



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: July 16, 2025

TIME: 9:30 a.m. – 11:30 a.m.

MEETING CHAIR: Tyler Cash, 5th Supervisorial District

CEO MEETING FACILITATOR: Jack Arutyunyan

THIS MEETING IS HELD UNDER THE GUIDELINES OF BOARD POLICY 3.055

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: 880 681 649# or [Click here to join the meeting](#)

For Spanish Interpretation, the Public should send emails within 48 hours in advance of the meeting to ClusterAccommodationRequest@bos.lacounty.gov

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. **Board Motion**

- a. **SD 2:** Adjusting the Safe Maximum Temperature Threshold for Residential Units

III. **Presentation Items:**

- a. **DPH:** Approval of an Ordinance to Amend Los Angeles County Code, Title 11 – Health and Safety, to Establish a Maximum Indoor Temperature

Threshold for Rental Housing Units in the Unincorporated Areas of Los Angeles County

Speakers: Azar Kattan (Deputy Director for Health Protection), Liza Frias (Director, Environmental Health Division), Vanessa Miranda (Deputy County Counsel, Health Services Division)

b. DMH: Approval to Execute Five New Contracts for the Provision of Community and Family Resource Center Services

- IV. Items Continued from a Previous Meeting of the Board of Supervisors or from the Previous Agenda Review Meeting
- V. 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.
- VI. Public Comment
- VII. Adjournment

IF YOU WOULD LIKE TO EMAIL A COMMENT ON AN ITEM ON THE HEALTH AND MENTAL HEALTH SERVICES CLUSTER AGENDA, PLEASE USE THE FOLLOWING EMAIL AND INCLUDE THE AGENDA NUMBER YOU ARE COMMENTING ON:

HEALTH_AND_MENTAL_HEALTH_SERVICES@CEO.LACOUNTY.GOV

MOTION BY SUPERVISOR HOLLY J. MITCHELL

July 29, 2025

Adjusting the Safe Maximum Temperature Threshold for Residential Units

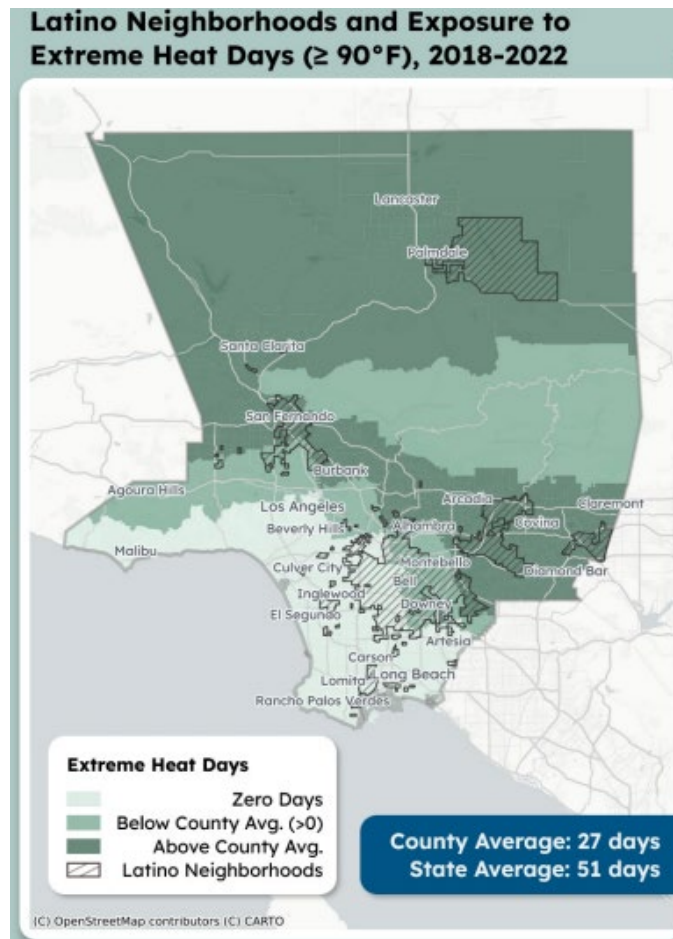
On January 23, 2024, the Los Angeles County (County) Board of Supervisors (Board) passed a [motion](#)¹, aimed at mitigating the impacts of extreme heat. The motion uplifted the Department of Public Health's (Public Health) [March 2023](#) recommendation for a maximum temperature threshold of 82 degrees Fahrenheit in all habitable rooms where there is an active cooling unit and 86 degrees Fahrenheit if there is evaporative cooling or no cooling unit. However, the January 2024 motion established a maximum temperature threshold of 82 degrees Fahrenheit for all habitable rooms in the County unincorporated residential units to not have a two-tiered system that could "cause confusion amongst landlords and tenants."

A key aspect of this motion involved soliciting public input through a series of stakeholder meetings organized by Public Health, allowing for community feedback and the possibility of future revisions to the ordinance. A recurring concern raised by stakeholders was the misalignment with the original March 2023 Public Health report back recommendation. Although a two-tier system may seem more complicated for the public, it provides essential flexibility for small property owners whose units lack existing cooling systems. It also addresses concerns about one-size fits all approach by recognizing that units in different parts of the County, such as those closer to the coast versus more inland locations, may experience varying temperatures. This is supported by the University of California, Los Angeles' Latino Policy and Politics Institute's [Climate and Health Dashboard](#)², which shows that certain neighborhoods in the County face different levels of heat exposure and vulnerability due to factors such as geography, land use and infrastructure (Attachment A). Moreover, the Arizona cities of Phoenix, Tempe, and Tucson, which experience clusters of days with temperatures exceeding 100 degrees have implemented two-tier system with the same, or nearly the same, thresholds. In Public Health's original recommendation, they stated: "mandating thresholds based on

¹ <https://file.lacounty.gov/SDSInter/bos/supdocs/188049.pdf>

² <https://latinoclimatehealth.org/>

heat index (which includes humidity) would be more precise”, and now there’s this new report which offers guidance on how to measure heat.



Attachment A:

Another key concern is the County’s limited enforcement authority, particularly for residential units within jurisdictions that have adopted the County’s Title 11 Health and Safety code, such as the City of Los Angeles. When a jurisdiction adopts Title 11 and any updates to Title 11, it grants Public Health the authority to conduct habitability-related inspections in rental units within that jurisdiction. However, Public Health cannot directly enforce violations found during inspections; only the individual jurisdiction can impose fines to the property owner or use other enforcement mechanisms to resolve habitability issues. Given this, it is critical to understand and address the existing gaps in coordination with jurisdictions who adopt Title 11, such as the City of Los Angeles. Public Health should be working with the Los Angeles Housing Department to strengthen collaboration

between both jurisdictions to ensure health related housing violations, including future indoor maximum temperature regulations, are identified, referred and properly resolved, using all tools available at the city's disposal.

Over the last year, several ordinances have been implemented to strengthen tenant protections and habitability, including, an update to the Rent Stabilization and Tenant Protections Ordinance rent increase formula, Right to Counsel, as well as the launch of the Rental Housing Habitability Program. Landlords, especially small property owners, are navigating and adapting to the new housing landscape as a result of these new laws. Additionally, many County residents, including small property owners, may be facing new and currently unknown economic challenges particularly in the wake of January 7, 2025, wildfire events and the Board's subsequent action to provide an eviction moratorium to prevent more Angelenos from losing housing. This landscape underscores the need for a balanced approach, clarity, and alignment that considers the requirements of both property owners and tenants.

I THEREFORE MOVE THAT THE BOARD OF SUPERVISORS:

1. Direct County Counsel, in consultation with the Department of Public Health (Public Health), Chief Sustainability Office, Department of Public Works, Department of Regional Planning, Department of Economic Opportunity, Department of Consumer and Business Affairs, and other applicable departments, to update the draft ordinance in 90 days with additional language that:
 - a. Establishes a safe maximum indoor temperature for rental dwellings in LA County unincorporated areas:
 - i. 82 degrees Fahrenheit in all habitable rooms if there is an active cooling unit and;
 - ii. 86 degrees Fahrenheit if there is evaporative cooling, or no cooling unit.
 - b. Includes an enforcement process geographically informed by the LA County's heat vulnerability map.

- c. Includes a section that outlines Tenant Violations that addresses when tenants refuse to comply with installation or repairs and describe what property owners are required to do to resolve an outstanding violation of the ordinance.
 - d. Clarifies enforcement timeline and how property owners can file for extension if they need additional time to come into compliance.
- 2. Direct the Chief Executive Officer to work with the Los Angeles City Attorney, Los Angeles Housing Department, and Public Health to provide recommendations for coordinating educational efforts regarding implementation of the heat ordinance should the City of Los Angeles adopt related changes made to Title 11.

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(PL/VG)

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter☐ Board Memo☐ Other

CLUSTER AGENDA REVIEW DATE	7/16/2025	
BOARD MEETING DATE	8/5/2025	
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	
SUBJECT	APPROVAL OF AN ORDINANCE TO AMEND LOS ANGELES COUNTY CODE, TITLE 11 – HEALTH AND SAFETY, TO ESTABLISH A MAXIMUM INDOOR TEMPERATURE THRESHOLD FOR RENTAL HOUSING UNITS IN THE UNINCORPORATED AREAS OF LOS ANGELES COUNTY	
PROGRAM	Environmental Health Division	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
SOLE SOURCE CONTRACT	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No – Not Applicable If unsure whether a matter is subject to the Levine Act, email your packet to EOLevineAct@bos.lacounty.gov to avoid delays in scheduling your Board Letter.	
DEADLINES/ TIME CONSTRAINTS		
COST & FUNDING	Total cost: \$	Funding source: Permit fees
	TERMS (if applicable):	
	Explanation: The Maximum Indoor Temperature Threshold fee will be incorporated into the Rental Housing Habitability Program (RHHP) fee, upon review and approval by the Auditor-Controller. Approval of the fee will be sought separately. Enforcement of the maximum temperature threshold will commence after the fee has been approved but no earlier than January 1, 2027..	
PURPOSE OF REQUEST	Requesting approval for the adoption of the Maximum Indoor Temperature Threshold Ordinance amending Chapter 11.20 of Title 11-Health and Safety Code to enhance public health and safety by: (1) requiring all rental housing units to maintain a maximum indoor air temperature of 82 degrees Fahrenheit in all habitable rooms; (2) requiring landlords to provide a safe and code-compliant method to maintain the maximum indoor temperature; (3) allowing tenants to install portable cooling devices or other non-mechanical cooling methods, as long as they do not conflict with the requirements set forth in the Ordinance, and (4) authorizing the Department of Public Health (Public Health) to establish guidelines for the implementation and enforcement of this Ordinance.	

BACKGROUND (include internal/external issues that may exist including any related motions)	<p>In March 2023, Public Health released a report titled “Investigating Safe Maximum Indoor Temperature Thresholds to Assist Heat Vulnerable Tenants and Workers in High-Risk Workplaces”, recommending maximum indoor temperature thresholds and an approach for establishing a policy in Los Angeles County. In its initial report, Public Health recommended two maximum thresholds: 82 degrees if cooled by air conditioning and 86 degrees if cooled by evaporative cooling.</p> <p><u>Board Motion</u> On January 23, 2024, via motion, your Board directed Public Health to work with the Chief Sustainability Office, Department of Consumer and Business Affairs, and County Counsel to develop an ordinance identifying one maximum indoor temperature threshold for rental housing units in Los Angeles County. The motion asked for a “simpler, single-tiered system” that can be implemented through the Health and Safety Code.</p> <p>Since the January 23, 2024, motion, Public Health, Chief Sustainability Office, County Counsel, and other relevant County departments met to discuss draft amendments to the County Code. As part of this effort, Public Health contracted with Estolano Advisors to conduct interviews and workgroups to gather feedback, expertise, and insight from key stakeholders, experts, and government officials. Public Health also held six virtual stakeholder meetings in late 2024 and early 2025 to review the draft ordinance and gather public feedback.</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



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

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BOARD OF SUPERVISORS

Hilda L. Solis
First District

Holly J. Mitchell
Second District

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Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District

DRAFT

August 5, 2025

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 AN ORDINANCE TO AMEND LOS ANGELES COUNTY CODE,
TITLE 11 – HEALTH AND SAFETY, TO ESTABLISH A MAXIMUM INDOOR
TEMPERATURE THRESHOLD FOR RENTAL HOUSING UNITS IN THE
UNINCORPORATED AREAS OF LOS ANGELES COUNTY**

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

SUBJECT

Request approval of the enclosed ordinance that amends Los Angeles County Code, Title 11 – Health and Safety Code to establish a maximum indoor temperature threshold for all rental housing units in the unincorporated areas of Los Angeles County and in cities that adopt the Los Angeles County Code. The proposed ordinance will enhance and strengthen the health and safety of occupants residing in rental housing units by ensuring indoor temperatures do not reach levels that are dangerous to health.

IT IS RECOMMENDED THAT THE BOARD:

Introduce, waive reading, and place on the agenda for adoption, the enclosed Ordinance (Exhibit A) amending Los Angeles County Code, Chapter 11.20 of Title 11 – Health and Safety Code to establish a maximum indoor temperature threshold of 82 degrees Fahrenheit to prevent heat-related health impacts. The ordinance establishes authority for the Department of Public Health (Public Health) to establish a maximum indoor temperature threshold for rental housing units in the unincorporated areas of Los Angeles County (LAC) and provides Public Health the ability to enforce in the event there are violations. Enforcement of this ordinance will begin January 1, 2027, or upon approval of the Rental Housing Habitability Program (RHHP) fee as currently set forth in

Los Angeles County Code Chapter 8.53.050, to account for cost recovery associated with this new requirement, whichever is later.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In March 2023, Public Health released a report titled “[Investigating Safe Maximum Indoor Temperature Thresholds to Assist Heat Vulnerable Tenants and Workers in High-Risk Workplaces](#),”¹ recommending maximum indoor temperature thresholds and an approach for establishing a policy in LAC. LAC is increasingly experiencing higher temperatures and longer heat waves, leading to health and safety risks, heat-related illnesses, and worsened chronic illnesses. Public Health researched heat impacts and similar maximum indoor temperature threshold policies in other jurisdictions and proposed initial recommendations, including the recommendation that workplace heat standards can only be set by the State.

On January 23, 2024, your Board motioned and directed Public Health to work with the County of Los Angeles (County) Chief Sustainability Office, Department of Consumer and Business Affairs (DCBA), and County Counsel to develop an ordinance identifying a single maximum indoor temperature threshold for rental housing units in LAC. The motion asked for a “simpler, single-tiered system” that can be implemented through the Health and Safety Code.

Subsequent to the January 2024 motion, Public Health, Chief Sustainability Office, County Counsel, and other relevant County departments met to discuss draft amendments to the County Code. As part of this effort, Public Health hired a contractor to conduct interviews and workgroups to gather feedback, expertise, and insight from key stakeholders, experts, and government officials. The contractor worked with Public Health to identify representatives of different stakeholder groups and recruited and interviewed 10 experts and facilitated six workgroups with: (1) building and energy technical experts; (2) landlords and real estate professionals; (3) legal service providers; (4) tenants’ rights groups and community-based organizations (CBOs); (5) tenants; and (6) local jurisdictions with similar policies. The contractor’s final report on the engagement strategy informed Public Health on development of the ordinance.

In late 2024 and early 2025, Public Health conducted additional stakeholder and community engagement sessions to provide notice of proposed changes and receive feedback, which further shaped the proposed ordinance. During these meetings, public input was received from tenants and landlords, housing stakeholders, and other interested parties. Public Health held six public virtual meetings at various times of day and week, two each in November and December 2024 and February 2025, with live translation into Spanish, Mandarin, and Cantonese. Feedback from the engagement

¹ The report did not make a recommendation regarding high-risk workplaces or mobile homes, as those are regulated by the State.

meetings was shared with Board offices for discussion prior to finalizing the draft ordinance.

Adoption of the Ordinance, will amend Chapter 11.20 of Title 11 – Health and Safety Code to enhance public health and safety by: (1) requiring all rental housing units to maintain a maximum indoor air temperature of 82 degrees Fahrenheit in all habitable rooms; (2) requiring landlords to provide a safe and code-compliant method to maintain the maximum indoor temperature; (3) allowing tenants to install portable cooling devices or other non-mechanical cooling methods, as long as they do not conflict with the requirements set forth in the Ordinance, and (4) authorizing Public Health to establish guidelines for the implementation and enforcement of this Ordinance. The tenant protection provisions connected with the installation of portable cooling devices or other non-mechanical cooling methods, will go into effect thirty (30) days from the date of final passage by the Board of Supervisors, but enforcement of the maximum indoor temperature will commence on January 1, 2027, or upon approval of the fees associated with the cost for this Chapter, whichever is later.

Implementation of Strategic Plan Goals

The recommended action supports North Star 2, Foster vibrant and resilient communities, with a focus area goal of public health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The fee associated with the Maximum Indoor Temperature Threshold ordinance will be incorporated into the RHHP fee and will be determined in accordance with Auditor-Controller review and approval. While the fee package is still in development and may be subject to change, it is anticipated that new work pursuant to this ordinance will require an estimated \$7.77 fee increase per covered unit. Public Health will return to your Board for approval of new fees, and to submit requests for additional staffing through the budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board has broad authority to adopt the proposed Ordinance that will apply to the unincorporated areas of LAC and in cities that adopt the Los Angeles County Code. The Ordinance pertains to all rental housing units and properties, with some limited exceptions², and all rental housing properties that are required to be registered in the County's Rent Registry System.

² Owner occupied units, short-term rentals subject to Chapter 7.96 of the County Code, mobile homes or recreational vehicles, mobile home parks or recreational vehicle parks, rental properties subject to routine habitability inspections by other local, State or federal government agencies and vacant properties.

The Ordinance will require landlords to ensure that rental housing units can maintain a temperature of 82 degrees Fahrenheit or below in every habitable room. To facilitate passive cooling, i.e., cooling using non-mechanical methods, and early compliance prior to the effective enforcement date, inspectors will provide information to tenants and landlords during regular inspections on passive cooling strategies and best practices with home cooling.

Beginning January 1, 2027, tenant complaints will be assigned to the RHHP inspectors for investigation. Public Health will take an education-first approach starting January 1, 2027, or upon approval of the fee, whichever is later, when responding to complaints, providing education on the Ordinance and effective cooling strategies that can be utilized by both the landlord and tenant. Once landlords have exhausted passive cooling options without achieving compliance with the temperature threshold, they may be required to explore the addition of mechanical cooling such as air conditioning units or heat pumps. In cases where retrofits are needed to achieve compliance, landlords will be allowed to request up to a two-year extension to complete the needed work.

Consistent with existing County policy, landlords of fully covered rental units located in the unincorporated areas of LAC, will not be permitted to pass through costs of needed retrofits to tenants without submitting the appropriate application to DCBA in accordance with the Rent Stabilization and Tenant Protections Ordinance (RSTPO), Los Angeles County Code Chapter 8.52, Section 8.52.070. The existing review process allows landlords to request to pass through 50% of capital improvement costs over an amortization period, although rent increases are capped at three percent (3%) for fully covered units, four percent (4%) for Small Property Landlords; or five percent (5%) for luxury units. DCBA has discretion to allow pass-throughs exceeding the rental cap if determined the landlord is not receiving a fair return on their property. The pass-through costs associated with the installation of portable cooling, or “window”, units will not be allowed under RSTPO.

If a tenant wishes to install additional cooling through portable cooling devices or non-mechanical cooling methods, they are allowed to do so under this Ordinance. Tenants wishing to install additional cooling will be required to notify the landlord prior to installation. Installation must comply with existing building codes, the manufacturer’s written safety guidelines and recommendations for use of the device. Tenants may not alter or modify the rental unit to carry out the installation.

Tenants located in the unincorporated areas of LAC facing harassment and/or retaliation for exercising their rights as described in the Ordinance by installing portable cooling devices, will be afforded the anti-harassment and/or retaliation protections set forth in the County’s RSTPO.

To incentivize and promote compliance with the Ordinance, County Internal Services Department (ISD) created a dedicated website offering free technical assistance and

resources for landlords and tenants to support early adoption. The website, www.CoolHealthyHomes.org, will be live mid-July. The website will include information on the ordinance and enforcement, tips on how to stay cool, information on tenant's rights, financial help, technical resources, and more.

Tenants and landlords in unincorporated LAC will also be able to access technical assistance through Clean Power Alliance's (CPA) Energy Team that provides free expert help on electrical upgrades, cooling strategies, financial rebates, and more. Additionally, low-income California Alternate Rates for Energy (CARE) and Family Electric Rate Assistance (FERA) customers are eligible for a discounted energy-efficient air conditioner from CPA's Instant AC Savings Program.

County Counsel has reviewed and approved the proposed Ordinance (Exhibit A), as to content and form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Public Health anticipates that adoption of this Ordinance will require at least two new inspectors to offset the additional time needed to respond to indoor air temperature complaints as part of the RHHP.

CONCLUSION

If adopted, the amended Ordinance will establish a maximum indoor temperature threshold in rental housing units in the unincorporated areas of LAC and in cities that adopt the Los Angeles County Code, to address negative heat-related health impacts.

Respectfully submitted,

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

BF:db
#08248

Enclosure

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

ANALYSIS

This ordinance amends Chapter 11.20 of Title 11 – Health and Safety of the Los Angeles County Code to establish a maximum indoor temperature threshold for rental housing units. The ordinance:

- Requires that rental housing units in the unincorporated areas of Los Angeles County and in cities that adopt the Los Angeles County Code must be able to maintain a maximum indoor temperature of 82 degrees Fahrenheit in all Habitable rooms;
- Allows tenants to provide additional cooling methods, if done in a safe and code-compliant way;
- Updates tenant protections to ensure code-compliant cooling practices are not a cause for eviction and restricts landlords from passing on the cost of certain equipment installation onto tenants; and
- Adopts an effective date of thirty (30) days from the date of final passage by the Board of Supervisors and an enforcement date beginning on January 1, 2027, to provide time for outreach and education efforts, or upon approval of the fee as set forth in Chapter 8.53.050 to account for cost recovery, whichever is later; and
- Allows landlords of already existing rental properties to request an extension of two years for compliance if unable to meet the maximum indoor temperature requirement through portable cooling methods by the enforcement date.

DAWYN R. HARRISON
County Counsel

By 
VANESSA MIRANDA
Deputy County Counsel

VM:mac

Requested	8/21/24
Revised	6/10/25

ORDINANCE NO. _____

An ordinance amending Chapter 11.20 of Title 11 – Health and Safety of the Los Angeles County Code to establish a maximum indoor temperature threshold for rental housing units.

The Board of Supervisors of the County of Los Angeles ordains as follows:

SECTION 1. Section 11.20.130 is hereby added to read as follows:

11.20.130 Portable Cooling Device.

"Portable Cooling Device" means a self-contained mechanical device designed to cool a Habitable room that includes devices that are temporarily affixed or mounted and/or secured for use but can be easily removed or relocated without permanent attachment to the structure. This includes, but is not limited to, portable air conditioners, evaporative coolers, and window-mounted air conditioning units. A Portable Cooling Device may operate using electricity, water evaporation, or other methods to reduce air temperature.

SECTION 2. Section 11.20.475 is hereby added to read as follows:

11.20.475 Maximum Indoor Temperature Threshold.

A. For purposes of this Section, the terms Landlord, Tenant, Rental Housing Property, and Rental Housing Unit have the same meanings as stated in Chapter 8.53 of this Code.

B. Cooling Requirements. Every Rental Housing Unit must be able to maintain a maximum indoor temperature of not more than 82 degrees Fahrenheit in all Habitable rooms which are defined in Section 11.20.090.

C. Landlord Duty. The Landlord must provide a safe and code-compliant method in which all Habitable room(s) can be maintained at the maximum indoor temperature of not more than 82 degrees Fahrenheit.

D. Tenant Installation of Portable Cooling Device. A Landlord may not prohibit or restrict a Tenant from installing or using, at Tenant's own cost, a Portable Cooling Device or other non-mechanical cooling methods, including, but not limited to, blackout curtains, window films, or shades, to provide additional cooling below 82 degrees Fahrenheit as long as such installation and use does not:

1. Violate building codes, or State, local, or federal law;
2. Violate the manufacturer's written safety guidelines and recommendations for use for the Portable Cooling Device; or
3. Require the Tenant to alter or modify the Rental Unit as a result of such installation.

E. Prior to installing a Portable Cooling Device or other non-mechanical cooling method with the exception of a portable electric fan, the Tenant must provide five (5) calendar days advance written notice to the Landlord, either electronically or through written communication. Any Portable Cooling Device or other non-mechanical cooling method installed in a Habitable room(s) which was acquired by a Tenant, at Tenant's own cost, shall remain the property of the Tenant. The Tenant shall be responsible for any damage to a Rental Housing Unit or Rental Housing Property caused by a Tenant's installation or use of a cooling method as listed above.

F. Pass-through Costs. The installation of a Portable Cooling Device used to maintain a Habitable room(s) at the maximum indoor temperature of 82 degrees Fahrenheit is not considered a capital improvement and not allowed as a pass-through cost to Tenants who reside in a Fully Covered Rental Unit as set forth in Chapter 8.52 of this Code.

G. Temperature Measurement. All temperature measurements shall be taken at a distance three (3) feet above the floor level in the center of the Habitable room(s).

H. Tenant Protections. A Landlord must not retaliate against or harass a Tenant for exercising rights protected under this Section. Violations are subject to the remedies and penalties set forth in Section 8.52.130.

I. Enforcement. For the purposes of this Section, Rental Housing Properties and/or Units, located within the unincorporated areas of the County, that have an initial complaint filed with the department for non-compliance with this requirement will be provided with additional time to bring the Rental Housing Property and/or Unit into compliance prior to being subject to the inspection and enforcement provisions as set forth in Sections 8.53.105 and 8.53.120 of this Code.

J. Fees. Every Rental Housing unit shall be required to pay a fee as set forth in Section 8.04.720 of this Code.

K. Effective Date. The provisions of this Chapter shall go into effect thirty (30) days from the date of final passage by the Board of Supervisors. Enforcement for failure to comply with provisions of this Chapter related to maintaining a maximum indoor temperature of not more than eighty-two (82) degrees Fahrenheit in

Rental Housing Units shall commence on January 1, 2027, or upon approval of the fee as set forth in Chapter 8.53.050 to account for cost recovery for the department associated with this Chapter, whichever is later.

L. Adoption of Ordinance by Cities. This ordinance shall be effective within the territorial jurisdiction of each city that incorporates the entirety of this ordinance into its municipal code by adoption or resolution, with the exception of the protections afforded for Fully Covered Rental Units under the County's Rent Stabilization and Tenant Protections Ordinance in Chapter 8.52 of this Code, as set forth in Section F above.

M. Extensions. If a Landlord is unable to comply with this Section through the installation of a Portable Cooling Device, or other non-mechanical cooling methods, upon written application by a Landlord, an extension may be granted by the Director or their designee for up to an additional two (2) years to come into compliance for Rental Housing Units beyond the effective enforcement date of January 1, 2027.

[CH11PT1VMCC]



Maximum Indoor Residential Temperature Threshold Ordinance

Azar Kattan

Deputy Director, Health Protection Bureau

July 16, 2025



January 23, 2024, Board Motion Directives 1 and 2

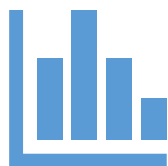
Conduct stakeholder engagement (renters, landlords, public health professionals, and other relevant groups)

- Seek stakeholder input on how to equitably establish, define, implement, and enforce relevant policy for rental units

Draft ordinance establishing a safe maximum indoor temperature for rental dwellings in LA County

- Single maximum indoor temperature threshold
- Require that all rental housing be “cooling ready”
- Utilize the Health and Safety Code
- Use a phased implementation approach
- Include anti-displacement provisions
- Update tenant protections
- Include a plan to incentivize landlords

Process for Developing an Indoor Maximum Temperature Threshold Ordinance for Rental Units



Preparation and
analysis of information
gathered



Policy questions,
decision-making,
drafting ordinance



Stakeholder Review



Final Draft

Preparation and Analysis of Information Gathered



Review of ordinances from other jurisdictions



Literature review



AB 209 Final Report

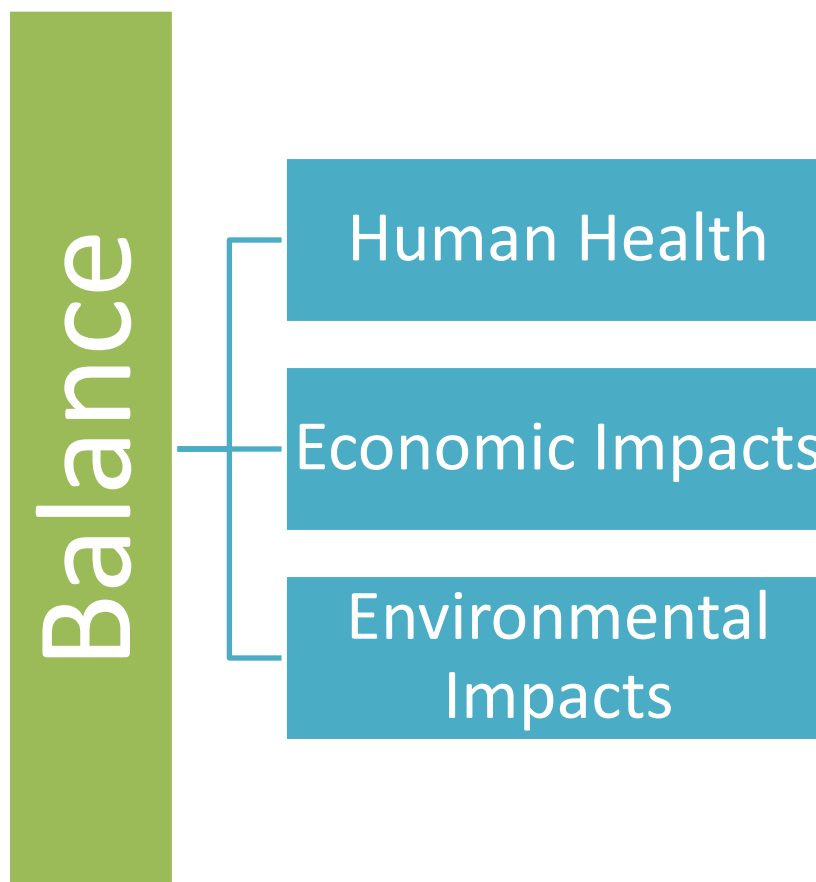


Building stock review



Stakeholder engagement

Policy Considerations and Decision-Making



Feedback from Virtual Stakeholder meetings

	Tenants	Landlords
General reaction	Comments generally support establishing the ordinance	Comments were generally against establishing the ordinance
Costs	Concern about electricity costs Need for financial aid	Costs to retrofit, need financial assistance Concern that tenants won't be able afford use Lost affordable housing – more homelessness
Enforcement	Complaint-based is not effective Concern about temperature verification	Not clear how temperature is verified What is tenant's responsibility?
Temperature requirement	Should be lower Should require A/C	Should be higher Shouldn't be required in coastal areas
Other concerns	Need for educational and technical assistance support through CBOs	Impacts on electrical grid Environmental impacts

Changes / Updates to Draft Ordinance

- Definition of “Portable Cooling Device”
- Name of section, “Comfort Cooling,” changed to “Maximum Indoor Temperature Threshold”
- Pass-through of costs
- Enforcement and extension of time to comply
- Fees
- Effective dates
- Clarification on adoption of Ordinance by Cities

Recommended Revisions to Title 11, Health and Safety Code: “Maximum Indoor Temperature Threshold”

- 82° Fahrenheit maximum indoor residential temperature threshold
 - Landlord’s responsibility to ensure all habitable rooms can maintain the temperature
- Tenants may add additional cooling through portable cooling devices or non-mechanical cooling methods
 - Will require notification to landlord
 - Will prohibit retaliation or harassment

Reliance on Rent Stabilization and Tenant Protection Ordinance (RSTPO)



Proposed ordinance maintains consistency with RSTPO.

- Pass-through of costs to tenants would follow RSTPO process
 - Would require application and DCBA review and decision
 - Subject to rent increase cap (although DCBA has discretion to exceed cap)
 - Costs of installation of portable cooling cannot be passed through
- Tenant protections in RSTPO implemented by Department of Consumer and Business Affairs (DCBA) would apply

Applicability of the Proposed Ordinance

What Rental Units would be Covered?

- All residential rental properties within unincorporated LA County areas

What Rental Units would not be Covered?

- Owner occupied units in Rental Housing Properties
- Mobile homes, or mobile home parks, recreational vehicles, or recreational vehicle parks
- Properties that are subject to routine inspections for habitability by other local, state, or federal government agencies
- Vacant units/properties

Implementation

Enforcement

- Complaint-based response
- Education approach for both landlords and tenants on passive cooling practices
- Potential 2-year extension to comply if retrofits are necessary

Fees and Implementation Costs

- A small fee increase to Rental Housing Habitability Program (RHHP) unit cost to cover costs of complaint response and inspections

Effective dates

- 30 days after final approval tenants may add portable or non-mechanical cooling
- January 1, 2027, enforcement of temperature threshold begins (or later, depending on date fees approved)

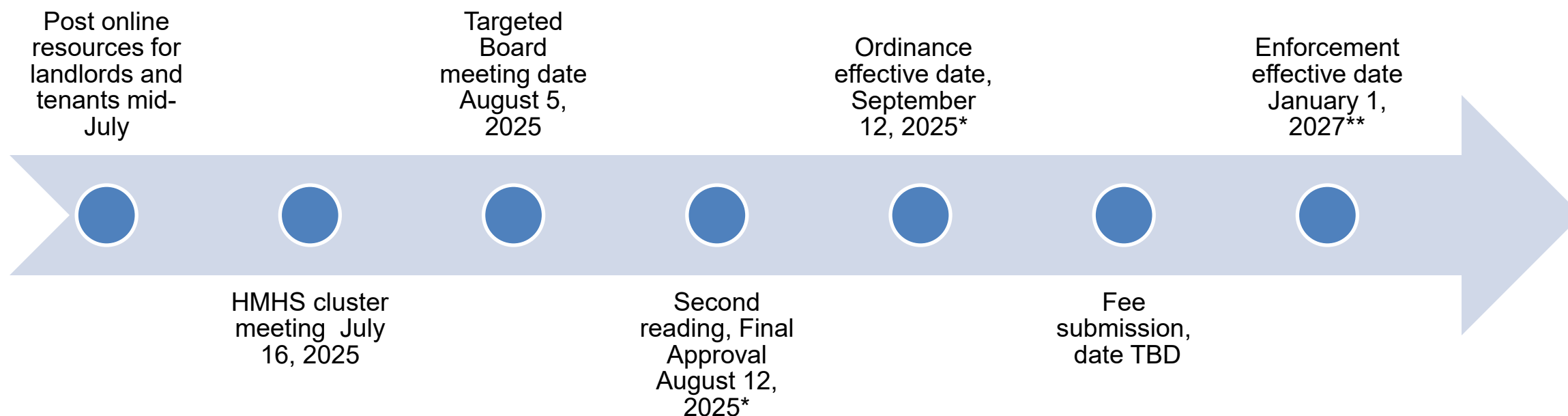
Technical Assistance and Educational Resources

ISD Resources: LA County Heat Ordinance website targeting tenants and landlords with Information about the ordinance and what it means for them

Tenants	Landlords
Effects of indoor heat	Value of a cool home
Active/passive ways to cool	How to comply
Tenant rights	Links - Financial and technical resources
Enforcement – link to DPH RHHP*	Tenant rights
Links – DCBA, Public Health	Dispute resolution

*Rental Housing Habitability Program

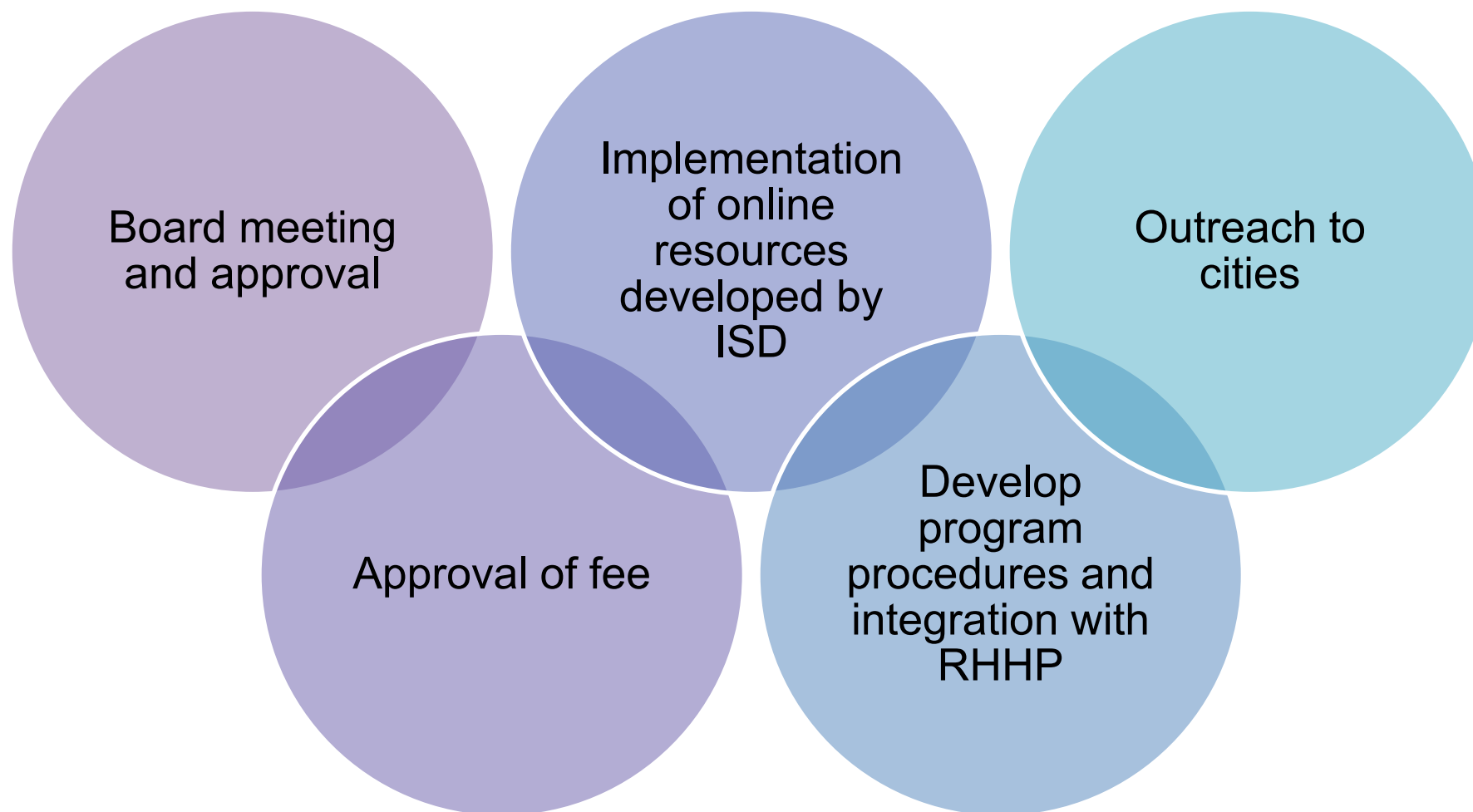
Updated Tentative Timeline



*Anticipated

**Or date when fee is approved, whichever is later

Next Steps



Comments and Questions

Christine De Rosa, Office of Environmental Justice and Climate Health:
cderosa@ph.lacounty.gov
(323) 357-7757

For more information visit:
ph.lacounty.gov/eh/safety/safe-maximum-temperature-threshold.htm

DRAFT**BOARD LETTER/MEMO
CLUSTER FACT SHEET**☒ Board Letter☐ Board Memo☐ Other

CLUSTER AGENDA REVIEW DATE	7/16/2025	
BOARD MEETING DATE	8/5/2025	
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	Approval to execute five new contracts for the provision of Community and Family Resource Center (CFRC) services	
PROGRAM	Prevention 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:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No – Not Applicable Declaration form was submitted on 06/26/25.	
DEADLINES/ TIME CONSTRAINTS	8/5/2025	
COST & FUNDING	Total cost: \$50,000,000	Funding source: FY 25-26 is funded by State Mental Health Services Act- Prevention and Early Intervention Revenue and FY 26-27 is fully funded by Mental Health 2011 Realignment Mental Health revenue.
	TERMS (if applicable): Board approval through June 30, 2027, for two fiscal years.	
	Explanation: The total funding for five contracts is \$25,000,000, each fiscal year, and the Maximum Contract Amount for each contract is \$5,000,000, each fiscal year.	
PURPOSE OF REQUEST	To allow DMH to execute five new contracts with Parents Anonymous, All for Kids Organization, Penny Lane Centers (for two contracts), and Helpline Youth Counseling, Inc. as the result of a competitive solicitation for the provision of CFRC services.	
BACKGROUND (include internal/external issues that may exist including any related motions)	On June 21, 2024, DMH released a Request for Proposals (RFP) Bid No. DMH06212024B1 to solicit proposals for five CFRC contracts, one per Supervisorial District (SD), that can operate a CFRC and provide services through the CFRC including case navigation, referrals and linkages to various services, community capacity building, and community outreach and engagement. The RFP closed on August 30, 2024. A total of 13 proposals were received. In accordance with County Contracting Policy No. 5.054 (Evaluation Methodology for Solicitation Responses), DMH evaluated the bids and selected the highest ranked bidder from each SD: SD 1 – Parents Anonymous; SD 2 – All for Kids Organization; SD 3 and SD 5 – Penny Lane Centers; and SD 4 – Helpline Youth Counseling, Inc. The selected contractors from each SD will operate a CFRC and provide services through the CFRC.	
EQUITY INDEX OR LENS WAS UTILIZED	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If Yes, please explain how: With the goal of improving protective factors to reduce and prevent negative outcomes, emphasizing long-term prevention, CFRCs aim to address disparities and social determinants of care through building networks that facilitate access to care and navigating systems (Reduce Disparities). Utilizing the Equity Index	

	<p>Lens and data from the ARDI Equity Map this program strategically identifies, prioritizes, and strives to support the most disadvantaged communities in Los Angeles County (Effectively Support); engaging local residents and community leaders to help inform, support, and determine the needs and assets of the community (Engage Residents and Effectively Assess), and ensure cross collaboration to strengthen community capacity and coordination while also increasing community awareness and public trust (Collaborate).</p>
<p>SUPPORTS ONE OF THE NINE BOARD PRIORITIES</p>	<p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If Yes, please state which one(s) and explain how: This Board Letter supports Board Priority # 8, Anti-Racism, Diversity, and Inclusion. This program utilized data from the ARDI Equity Map to identify and support the most disadvantaged communities in Los Angeles County to ensure equitable access to needed support and services. This program will, on an ongoing basis, conduct analysis, inclusive of qualitative data, to prioritize high need areas to create partnerships and a network of resources aimed to reduce disparities impacting social determinants of health, including mental health and overall wellbeing.</p>
<p>DEPARTMENTAL CONTACTS</p>	<p>Name, Title, Phone # & Email: Robert Byrd, Psy.D., Deputy Director (424) 369-4018, rbyrd@dmh.lacounty.gov Rachel Kleinberg, Senior Deputy County Counsel, (213) 787-2442, rkleinberg@counsel.lacounty.gov</p>



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

LISA H. WONG, Psy.D.
Director

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

Rimmi Hundal, M.A.
Chief Deputy Director

August 5, 2025

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 FIVE NEW CONTRACTS FOR THE PROVISION OF COMMUNITY AND FAMILY RESOURCE CENTER SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to execute new contracts with Parents Anonymous, All for Kids Organization, Penny Lane Centers, and Helpline Youth Counseling, Inc., for the provision of Community and Family Resource Center Services as the result of a competitive solicitation.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to execute five new Community and Family Resource Center (CFRC) services contracts, substantially similar to Attachment I, with Parents Anonymous, All for Kids Organization, Penny Lane Centers (for two contracts), and Helpline Youth Counseling, Inc. The contracts will be effective upon Board approval through June 30, 2027, for two fiscal years. The total funding for five contracts is \$25,000,000, each fiscal year, and the Maximum Contract Amount (MCA) for each contract is \$5,000,000, each fiscal year. Fiscal Year (FY) 2025-26 is fully funded by State Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI) revenue and FY 2026-27 is fully funded by Mental Health 2011 Realignment Mental Health revenue.
2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments to the contracts in Recommendation 1, including extension of contract

term through June 30, 2028, to revise the language, revise the MCA; add, delete, modify, or replace the Statement of Work (SOW); use other funding sources, and/or reflect federal, State, and County regulatory and/or policy changes provided that: 1) the County's total payment does not exceed an increase of 10 percent from the last Board-approved MCA; and 2) sufficient funds are available. The amendments are subject to the prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Officer (CEO).

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of Recommendation 1 will allow the Department of Mental Health (DMH) to execute five new contracts with Parents Anonymous, All for Kids Organization, Penny Lane Centers (for two contracts), and Helpline Youth Counseling, Inc., as the result of a competitive solicitation for the provision of CFRC services.

Board approval of Recommendation 2 will allow DMH to amend the contracts to revise the language, revise the MCA, extend the term, use other funding sources, and modify the SOW, as necessary, without interruption of services.

Board approval of Recommendation 3 will allow DMH to terminate the contract in accordance with the contract's termination provisions in a timely manner, as necessary.

Implementation of Strategic Plan Goals

These recommended actions support the County's Strategic Plan North Star 2, Foster Vibrant and Resilient Communities, specifically Focus Area Goal A – Public Health and Focus Area Goal F – Community Connections.

FISCAL IMPACT/FINANCING

The total funding for FY 2025-26 and 2026-27 is \$25,000,000 each fiscal year, and the MCA for each contract is \$5,000,000 for each fiscal year. Sufficient appropriation is included in DMH's FY 2025-26 Budget and is fully funded by MHSA PEI revenue. Funding for FY 2026-27 is fully funded by Mental Health 2011 Realignment Mental Health revenue and will be requested through DMH's annual budget process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The selected contractors will operate a CFRC and provide services through the CFRC including case navigation, referrals and linkages to various services, community capacity building, and community outreach and engagement. The CFRCs will provide services that address and reduce risk factors while increasing protective factors that impact mental health and wellbeing. Each contractor will serve a minimum of 4,000 unduplicated individuals annually and the individuals served may be any member of the community seeking services at the CFRC, their immediate family, and extended family.

The attached contract (Attachment I) 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 the contractors' compliance with all contract terms and performance standards.

CONTRACTING PROCESS

On June 21, 2024, DMH released a Request for Proposals (RFP) Bid No. DMH06212024B1 to solicit proposals for five CFRC contracts, one per Supervisorial District (SD), that can operate a CFRC and provide services through the CFRC including case navigation, referrals and linkages to various services, community capacity building, and community outreach and engagement. DMH posted the RFP on both the LA County Doing Business With Us and DMH solicitation websites.

The RFP closed on August 30, 2024. A total of 13 proposals were received. In accordance with County Contracting Policy No. 5.054 (Evaluation Methodology for Solicitation Responses), DMH evaluated the bids and selected the highest ranked bidder from each SD: SD 1 – Parents Anonymous; SD 2 – All for Kids Organization; SD 3 and SD 5 – Penny Lane Centers; and SD 4 – Helpline Youth Counseling, Inc.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to contract with the selected contractors from each SD to operate a CFRC and provide services through the CFRC.

Respectfully submitted,

Lisa H. Wong, Psy.D.

The Honorable Board of Supervisors
August 5, 2025
Page 4

Director

LHW:RH:KN:SK:MG:atm

Attachment

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

Draft



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

COMMUNITY AND FAMILY RESOURCE CENTER SERVICES

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STANDARD EXHIBITS

- A** Statement of Work (SOW) and Attachments
- B** Fiscal Provisions
- C** Invoice Template
- D** Administration of Contract - County
- E** Administration of Contract - Contractor
- F** Safely Surrendered Baby Law

FORM(S) REQUIRED AT THE TIME OF CONTRACT EXECUTION

- G1** Contractor Acknowledgement and Confidentiality Agreement
- G2** Contractor Employee Acknowledgement and Confidentiality Agreement
- G3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- H** Charitable Contributions Certification
- I** Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- J** Intentionally Omitted
- K** Attestation Regarding Information Security Requirements
- L** Contribution and Agent Declaration Form

**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND**

**FOR
COMMUNITY AND FAMILY RESOURCE CENTER SERVICES**

This Contract ("Contract") made and entered into on this 5th day of August, 2025 by and between the County of Los Angeles, hereinafter referred to as "County" and (Agency Name), hereinafter referred to as "Contractor". (Agency Name) is located at (Agency Address).

RECITALS

WHEREAS, the County may contract with private businesses to operate a Community and Family Resource Center (CFRC) when certain requirements are met; and

WHEREAS, the Contractor is a private (public, non-profit) firm providing services through a CFRC; and

WHEREAS, pursuant to the provisions of section 5600 et seq., the Los Angeles County (LAC), through its Department of Mental Health (DMH or Department), has established a Community Mental Health Program; and

WHEREAS, County, through its Community Mental Health Program and to the extent resources are available, provides mental health services to individuals who are eligible for and in need of such services; 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

Entire Contract: The body of this Contract, all exhibits, Statement of Work (SOW) and Payment Provisions attached hereto and incorporated herein by reference, for this Contract, as approved in writing by the Director, including any addenda thereto as approved in writing by the Director, which are incorporated herein by reference but not attached, will constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract Exhibits, or between Exhibits, such conflict or inconsistency must be resolved by giving precedence first to the terms and conditions of the Contract, and then to the Exhibits according to the following priority:

Standard Exhibits

Exhibit A	Statement of Work (SOW) and Attachments
Exhibit B	Fiscal Provisions
Exhibit C	Invoice Template
Exhibit D	Administration of Contract - County
Exhibit E	Administration of Contract - Contractor
Exhibit F	Safely Surrendered Baby Law

Forms Required at the Time of Contract Execution

Exhibit G1	Contractor Acknowledgement And Confidentiality Agreement
Exhibit G2	Contractor Employee Acknowledgement And Confidentiality Agreement
Exhibit G3	Contractor Non-Employee Acknowledgement And Confidentiality Agreement
Exhibit H	Charitable Contributions Certification
Exhibit I	Business Associate Agreement under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Exhibit J	Intentionally Omitted
Exhibit K	Attestation Regarding Information Security Requirements
Exhibit L	Contribution and Agent Declaration Form

This Contract constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract 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 must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1.1 **Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.2 **Contract:** This agreement executed between County and Contractor. Included are all supplemental agreements amending or extending the service to be performed. The Contract sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.1.3 **Contractor:** The person or persons, sole proprietor, partnership, joint venture, corporation or other legal entity who has entered into an agreement with the County to perform or execute the work covered by this Contract.
- 2.1.4 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.5 **County's Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.
- 2.1.6 **County's Project Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.
- 2.1.7 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.
- 2.1.8 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.9 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.10 **Department:** The County of Los Angeles Department of Mental Health, which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.11 **Director:** Director of the Department of Mental Health.
- 2.1.12 **Fiscal Year:** The 12 month period beginning July 1st and ending the following June 30th.

- 2.1.13 **Statement of Work (SOW):** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.14 **Subcontract:** An agreement by the Contractor to employ a subcontractor to provide services to fulfill this Contract.
- 2.1.15 **Subcontractor:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Contractor in furtherance of Contractor's performance of this Contract, at any tier, under oral or written agreement.

3.0 WORK

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

4.0 TERM OF CONTRACT

- 4.1 The term of this Contract will commence on **August 05, 2025** through **June 30, 2027**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County will have the sole option to extend this Contract term for an additional year through June 30, 2028. Such extension option may be exercised at the sole discretion of DMH's Director or her designee.

The County will review its Contractor Alert Reporting Database that tracks/monitors Contractor performance history. Information entered into the database may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.
- 4.3 The Contractor must notify DMH when this Contract is within six (6) months of the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor must send written notification to DMH at the address herein provided in Exhibit D (Administration of Contract - County).

5.0 CONTRACT SUM

5.1 Annual Maximum Contract Amount

The annual maximum contract amount (MCA) shall remain firm and fixed for the term of the contract as provided in Exhibit B (Fiscal Provisions) unless a written Contract amendment is approved by DMH and executed by DMH and Contractor.

The Department may increase the MCA by up to 10%, as approved by the Board. The County does not warrant or represent that all, or any portion, of the not-to-exceed contract amount will be authorized, allocated, or expended by the County; nor does the County warrant or represent that it will authorize the selected contractor(s) to perform any work or services of any monetary amount.

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 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, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

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

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

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

5.5 Invoices and Payments

5.5.1 The Contractor must invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A (SOW and Attachments) and elsewhere hereunder. The Contractor must prepare invoices, which will include the charges owed to the Contractor by the County under the terms of this Contract.

5.5.2 The Contractor's invoices, Exhibit C (Invoice Template), must be submitted in accordance with Exhibit B (Fiscal Provisions). Contractor will be paid only for the tasks, deliverables, and goods, services in Exhibit A (SOW and Attachments).

5.6 Intentionally Omitted

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

5.7.1 The County, at its sole discretion, has determined that the most efficient

and secure default form of payment for goods and/or services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.7.2 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.
- 5.7.3 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.
- 5.7.4 At any time during the duration of the 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 CONTRACT - COUNTY

6.1 County's Administration

A listing of all County Administration referenced in the following subparagraphs are designated in Exhibit D (Administration of Contract - County). The County will notify the Contractor in writing of any changes as they occur.

6.2 County's Project Director

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

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

6.3 County's Project Manager

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

- 6.3.1 Meeting with the Contractor's Project Manager on a regular basis; and
- 6.3.2 Inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor; however, in no event will Contractor's obligation to fully satisfy all of the requirements of this

Contract be relieved, excused or limited thereby.

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

6.4 County's Project Monitor

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

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

A listing of all of Contractor's Administration referenced in the following paragraphs is designated in Exhibit E (Administration of Contract - Contractor). The Contractor will notify the County in writing of any changes as they occur.

7.2 Contractor's Project Manager

7.2.1 The Contractor's Project Manager and alternates are designated in Exhibit E (Administration of Contract - Contractor). The Contractor must notify the County in writing of any change to Exhibit E (Administration of Contract - Contractor), as changes occur.

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

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

regardless of whether the member of Contractor's staff passes or fails the background investigation.

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

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 These terms will also apply to subcontractors of County contractors.
- 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 Contract.

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, 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 to 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 Contract.

7.6.3.1 Contractor must sign and adhere to the provisions of Exhibit G1 (Contractor Acknowledgement and Confidentiality Agreement).

7.6.3.2 Contractor will cause each employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G2 (Contractor Employee Acknowledgment and Confidentiality Agreement).

7.6.3.3 Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit G3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

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

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

8.1.3 The Director or her designee may at their sole discretion, authorize extensions of time as defined in Paragraph 4.0 (Term of Contract). The Contractor agrees that such extensions of time will not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director or their designee.

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 Contract, 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 Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract 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 Contract which may result in the termination of this Contract. 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 Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 Budget Reductions

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

8.5 Complaints

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

8.5.1 Complaint Procedures

- 8.5.1.1 Within five (5) business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- 8.5.1.2 The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- 8.5.1.3 If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 15 business days for County approval.
- 8.5.1.4 If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5 The Contractor must preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.1.6 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.
- 8.5.1.7 Copies of all written responses must be sent to the County's Project Manager with 30 business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

- 8.6.1 In the performance of this Contract, 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 Contract are hereby incorporated herein by reference.
- 8.6.2 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 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 to 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.

8.7 Compliance with Civil Rights Laws

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

- 8.7.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
- 8.7.4 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.

8.8 Compliance with the County's Jury Service Program

8.8.1 Jury Service Program

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

8.8.2 Written Employee Jury Service Policy

- 8.8.2.1 Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as

defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Contractor qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Contractor 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 (5) 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.

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

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

Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

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

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder 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.
- 8.9.2 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 Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it 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 will be a material breach of this Contract.

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

Should the Contractor require additional or replacement personnel after the effective date of this Contract 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 Contract.

8.11 Consideration of Hiring GAIN/START Participants

- 8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, 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.

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

8.12 Contractor Responsibility and Debarment

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

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

8.12.4 Contractor Hearing Board

- 8.12.4.1 If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment

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

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

8.12.4.6 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. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

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 poster, Exhibit F (Safely Surrendered Baby Law) 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/>.

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

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

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

8.15 County's Quality Assurance Plan

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

8.16 Intentionally Omitted (Damage to County Facilities, Buildings or Grounds)

8.17 Employment Eligibility Verification

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor 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.

8.17.2 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 Contract.

8.18 Counterparts and Electronic Signatures and Representations

This Contract may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Contract. 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 Contract.

8.19 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.

8.20 Force Majeure

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

8.20.2 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 subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

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

8.21 Governing Law, Jurisdiction, and Venue

This Contract 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 Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

8.22 Independent Contractor Status

- 8.22.1 This Contract 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 (1) party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County 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.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor 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 Contract.
- 8.22.4 The Contractor must adhere to the provisions stated in Paragraph 7.6 (Confidentiality).

8.23 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 Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees.

8.24 General Provisions for all Insurance Coverage

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

sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.2 Evidence of Coverage and Notice to County

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

8.24.2.2 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 sub-contractor insurance policies at any time.

8.24.2.3 Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract. 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 dollars (\$50,000), and list any County required endorsement forms.

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

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

County of Los Angeles-Department of Mental Health
510 S. Vermont Ave. 20th Floor
Los Angeles, CA 90020
Attention: Contracts Development and Administration Division
-or-
Electronically to the County Contract Administrator identified
on Exhibit D – County Administration

8.24.2.6 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 Contract and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.3 Additional Insured Status and Scope of Coverage

The County, 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 will 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.

8.24.4 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 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.5 Failure to Maintain Insurance

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

8.24.6 Insurer Financial Ratings

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

8.24.7 Contractor's Insurance Must Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, 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.

8.24.8 Waivers of Subrogation

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

8.24.9 Subcontractor Insurance Coverage Requirements

Contractor 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.

8.24.10 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies will not obligate the County to pay any portion of any Contractor deductible or SIRs. 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.

8.24.11 Claims Made Coverage

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

8.24.12 Application of Excess Liability Coverage

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

8.24.13 Separation of Insureds

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

8.24.14 Alternative Risk Financing Programs

The County reserves the right to review, and then approve, Contractor 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.

8.24.15 County Review and Approval of Insurance Requirements

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

8.25 Insurance Coverage

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

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

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

8.25.3 Workers Compensation and Employers’ Liability insurance or qualified self- insurance satisfying statutory requirements, which includes Employers’ Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also 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 10 days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Unique Insurance Coverage

8.25.4.1 Sexual Misconduct Liability

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

8.25.4.2 Professional Liability-Errors and Omissions

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

8.25.4.3 Intentionally Omitted (Property Coverage)

8.25.4.4 Cyber Liability Insurance

The Contractor must secure and maintain cyber liability insurance coverage with limits of \$2 Million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding, defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or

delivery of the certificates of insurance described herein, will not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

8.26 Liquidated Damages

- 8.26.1 If, in the judgment of the Director, or their designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or their designee, at their option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or their designee, in a written notice describing the reasons for said action.
- 8.26.2 If the Director, or their designee, determines that there are deficiencies in the performance of this Contract that the Director, or their designee, deems are correctable by the Contractor over a certain time span, the Director, or their designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or their designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be determined by DMH per day per infraction, and that the Contractor will be liable to the County for liquidated damages in said amount. Said amount will be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.
- 8.26.3 The action noted in Paragraph 8.26.2 must not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.
- 8.26.4 This Paragraph must not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or

Paragraph 8.26.2, and must not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 Most Favored Public Entity

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

8.28 Nondiscrimination and Affirmative Action

- 8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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.
- 8.28.2 Contractor certifies to the County each of the following:
 - 8.28.2.1 That Contractor has a written policy statement prohibiting discrimination in all phases of employment.
 - 8.28.2.2 That Contractor periodically conducts a self-analysis or utilization analysis of its work force.
 - 8.28.2.3 That Contractor has a system for determining if its employment practices are discriminatory against protected groups.
 - 8.28.2.4 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.
- 8.28.3 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.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies 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 Contract or under any project, program, or activity supported by this Contract.

- 8.28.6 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 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County 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 Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

The Contractor 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 Contract. 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.

8.32 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.

8.33 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 G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

8.34 Notices

All notices or demands required or permitted to be given or made under this Contract must be in writing and will be hand delivered with signed receipt or mailed by first class registered or certified mail, postage prepaid or sent via electronic mail, addressed to the parties as identified in Exhibits D (Administration of Contract – County) and E (Administration of Contract - Contractor). Addresses may be changed by either party giving 10 days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.35 Prohibition Against Inducement or Persuasion

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one (1) year thereafter, neither party will in any way intentionally induce or persuade any employee of one (1) party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 Public Records Act

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to Paragraph 8.38 (Record Retention and Inspection-Audit Settlement) of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and 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.

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

8.37 Publicity

- 8.37.1 The Contractor must not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor’s need to identify its services and related clients to sustain itself, the County will not inhibit the Contractor from publishing its role under this Contract within the following conditions:
- 8.37.1.1 The Contractor must develop all publicity material in a professional manner; and
 - 8.37.1.2 During the term of this Contract, the Contractor will 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.
- 8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

8.38 Record Retention and Inspection-Audit Settlement

- 8.38.1 The Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract 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 Contract. 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 Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, will be kept and maintained by the Contractor and will be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County’s written permission is given to dispose of any such material prior to such time.

All such material must be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside of 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.

- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within 30 days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference 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 Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

- 8.40.1 The requirements of this Contract 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 Contract.
- 8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:

- 8.40.2.1 A description of the work to be performed by the subcontractor.
- 8.40.2.2 A draft copy of the proposed subcontract; and
- 8.40.2.3 Other pertinent information and/or certifications requested by the County.
- 8.40.3 The Contractor must indemnify, defend, and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were the Contractor employees.
- 8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 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 Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7 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.
- 8.40.8 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. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

County of Los Angeles-Department of Mental Health
510 S. Vermont Ave. 20th Floor

Los Angeles, CA 90020

Attention: Contracts Development and Administration Division

-or-

Electronically to the County Contract
Administrator identified on Exhibit D –
County Administration

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

Failure of the Contractor to maintain compliance with the requirements set forth in

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

8.42 Termination for Convenience

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 10 days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:
 - 8.42.2.1 Stop work under this Contract on the date and to the extent specified in such notice, and
 - 8.42.2.2 Complete performance of such part of the work as would not have been terminated by such notice.
- 8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract must be maintained by the Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

8.43 Termination for Default

- 8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:
 - 8.43.1.1 Contractor has materially breached this Contract; or
 - 8.43.1.2 Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
 - 8.43.1.3 Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.
- 8.43.2 In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such

terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor 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 Contract to the extent not terminated under the provisions of this paragraph.

8.43.3 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 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor 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, the term "subcontractor(s)" means subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of Paragraph 8.43 (Termination for Default) it is determined by the County that the Contractor was not in default under the provisions of Paragraph 8.43 (Termination for Default) or that the default was excusable under the provisions of subparagraph 8.43.3, the rights and obligations of the parties will be the same as if the notice of termination had been issued pursuant to Paragraph 8.42 (Termination for Convenience).

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

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. 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.

8.44.2 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/>.

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

8.45 Termination for Insolvency

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

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

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

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

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

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

8.46 Termination for Non-Adherence of County Lobbyist Ordinance

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

8.47 Termination for Non-Appropriation of Funds

Notwithstanding any other provision of this Contract, the County will not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board appropriates funds for this Contract in the County's Budget for each such

future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 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.

8.48 Validity

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

8.49 Waiver

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

8.50 Warranty Against Contingent Fees

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

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

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

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

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

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

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 (Warranty of Compliance with County's Defaulted Property Tax

Reduction Program) will constitute default under this contract. Without limiting the rights and remedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice will be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to [Los Angeles County Code Chapter 2.206](#).

8.53 Time Off for Voting

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](#).

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

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

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

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

8.55 Intentionally Omitted (Integrated Pest Management (IPM) Program Compliance)

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

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

discrimination, including inappropriate conduct based on a protected characteristic, may subject the Contractor to termination of contractual agreements as well as civil liability.

8.58 Prohibition from Participation in Future Solicitation(s)

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.

8.59 Injury and Illness Prevention Program

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

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding

Pursuant to [Government Code Section 84308](#), Contractor and its Subcontractors, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Contract. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Contract as determined in the sole discretion of the County.

9.0 UNIQUE TERMS AND CONDITIONS

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

The County is subject to the Administrative Simplification requirements and prohibitions of the [Health Insurance Portability and Accountability Act of 1996](#), Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Contract, the Contractor provides services to the County and the Contractor creates, has access to, receives, maintains, or transmits Protected Health Information as defined in Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")) in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit I (Business Associate Under Health Insurance Portability and Accountability Act of 1996 ("HIPAA")).

9.2 Intentionally Omitted (Ownership of Materials, Software and Copyright)

9.3 Intentionally Omitted (Patent, Copyright and Trade Secret Indemnification)

9.4 Data Destruction

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

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

9.4.2 The data and/or information may be stored on purchased, leased, or rented electronic storage equipment (e.g., printers, hard drives) and electronic devices (e.g., servers, workstations) that are geographically located within the County, or external to the County's boundaries. The County must receive within 10 business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one (1) or more of the following stored states: unusable, unreadable, and/or indecipherable.

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

9.5 Contractor's Charitable Activities Compliance

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

9.6 Local Small Business Enterprise (LSBE) Preference Program

- 9.6.1 This Contract 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 will 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 will 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 contract to which it would not otherwise have been entitled, will:
 - 9.6.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
 - 9.6.4.2 In addition to the amount described in subdivision one (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
 - 9.6.4.3 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 contract award.

9.7 Social Enterprise (SE) Preference Program

- 9.7.1 This Contract 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 contract to which it would not otherwise have been entitled, Contractor will:

9.7.4.1 Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

9.7.4.2 In addition to the amount described in subdivision one (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

9.7.4.3 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 contract award.

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program

9.8.1 This Contract 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 contract to which it would not otherwise have been entitled, Contractor will:

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

9.9 Contractor Protection of Electronic County Information

- 9.9.1 The Board has recognized that the County must ensure that appropriate safeguards are in place to protect public data and avoid the penalties and fines that may be imposed when unprotected confidential/sensitive information is disclosed inappropriately. County Policy 5.200 "Contractor Protection of Electronic County Information" provides specific details and can be accessed at the following link: https://library.municode.com/ca/la_county_-_bos/codes/board_policy?nodeId=CH5COPU_5.200COPRCOELSTIN.

Contractor agrees that it will comply with County Policy 5.200, as it now exists or as it might be modified in the future, as it relates to information acquired in the course of providing services during the term of this Contract.

- 9.9.2 Contractor must sign Exhibit K (Attestation Regarding Information Security Requirements) to attest compliance with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" and acknowledge that it is the responsibility of the Contractor to access the following link: <https://dmh.lacounty.gov/providers/administrative-tools/administrative-forms/contract-attachments/> for Information Security documents **annually and upon notification by DMH of updated Information Security documents. It is the contractor's responsibility to update and resubmit the documents at any time if changes occur outside of the parameters identified above.** Contractor must also ensure that prior to access, its workforce members, including subcontractors, that create, receive, maintain, or transmit Personal

Identifiable Information (PII) and Protected Health Information (PHI), acknowledge and sign the applicable Attachments to Exhibit K. Security and privacy requirements will apply to all County PII, PHI, and Medical Information electronically stored or transmitted by contractors and subcontractors, irrespective of storage and/or transmission methodology.

10 SURVIVAL

In addition to any terms and conditions of this Contract that expressly survive expiration or termination of this Contract by their terms, the following provisions will survive the expiration or termination of this Contract 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 Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.26	Liquidated Damages
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 10.0	Survival

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

COUNTY OF LOS ANGELES

By _____
LISA H. WONG, PSY.D.
Director of Mental Health

CONTRACTOR

By _____

Name _____

Title _____

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY
COUNSEL

By: Rachel Kleinberg
Senior Deputy County Counsel

Exhibit A

Community and Family Resource Center Statement of Work (SOW)

DRAFT

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ATTACHMENTS

Attachment I - Contract Discrepancy Report

Attachment II - CFRC Quarterly and Annual Tracking Report

**Attachment III - DMH Prevention Programs Outcomes and Demographics Submission
Form Annual Report**

Community and Family Resource Center STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

Contractor will operate a Community and Family Resource Center (CFRC) in Los Angeles County (LAC or County) and provide a full array of strength-based, culturally responsive, and linguistically appropriate LAC Department of Mental Health (DMH) prevention services that include: 1) case navigation; 2) referrals and linkages; 3) community capacity building; and 4) community outreach and engagement. Prevention services, frequency, and duration of services will be dictated and tailored to meet the needs of the residents being served. Contractors will adhere to this Statement of Work (SOW) to ensure the appropriate delivery of services, billing, and supporting documentation is submitted.

1.1 Target Population

Contractor will serve a minimum of 4,000 unduplicated individuals annually in the CFRC's Supervisorial District (SD). Individuals served may be any member of the community seeking services at the CFRC, their immediate family and extended family. Service priority will be given to community members impacted by social determinants of health (SDOH) exposing them to risk factors that affect mental health and wellbeing. These SDOHs and the associated risk factors include, but are not limited to:

SDOH 5 Domains	SDOH	Possible Risk Factors of SDOH
Economic Stability	<ul style="list-style-type: none">• Poverty• Homelessness• Job opportunities• Access to reliable transportation	<ul style="list-style-type: none">• Trauma-exposed individuals or families• Children/Youth and Families at risk of or experiencing Homelessness and/or Poverty• Children/Youth and Families at risk of involvement with child welfare or juvenile justice• Individuals or Families experiencing extreme stressors
Education Access and Quality	<ul style="list-style-type: none">• Educational Inequality• Language and literacy skills• Job opportunities	<ul style="list-style-type: none">• Underserved/Underrepresented cultural populations, such as Black, Indigenous, and People of Color (BIPOC), people with disabilities, Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, 2-Spirit, Plus (LGBTQ2S+), people experiencing racism or prejudice, etc.
Health Care Access and Quality	<ul style="list-style-type: none">• Health literacy• Unemployment• Mental Health crisis	<ul style="list-style-type: none">• Individuals experiencing onset of serious psychiatric illness or at-risk of developing a potentially serious mental illness

	<ul style="list-style-type: none"> Healthcare inequality 	<ul style="list-style-type: none"> Underserved/Underrepresented cultural populations, such as BIPOC, people with disabilities, people experiencing racism or prejudice, etc.
Neighborhood and Build Environment	<ul style="list-style-type: none"> Polluted air and water Access to nutritious foods Racism, discrimination, and violence 	<ul style="list-style-type: none"> Individuals/families at-risk of experiencing trauma or trauma-exposed individuals/families Children/Youth and Families involvement with and/or at risk of involvement with or exiting Child Welfare and/or Juvenile Justice involvement Individuals or Families experiencing extreme stressors
Social and Community Context	<ul style="list-style-type: none"> Civic Activities Social Cohesion Discrimination Incarceration 	<ul style="list-style-type: none"> Children/Youth and Families at risk of or experiencing Child Welfare and/or Juvenile Justice Involvement Children/Youth and Families at risk of or experiencing Community Violence Adults and Families at risk of or experiencing Justice Involvement such as incarceration LGBTQ2S+, BIPOC, people with disabilities, people experiencing racism or prejudice, etc.

2.0 SPECIFIC WORK REQUIREMENTS

Contractor will provide the following services at the CFRC:

- 2.1 Contractor will provide case navigation initiated through the completion of a needs assessment for each child/family/individual served. Assessments will identify needs and inform the development of a service plan. The service plan will be used to refer to needed resources.
 - 2.1.1 Periodic monitoring must be conducted to ensure appropriate services are provided and progress is being made towards service plan goals.
 - 2.1.2 Case navigation must include successful referral(s), linkage(s) and warm handoff to specialty care partnering agencies when appropriate.
 - 2.1.3 A minimum of eighty percent (80%) of participants receiving case navigation must have a needs assessment and service plan completed upon third engagement/delivery of CFRC services.

- 2.2 Contractor will provide referrals and linkages to needed services and supports. Services and supports include but are not limited to mental health, health/medical, educational, housing (like rental assistance, shelter), food, clothing, basic/essential needs, financial, legal, and employment.
- 2.2.1 A minimum of fifty percent (50%) of participants receiving case navigation/management services and seeking needed community and County resources will be successfully linked to services based on client self-report. Linkages are considered successful once the participant follows through with accessing supporting services using the referral information and/or support/guidance provided by Contract staff.
- 2.3 Contractor will provide a minimum of one (1) large (minimum 50 individuals) in-person community outreach and engagement activity or event to the community every six (6) months.
- 2.3.1 Events will be developed to increase social connectedness, promote community engagement and trust, and raise awareness about mental health and overall wellbeing. Examples of these events may include, but are not limited to, community family night, resource fairs, and stigma-reduction activities. Contractor will be responsible for maintaining sign-in sheets or other proof of participant attendance.
- 2.4 Contractor will provide a minimum of 10 ongoing and 15 one-time/single in-person and virtual mental health educational and enrichment activities (e.g., events, classes, trainings, workshops, etc.) each fiscal year to promote overall wellbeing. Virtual activities/events shall not exceed 20% of the total number of ongoing and one-time/single activities/events. A request to increase the percentage of virtual activities/events must be authorized by LACDMH staff.
- 2.4.1 Community activities and events will include, but are not limited to: mental health promotion and awareness, domestic/intimate partner violence classes, mindfulness classes, community gardening, peer-to-peer support (e.g., teen club), financial literacy, career development, family support activities (e.g., fatherhood groups, mommy and me, grandparents as caregivers, etc.), information on services provided through the CFRCs and non-traditional trauma-informed activities. These one-time/single activities are considered as services that are of benefit to participants on a one-time basis, for example tax preparation services, tutoring services, legal aid consultation, workshops, etc. Contractor will be responsible for maintaining sign-in sheets or other proof of participant attendance.

Partnership Development

- 2.5 In the provision of services in sections 2.1 through 2.4, Contractor will collaborate with LACDMH to analyze demographics in the CFRC's SD. Socio-demographic information must include data points outlined in Paragraph 3.4.1, as well as social determinants of health, including rates of community violence.

- 2.6 On a quarterly basis, Contractor will conduct an analysis using a community mapping process (such as the ARDI Equity Map), reports available to the public and interviews with community leaders to determine additional needs of the community and any new resources available to ensure equitable access to needed services and supports in the SD served.
- 2.6.1 Contractor will use the analysis to prioritize areas with identified high need (such as communities with domestic/intimate partner violence and gun violence) and create a plan outlining partnerships and a network of resources developed in the CFRC's SD and submit to LACDMH.
- 2.6.2 LACDMH reserves the right to request additional services in geographical locations as the need arises.
- 2.7 In alignment with the [LAC Office of Violence Prevention](#) (OVP) strategic plan aimed at keeping communities, children, and families safe and healthy, Contractor must develop a minimum of two (2) partnerships.
- 2.7.1 One (1) partnership must be with a community agency that provides legal, educational, and support services for domestic violence/intimate partner violence.
- 2.7.2 Based on the community needs, Contractor may partner with schools, County departments, neighboring CFRCs, and community agencies to support the identified needs of the community (e.g., parenting, older adults, transgender youth, etc.) and create a sense of security to begin engaging and ultimately reducing stigma around accessing services.
- 2.8 Contractor will collaborate with, and leverage the resources and capacities of, each community partner to best respond to the needs of children/families/individuals in their community with the intent to address gaps in service delivery within their respective SD (i.e., Family Source Centers [funded through LA City], Family Resource Centers [funded through Managed Care Plans], Community School Initiative sites, TAY Drop-In Centers, Prevention and Aftercare Centers, existing resource centers funded through the County or city, United Mental Health Promoters/Community Ambassador Network, Faith-Based organizations).
- 2.9 Contractor will actively participate in the local Service Area Leadership Team (SALT), including providing updates to and sharing resources with the SALT and incorporating feedback to enhance community effectiveness. Contractor will also participate in the Health Neighborhoods and Underserved Cultural Communities (UsCC) meetings when appropriate.

Community Empowerment and Leadership Development

- 2.10 Contractor will engage, involve, and incentivize community members within the CFRC's SD in the planning, implementation, and decision-making, including

establishing an advisory committee to guide the CFRCs decision-making, services, and implementation.

- 2.11 Contractor will collaborate with LACDMH to access LACDMH Prevention Programs (i.e., Community Ambassador Network, Prevention and Aftercare, etc.). Contractor will expand their prevention network through partnerships with community-based organizations/partners whose activities, resources, and/or supports are directly related to the achievement of the service plan goals, and successful implementation of prevention program activities.

3.0 QUALITY CONTROL

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

- 3.1 Method of monitoring to ensure that Contract requirements are being met.
 - 3.1.1 Contractor must identify staff responsible for monitoring Contractor's compliance with all contract terms and performance standards per this SOW.
- 3.2 A record of all CFRC services inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to LACDMH staff upon request.

Data Collection

- 3.4 Aggregate data will be collected, managed, and submitted on a quarterly and annual basis to demonstrate project outcomes. Data will be submitted to the designated LACDMH Staff in a method agreed upon by LACDMH and the Contractor. Data collected will capture targeted outcomes identified in Section 2.0 (Specific Work Requirements) of this SOW and must include:
 - a. Total Number of Individuals Served (Unduplicated),
 - b. Participant socio-demographic information,
 - c. Protective Factors targeted,
 - d. Number of referrals and linkages and type,
 - e. Number of ongoing Community and Outreach and Engagement Services/Activities and type,
 - f. Number of single/one-time Community and Outreach and Engagement Events/Activities and type, and
 - g. Number of single/one-time Large Events/Activities and type.

Socio-Demographic Information

3.4.1 Contractor will collect and report participant socio-demographic information to include:

- 3.4.1.1 Age;
- 3.4.1.2 Disability;
- 3.4.1.3 Ethnicity;
- 3.4.1.4 Gender identity
- 3.4.1.5 Primary language;
- 3.4.1.6 Race;
- 3.4.1.7 Sex designated at birth;
- 3.4.1.8 Sexual orientation, and
- 3.4.1.9 Veteran status

Protective Factors

3.4.2 Contractor will report an increase in protective factors while concurrently reducing the risk factors for developing a potentially serious mental illness. The protective factors for this project are:

- 3.4.2.1 Social connectedness;
- 3.4.2.2 Knowledge of human behavior and development;
- 3.4.2.3 Family resiliency;
- 3.4.2.4 Concrete supports;
- 3.4.2.5 Social and Emotional Competence; and
- 3.4.2.6 Access to Care (Referral and linkages to needed supports)

Brief Universal Prevention Program Survey

3.4.3 Contractor will administer the LACDMH-approved survey Brief Universal Prevention Program Survey (BUPPS) to measure changes in protective factors. Service recipients who are 12 years and older will complete the BUPPS For ages 12+ – English Fillable PDF, service recipients ages 6 to 11 will complete the BUPPS Ages 6-11 – English Fillable PDF. Frequency of the BUPPS survey administration will be determined based on services delivered (e.g., pre/update/post survey administration for ongoing case navigation/management services/groups/classes and one time for single events/services).

- 3.4.3.1 Out of all participants surveyed, seventy percent (70%) will report an increase in protective factors that may lead to improved mental, emotional, and relational functioning.

Reports

3.5 Contractor will submit the following reports to designated LACDMH staff using templates provided by LACDMH (Contractor will be responsible for compiling and including report data from their subcontractors):

3.5.1 CFRC Quarterly and Annual Tracking Report - SOW Attachment II (SOW and Attachments).

3.5.2 DMH Prevention Programs Outcomes and Demographics Submission Form Annual Report – SOW Attachment III (SOW and Attachments).

4.0 QUALITY ASSURANCE PLAN

LACDMH will evaluate Contractor's performance under the Contract using the quality assurance procedures as defined in Subparagraph 8.15 (County's Quality Assurance Plan) of Appendix A - Sample Contract.

4.1 Monthly Meetings

Contractor will attend meetings that may be scheduled with LACDMH.

4.1.2 Contractor will actively participate in the local LACDMH SALT meetings, including providing updates to the SALT and incorporating feedback to enhance community engagement.

4.1.3 Contractor will participate in the Health Neighborhoods and UsCC meetings, when appropriate.

4.2 Contract Discrepancy Report – SOW Attachment I (SOW and Attachments)

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

4.2.2 LACDMH staff will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor will be required to respond in writing to LACDMH staff within five (5) workdays of receipt, acknowledging the reported discrepancies or presenting contrary evidence.

4.2.3 Contractor will submit a plan for correction of all deficiencies identified in the Contract Discrepancy Report to LACDMH staff within a time period mutually agreed upon by LACDMH and the Contractor.

4.3 County Observations

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

4.4 Monitoring Visits

LACDMH or its agent may conduct monitoring visits to evaluate services provided and Contractor's performance. Evaluation will include assessing Contractor's compliance with all terms and performance standards set forth in this SOW.

5.0 RESPONSIBILITIES

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

LACDMH

5.1 Personnel

LACDMH will administer the Contract according to Appendix A – Sample Contract, Exhibit D - Administration of Contract – County. Specific duties will include:

- 5.1.1 Monitoring the Contractor's performance in the daily operation of the Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 5.1.3 Facilitating meetings as needed to provide technical assistance to Contractors regarding data collection and invoicing.
- 5.1.4 Preparing amendments in accordance with Subparagraph 8.1 (Amendments) of Appendix A - Sample Contract.

5.2 Intentionally Omitted

CONTRACTOR

5.3 Personnel

- 5.3.1 Contractor will assign a sufficient number of staff to perform the required work, to include traveling within the neighborhood and community they reside in and serve. At least one (1) staff identified in Appendix A – Sample Contract, Exhibit E – Administration of Contract – Contractor, must be authorized to act for Contractor in every detail and must speak and understand English.
- 5.3.2 Contractor will background check their employees as set forth in Subparagraph 7.5 (Background and Security Investigations) of Appendix A - Sample Contract.
- 5.3.3 Contractor's CFRC staff will deliver services in the languages spoken by the community being served. Additionally, Contractor will make significant efforts to hire staff who live within the community, have mental health lived experience and will function as leaders in designing and advocating for healthy and racially equitable communities.
 - 5.3.3.1 **Program Manager (PM):** One (1) full-time equivalent (FTE) PM and designated alternative will be responsible for handling the administrative duties related to the Contract, develop, and implement the services/programs provided at the CFRC, cultivate, and maintain relationships with stakeholders, and uphold the integrity of the program.

In addition, the PM will continuously monitor, evaluate, and correct any discrepancies identified in a timely manner.

- 5.3.3.2 PM and/or designated alternative will act as a central point of contact with the County.
- 5.3.3.3 LACDMH must have access to the PM during regular business hours (8 a.m. through 5 p.m.). Contractor must provide a telephone number and an e-mail address where the PM and/or alternate may be reached during regular business hours.
- 5.3.3.4 PM and/or designated staff will attend meetings hosted by LACDMH regarding data collection and invoicing.
- 5.3.3.5 PM and/or designated alternate will have full authority to act for Contractor on all matters relating to the daily operation of the Contract. PM/alternate will be able to effectively communicate, in English, both orally and in writing.
- 5.3.3.6 **Supervisor(s):** Supervisor(s) that is/are a Licensed Clinician to supervise Case Navigators/Managers and Community Engagement Specialist (CES), work closely with the PM and ensure quality services are provided timely. Supervisor should have project management experience and experience serving the community.
- 5.3.3.7 **Administrative Coordinator:** One (1) FTE Administrative Coordinator will provide clerical support to the PM by organizing and responding to the administrative needs of the team, taking initiative to seek solutions to everyday problems, cultivate relationships with internal and external stakeholders, and assist with Contract monitoring, data collection, and reporting.
- 5.3.3.8 **Case Navigators/Managers:** Case Navigators/Managers will be responsible for a wide range of projects and activities designed to implement a multi-faceted family engagement service delivery system. They will communicate with internal and external stakeholders, provide timely referrals/linkage to community-based services for individuals/families, and provide case management services. The Case Navigator/Manager will also help caregivers/families to navigate and better understand the systems they interact with so they can learn to advocate for themselves and/or the wellbeing of their children. Lastly, the Case Navigator/Manager must reside in the SD they are serving.
- 5.3.3.9 **Community Engagement Specialist(s) (CES):** CES will develop and implement (in partnership with the LACDMH) community engagement strategies, cultivate and empower family leadership, provide support to build and strengthen relationships between families and the community they reside in, and work to remove barriers and build bridges to foster success of the community. The CES will facilitate parent/family

workgroups at the CFRC to engage and empower caregivers to be critical thinkers. Lastly, the CES must reside in the SD they serve.

5.4 Identification Badges

- 5.4.1 Contractor will ensure its employees are appropriately identified as set forth in Subparagraph 7.4 (Contractor's Staff Identification) of Appendix A - Sample Contract.

5.5 Materials and Equipment

- 5.5.1 The purchase of all furniture, fixtures, and equipment to provide the required services in this Contract is the responsibility of the Contractor. Contractor will use furniture, fixtures, and equipment that are safe for the environment and safe for use by employees.

5.6 Training

- 5.6.1 Contractor will provide training programs for all new employees and continuing in-service training for all employees that provide services through this Contract.
- 5.6.2 Contractor will provide mandatory training for all staff as required by Federal, State and local law, including but not limited to, Health Insurance Portability and Accountability Act (HIPAA) and Sexual Harassment.
- 5.6.3 Contractor will monitor, track, and report to LACDMH, upon request, their staff completion of core competency trainings that are unique to their role and necessary to perform their job duties and expectations and meet program goals successfully.
 - 5.6.3.1 Core competency trainings will include, but are not limited to, coalition building, strengthening inclusive practice for community engagement, social determinants of mental health, trauma-informed care, racial equity, advocacy, and leverage the DMH+UCLA Center of Excellence (COE) for trainings such as the Community Resiliency Model (CRM) Facilitator and/or CRM Appetizer trainings. Additionally, staff will complete a prevention outcomes training and Community Outreach Services (COS) training.
 - 5.6.3.2 Core competency trainings requirements may be supplemented, revised and/or deleted by LACDMH at any time during the term of this Contract.
- 5.6.4 Contractor's staff must complete the required core competency trainings within 60 days of hiring.
- 5.6.5 All employees must be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees must wear safety and protective gear according to OSHA standards.

5.7 Contractor's Administrative Office

Contractor will maintain an administrative office in the County with a telephone in the company's name where the Contractor conducts business. The office will be staffed during regular business hours (8:00 a.m. to 5:00 p.m.), Monday through Friday, by at least one (1) 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 must be provided to receive calls and take messages. **Contractor shall answer calls received by the answering service within 24 hours of receipt of the call.**

6.0 SUBCONTRACTING

- 6.1 Contractor will ensure that subcontractors comply with this SOW as set forth in Subparagraph 8.40 (Subcontracting) of Appendix A - Sample Contract.

7.0 HOURS/DAYS OF WORK

- 7.1 Contractor will provide services on days and times that are convenient and accessible to the communities being served. Services will be provided, at a minimum, Monday through Friday from 8 a.m. through 5 p.m. and may include evenings and/or weekends when necessary.
- 7.2 Contractor will not be required to provide services on County recognized holidays.

8.0 WORK SCHEDULES

- 8.1 Contractor will submit to LACDMH a work schedule for the CFRC staff upon request. Work schedules will be set on an annual calendar identifying all the required on-going tasks and task frequencies. The schedules will list the time frames by day of the week, morning, and afternoon the tasks will be performed.
- 8.2 Contractor will submit revised schedules when actual performance differs substantially from planned performance. Said revisions will be submitted to LACDMH staff within five (5) working days prior to scheduled time for work.

9.0 INTENTIONALLY OMITTED

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

- 10.1 All changes must be made in accordance with Subparagraph 8.1 (Amendments) of Appendix A – Sample Contract.

11.0 INTENTIONALLY OMITTED

12.0 INTENTIONALLY OMITTED

13.0 DEFINITIONS

- 13.1 **Equity mapping** – geographic information systems (GIS) technology that displays socioeconomic, demographic, and other information to identify areas that are experiencing greater degrees of inequity.
- 13.2 **Fiscal Year(s) (FY)** – A FY is an accounting period that begins on July 1st and ends the following June 30th.
- 13.3 **Health Neighborhoods** – Los Angeles County service providers including health, mental health, and substance use disorder providers that participate in collaborative relationships and promote the integration of whole-person care. Participating service providers are linked to an extensive network of governmental and community supports including, but not limited to: County and city agencies, educational institutions, housing services, faith-based groups, vocational supports, advocacy and non-profit organizations, prevention programs, social services, etc.
- 13.4 **Protective Factors for Mental Health** – conditions or attributes in individuals, families, and communities that mitigate or eliminate risk, in families and communities, thereby increasing the health and wellbeing of individuals.
- 13.5 **Risk Factors for Mental Illness** – conditions or experiences that are associated with a greater than average risk of developing a potentially serious mental illness. Risk factors include, but are not limited to, biological including family history and neurological, behavioral, social/economic, stressors, trauma and environmental.
- 13.6 **Service Area Leadership Teams (SALTs)** – convenes the interests of LACDMH stakeholders from its respective Service Areas, including underserved/unserved and any other interested stakeholder communities as well as any interested individual parties in general, such as other County departments, law enforcement, schools and any organization that looks to inform a shared vision. The primary goal of each SALT is for representatives of community to convene and develop stakeholder priorities that will advise LACDMH on its planning to develop and improve its services and partnerships.
- 13.7 **Social Determinants of Health (SDOH)** – are the conditions in the environments where people are born, live, learn, work, play, worship, and age that affect a wide range of health, functioning, and quality of life outcomes and risks.

14.0 GREEN INITIATIVES

- 14.1 Contractor will use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 14.2 Contractor will notify LACDMH staff of Contractor’s new green initiatives prior to Contract commencement.

**STATEMENT OF WORK
ATTACHMENTS**

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CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

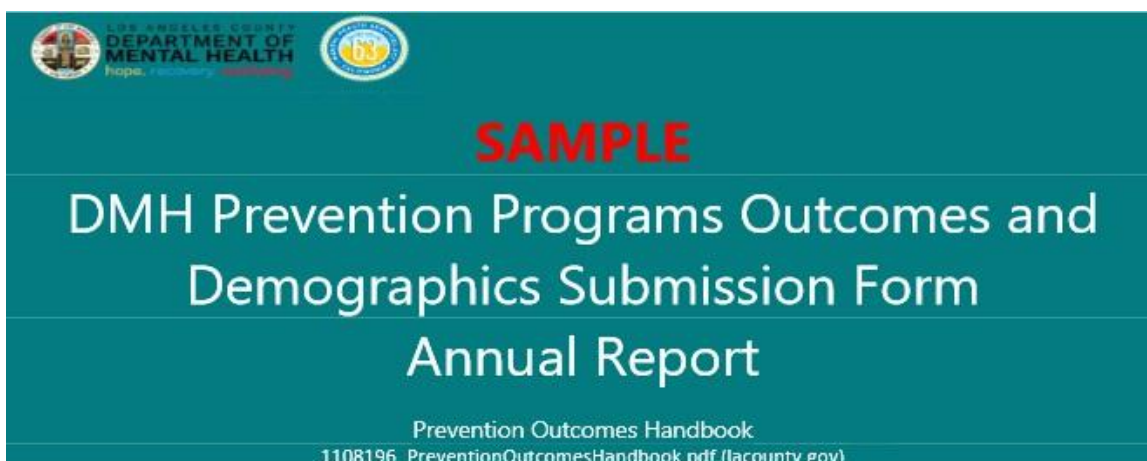
Date: Click or tap here to enter text.		Contractor Response Received: Click or tap here to enter text.			
Contractor: Click or tap here to enter text.	Contract No. Click or tap here to enter text.	County's Project Manager: Click or tap here to enter text.			
Contact Person: Click or tap here to enter 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.			
<p>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.</p>					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
3	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

*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.	

Community Family Resource Center (CFRC)																	
Fiscal Year 20__-20__																	
Lead Agency Name:																	
Agency Name:																	
Supervisory District:																	
Program Information																	
Program name:																	
Target population:																	
Please report the Numbers for each of the Categories per Quarter and Annually:																	
	Quarter 1				Quarter 2				Quarter 3				Quarter 4				Annual
	July	August	September	Aggregate Total	October	November	December	Aggregate Total	January	February	March	Aggregate Total	April	May	June	Aggregate Total	Aggregate Total
Number of:																	
Total individuals served				0				0				0				0	0
Total # Served				0				0				0				0	0
Community Outreach and Engagement Events																	
Ongoing community outreach and engagement events (e.g., support groups, domestic violence classes, parenting classes, etc.)																	
Virtual Events				0				0				0				0	0
Total # of Attendees				0				0				0				0	0
In-person Events				0				0				0				0	0
Total # of Attendees				0				0				0				0	0
Single community outreach events and engagement events (e.g., mental health educational and enrichment activities)																	
Virtual Events				0				0				0				0	0
Total # of Attendees				0				0				0				0	0
In-person Events				0				0				0				0	0
Total # of Attendees				0				0				0				0	0
Large community events (min 50 individual participants)				0				0				0				0	0
Virtual Events				0				0				0				0	0
Total # of Attendees				0				0				0				0	0
In-person Events				0				0				0				0	0
Total # of Attendees				0				0				0				0	0
Case Navigation																	
Referrals for Case Navigation Services				0				0				0				0	0
Opened for Case Navigation Services				0				0				0				0	0
Needs Assessment and Service Plans Completed				0				0				0				0	0
Total # of Served				0				0				0				0	0
Referrals/Linkages																	
Referrals/Linkages				0				0				0				0	0
Total # Referred				0				0				0				0	0
Total # Successfully Linked				0				0				0				0	0
Partnerships																	
Formal partnerships (e.g., MOUs established)				0				0				0				0	0
Informal partnerships (e.g., collaborations)				0				0				0				0	0



1. For which reporting period are you submitting outcomes and demographics?
Annual
2. Name of provider/organization
Click or tap here to enter text.
3. Name of provider/organization representative completing this survey
Click or tap here to enter text.
4. Email address of provider/organization representative completing this survey
Click or tap here to enter text.
5. Phone number of provider/organization representative completing this survey
Click or tap here to enter text.
6. Legal Entity Number
Please indicate "N/A" if you do not have a Legal Entity Number.
Click or tap here to enter text.
7. Prevention Program Name
Click or tap here to enter text.
8. Please provide a **brief** description of the program.
Please describe the population served, frequency, duration, and format of the prevention program and whether it is delivered in-person, by phone, or virtually. You will have the opportunity to tell us more about your specific program later.
Click or tap here to enter text.
9. Please describe any challenges or barriers to data collection your agency experienced during this reporting period.
Click or tap here to enter text.
10. Cumulative number of individuals served as of the end of this reporting period.
Please indicate the cumulative number of individuals served as of the end of this reporting period. If you serve families, please estimate the number of individuals per family to derive the number of individuals served.
Click or tap here to enter text.
11. Is your program delivered in a single event, or over multiple sessions?

Single events are services or presentations that participants attend only one time. If the service is delivered over more than one session, please select multiple sessions. Select the appropriate option (only 1) and answer the questions that corresponds with your selection.

- ☐ Single event (Complete 12a)
- ☐ Multiple sessions (Complete 12b)
- ☐ Single event and Multiple sessions (complete 12c)

12a. Single Event

Cumulative number of single event surveys collected as of the end of this reporting period.

[Click or tap here to enter text.](#)

12b. Multiple Sessions

- Cumulative number of "pre" or baseline surveys collected as of the end of this reporting period.

Enter the number of surveys administered prior to the program starting or at the beginning of the program. If you did not start any programs this reporting period and therefore did not collect any "pre" surveys, indicate "0".

[Click or tap here to enter text.](#)

- Cumulative number of **update** surveys collected as of the end of this reporting period.

Enter the number of update surveys administered. If you did not collect any update surveys, indicate "0".

[Click or tap here to enter text.](#)

- Cumulative number of "post" surveys collected as of the end of this reporting period.

Enter the number of surveys administered at the end of the program. If you did not finish any programs this reporting period and therefore did not collect any "post" surveys, indicate "0".

[Click or tap here to enter text.](#)

- Did you track any participants' outcomes over time by administering a "pre" survey as well as an "update" or "post" survey?

If you have such longitudinal data, please contact PEIOutcomes@dmh.lacounty.gov to arrange transfer of data. Please do not send data without contacting us first.

☐ Yes

☐ No

12c. Single event and multiple sessions

- Cumulative number of single event surveys collected as of the end of this reporting period.*

[Click or tap here to enter text.](#)

- Cumulative number of "pre" or baseline surveys collected as of the end of this reporting period.

Enter the number of surveys administered prior to the program starting or at the beginning of the program. If you did not start any programs this reporting period and therefore did not collect any "pre" surveys, indicate "0".

[Click or tap here to enter text.](#)

- Cumulative number of **update** surveys collected as of the end of this reporting period.

Enter the number of update surveys administered. If you did not collect any update surveys, indicate "0".

[Click or tap here to enter text.](#)

- Cumulative number of "post" surveys collected as of the end of this reporting period.

Enter the number of surveys administered at the end of the program. If you did not finish any programs this reporting period and therefore did not collect any "post" surveys, indicate "0".

[Click or tap here to enter text.](#)

- Did you track any participants' outcomes over time by administering a "pre" survey as well as an "update" or "post" survey?

If you have such longitudinal data, please contact us at PEIOutcomes@dmh.lacounty.gov to arrange transfer of data. Please do not send data without contacting us first

☐ Yes

☐ No

13. Did you collect outcomes with the BUPPS (Brief Universal Prevention Program Survey)?

☐ Yes (answer 13a Single Event or 13b Multiple Sessions based on how the services in your program are delivered. If services are delivered as both Single Event and Multiple Sessions complete both 13a and 13b)

☐ No (answer question 14)

BUPPS Aggregate Scores

You indicated that you administered the BUPPS to your participants. In this section, you will be asked for the number of average aggregate score of different BUPPS subscales. For guidance on calculating these averages, please consult the Prevention Outcomes Handbook.

13a. BUPPS **Single Event**: average aggregate score of BUPPS **Protective Factors** subscale

Please provide the average score of all of your single event BUPPS Protective Factors subscales.

[Click or tap here to enter text.](#)

13b. BUPPS **Multiple Sessions**:

Baseline

- BUPPS **Baseline/"pre"**: average aggregate score of BUPPS **Protective Factors** subscale

Please provide the average score for the BUPPS Protective Factors subscales for all of your surveys administered prior to the program starting.

[Click or tap here to enter text.](#)

- BUPPS **Baseline/"pre"**: average aggregate score of **WHO Wellbeing** subscale

Please provide the average score for the BUPPS Protective Factors subscales for all of your surveys administered prior to the program starting.

[Click or tap here to enter text.](#)

- BUPPS **Baseline/"pre"**: average aggregate score of **Parenting** subscale

Please provide the average score for the Parenting subscales for all of your surveys administered prior to the program starting.

[Click or tap here to enter text.](#)

Update

- BUPPS **Update**: average aggregate score of BUPPS **Protective Factors** subscale

Please provide the average score for the BUPPS Protective Factors subscales for all of your update surveys administered.

[Click or tap here to enter text.](#)

- BUPPS **Update**: average aggregate score of **WHO Wellbeing** subscale

Please provide the average score for the WHO Wellbeing subscales for all of your update surveys administered.

[Click or tap here to enter text.](#)

- **BUPPS Update:** average aggregate score of **Parenting subscale**

Please provide the average score for the Parenting subscales for all of your update surveys administered.

[Click or tap here to enter text.](#)

End/Post

- **BUPPS End/"post":** average aggregate score of **BUPPS Protective Factors subscale**

Please provide the average score for the BUPPS Protective Factors subscales for all of your surveys administered at the end of the program.

[Click or tap here to enter text.](#)

- **BUPPS End/"post":** average aggregate score of **WHO Wellbeing subscale**

Please provide the average score for the WHO Wellbeing subscales for all of your surveys administered at the end of the program.

[Click or tap here to enter text.](#)

- **BUPPS End/"post":** average aggregate score of **Parenting subscale**

Please provide the average score for the Parenting subscales for all of your surveys administered at the end of the program.

[Click or tap here to enter text.](#)

Other Outcomes Measures

14. You indicated that you did not administer the BUPPS to your participants.

- What outcome measure are you using to determine whether protective factors increased or risk factors decreased during the prevention program?

Please tell us the name and version of the outcome measure you are using if applicable

[Click or tap here to enter text.](#)

Annual Report Narrative

15. If the number of surveys collected differs from the number of individuals served, please briefly explain why.

*If you were unable to collect survey responses for all of the participants served please briefly explain why. If the number of individuals served equal the number of surveys collected, please indicate **N/A**.*

[Click or tap here to enter text.](#)

16. Please explain the purpose and reason for your prevention program.

Describe the target population, participants' risk of mental illness, the problem and need, negative outcomes as a consequence of untreated mental illness, how the program is likely to bring about reduction of negative outcomes, how the program's effectiveness has been demonstrated for the intended population, how the program meets standards of cultural competence, etc.

[Click or tap here to enter text.](#)

17. Please provide a few statements about changes in average aggregate outcomes among your population served.

In other words, which protective factors increased, and by how much? Or, which risk factors decreased, and by how much? For example, you might say something like: "The protective factor of hopefulness as measured by question #1 on the BUPPS 12+ increased from an average of 2.2 to an average of 3.1 indicating an increase in hopefulness."

[Click or tap here to enter text.](#)

Demographics - Sex Designated or Listed at Birth

Per the Prevention Outcomes Handbook: -The total number of respondents for this section should equal the total number of single event and/or baseline survey respondents. -Please verify that the responses sum to the total number of unduplicated individuals served this fiscal year-to-date. Do not include responses to "update" surveys or "post" surveys.

- 18. Number of **Male** responses [Click or tap here to enter text.](#)
- 19. Number of **Female** responses [Click or tap here to enter text.](#)
- 20. Number of **X** responses [Click or tap here to enter text.](#)
- 21. Number of **Another category (e.g. Intersex)** responses [Click or tap here to enter text.](#)
- 22. Number of **Decline to answer/Missing/Unknown** responses [Click or tap here to enter text.](#)
- 23. Total Number of Respondents [Click or tap here to enter text.](#)

Demographics - Gender Identity

Per the Prevention Outcomes Handbook: -This question is not required for youth under 12 years of age. -Respondents can select more than one option. -Do not include responses to "update" surveys or "post" surveys.

- 24. Number of **Man** responses [Click or tap here to enter text.](#)
- 25. Number of **Woman** responses [Click or tap here to enter text.](#)
- 26. Number of **Transgender man/Transmasculine** responses [Click or tap here to enter text.](#)
- 27. Number of **Transgender woman/Transfeminine** responses [Click or tap here to enter text.](#)
- 28. Number of **Non-binary (e.g. genderqueer or gender expansive)** responses [Click or tap here to enter text.](#)
- 29. Number of **Another category (e.g. Two-Spirit)** responses [Click or tap here to enter text.](#)
- 30. Number of **Undecided/unknown at this time** responses [Click or tap here to enter text.](#)
- 31. Number of **Prefer not to answer/Missing/Not sure what this question means** responses [Click or tap here to enter text.](#)
- 32. Total Number of Respondents (Current Gender Identity) [Click or tap here to enter text.](#)

Demographics - Age

Per the Prevention Outcomes Handbook: -The total number of respondents for this section should equal the total number of single event and/or baseline survey respondents. -Please verify that the responses sum to the total number of unduplicated individuals served this fiscal year-to-date. Do not include responses to "update" surveys or "post" surveys.

- 33. Number of **Age 15 and under** responses [Click or tap here to enter text.](#)
- 34. Number of **Between 16 and 25** responses [Click or tap here to enter text.](#)
- 35. Number of **Between 26 and 59** responses [Click or tap here to enter text.](#)
- 36. Number of **Older than 60** responses [Click or tap here to enter text.](#)
- 37. Number of **Decline to answer/Missing/Unknown** responses [Click or tap here to enter text.](#)
- 38. Total Number of Respondents (Age) [Click or tap here to enter text.](#)

Demographics - Ethnicity

Per the Prevention Outcomes Handbook: -The total number of respondents for this section should equal the total number of single event and/or baseline survey respondents. -Please verify that the responses sum to the total number of unduplicated individuals served this fiscal year-to-date. Do not include responses to "update" surveys or "post" surveys.

39. Number of **Caribbean (Hispanic/Latino)** responses [Click or tap here to enter text.](#)
40. Number of **Central American (Hispanic/Latino)** responses [Click or tap here to enter text.](#)
41. Number of **Mexican/Mexican-American/Chicano (Hispanic/Latino)** responses [Click or tap here to enter text.](#)
42. Number of **Puerto Rican (Hispanic/Latino)** responses [Click or tap here to enter text.](#)
43. Number of **South American (Hispanic/Latino)** responses [Click or tap here to enter text.](#)
44. Number of **Other (Hispanic/Latino)** responses [Click or tap here to enter text.](#)
45. Number of **African** responses [Click or tap here to enter text.](#)
46. Number of **Asian Indian/South Asian** responses [Click or tap here to enter text.](#)
47. Number of **Cambodian** responses [Click or tap here to enter text.](#)
48. Number of **Chinese** responses [Click or tap here to enter text.](#)
49. Number of **Eastern European** responses [Click or tap here to enter text.](#)
50. Number of **European** responses [Click or tap here to enter text.](#)
51. Number of **Filipino** responses [Click or tap here to enter text.](#)
52. Number of **Japanese** responses [Click or tap here to enter text.](#)
53. Number of **Korean** responses [Click or tap here to enter text.](#)
54. Number of **Middle Eastern** responses [Click or tap here to enter text.](#)
55. Number of **Vietnamese** responses [Click or tap here to enter text.](#)
56. Number of **More than one ethnicity** responses [Click or tap here to enter text.](#)
57. Number of **Other** responses [Click or tap here to enter text.](#)
58. Number of **Decline to answer/Missing/Unknown** responses [Click or tap here to enter text.](#)
59. Total Number of Respondents (Ethnicity) [Click or tap here to enter text.](#)

Demographics - Race

Per the Prevention Outcomes Handbook: -The total number of respondents for this section should equal the total number of single event and/or baseline survey respondents. -Please verify that the responses sum to the total number of unduplicated individuals served this fiscal year-to-date. Do not include responses to "update" surveys or "post" surveys.

60. Number of **American Indian or Alaska Native** responses [Click or tap here to enter text.](#)
61. Number of **Asian** responses [Click or tap here to enter text.](#)
62. Number of **Black or African American** responses [Click or tap here to enter text.](#)
63. Number of **Native Hawaiian or other Pacific Islander** responses [Click or tap here to enter text.](#)
64. Number of **White** responses [Click or tap here to enter text.](#)
65. Number of **Other** responses [Click or tap here to enter text.](#)
66. Number of **More than one race** responses [Click or tap here to enter text.](#)
67. Number of **Decline to answer/Missing/Unknown** responses [Click or tap here to enter text.](#)
68. Total Number of Respondents (Race) [Click or tap here to enter text.](#)

Demographics - Language

Per the Prevention Outcomes Handbook: -The total number of respondents for this section should equal the total number of single event and/or baseline survey respondents. -Please verify that the responses sum to the total number of unduplicated individuals served this fiscal year-to-date. Do not include responses to "update" surveys or "post" surveys.

69. Number of **Arabic** responses [Click or tap here to enter text.](#)
70. Number of **Armenian** responses [Click or tap here to enter text.](#)
71. Number of **Cambodian** responses [Click or tap here to enter text.](#)
72. Number of **Cantonese** responses [Click or tap here to enter text.](#)
73. Number of **English** responses [Click or tap here to enter text.](#)
74. Number of **Farsi** responses [Click or tap here to enter text.](#)
75. Number of **Hmong** responses [Click or tap here to enter text.](#)
76. Number of **Korean** responses [Click or tap here to enter text.](#)
77. Number of **Mandarin** responses [Click or tap here to enter text.](#)
78. Number of **Other Chinese** responses [Click or tap here to enter text.](#)
79. Number of **Russian** responses [Click or tap here to enter text.](#)
80. Number of **Spanish** responses [Click or tap here to enter text.](#)
81. Number of **Tagalog** responses [Click or tap here to enter text.](#)
82. Number of **Vietnamese** responses [Click or tap here to enter text.](#)
83. Number of **American Sign Language** responses [Click or tap here to enter text.](#)
84. Number of **Other** responses [Click or tap here to enter text.](#)
85. Number of **Decline to answer/Missing/Unknown** responses [Click or tap here to enter text.](#)
86. Total Number of Respondents (Language) [Click or tap here to enter text.](#)

Demographics - Sexual Orientation

Per the Prevention Outcomes Handbook: -This question is not required for youth under 12 years of age. -Respondents can select more than one option. -Do not include responses to "update" surveys or "post" surveys.

87. Number of **Heterosexual/straight** responses [Click or tap here to enter text.](#)
88. Number of **Gay or Lesbian** responses [Click or tap here to enter text.](#)
89. Number of **Bisexual or Pansexual** responses [Click or tap here to enter text.](#)
90. Number of **Something else (e.g. queer, asexual)** responses [Click or tap here to enter text.](#)
91. Number of **Undecided/unknown at this time** responses [Click or tap here to enter text.](#)
92. Number of **Prefer not to answer/Prefer no labels/Not sure what this question means/Missing/Unknown** responses [Click or tap here to enter text.](#)
93. Total Number of Respondents (Sexual Orientation) [Click or tap here to enter text.](#)

Demographics - Disability

Per the Prevention Outcomes Handbook: -The total number of respondents for this section should equal the total number of single event and/or baseline survey respondents. -Please verify that the responses sum to the total number of unduplicated individuals served this fiscal year-to-date. Do not include responses to "update" surveys or "post" surveys.

94. Number of **Yes Disability** responses [Click or tap here to enter text.](#)
95. Number of **No Disability** responses [Click or tap here to enter text.](#)
96. Number of **Decline to answer/Missing/Unknown** responses (Disability) [Click or tap here to enter text.](#)
97. Total Number of Respondents (Disability) [Click or tap here to enter text.](#)

Demographics - Disability Type

Per the Prevention Outcomes Handbook: -Respondents can select more than one option. -Do not include responses to "update" surveys or "post" surveys.

- 98. Number of **A mental disability** responses [Click or tap here to enter text.](#)
- 99. Number of **physical/mobility disability** responses [Click or tap here to enter text.](#)
- 100. Number of **A chronic health condition, such as chronic pain** responses [Click or tap here to enter text.](#)
- 101. Number of **Difficulty seeing** responses [Click or tap here to enter text.](#)
- 102. Number of **Difficulty hearing** responses [Click or tap here to enter text.](#)
- 103. Number of **Another communication disability** responses [Click or tap here to enter text.](#)
- 104. Number of **Another type of disability** responses [Click or tap here to enter text.](#)
- 105. Number of **Decline to answer/Missing/Unknown** responses (Disability Type) [Click or tap here to enter text.](#)

Demographics - Veteran Status

Per the Prevention Outcomes Handbook: -This question is not required for youth under 12 years of age. -Do not include responses to "update" surveys or "post" surveys.

- 106. Number of **Yes** responses [Click or tap here to enter text.](#)
- 107. Number of **No** responses [Click or tap here to enter text.](#)
- 108. Number of **Decline to answer/Missing/Unknown** responses [Click or tap here to enter text.](#)
- 109. Total Number of Respondents (Veteran Status) [Click or tap here to enter text.](#)

Los Angeles County – Department of Mental Health
Community and Family Resource Center
Fiscal Provisions

1.0 ANNUAL MAXIMUM CONTRACT AMOUNT

The Los Angeles County (LAC or County) will pay Contractor in arrears for all services provided under the Contract according to the Maximum Contract Amount (MCA) and annual allocation indicated in table below, of the Contract and in accordance with Exhibit A (Statement of Work (SOW) and Attachments) and annual amounts reflected in the chart below. Contractor will have no claim against County for payment for any services provided by Contractor after the expiration or termination of the Contract or any part thereof.

Year	MCA
Year One	\$5,000,000
Year Two	\$5,000,000

1.1 Subcontracting

To expand their prevention network, Contractor will use up to 20 percent (20%) of their total annual MCA in Section 1.0 above to subcontract with community-based organizations (CBOs) whose subcontracted activities, resources, and/or supports directly relate to the successful implementation of prevention program activities. These subcontractors must include agencies who have expertise in domestic violence/intimate partner violence (DV/IPV), prenatal to age 5 services, and gun violence. Contractor's invoices must include supporting documentation for all services provided by subcontractors.

2.0 INVOICE

Exhibit C (Contractor's invoice) will capture all services provided under the SOW and include line items with corresponding amounts and conform to guidelines included in the invoice template.

3.0 INVOICE SUBMISSION

- 3.1 Contractor will submit a completed and signed invoice with all supporting documentation within 15 business days from the month following the month in which the expenditures occurred. If the invoice is not received within these timelines, the Department of Mental Health (DMH), at its sole discretion, reserves the right to approve or deny payment with written notification.
- 3.2 Supporting documentation will clearly identify and support the charges on the invoice. Unless LACDMH specifies or instructs otherwise, copies of supporting documents are acceptable.

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager or designee prior to

any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 3.3 Contractor must retain all relevant supporting documents and make them available to LACDMH at any time for audit purposes.
- 3.4 Payments for services billed through invoices shall be paid within 60 calendar days after receipt of a complete and accurate invoice, subject to the limitations and conditions specified in Exhibit B (Fiscal Provisions) of this contract.
- 3.5 At any time, if the County reasonably determines from a review of Contractor's service and billing records that the Contractor failed to deliver required services associated with this Contract, County shall have the right to adjust and/or recover payment(s) associated with such service(s). The recovery from the Contractor shall be made through cash payment and/or County offsets from future payment(s).
- 3.6 This Contract is also subject to any additional restrictions, limitations, or conditions imposed by the State, and federal government which may in any way affect the provisions of payment or funding of this Contract.
- 3.7 At any time, DMH has the discretion to deny payment, in full or in part, if the Contractor did not meet the outcomes/performance requirements outlined in Exhibit A (SOW and Attachments) of this contract.
- 3.8 Contractor will submit all invoice questions to Kanchana Tate at (KTate@dmh.lacounty.gov).
- 3.9 Contractor will submit all invoices and supporting documentation to:

Attn: Kanchana Tate
 Los Angeles County – Department of Mental Health
 510 S. Vermont Ave. 22nd Floor
 Los Angeles, CA 90020
 (KTate@dmh.lacounty.gov)

4.0 REIMBURSEMENT

- 4.1 Upon review and approval of complete and accurate invoices, County agrees to reimburse Contractor for services rendered under this Contract. Payments for services will be paid within 60 calendar days after receipt of a complete and accurate invoice, subject to the limitations and conditions specified in this Contract.
- 4.2 LACDMH will make reimbursements payable to Contractor and send payments to:
 Name of Agency: _____
 Address of Agency: _____
 City, State, Zip: _____
- 4.3 Funding for this program is contingent upon the availability of funds from the State.

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
PREVENTION DIVISION

Name of Contractor
Community Family Resource Center Invoice

DRAFT

Contract Number:

Month:

Invoice Number:

CFRC-SD -

To: Kanchana Tate, LCSW 510 S Vermont Ave, 22nd Fl Los Angeles, CA 90020 ktate@dmh.lacounty.gov	Fiscal Year July 2025 - June 2026	Check One (Quarter) <input type="checkbox"/> Q1 <input type="checkbox"/> Q2 <input type="checkbox"/> Q3 <input type="checkbox"/> Q4
--	--------------------------------------	---

Retain the final invoice submitted and all supporting receipts.
These documents are to be made available to DMH upon request or in the event of an audit.

	Quantity/Unit	Costs
Contractor		
One Time Costs (must be invoiced in the first quarter (July - September of FY 25-26))		
Startup Funds		
Personnel		
Program Director		
Clinical Supervisor		
Administrative Coordinator		
Case Navigators/Managers		
Community Engagement Specialists		
Personnel Total		\$ -
Employee Benefits		
Payroll Taxes		
Benefits		
Employee Benefits Total		\$ -
Services & Supplies		
Community Outreach & Engagement Events		
Community Empowerment & Leadership Development (Engagement & Incentives)		
Program Participant Supports & Supplies		
Professional Development/Staff Training		
Travel (mileage/parking)		
IT/laptops/computers/tablets, software		
Cell phones & service		
S & S Total		\$ -
Contractor Total		\$ -
Subcontractor (not to exceed 20% of allocation)		
CBO Subcontracting Partnerships		
Subtotal		\$ -
Administration		
Overhead/Indirect Costs (capped at 15% for for the contract. This must be split between the Conractor and the Subcontractor)	0%	\$ -
Total		\$ -

Please address any questions to:

Name and title

Name of Organization

Address

City, State Zip Code

Phone

Email

Contractor Approver:

Signature

Date

DMH Approver:

Signature

Date

Submit invoices to Accounts Payable
APSEUIquiry@dmh.lacounty.gov

ADMINISTRATION OF CONTRACT - COUNTYCONTRACT NO. MH_____**COUNTY'S PROJECT DIRECTOR:**Name: Lisa H. Wong, Psy.D.Title: DirectorAddress: 510 S. Vermont Avenue, 22nd FloorLos Angeles, CA 90020Telephone: (213) 947-6670E-Mail Address: LWong@dmh.lacounty.gov**COUNTY'S PROJECT MANAGER:**Name: Kanchana Tate, LCSWTitle: Mental Health Clinical Program Manger IIAddress: 510 S. Vermont Avenue, 22nd FloorLos Angeles, CA 90020Telephone: (213) 943-9765E-Mail Address: KTate@dmh.lacounty.gov**COUNTY'S PROJECT MONITOR:**Name: Claudia Deras, LCSWTitle: Mental Health Clinical SupervisorAddress: 20101 Hamilton Avenue, Ste. 155Torrance, CA 90502Telephone: 213-943-9731E-Mail Address: CDeras@dmh.lacounty.gov

ADMINISTRATION OF CONTRACT - CONTRACTOR

CONTRACTOR'S NAME

CONTRACT NO. _____

CONTRACTOR'S PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

CONTRACTOR'S ALTERNATE PROJECT MANAGER(S):

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

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 Your 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.

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR: _____ Contract No.: MH _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

CONTRACTOR _____ Contract No.: MH _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____ / ____ / ____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

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

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

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

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

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

Therefore, the parties agree as follows:

1. DEFINITIONS

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

- 1.4 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
 - 1.5 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
 - 1.6 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
 - 1.7 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
 - 1.8 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S. C. § 17921.)
 - 1.9 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
 - 1.10 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.
 - 1.11 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
 - 1.12 "Individual" has the same meaning as the term "individual" at 45
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C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

- 1.13 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
 - 1.14 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 164.502 (b).
 - 1.15 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.
 - 1.16 "Required by Law" has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
 - 1.17 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
 - 1.18 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
 - 1.19 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
 - 1.20 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
 - 1.21 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
 - 1.22 "Use" or "Uses" means, with respect to Protected Health Information,
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the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

- 1.23 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

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

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health
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Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
 - 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.
 - 4.3 Business Associate shall be responsible for the provision of an annual mandatory information security and privacy training, for all staff that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, at the time of initial employment and on an ongoing basis as required by federal and State law, including but not limited to Health Insurance Portability and Accountability Act (HIPAA).
 - 4.3.1 Business Associate shall monitor, track, document and make available upon request by the federal, State and/or County government the annual information security and privacy training (e.g., training bulletins/flyers, sign-in sheets specifying name and function of staff, and/or individual certificates of completion, etc.) provided to Business Associate's workforce members, including clerical, administrative/management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County.
 - 4.4 Business Associate shall ensure that all workforce members, including clerical, administrative, management, clinical, subcontractors, and independent contractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use,
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and Enforcement Policies. The statement must be signed by the workforce member prior to access sensitive content such as Protected Health Information. The statement must be renewed annually.

- 4.5 Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of Business Associate's security and privacy policies and procedures, including termination of employment where appropriate.

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

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/ or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
- 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
- 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which Business Associate becomes aware.
- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.
- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.
- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of
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Unsecured Protected Health Information to
(562) 940-3335 that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach

5.2.2 Business Associate shall make a written report without unreasonable delay and in no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the **HIPAA Compliance Officer at: Hall of Records, County of Los Angeles, Chief Executive Office, Risk Management Branch-Office of Privacy, 320 W. Temple Street, 7th Floor, Los Angeles, California 90012**, CISO- CPO_Notify@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);
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- (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
 - (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
- 5.2.3 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
 - (a) 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.
- 5.2.4 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
 - 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
 - 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

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

- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify County.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 17.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered
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Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individuals(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. AMENDMENT OF PROTECTED HEALTH INFORMATION

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

9. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in
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accordance with 45 C.F.R. § 164.528.

9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:

- (a) The date of the Disclosure;
- (b) The name, and address if known, of the entity or person who received the Protected Health Information;
- (c) A brief description of the Protected Health Information Disclosed; and
- (d) A brief statement of the purpose of the Disclosure.

9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1 and shall maintain the information for six (6) years from the date of the Disclosure.

9.2 Business Associate shall provide to Covered Entity, within 10 business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) business days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

10. COMPLIANCE WITH APPLICABLE HIPAA RULES

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

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

10.3 Business Associate must demonstrate its compliance with Los Angeles County Board of Supervisors Policies and the requirements stated in this Business Associate Agreement Under the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Business Associate must attest that it has implemented Exhibit Q Information Security and Privacy Requirements for Contracts. The completed Exhibit R, "DMH

Contractor's Compliance with Information Security Requirements" questionnaire must be returned to DMH Information Security Officer (DISO) for approval within 10 business days from the signed date of this agreement, and must be approved prior to the commencement of this agreement with the County and annually thereafter.

Business Associate must be prepared to provide supporting evidence upon request.

- 10.4 During the term of the agreement, Business Associate must notify the Covered Entity within 10 days of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Dependent on the adjustment, Business Associate may be asked to re-submit Exhibit R "DMH Contractor's Compliance with Information Security Requirements" questionnaire, to document the change.
- 10.5 Business Associate must ensure that prior to access, its workforce members including Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of Business Associate or the County, acknowledge and sign the Exhibit S, "The Confidentiality Oath (Non-DMH Workforce Members)", of the agreement. Business Associate must maintain and make available upon request by the federal, State and/or County representatives.

11. AVAILABILITY OF RECORDS

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

12. MITIGATION OF HARMFUL EFFECTS

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

13. BREACH NOTIFICATION TO INDIVIDUALS

- 13.1 Business Associate shall, to the extent Covered Entity determines that
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there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.

13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.

13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:

- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
- (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- (c) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;
- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in

establishing the contact procedures required by Section 13.1.2.

14. INDEMNIFICATION

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

15. OBLIGATIONS OF COVERED ENTITY

- 15.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own Uses and Disclosures accordingly.
- 15.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

16. TERM

- 16.1 The term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 16.2 Notwithstanding Section 16.1, Business Associate's obligations under Sections 11, 14, and 17 shall survive the termination or expiration of this Business Associate Agreement.
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17. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

17.1 Except as provided in Section 17.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 17.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

17.2 Destruction for purposes of Section 17.2 and Section 6.6 shall mean that media on which the Protected Health Information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.

17.3 Notwithstanding Section 17.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

17.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

17.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

- 17.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 17.2.

18. AUDIT, INSPECTION, AND EXAMINATION

- 18.1 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 the underlying agreement.
- 18.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.
- 18.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.
- 18.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 18.1 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.
- 18.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 18.6 Section 18.1 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.

19. MISCELLANEOUS PROVISIONS

- 19.1 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.
- 19.2 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.
- 19.3 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 19.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 19.5 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.
- 19.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules.
- 19.7 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.

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BUSINESS ASSOCIATE

By

Authorized Signatory Name

Authorized Signatory Title

Authorized Signatory Signature

Date

ATTESTATION REGARDING INFORMATION SECURITY REQUIREMENTS

Contractor must comply with Los Angeles County Board of Supervisors Policy No. 5.200 "Contractor Protection of Electronic County Information" security and privacy requirements.

_____ (hereafter "Contractor") acknowledges and certifies that safeguards are in place to protect electronically stored and/or transmitted personal identifiable information (PII); protected health information (PHI) and medical information (MI).

Contractor acknowledges it is the Contractor's responsibility to access the following link: <https://dmh.lacounty.gov/for-providers/administrative-tools/administrative-forms/contract-attachments/> **annually and upon notification by DMH of updated Information Security Attachments to complete, or update, the forms listed below that are applicable to their contract:**

- ☐ Attachment 1 – Information Security and Privacy Requirements for Contracts
- ☐ Attachment 2 – DMH Contractor's Compliance with Information Security Requirements
- ☐ Attachment 3 – Confidentiality Oath for Non-DMH Workforce Members
- ☐ Attachment 4 – Electronic Data Transmission Trading Partner Attachment (TPA)

Further, Contractor agrees to comply with the terms and conditions of the attachments listed above, which are by this reference made a part of the Contract. It is Contractor's responsibility to access the link above, complete the attachments as specified and only return the documents where submission is indicated, via email to the Contract Administrator listed in Exhibit D (Administration of Contract - County).

Name of authorized official (Official Name) _____
Printed name

Signature of authorized official _____ Date _____

CONTRIBUTION AND AGENT DECLARATION FORM

This form must be completed separately by all bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles ("County").

Pursuant to the Levine Act (Government Code section 84308), a member of the Board of Supervisors, other elected County officials (the Sheriff, Assessor, and the District Attorney), and other County employees and/or officers ("County Officers") are disqualified and not able to participate in a proceeding involving contracts, franchises, licenses, permits and other entitlements for use if the County Officer received more than \$250 in contributions in the past 12 months from the bidder, proposer or applicant, any paid agent of the bidder, proposer, or applicant, or any financially interested participant who actively supports or opposes a particular decision in the proceeding.

State law requires you to disclose information about contributions made by you, your company, and lobbyists and agents paid to represent you. Failure to complete the form in its entirety may result in significant delays in the processing of your application and potential disqualification from the procurement or application process.

You must fully answer the applicable questions below. You ("Declarant"), or your company, if applicable, including all entities identified below (collectively, "Declarant Company") must also answer the questions below. The term "employee(s)" shall be defined as employees, officers, partners, owners, or directors of Declarant Company.

An affirmative response to any questions will not automatically cause the disqualification of your bid/proposal, or the denial of your application for a license, permit or other entitlement. However, failure to answer questions completely, in good faith, or providing materially false answers may subject a bidder/proposer to disqualification from the procurement.

This material is intended for use by bidders/proposers, including all prime contractors and subcontractors, and by all applicants for licenses, permits, and other entitlements for use issued by the County of Los Angeles and does not constitute legal advice. If you have questions about the Levine Act and how it applies to you, you should call your lawyer or contact the Fair Political Practices Commission for further guidance.

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Rev. [4/16/24]

CONTRIBUTION AND AGENT DECLARATION FORM

Complete each section below. State "none" if applicable.

A. COMPANY OR APPLICANT INFORMATION

1) Declarant Company or Applicant Name:

a) If applicable, identify all subcontractors that have been or will be named in your bid or proposal: _____

b) If applicable, variations and acronyms of Declarant Company's name used within the past 12 months: _____

c) Identify all entities or individuals who have the authority to make decisions for you or Declarant Company about making contributions to a County Officer, regardless of whether you or Declarant Company have actually made a contribution:

[IF A COMPANY, ANSWER QUESTIONS 2 - 3]

2) Identify only the Parent(s), Subsidiaries and Related Business Entities that Declarant Company has controlled or directed, or been controlled or directed by. "Controlled or directed" means shared ownership, 50% or greater ownership, or shared management and control between the entities.

a) Parent(s):

b) Subsidiaries:

c) Related Business Entities:

3) If Declarant Company is a closed corporation (non-public, with under 35 shareholders), identify the majority shareholder.

4) Identify all entities (proprietorships, firms, partnerships, joint ventures, syndicates, business trusts, companies, corporations, limited liability companies, associations, committees, and any other organization or group of persons acting in concert) whose contributions you or Declarant Company have the authority to direct or control.

CONTRIBUTION AND AGENT DECLARATION FORM

- 5) Identify any individuals such as employees, agents, attorneys, law firms, lobbyists, and lobbying firms who are or who will act on behalf of you or Declarant Company and who will receive compensation to communicate with a County Officer regarding the award or approval of **this** contract or project, license, permit, or other entitlement for use.

*(Do **not** list individuals and/or firms who, as part of their profession, either (1) submit to the County drawings or submissions of an architectural, engineering, or similar nature, **or** (2) provide purely technical data or analysis, **and** who will not have any other type of communication with a County agency, employee, or officer.)*

- 6) If you or Declarant Company are a 501(c)(3) non-profit organization, identify the compensated officers of your organization and the compensated members of your board.

B. CONTRIBUTIONS

- 1) Have you or the Declarant Company solicited or directed your employee(s) or agent(s) to make contributions, whether through fundraising events, communications, or any other means, to a County Officer in the past 12 months? If so, provide details of each occurrence, including the date.

Date (contribution solicited, or directed)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

- 2) Disclose all contributions made by you or any of the entities and individuals identified in Section A to a County officer in the past 12 months.

Date (contribution made)	Name (of the contributor)	Recipient Name (elected official)	Amount

*Please attach an additional page, if necessary.

CONTRIBUTION AND AGENT DECLARATION FORM**C. DECLARATION**

By signing this Contribution and Agent Declaration form, you (Declarant), or you and the Declarant Company, if applicable, attest that you have read the entirety of the Contribution Declaration and the statements made herein are true and correct to the best of your knowledge and belief. (Only complete the one section that applies.)

There are _____ additional pages attached to this Contribution Declaration Form.

COMPANY BIDDERS OR APPLICANTS

I, _____ (Authorized Representative), on behalf of _____ (Declarant Company), at which I am employed as _____ (Title), attest that after having made or caused to be made a reasonably diligent investigation regarding the Declarant Company, the foregoing responses, and the explanation on the attached page(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject Declarant Company to consequences, including disqualification of its bid/proposal or delays in the processing of the requested contract, license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

By signing this Contribution and Agent Declaration form, you also agree that, if Declarant Company hires an agent, such as, but not limited to, an attorney or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, you agree to inform the County of the identity of the agent or lobbyist and the date of their hire. You also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County officer (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by the Declarant Company, or, if applicable, any of the Declarant Company's proposed subcontractors, agents, lobbyists, and employees who have communicated or will communicate with the County about this contract, license, permit, or other entitlement after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date

CONTRIBUTION AND AGENT DECLARATION FORM**INDIVIDUAL BIDDERS OR APPLICANTS**

I, _____, declare that the foregoing responses and the explanation on the attached sheet(s), if any, are correct to the best of my knowledge and belief. Further, I understand that failure to answer the questions in good faith or providing materially false answers may subject me to consequences, including disqualification of my bid/proposal or delays in the processing of the requested license, permit, or other entitlement.

IMPORTANT NOTICE REGARDING FUTURE AGENTS AND FUTURE CONTRIBUTIONS:

If I hire an agent or lobbyist during the course of these proceedings and will compensate them for communicating with the County about this contract, project, permit, license, or other entitlement for use, I agree to inform the County of the identity of the agent or lobbyist and the date of their hire. I also agree to disclose to the County any future contributions made to members of the County Board of Supervisors, another elected County official (the Sheriff, Assessor, and the District Attorney), or any other County officer or employee by me, or an agent such as, but not limited to, a lobbyist or attorney representing me, that are made after the date of signing this disclosure form, and within 12 months following the approval, renewal, or extension of the requested contract, license, permit, or entitlement for use.

Signature

Date