supportive Housing
- 1,140 permanently housed



MIST-CBR & Diversion

Since October 2015

- Integrated Mental Health
- Interim Housing



FIST CBR, Off-Ramp & DSH Diversion

Since July 2018

- Integrated Mental Health
- Interim Housing
- 586 restored to competency while in jail

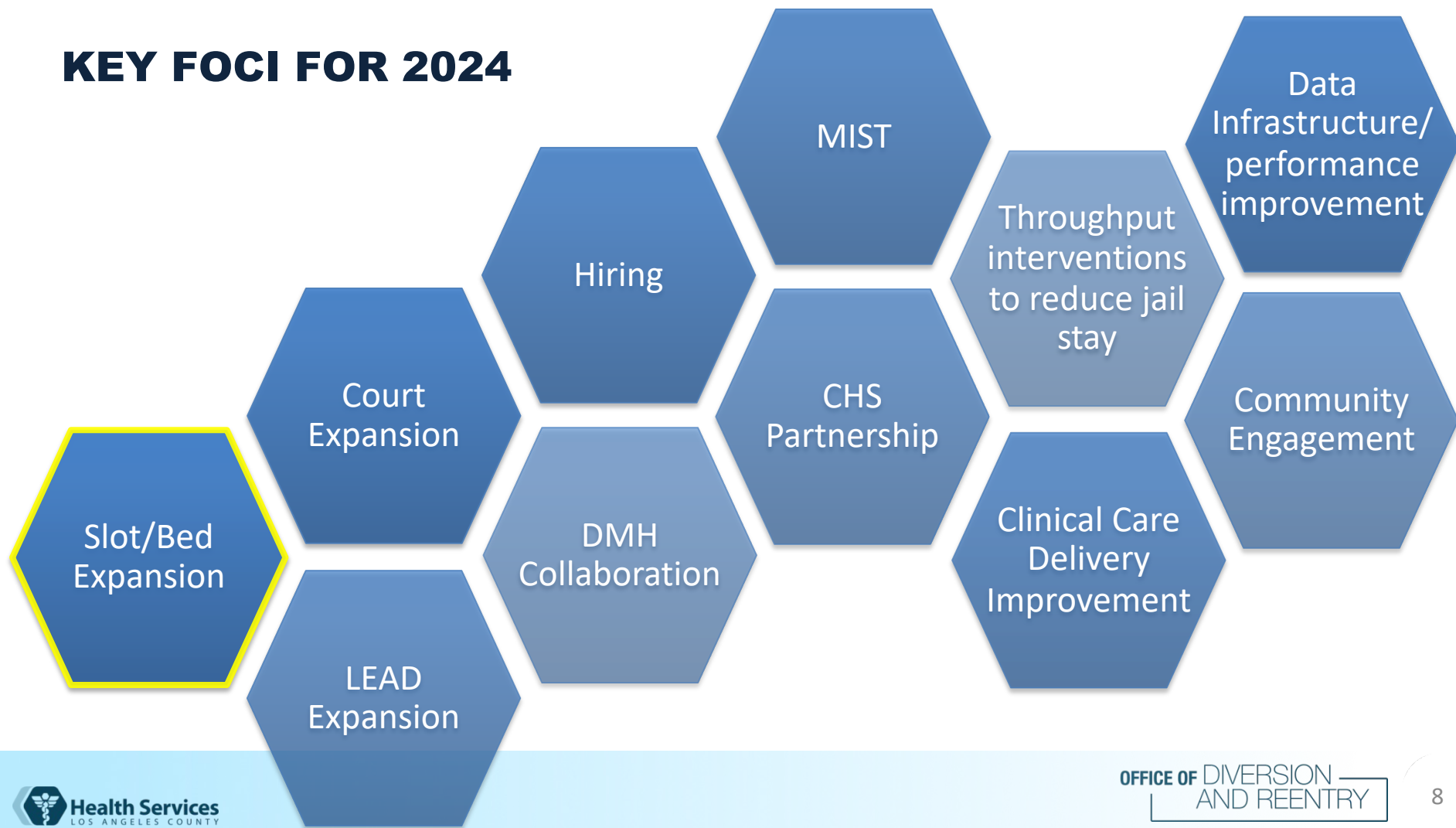


Maternal Health Diversion

Since March 2018

- Integrated Mental Health
- Interim Housing -> Permanent Supportive Housing

KEY FOCI FOR 2024



ODR HOUSING EXPANSION

Funding Source	Number of Slots	Estimated Full Implementation Date
CFCI (round 2)	250	9/15/2023
AB 109/NCC	2200	6/30/2024
MHSA	500	12/31/2024
AB 109	500	12/31/2025
TBD (5/2/2023 Motion)	1000	Not Funded

Current ODR Housing Slots/Beds

Interim Housing Beds	883
PSH Beds/Units*	1222

* Includes Enriched Residential Care



ODR ACUTE/SUBACUTE EXPANSION

Funding Source	Acute Beds	Subacute Beds	Estimated Full Implementation Date
IST Solutions	43	150	June 2027
CFCI (P3/P4)	20	50	TBD

Current ODR Acute/Subacute Beds:

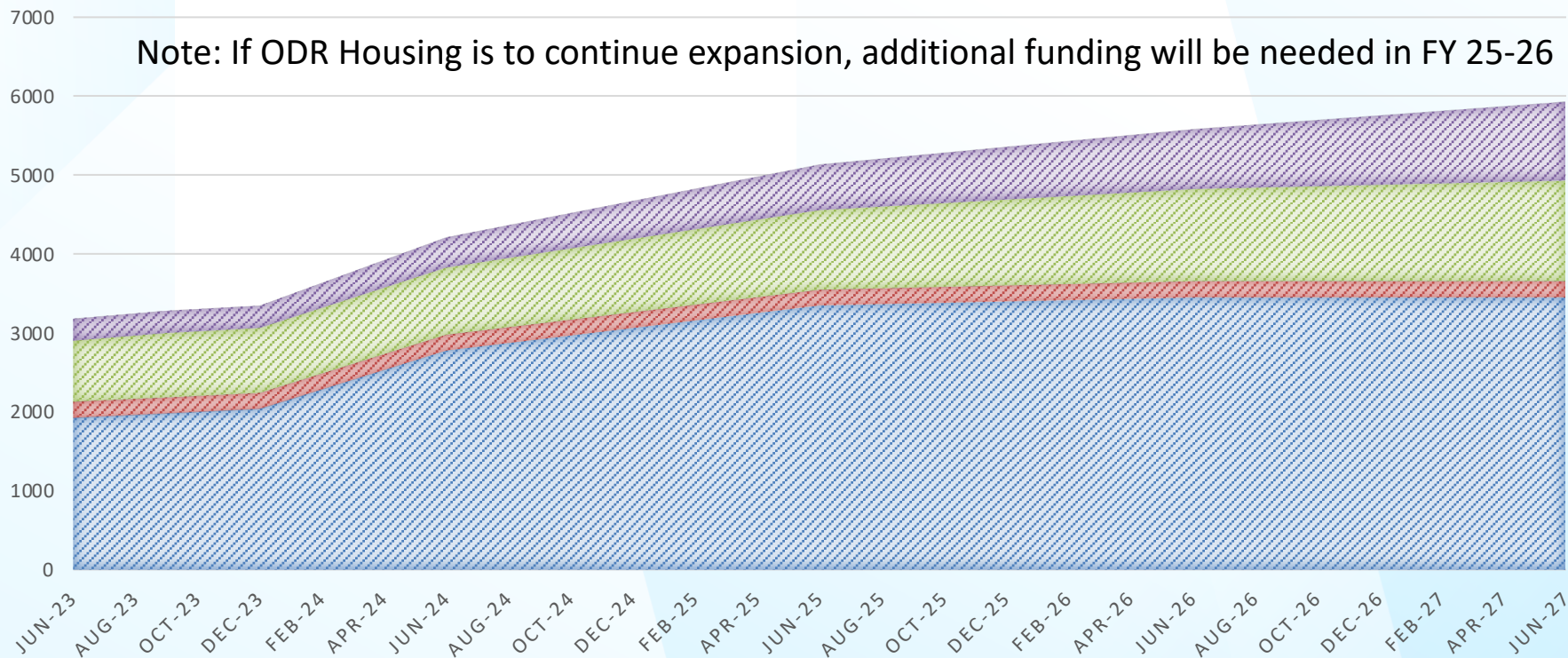
Acute Beds	18
Subacute Beds	29

Total Acute & Subacute
beds at full implementation

310

ODR PROGRAM GROWTH THROUGH FY 26-27

ODRH & Maternal Health Slots MIST Beds FIST Beds LEAD Slots



KEY FOCI FOR 2024

Slot/Bed
Expansion

Court
Expansion

LEAD
Expansion

DMH
Collaboration

Hiring

CHS
Partnership

MIST

Throughput
interventions
to reduce jail
stay

Clinical Care
Delivery
Improvement

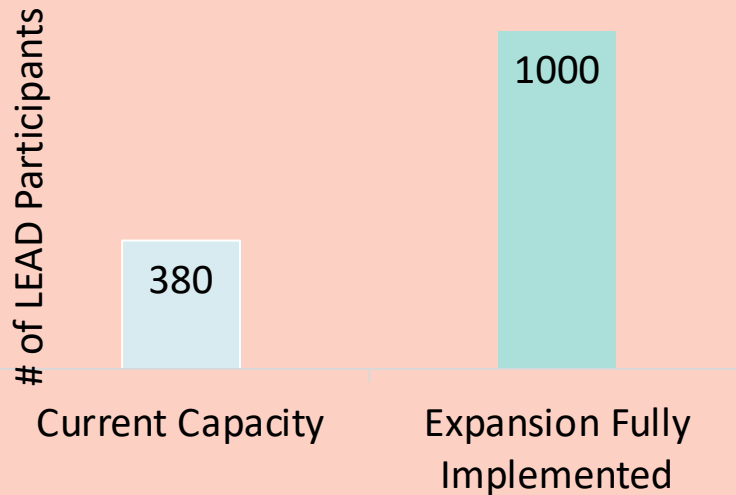
Data
Infrastructure/
performance
improvement

Community
Engagement

LEAD EXPANSION PLANS

Location	SD	LE Agency	JENI Need Category
South LA/ Long Beach (current)	2, 4	LASD, LBPD	Highest
Hollywood/ Rampart (current)	1	LAPD	Highest
East Los Angeles (current)	1	LASD	High
Lancaster/ Palmdale	5	LASD	Highest
Downtown: El Pueblo/ Skid Row/ Central Alameda	1	LAPD	Highest
Venice	3	LAPD	High
Industry/ El Monte/ La Puente	1	LASD	High
Lakewood	4	LASD	Moderate

LEAD Participant Service Capacity



Site Selection Considerations

1. JENI Need Index
2. Law Enforcement Arrest Data
3. Practice-based information
4. Service capacity in area

KEY FOCI FOR 2024



ODR IS WORKING TO EXPEDITE CLIENT IDENTIFICATION & PROGRAM ENROLLMENT



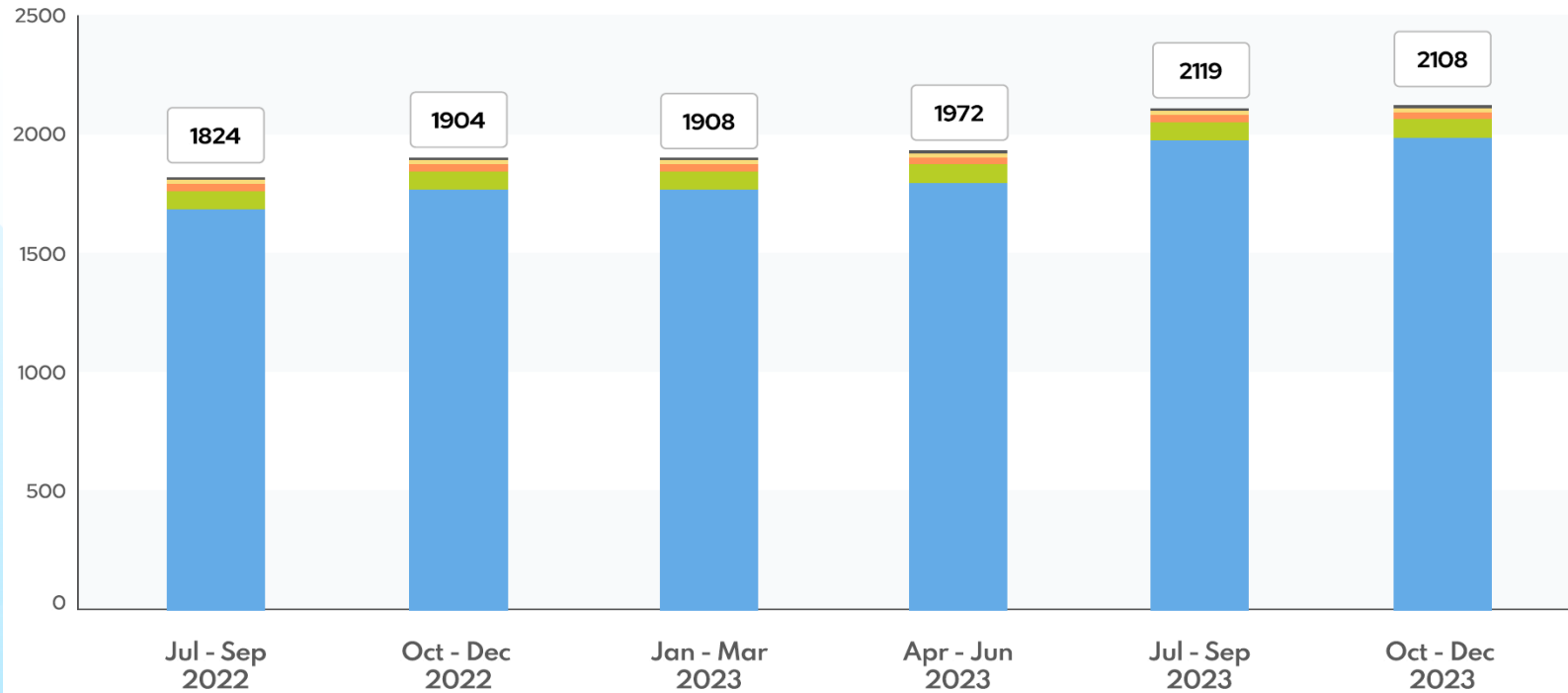
Process Outcome	Client Identified		Evaluated & Affidavit Submitted		Case Calendared & Hearing Held	Placed & Released from Jail
Timeline	Variable		~1-3 wks*		~1-4 wks*	↓ from ~6wks → ~1-3 wks
Current Challenges/ Bottlenecks	<ul style="list-style-type: none"> Reverse referral process of P3 clients slower than referral via portal P2 Expansion 		<ul style="list-style-type: none"> ODR clinical staff shortages for vetting 		<ul style="list-style-type: none"> Court capacity limitations – delayed expansion Issues with transport to courts -> continuations 	<ul style="list-style-type: none"> Lack of acute & subacute beds Acuity of clients in custody
Solutions	<ul style="list-style-type: none"> Work with justice partners & CHS to quickly identify eligible candidates make referrals 		<ul style="list-style-type: none"> Rapid hiring and Court team expansion Jails clinicians to improve quality & timeliness 		<ul style="list-style-type: none"> Expand capacity from 6 to 12 days/month countywide Work with LASD to ensure individuals arrive for court dates 	<ul style="list-style-type: none"> Expand acute & subacute beds Increase capacity for treatment in jail Work with justice partners to divert to subacute settings

* The FIST Program has a longer timeline to evaluation & shorter wait for court hearing compared to ODRH

KEY FOCI FOR 2024

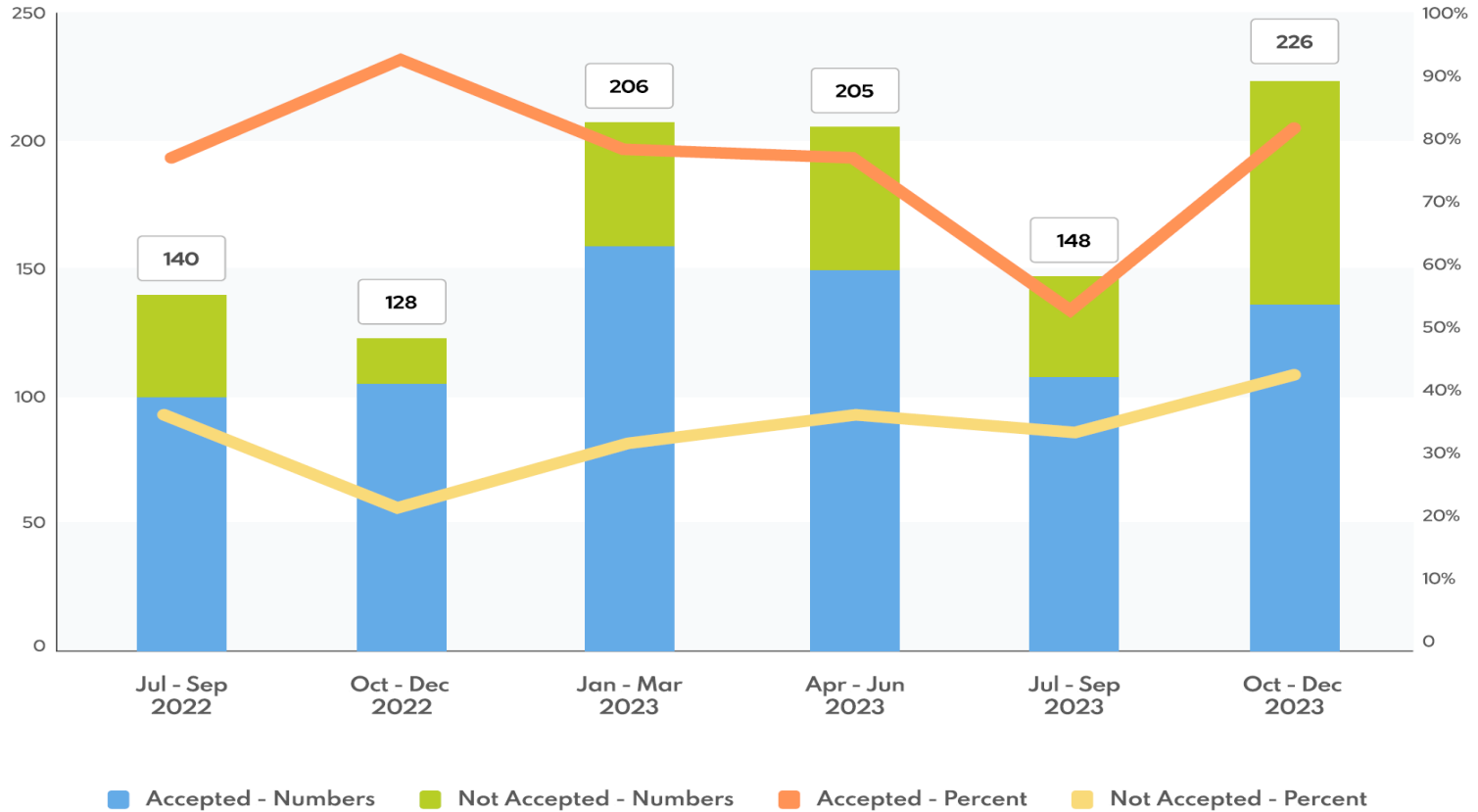


ODR Housing Program Outcomes*

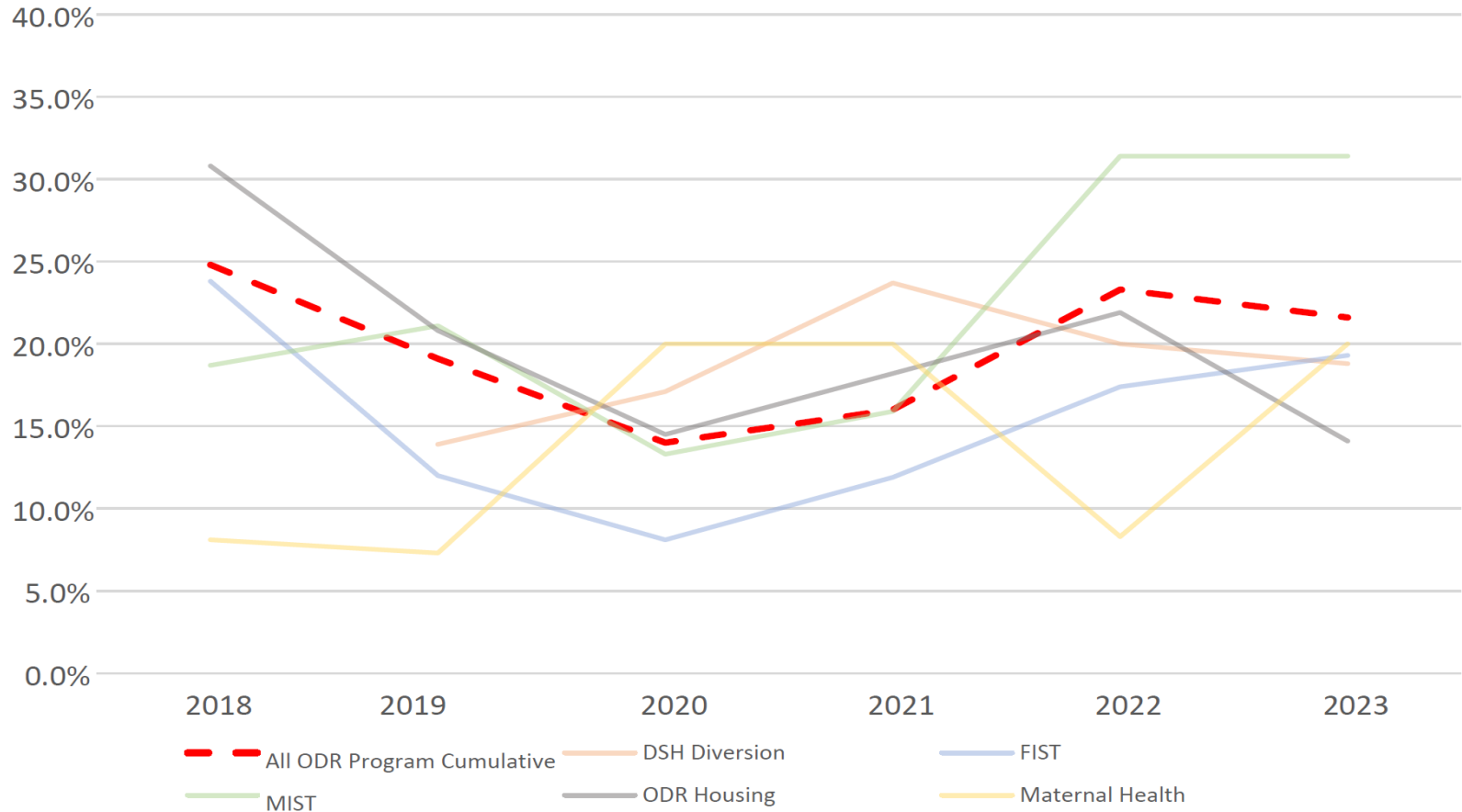


Enrolled in ODR Housing Program Slots Lost to Follow-Up
Transitioned to Non-ODR Permanent Supportive Housing Reincarcerated Deceased

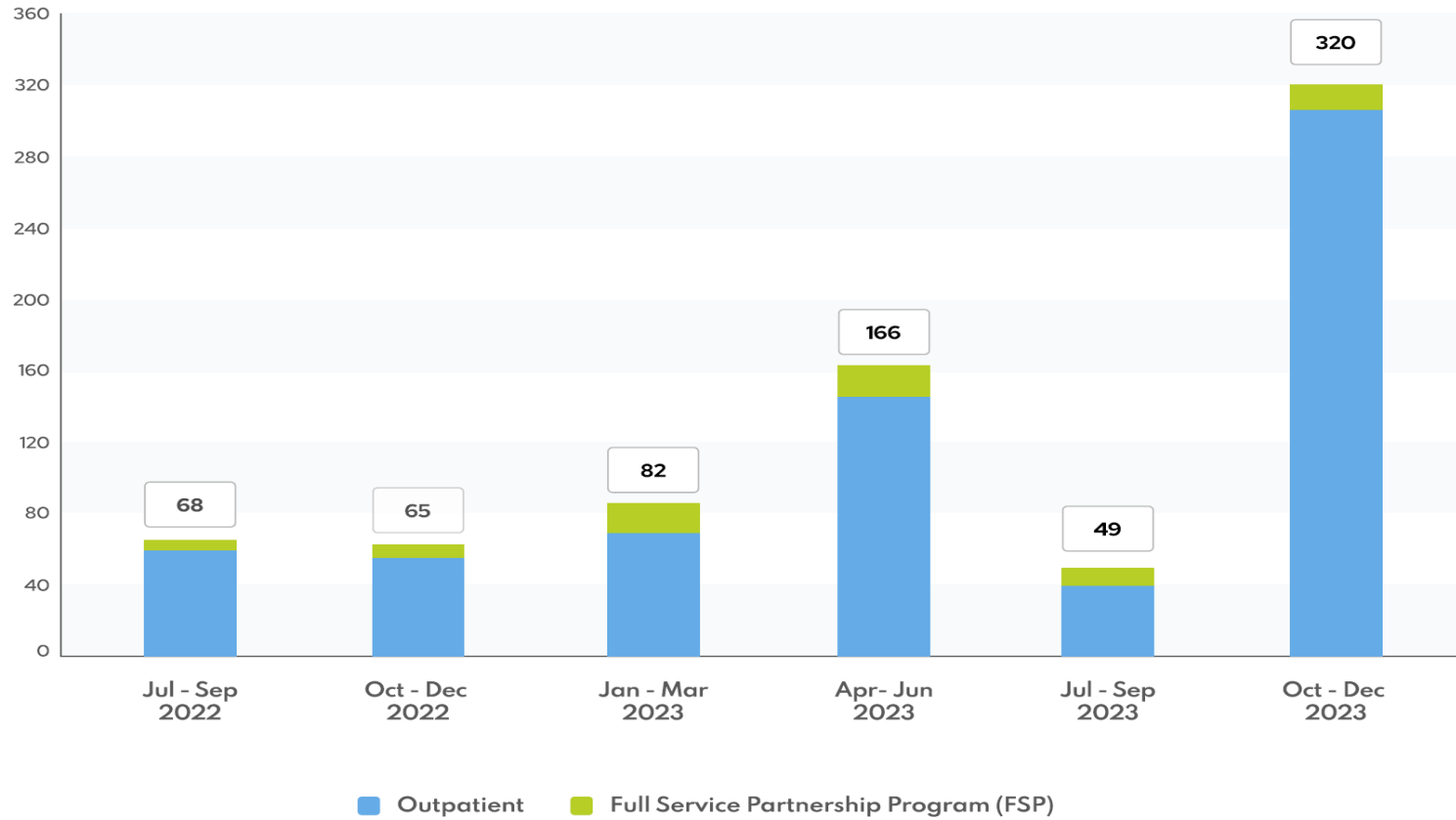
ODR Housing Program Referral Outcomes*



Rearrests within 6 months after ODR Enrollment by ODR Program*



Referrals to the Department of Mental Health Programs*



KEY FOCI FOR 2024



IMMEDIATE NEXT STEPS BY PROGRAM

ODR Housing	<ul style="list-style-type: none"> Working with Courts, housing and case management/housing partners to increase referrals, speed jail releases, add slots/beds and expand program, and improve care Maximize P3 referrals and move to accept P2 referrals and expand acute and subacute bed capacity
MIST	<ul style="list-style-type: none"> Increasing early in-custody treatment to expedite stabilization and release, and minimize program “AWOLs”
FIST	<ul style="list-style-type: none"> Reduce time from commitment to release to 28 days or less Expand acute and subacute bed capacity
Maternal Health	<ul style="list-style-type: none"> Continue to divert expectant mothers from custody and offer Rapid Rehousing to less acute clients (those without SMI)
LEAD	<ul style="list-style-type: none"> Expand to Venice and Industry (LASD station) followed by Downtown LA and the Antelope Valley
Medicaid	<ul style="list-style-type: none"> Expand claiming for CalAIM Enhanced Care Management/Community Supports Evaluate and implement Specialty Mental Health Services billing for psychiatry services

QUESTIONS?

