



Board of Supervisors Health and Mental Health Cluster Agenda Review Meeting

DATE: July 23, 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. **Information Items (Any Information Item is subject to discussion and/or presentation at the request of two or more Board offices):**
 - a. **DPH:** Recommendation to Continue the Declared Local Health Emergency for the January 2025 Critical Fire Events (#08286)

- b. **DMH:** Approval of an Amendment to the Existing Mental Health Services Act Master Agreement Work Order No. Mh550002 on a Sole Source Basis with the National Alliance on Mental Illness Greater Los Angeles County to Increase the Total Contract Amount

III. **Board Motions:**

- a. **SD3:** Advocating for Planned Parenthood Health Centers
- b. **SD3:** Funding for Health at Stake: Empowering Communities to Vaccinate Today

IV. **Presentation Item:**

- a. **CEO:** Responses to the 2024-2025 Civil Grand Jury Interim Report
Presenters: Carrie Miller, Senior Manager and Paul Nakashima, Senior Analyst

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

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

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

VII. Public Comment

VIII. Adjournment

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

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/23/2025	
BOARD MEETING DATE	8/12/2025	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Department of Public Health	
SUBJECT	RECOMMENDATION TO CONTINUE THE DECLARED LOCAL HEALTH EMERGENCY FOR THE JANUARY 2025 CRITICAL FIRE EVENTS	
PROGRAM	Executive Office Services	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ 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:
	TERMS (if applicable):	
	Explanation: There is no fiscal impact related to the continuance of this local health emergency, but the proclamation of local health emergency could allow the County to seek recovery of eligible costs from the Federal Emergency Management Agency and State of California. The County will incur costs associated with the response to and recovery from the local health emergency.	
PURPOSE OF REQUEST	The local health emergency declared by the local health officer on January 10, 2025, was ratified by the Board on January 14, 2025, and initially extended on February 11, 2025, and continued thereafter, must be reviewed by the Board to determine the need for the local health emergency to remain in effect at least once every 30 days, until it is terminated; and (2) proclaim the local health emergency terminated at the earliest possible date that conditions warrant the termination. Public Health and the Los Angeles County Health Officer have reviewed the need for the proclaimed local health emergency referenced above to remain in effect and recommend that the local health emergency be continued.	
BACKGROUND	The January 2025 Windstorm and Critical Fire Events are an ongoing local health emergency in Los Angeles County, which has required an ongoing response to several	

(include internal/external issues that may exist including any related motions)	destructive and wind-driven fires, especially the Palisades and Eaton Fires. These fires have burned thousands of residences and structures and resulted in massive amounts of post-fire health hazards in the form of burned hazardous materials and hazardous ash, soot and fire debris remaining in the burn and surrounding areas. The recovery response to these catastrophic fire events requires the ongoing need for federal, State and local emergency response and recovery operations to implement and complete a large scale urban wildfire debris removal and disposal and evaluate related human health risks. <u>Board Motion</u> On January 14, 2025, via motion, the Board ratified the County Health Officer's Declaration of Local Health Emergency made on January 10, 2025, for the January 2025 Windstorm and Critical Fire Events, in the County of Los Angeles. The Proclamation of Local Health Emergency shall remain in effect until its termination is proclaimed by the Board.
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☐ Yes ☒ No If Yes, please state which one(s) and explain how:
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: • Joshua Bobrowsky Director of Government Affairs, Public Health jbobrowsky@ph.lacounty.gov • Blaine D. McPhillips Senior Deputy County Counsel Health Services Division bmcphillips@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

313 North Figueroa Street, Suite 806
Los Angeles, CA 90012
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www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

Hilda L. Solis
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Second District

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Fifth District

DRAFT

August 12, 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:

**RECOMMENDATION TO CONTINUE THE DECLARED LOCAL HEALTH
EMERGENCY FOR THE JANUARY 2025 CRITICAL FIRE EVENTS
(ALL AFFECTED) (3 VOTES)**

SUBJECT

The Department of Public Health (Public Health) is recommending that the Board of Supervisors (Board) continue the local health emergency declared on January 10, 2025, in response to the January 2025 Windstorm and Critical Fire Events impacting Los Angeles County (County).

IT IS RECOMMENDED THAT THE BOARD:

Adopt and instruct the Chair of the Board to execute the attached Resolution to Continue the Local Health Emergency due to the January 2025 Windstorm and Critical Fire Events.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The local health emergency declared by the local health officer on January 10, 2025, was ratified by the Board on January 14, 2025, and initially continued by the Board on February 11, 2025, must be reviewed by the Board to determine the need for the local health emergency to remain in effect at least once every 30 days, until it is terminated; and (2) proclaim the local health emergency terminated at the earliest possible date that conditions warrant the termination.

Public Health and the County Health Officer have reviewed the need for the proclaimed local health emergency referenced above to remain in effect and is recommending that the local health emergency be continued. This review included considerations of the extent to which the specified conditions for the proclaimed local health emergency, such as the continued existence of hazardous fire ash, soot, and debris remaining inside and near the burn areas; the ongoing need to complete a large scale urban wildfire debris removal and disposal response; the ongoing need for federal and/or State financial assistance; and the extent to which departments continue to engage in essential emergency-related activities that are dependent on the local health emergency remaining in effect.

The January 2025 Critical Fire Events are an ongoing local health emergency in the County, which has required an ongoing response to several destructive and wind-driven fires, especially the Palisades and Eaton Fires. These fires have resulted in massive amounts of post-fire health hazards in the form of burned hazardous materials and hazardous ash, soot and fire debris remaining in the burn and surrounding areas. These catastrophic fire events have caused the loss of life, displacement of thousands of residents, widespread damage and destruction to residential structures, businesses, and infrastructure. These conditions are beyond the control of the resources of the County and have continued to require the combined forces of federal, State and other political subdivisions to combat. To mitigate the risks to health created by the fires, post-fire health hazards must be removed from properties in accordance with federal and State standards for safe removal of hazardous materials and waste.

Given the current and ongoing risks posed by post-fire health hazards, Public Health recommends that the Board find that the local health emergency be continued.

Implementation of Strategic Plan Goals

These recommendations support the County Strategic Plan: North Star 2 – Foster Vibrant and Resilient Communities, Focus Area A – Public Health, Strategy i - Population Based Health.

FISCAL IMPACT/FINANCING

There is no fiscal impact related to the continuance of this local health emergency, but the proclamation of local health emergency could allow the County to seek recovery of eligible costs from the Federal Emergency Management Agency and State of California. The County will incur costs associated with the response to and recovery from the local health emergency.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Health and Safety Code Section 101080 and Chapter 2.68 of the Los Angeles County Code requires the Board to review the need for a proclaimed local health emergency to remain in effect at least once every 30 days, until it is terminated.

California Health and Safety Code Section 101080 requires the Board to terminate a proclaimed local health emergency at the earliest possible date that conditions warrant.

ENVIRONMENTAL DOCUMENTATION

This action is not subject to the California Environmental Quality Act (CEQA) because it is excluded from the definition of project under section 15378(b)(5) of the State CEQA Guidelines.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There is no impact on current services.

CONCLUSION

Upon approval by the Board, the Public Health requests that an executed, stamped copy of the attached Resolution be returned to Public Health.

Respectfully submitted,

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

BF:db
#08286

Enclosure

c: Chief Executive Officer
County Counsel
Executive Office, Board of Supervisors
Public Works
CEO Office of Emergency Management

**RESOLUTION BY THE COUNTY OF LOS ANGELES BOARD OF SUPERVISORS TO
CONTINUE THE LOCAL HEALTH EMERGENCY FOR THE JANUARY 2025
CRITICAL FIRE EVENTS**

WHEREAS, pursuant to Section 101080 of the California Health and Safety Code, the existence of a local health emergency was declared by the County Health Officer on January 10, 2025, and ratified by the Board of Supervisors (Board) on January 14, 2025, due to conditions of disaster or of extreme peril to the safety of persons and property arising from the January 2025 Windstorm and Critical Fire Events, beginning on January 7, 2025, affecting areas throughout the County of Los Angeles (County); and

WHEREAS, the January 2025 Critical Fire Events, beginning on January 7, 2025, are an ongoing local health emergency in the County, whose conditions have included an ongoing response to a number of destructive and wind-driven fires, which include, among others, the Palisades Fire, Eaton Fire, Hurst Fire, Creek Fire, Lidia Fire, and the Kenneth Fire, and post-fire hazards in the form of burned common household hazardous materials and contaminated ash, soot and fire debris remaining in the burn zones and surrounding areas. These conditions are or will likely be beyond the control of the resources of the County and require the combined forces of other political subdivisions and the ongoing need for federal and/or State financial assistance. To the extent which departments continue to engage in essential emergency-related activities that are dependent on the local health emergency remaining in effect; and

WHEREAS, there continues to be conditions of disaster or of extreme peril to the safety of persons and property arising from the January 2025 Critical Fire Events in the County, and to mitigate the risks to health created by the fires and post-fire health hazards, which include the presence of extensive amounts of common household items burned in the wildfires that created contaminated ash and fire debris, must be removed, transported, and disposed of from properties in accordance with federal and State standards, which is an on-going effort; and

WHEREAS, Health and Safety Code Section 101080 and Chapter 2.68 of the Los Angeles County Code requires the Board to review the need for a declared local health emergency to remain in effect at least once every 30 days, until it is terminated by the Board at the earliest possible date that conditions warrant; and

WHEREAS, the Board has reviewed the need to continue the local emergency for the January 2025 Critical Fire Events, which was already ratified on January 14, 2025, and continued thereafter; and

WHEREAS, the Board determines that there continues to exist conditions of disaster or of extreme peril to the health and safety of people arising from the local health emergency for the January 2025 Critical Fire Events such that continuation of this local health emergency is warranted.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Supervisors of the County of Los Angeles that the local health emergency due to the January 2025 Critical Fire Events in the County continues to exist and is hereby extended for thirty (30) additional days, unless sooner terminated by the Board.

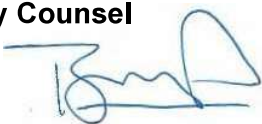
The foregoing resolution was on the *12th* day of *August 2025*, adopted by the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

EDWARD YEN
Executive Officer
Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By  _____
BLAINE D. McPHILLIPS
Senior Deputy County Counsel
Health Services Division

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

CLUSTER AGENDA REVIEW DATE	07/23/2025	
BOARD MEETING DATE	08/12/2025	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	Department Mental Health (DMH)	
SUBJECT	Request approval of an amendment to the existing Mental Health Services Act Master Agreement Work (MAWO) Order No. MH550002 on a sole source basis with National Alliance on Mental Illness (NAMI) Greater Los Angeles County (GLAC) for Fiscal Year 2025-26 to increase the Total Contract Amount for the continuation and expansion of the Peer, Family and Community Supports and Approaches Towards Stigma and Discrimination Reduction program.	
PROGRAM	Prevention Division	
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☒ Yes ☐ No If Yes, please explain why: It is more cost-effective to obtain services by exercising an option under an existing contract.	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ 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	08/12/2025	
COST & FUNDING	Total cost: \$546,940 Funding source: Mental Health Services Act TERMS (if applicable): Effective upon Board approval through February 28, 2026. Explanation:	
PURPOSE OF REQUEST	The additional funds will allow NAMI GLAC to continue providing and expand prevention programs, including evidence-based educational classes, and trainings targeting people living with mental illness, their families, friends, and communities.	
BACKGROUND (include internal/external issues that may exist including any related motions)	Through the current MAWO, DMH has been able to expand prevention services (education, training, advocacy, and support groups) and established partnerships with various entities, including other County departments, philanthropic partners, and/or non-contracted community-based organizations to expand the reach of prevention platforms within Los Angeles (LA) County.	
EQUITY INDEX OR LENS WAS UTILIZED	☒ Yes ☐ No If Yes, please explain how: The Board letter (BL) supports, “Develop and implement strategies that identify, prioritize and effectively support the most disadvantage geographies and populations.” DMH will continue supporting residents of LA County living with mental illness, as well as their families, friends and communities by providing and expanding prevention services across LA County. NAMI GLAC will continue to engage in advocacy efforts for policies and programs that improve the lives of individuals experiencing, and families impacted by mental illness.	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: The BL supports, “Alliance for Health Integration” as NAMI GLAC will continue to provide and expand the implementation of community-based prevention programs, including evidence-based educational classes, training and support people living with mental illness, their families, friends and communities. NAMI GLAC is the leading countywide organization composed of grassroots-based chapters that promotes wellness, recovery, equality, and dignity for individuals and families affected by mental illness and the community at large.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: DMH: Robert Byrd, Deputy Director, (424) 369-4018, rbyrd@dmh.lacounty.gov Rachel Kleinberg, Senior Deputy County Counsel, (213) 974-7735, RKleinber@counsel.lacounty.gov	



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 12, 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 OF AN AMENDMENT TO THE EXISTING MENTAL HEALTH SERVICES
ACT MASTER AGREEMENT WORK ORDER NO. MH550002 ON A SOLE SOURCE
BASIS WITH THE NATIONAL ALLIANCE ON MENTAL ILLNESS GREATER
LOS ANGELES COUNTY TO INCREASE THE TOTAL CONTRACT AMOUNT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of an amendment to the existing Mental Health Services Act Master Agreement Work Order No. MH550002 on a sole source basis with National Alliance on Mental Illness Greater Los Angeles County for Fiscal Year 2025-26 to increase the Total Contract Amount for the continuation and expansion of the Peer, Family and Community Supports and Approaches Towards Stigma and Discrimination Reduction program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute an amendment, similar to Attachment I, to the existing Mental Health Services Act (MHSA) Master Agreement Work Order (MAWO) No. MH550002 with National Alliance on Mental Illness (NAMI) Greater Los Angeles County (GLAC) on a sole source basis to increase the Total Contract Amount (TCA). The amendment will be effective upon Board approval and will increase the contract by \$546,940 for Fiscal Year (FY) 2025-26, with a revised TCA of \$3,917,497, fully funded by the MHSA revenues.

2. Delegate authority to the Director, or designee, to prepare, sign, and execute

future amendments to the MAWO in Recommendation 1 to revise the MAWO language; revise the TCA; add, delete, modify, or replace the Service Exhibit (SE) and/or Statement of Work (SOW); and/or reflect federal, State, and County regulatory and/or policy changes provided that: 1) any increase to the Board-approved TCA in Recommendation 1 will not exceed 10 percent; and 2) sufficient funds are available. The amendments will be subject to prior review and approval as to form by County Counsel, with written notice to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director, or designee, to terminate the MAWO described in Recommendation 1 in accordance with the MHSA Master Agreement (MA) contract's 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

The additional funds will allow NAMI GLAC to continue providing and expand prevention programs, including evidence-based educational classes, and trainings targeting people living with mental illness, their families, friends, and communities. Through this MAWO, the Department of Mental Health (DMH) has been able to expand prevention services (education, training, advocacy, and support groups) and established partnerships with various entities, including other County departments, philanthropic partners, and/or non-contracted community-based organizations to expand the reach of prevention platforms within Los Angeles (LA) County.

Board approval of Recommendation 1 will allow DMH to amend the existing MAWO with NAMI GLAC on a sole source basis to increase the TCA for the continuation and expansion of prevention services and programs.

Board approval of Recommendation 2 will allow DMH to execute future amendments to the MAWO to revise the MAWO language; revise the TCA; add, delete, modify, or replace the SE/SOW; and/or reflect federal, State, and County regulatory and/or policy changes.

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

Implementation of Strategic Plan Goals

These recommended actions are consistent with the County's Strategic Plan Goals, North Star 1, Focus Area Goal A., Make Investments that Transform Lives, Healthy Individuals and Families.

FISCAL IMPACT/FINANCING

The total increase for the MAWO for FY 2025-26 is \$ 546,940, fully funded by MHSA revenues. Funding is included in DMH's Recommended budget.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

NAMI GLAC is the leading countywide organization composed of grassroots-based chapters that promotes wellness, recovery, equality, and dignity for individuals and families affected by mental illness and the community at large. NAMI GLAC will continue to provide, and expand the implementation of, community-based prevention programs, including evidence-based educational classes, training and support targeting people living with mental illness, their families, friends and communities. The services provided by NAMI GLAC will continue to include ways to reduce stigma about, and discrimination toward, mental illness Countywide, and will offer expert supports to families and communities in navigating mental health treatment and recovery resources. In addition to providing education and resource referrals, NAMI GLAC will continue to engage in advocacy efforts for policies and programs that improve the lives of individuals experiencing, and families impacted by mental illness.

In accordance with Board Policy No. 5.100 (Sole Source Contracts and Amendments), on February 25, 2025, DMH notified the Board of its intent to execute a sole source amendment with NAMI GLAC to increase the TCA for FY 2025-26 for the continued provision and expansion of prevention and community-based prevention programs, (Attachment II). DMH considers this request approved, as no objections were received from the Board offices. Attachment III is the required CEO approved Sole Source Checklist.

The attached amendment (Attachment I) has been reviewed as to form by County Counsel.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the proposed actions will allow DMH to continue supporting residents of LA County living with mental illness, as well as their families, friends and communities by providing and expanding prevention services across LA County.

The Honorable Board of Supervisors
August 12, 2025
Page 4

Respectfully submitted,

LISA H. WONG, Psy.D.
Director

LHW:RH:KN:
SK:MR:atm

Attachments (3)

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

CONTRACT NO. MH260118
WORK ORDER NO. MH550002

AMENDMENT NO. 7

THIS AMENDMENT is made and entered into this ___ day of _____, 2025, by and between the COUNTY OF LOS ANGELES (hereafter "County") and NAMI Greater Los Angeles County (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "Department of Mental Health (DMH) – Mental Health Services Act (MHSA) Master Agreement Work Order", dated August 6, 2019, awarded under Master Agreement No. MH260118 and further identified as County Work Order No. MH550002, and any amendments thereto (hereafter collectively "Work Order"); and

WHEREAS, on XXXX XX, 2025, the County Board of Supervisors delegated authority to the Director of Mental Health, or designee, to execute amendments to the Work Order to revise the annual Total Contract Amount (TCA) and make other designated changes; and

WHEREAS, as set forth in Sub-paragraph 8.1 (Amendments) of the MHSA Master Agreement, changes may be made in the form of a written amendment to the Work Order which is formally approved and executed by the parties; and

WHEREAS, County and Contractor intend to amend the Work Order No. 550002 to increase the TCA through February 28, 2026, for Contractor to provide Peer, Family, and Community Approaches and Supports Toward Stigma and Discrimination reduction services, and make other hereinafter designated changes;

WHEREAS, as a result of the above changes, the TCA will increase; and

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

NOW, THEREFORE, County and Contractor agree as follows:

1. This amendment is hereby incorporated into the original Work Order, and all its terms and conditions, including capitalized terms defined herein, shall be given full force and effect as if fully set forth therein.
2. This amendment is effective upon execution.
3. For Fiscal Year 2025-26, the TCA is increased by \$546,940, from \$296,590 to \$843,530. The TCA through the terms of the Work Order is increased by \$546,940, from \$3,370,557 to \$3,917,497.
4. Exhibit F (Work Order), Paragraph V (Payment) is deleted in its entirety and replaced as follows:

“The County shall pay the Contractor for all services provided under this Work Order in accordance with Paragraph 5.4, Invoices and Payments, of the Master Agreement. The Contractor’s rate shall remain firm and fixed for the term of the Work Order. The County shall pay Contractor in accordance with Attachment 4, Exhibit 12-7, Pricing Sheet.

All invoices under this Work Order shall be submitted to the following:

Project Manager

County of Los Angeles – Department of Mental Health

Kanchana Tate, LCSW – KTate@dmh.lacounty.gov

The Contractor shall not be entitled to any compensation whatsoever for any service or other work that is not specified in this Work Order, and/or goes beyond the expiration date of this Work Order.”

5. Exhibit F (Work Order), Attachment 6 (Peer, Family and Community Approaches and Supports Toward Stigma and Discrimination Reduction Exhibit 12-6 Pricing Sheet), is deleted in its entirety and replaced with Exhibit F Work Order, Attachment 7 (Peer, Family and Community Approaches and Supports Toward Stigma and Discrimination Reduction Exhibit 12-7 Pricing Sheet), attached hereto and incorporated herein by reference. All references in the Agreement to "Exhibit F Work Order, Attachment 6 (Peer, Family and Community Approaches and Supports Toward Stigma and Discrimination Reduction Exhibit 12-6 Pricing Sheet)" shall be deemed amended to state "Exhibit F Work Order, Attachment 7 (Peer, Family and Community Approaches and Supports Toward Stigma and Discrimination Reduction Exhibit 12-7 Pricing Sheet)."
6. Except as provided in this amendment, all other terms, and conditions of the Work Order No. MH260118/Work Order No. MH550002 shall remain in full force and effect.

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

COUNTY OF LOS ANGELES

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

NAMI Greater Los Angeles County

CONTRACTOR

By _____

Name Traute Winters

Title Executive Director
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

By: RACHEL KLEINBERG
Senior Deputy County Counsel



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

February 25, 2025

TO: Supervisor Kathryn Barger, Chair
Supervisor Hilda L. Solis
Supervisor Holly J. Mitchell
Supervisor Lindsey P. Horvath
Supervisor Janice Hahn

FROM: Lisa H. Wong, Psy.D. *R. Hundal*
Director

SUBJECT: **NOTICE OF INTENT TO EXECUTE A SOLE SOURCE AMENDMENT TO THE EXISTING MENTAL HEALTH SERVICES ACT MASTER AGREEMENT WORK ORDER NO. MH550002 WITH THE NATIONAL ALLIANCE ON MENTAL ILLNESS GREATER LOS ANGELES COUNTY TO INCREASE THE TOTAL CONTRACT AMOUNT**

In accordance with the Los Angeles (LA) County Board of Supervisors' (Board) Policy No. 5.100 (Sole Source Contracts), the Department of Mental Health (DMH or Department) intends to increase the Total Contract Amount (TCA) of the current Mental Health Services Act (MHSA) Master Agreement Work Order (MAWO) No. MH550002 with the National Alliance on Mental Illness (NAMI) Greater Los Angeles County (GLAC) for the expansion of the Peer, Family and Community Supports and Approaches Towards Stigma and Discrimination Reduction program.

DMH will request that your Board approve a sole source amendment to increase the TCA for the MHSA MAWO No. MH550002 with NAMI GLAC. The total increase is \$ 546,940 for Fiscal Year 2025-26, fully funded by the MHSA revenues.

JUSTIFICATION

NAMI GLAC is the leading countywide organization composed of grassroots-based chapters that promote wellness, recovery, equality, and dignity for individuals and families affected by mental illness and the community at large. Through this MAWO, DMH expanded prevention services (education, training, advocacy, and support groups) and established partnerships with various entities, including other County departments,

philanthropic partners, and/or non-contracted community-based organizations to expand the reach of prevention platforms across LA County.

NAMI GLAC has proven to be a valuable partner in the success of DMH's prevention programs and services. The additional funds will allow NAMI GLAC to continue providing and expand prevention programs, including evidence-based educational classes, training and targeting people living with mental illness, their families, friends, and communities. DMH will request approval to amend the MAWO to increase the TCA as it is more cost-effective for the Department to continue its partnership with NAMI GLAC for these prevention services.

NOTIFICATION TIMELINE

Pursuant to Board Policy No. 5.100, DMH is required to notify the Board at least six months prior for amendment to an existing contract when the Department does not have delegated authority to execute such amendment. If requested by a Board Office or the Chief Executive Office, DMH will place this item on the Health and Mental Health Services Cluster Agenda.

Unless otherwise instructed by your Board Office within four weeks of this notice, DMH will present your Board a letter for approval to execute a sole source amendment with NAMI GLAC for the continuation and expansion of the Peer, Family and Community Supports and Approaches Towards Stigma and Discrimination Reduction program.

If you have any questions, or require additional information, please contact me by email at LWong@dmh.lacounty.gov or (213) 947-6670, or your staff may contact Stella Krikorian, Division Manager, Contracts Development and Administration Division, at SKrikorian@dmh.lacounty.gov or (213) 943-9146.

LHW:RH:KN
SK:MR:atm

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

SOLE SOURCE CHECKLIST

Department Name: _____

- ☐ New Sole Source Contract
- ☐ Sole Source Amendment to Existing Contract
- Date Existing Contract First Approved: _____

National Alliance on Mental Illness (NAMI)
Greater Los Angeles County (GLAC)

Check (✓)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS AND AMENDMENTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. A monopoly is an <i>“Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist.”</i>
	➤ Compliance with applicable statutory and/or regulatory provisions.
	➤ Compliance with State and/or federal programmatic requirements.
	➤ Services provided by other public or County-related entities.
	➤ Services are needed to address an emergent or related time-sensitive need.
	➤ The service provider(s) is required under the provisions of a grant or regulatory requirement.
	➤ Services are needed during the time period required to complete a solicitation for replacement services; provided services are needed for no more than 12 months from the expiration of an existing contract which has no available option periods.
	➤ Maintenance and support services are needed for an existing solution/system during the time to complete a solicitation for a new replacement solution/system; provided the services are needed for no more than 24 months from the expiration of an existing maintenance and support contract which has no available option periods.
	➤ Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best economic interest of the County (e.g., significant costs and time to replace an existing system or infrastructure, administrative cost and time savings and excessive learning curve for a new service provider, etc.). In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.



Chief Executive Office

Date

MOTION BY SUPERVISOR LINDSEY P. HORVATH

August 5, 2025

Advocating for Planned Parenthood Health Centers

Founded in April 1965, Planned Parenthood Los Angeles (PPLA) was established to address the increasing demand for sexual and reproductive health care in Los Angeles County (County). As one of the largest providers of sexual health care, PPLA operates 24 health centers to serve the community through patient services, education, and reducing health disparities. They provide approximately 250,000 patient visits per year, and their education and outreach teams reach nearly 50,000 adults and teens each year. This includes the widely respected Promotoras Comunitarias and Black Health Initiative, designed to reach historically underserved families and individuals.

Like any other health care provider, Planned Parenthood health centers were reimbursed for services provided to patients who rely on public health programs like Medi-Cal, California's Medicaid program. These essential services include birth control, STI testing and treatment, cancer screenings, wellness exams, sexual health education, mental health, vaccines, and more. Planned Parenthood health centers do not receive any federal funding for providing abortion care.

MOTION

SOLIS	_____
MITCHELL	_____
HORVATH	_____
HAHN	_____
BARGER	_____

President Trump signed House Resolution 1 (H.R. 1) into law on July 4, 2025. H.R. 1 immediately prohibited Planned Parenthood health centers across the nation from receiving Medicaid reimbursements for any service they provide. “Defunding” Planned Parenthood will be devastating to the County, California, and the nation. An estimated 115 Planned Parenthood health centers in California could close, including the 24 health centers in the County. This will leave entire communities and regions without access to essential health care. Cancers will go undetected, birth control will be harder to get, and our public health infrastructure – already being decimated by federal cuts – will further break down. It will also have a disproportionate impact on people who face systemic racism and other discriminatory barriers to care, including Black, Latino, and Indigenous communities, LGBTQ+ people, and women.

Urgent action is necessary because the elimination of Planned Parenthood health centers from the Medi-Cal program has already gone into effect. Planned Parenthood Affiliates of California has requested emergency state funding to limit any disruption to patient care and ensure that Planned Parenthood health centers across the state remain open. No other provider will be able to fill this gap.

I, THEREFORE, MOVE that the Board of Supervisors direct the Chief Executive Office’s Legislative Affairs and Intergovernmental Relations branch, in partnership with the Department of Public Health, to send a five-signature letter to Governor Newsom and the Director of the California Department of Finance with copies to the Los Angeles County State delegation members, the Senate Pro Tempore, the Assembly Speaker, and the Chairs of the Senate and Assembly Committees on Budget and Health in support of urgent state budget requests and policy actions that are necessary to keep Planned

Parenthood health centers open across California and the County.

#

LH:af

MOTION BY SUPERVISOR LINDSEY P. HORVATH

August 5, 2025

Funding for Health at Stake: Empowering Communities to Vaccinate Today

The role of vaccination and immunization in preventing disease is indispensable. Research consistently shows that vaccines are crucial in preventing communicable disease. According to the World Health Organization (WHO), immunization prevents approximately 3.5 million to 5 million deaths per year from preventable diseases like measles, influenza, Hepatitis A, and COVID-19, among others. It is imperative that people receive accurate vaccine education because communicable diseases continue to put communities at risk. For example, so far this year, California has had more cases of measles than it did in all of 2024. Measles is a vaccine-preventable infectious disease that can lead to severe complications. This highlights the critical importance of sustaining vaccination efforts and educating the public to prevent the spread of vaccine-preventable diseases.

Recent federal decisions have placed vaccine funding under significant strain. Under their new award through a Centers for Disease Control and Prevention (CDC) Immunization Cooperative agreement, the Los Angeles County Department of Public

MOTION

SOLIS	_____
MITCHELL	_____
HORVATH	_____
HAHN	_____
BARGER	_____

Health (DPH) received a 26% cut to the Vaccine Preventable Disease Control Program, directly impacting local immunization efforts. On a national level, it is clear that vaccines and public health funding are under attack. The CDC has lost thousands of staff and experienced funding cuts of billions of dollars. The National Institute of Health (NIH) budget has also been slashed, putting the funding of vaccine research in jeopardy.

With vaccinations under attack by the US Secretary of Health and Human Services, now more than ever, it is vital that the people of LA County are educated on the facts about vaccinations, can identify misinformation, and are informed about the risk that the spread of communicable diseases poses. Vaccination guidance must be aligned with national provider organizations such as the American Academy of Pediatrics, American Academy of Family Physicians, and American College of Obstetricians and Gynecologists, who will continue to serve as a source of trusted information on vaccine recommendations. As vaccine funding faces serious cuts, it is vital that vaccine education and resources are maintained.

Unprecedented times and losses of funding call for vaccine education and leveraging existing resources. Without stable funding, vaccine education campaigns can be stalled, and vaccine outreach to underserved communities could disappear. It is essential to collaborate with trusted community partners that have served their communities for decades, earning deep-rooted trust. It is crucial to continue this critical work and prepare for the vaccine push at the end of summer and early fall, coinciding with the back-to-school and the respiratory season.

I, THEREFORE, MOVE that the Board of Supervisors direct the Department of Public Health (DPH) to provide a written report back to the Board in 60 days, including:

1. All current and potential future financial impacts to the DPH Vaccine Preventable Disease Control Program, including the services that have already been curtailed and those that could be affected.
2. The current services, programs, and funding available that promote and provide routine vaccinations for communicable diseases, including but not limited to, MMR, HPV, COVID-19, and Hepatitis A.
3. Identifying communities, populations, and geographic areas of greatest need for vaccine education, awareness, and services.
4. A plan to swiftly maximize the use of current resources that may be vulnerable to cuts or rescissions.

I, FURTHER, MOVE that the Board of Supervisors direct DPH to coordinate with partner organizations including community providers and schools, to educate their communities about the following topics:

1. The benefits, safety, and effectiveness of routine and seasonal vaccinations to patients and families.
2. The importance of vaccinations for high-risk individuals (e.g. pregnant persons, older adults, those with underlying conditions) including those in congregate living facilities (SNFs, shelters).
3. How to identify misinformation and provide accurate and easily accessible information about vaccines.
4. Information about locations within their community for free or low-cost vaccines.

I, FURTHER, MOVE that the Board of Supervisors direct DPH to ensure providers have clear guidance on routine and recommended vaccinations through the following platforms:

1. Dissemination of information through health advisories, presentations, and site visits to provider organizations.
2. Access to accurate and timely information on vaccine-preventable diseases and immunization resources through DPH's Vaccine Provider Information Hub at ph.lacounty.gov/vaccines.

#

LH:aa/af/gd

Funding for Health at Stake: Empowering Communities to Vaccinate Today

HMHS Weekly Cluster Meeting

July 23, 2025

Background

- The role of vaccination and immunization in preventing disease is indispensable. Research consistently shows that vaccines are crucial in preventing communicable disease.
- Under their new award through a Centers for Disease Control and Prevention (CDC) Immunization Cooperative agreement, the Los Angeles County Department of Public Health (DPH) received a **26% cut** to the **Vaccine Preventable Disease Control Program**, directly impacting local immunization efforts.
- Without stable funding, vaccine education campaigns can be stalled, and vaccine outreach to underserved communities could disappear. It is essential to collaborate with trusted community partners that have served their communities for decades, earning deep-rooted trust.
- Now more than ever, it is vital that the people of LA County are educated on the facts about vaccinations, can identify misinformation, and are informed about the risk that the spread of communicable diseases poses

Motion Directives

1. Direct DPH to provide a written report back to the Board in 60 days, including:

- All current and potential future financial impacts to the DPH Vaccine Preventable Disease Control Program, including the services that have already been curtailed and those that could be affected.
- The current services, programs, and funding available that promote and provide routine vaccinations for communicable diseases, including but not limited to, MMR, HPV, COVID-19, and Hepatitis A.
- Identifying communities, populations, and geographic areas of greatest need for vaccine education, awareness, and services.
- A plan to swiftly maximize the use of current resources that may be vulnerable to cuts or rescissions

2. Direct DPH to coordinate with partner organizations including community providers and schools, to educate their communities about the following topics:

- The benefits, safety, and effectiveness of routine and seasonal vaccinations to patients and families
- The importance of vaccinations for high-risk individuals (e.g. pregnant persons, older adults, those with underlying conditions) including those in congregate living facilities (SNFs, shelters)
- How to identify misinformation and provide accurate and easily accessible information about vaccines.
- Information about locations within their community for free or low-cost vaccines

3. Motion directs DPH to ensure providers have clear guidance on routine and recommended vaccinations through the following platforms

- Dissemination of information through health advisories, presentations, and site visits to provider organizations.
- Access to accurate and timely information on vaccine-preventable diseases and immunization resources through DPH's Vaccine Provider Information Hub at ph.lacounty.gov/vaccines.

Thank You

Question and Comments?



LOS ANGELES COUNTY SUPERVISOR
LINDSEY
Horvath
THIRD DISTRICT

BOARD LETTER/MEMO CLUSTER FACT SHEET

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/23/2025	
BOARD MEETING DATE	8/12/2025	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 5 th	
DEPARTMENT(S)	DHS, DMH, DPH	
SUBJECT	RESPONSES TO THE 2024-2025 CIVIL GRAND JURY INTERIM REPORT RECOMMENDATIONS	
PROGRAM		
AUTHORIZES DELEGATED AUTHORITY TO DEPT	☐ Yes ☒ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No	
	If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☐ Yes ☒ 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	The CGJ Interim Report must be responded to within 90 days and must be presented at the 08/12/25 BOS meeting.	
COST & FUNDING	Total cost: \$	Funding source:
	TERMS (if applicable):	
	Explanation:	
PURPOSE OF REQUEST		
BACKGROUND (include internal/external issues that may exist including any related motions)	The Civil Grand Jury released their 2024-2025 Interim Report on April 25, 2025. This Board Letter includes responses from the County Departments to the CGJ. The Board Letter and Report are still in the review process and will be provided as soon as possible.	
EQUITY INDEX OR LENS WAS UTILIZED	☐ Yes ☒ No If Yes, please explain how:	
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No If Yes, please state which one(s) and explain how: Healthcare Integration; Homeless Initiative: The CGJ Interim Report makes recommendations related to healthcare integration and addressing homelessness, and the County's responses address these findings and recommendations.	
DEPARTMENTAL CONTACTS	Name, Title, Phone # & Email: Carrie Miller, Senior Manager, CEO (213) 262-7823, cmiller@ceo.lacounty.gov	

**BOARD OF
SUPERVISORS**

Hilda L. Solis
First District

Holly J. Mitchell
Second District

Lindsey P. Horvath
Third District

Janice Hahn
Fourth District

Kathryn Barger
Fifth District



**Chief
Executive
Office.**

COUNTY OF LOS ANGELES

Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, CA 90012
(213) 974-1101
ceo.lacounty.gov

Chief Executive Officer
Fesia A. Davenport

"To Enrich Lives Through Effective and Caring Service"

August 12, 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:

**RESPONSES TO THE 2024-2025 CIVIL GRAND JURY INTERIM REPORT RECOMMENDATIONS
(ALL DISTRICTS AFFECTED)
(3 VOTES)**

SUBJECT

Approval of the Los Angeles County (County) responses to the findings and recommendations of the 2024-2025 Los Angeles County Civil Grand Jury (CGJ) Interim Report, and the transmittal of responses to the CGJ, as well as the Superior Court, upon approval by the County Board of Supervisors (Board).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve the responses to the findings and recommendations of the 2024-2025 County CGJ Interim Report that pertain to County government matters under the control of the Board.
2. Instruct the Executive Officer of the Board to transmit copies of this report to the CGJ, upon approval by the Board.
3. Instruct the Executive Officer of the Board to file a copy of this report with the Superior Court, upon approval by the Board.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Section 933 (b) of the California Penal Code establishes that the county boards of supervisors shall comment on grand jury findings and recommendations which pertain to county government matters under control of those boards.

On April 25, 2025, the 2024-2025 CGJ released its Interim Report containing findings and recommendations directed to various County and non-County agencies. County department directors have reported back on the CGJ recommendations, and these responses are incorporated and enclosed as the County's official response to the 2024-2025 CGJ Final Report.

Recommendations that refer to non-County agencies have been referred directly by the CGJ to those entities.

Implementation of Strategic Plan Goals

The recommendations in the CGJ Final Report and the County's responses are broadly consistent with all three of the County's major Strategic Plan North Star goals:

North Star No. 1 - Make Investments that Transform Lives: We will aggressively address society's most complicated social, health, and public safety challenges. We want to be a highly responsive organization capable of responding to complex societal challenges - one person at a time.

North Star No. 2 - Foster Vibrant and Resilient Communities: Our investments in the lives of County residents are sustainable only when grounded in strong communities. We want to be the hub of a network of public-private partnering agencies supporting vibrant communities.

North Star No. 3 - Realize Tomorrow's Government Today: Our increasingly dynamic and complex environment challenges our collective abilities to respond to public needs and expectations. We want to be an innovative, flexible, effective, and transparent partner focused on advancing the common good.

FISCAL IMPACT/FINANCING

Any costs associated with implementing CGJ recommendations will be considered in the appropriate budget phase.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Certain CGJ recommendations require additional financing resources. Departments will assess the need for additional funding during the 2025-26 budget cycle and beyond, as appropriate.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

N/A

The Honorable Board of Supervisors

8/12/2025

Page 3

Respectfully submitted,

FAD:JMN:CDM

PN:kdm

Enclosures

c: Executive Office, Board of Supervisors
County Counsel
Health Services
Mental Health
Public Health
Hospital and Health Care Delivery Commission

RESPONSE TO THE CIVIL GRAND JURY INTERIM REPORT

COUNTY OF LOS ANGELES
CHIEF EXECUTIVE OFFICE FOR THE BOARD OF SUPERVISORS; CHIEF EXECUTIVE
OFFICE; DEPARTMENT OF HEALTH SERVICES; DEPARTMENT OF MENTAL HEALTH;
DEPARTMENT OF PUBLIC HEALTH; HOSPITAL AND HEALTH CARE DELIVERY
COMMISSION

2024-2025 CIVIL GRAND JURY RECOMMENDATIONS FOR
LA GENERAL IS POISED TO ENERGIZE CAL-AIM AND CREATE A HEALTHY
LOS ANGELES (AND WHILE WE'RE AT IT, LET'S ERADICATE HOMELESSNESS) "I
MEAN MAN, THIS IS IT"

SUMMARY

"This report reviews and evaluates the current system of services for the homeless population in the County of Los Angeles (County) and the proposed solutions. Two primary focus areas are healthcare integration and addressing homelessness. In terms of healthcare integration, there is an evaluation of the efforts to achieve this outcome and a focus on the CalAIM program to achieve such integration. In terms of addressing homelessness, the analysis of the report proposes that a consolidated Health Agency could be combined with the tools of CalAIM and healthcare integration to effectively address homelessness."

I. Findings Regarding the County's Restructuring of its Homeless Services

FINDING NO. 1

The Los Angeles Homeless Service Authority's (LASHA) coordination of housing, social and health services for the homeless (and those at risk of becoming homeless) in the County has been siloed, fragmented and disjointed, generating limited results at a high cost.

RESPONSE

Agree.

FINDING NO. 2

LAHSA's budget in 2024 was \$875 million, with more than \$300 million of that coming from the County.

RESPONSE

Agree.

FINDING NO. 3

The County has decided to withdraw its contributions to LAHSA and redeploy them to provide homeless services directly (referred to herein as the Homeless Funds).

RESPONSE

Partially disagree. The County is not planning to withdraw all funds.

FINDING NO. 4

The County intends to merge the Chief Executive Office (CEO) Homeless Initiative (HI) and the Department of Health Services (DHS) Housing for Health (HFH), creating a new County department focused on the homeless (the Homeless Services Department).

RESPONSE

Agree.

FINDING NO. 5

The currently proposed timeline for the Homeless Services Department initiatives is as follows: 1) merging the operation of CEO-HI and DHS-HFH by April 28, 2025, 2) creating the Homeless Services Department as of July 1, 2025, 3) Phase I implementation would then include the "integration of the CEO-HI and DHS-HFH core housing and supportive services," 4) Phase II would include "integration of County-funded programs and services administered by LAHSA" into the Homeless Services Department, 5) Phase III would "include the integration of programs and services administered by other County departments **as applicable**," [emphasis added] and 6) County-sourced LAHSA funds and related staff would be transferred to the Homeless Services Department by July 1, 2026.

RESPONSE

Partially disagree. The timeline of the new County department on homelessness is as follows: DHS and the CEO with participation from other County departments supported DHS-HFH and CEO-HI in establishing a joint administrative team by April 28, 2025; in Phase I, CEO-HI and DHS-HFH will work closely together to align and integrate work by July 1, 2025, with the goal of complete transition to the new County department effective January 1, 2026; Phase II there will be the transition of specified County funded programs and services currently administered by LAHSA to the new County department by July 1, 2026; and Phase III includes the integration of programs and services administered by other County departments into the new County department, as applicable.

FINDING NO. 6

The County's proposal for the "full" integration of County services for the homeless into one Homeless Services Department will have two major exceptions that will likely undermine the County's comprehensive approach to homelessness, possibly leading to the same "siloe, fragmented and disjointed services" that plagued LAHSA.

RESPONSE

Disagree. Certain departments are uniquely qualified to administer certain funds serving people experiencing homelessness (PEH), such as Public Defender for criminal record clearing and the Department of Economic Opportunity (DEO) for employment services. It is expected that the new department will administer funds from other departments that had previously gone to LAHSA, such as Department of Public Social Services' (DPSS) Housing Support Program (HSP) funding.

It is anticipated that the new department will become a Medi-Cal biller and will draw down Medi-Cal funds, as appropriate, and will also become a Full Service

Partnership (FSP) provider under the Department of Mental Health (DMH) and will thus be able to provide an integrated service package to PEH and others.

While DHS will maintain select core clinical services, the vast majority of DHS-Housing for Health's programs, budget, and staffing will transfer to the new homeless department. What will remain at DHS is a small subset of DHS-HFH's work, which are the recuperative care centers on DHS' hospital campuses, Enriched Residential Care for DHS patients, and the Star and Mobile Clinics; all these support DHS hospitals and are deeply integrated with DHS' functions for its empaneled population. Most of the housing and supportive housing engagements (including clinical encounters) with clients will transfer to the new department.

FINDING NO. 7

The first category of likely exceptions to the County's integration of homeless services will be certain specified homeless services provided and retained by other County departments, each of which will be assessed for integration appropriateness "in partnership" with the relevant department (with the history of County departments asserting the importance of their independence likely being a major hindrance in achieving full integration).

RESPONSE

Disagree. Certain departments are uniquely qualified to administer certain funds serving PEH, such as Public Defender for criminal record clearing and the DEO for employment services. It is expected that the new department will administer funds from other departments that had previously gone to LAHSA, such as DPSS HSP funding.

It is anticipated that the new department will become a Medi-Cal biller and will draw down Medi-Cal funds, as appropriate, and will also become a FSP provider under DMH and will thus be able to provide an integrated service package to PEH and others.

FINDING NO. 8

The second category of exceptions includes those services that are "highly clinical and deeply integrated with DHS's core health provider and managed care functions for its empaneled population and financing," thereby keeping many of the County's major interactions with the homeless population within DHS.

RESPONSE

Partially disagree. While DHS will maintain select core clinical services, the vast majority of DHS-Housing for Health's programs, budget, and staffing will transfer to the new homeless department. What will remain at DHS is a small subset of HFH's work, which are the recuperative care centers on DHS' hospital campuses, Enriched Residential Care for DHS patients, and the Star and Mobile Clinics; all these support DHS hospitals and are deeply integrated with DHS' functions for its empaneled population. Most of the housing and supportive housing engagements (including clinical encounters) with clients will transfer to the new department.

FINDING NO. 9

There is no evidence that the County has any plans to use the Homeless Funds to expand the County's CalAIM services (either Enhanced Care Management (ECM) or Community Supports), including in connection with the County Hospitals' interactions with the homeless, especially regarding the significant opportunities for increased ECM enrollment by the County Hospitals (although the County does acknowledge the importance of CalAIM funding with respect to current DHS-HFH functions).

RESPONSE

Disagree. In the April 1, 2025, motion to create a new County homeless department, the Board of Supervisors (Board) directed the implementation of a workplan and timelines that included building the administrative infrastructure necessary to maximize claiming of CalAIM revenue for rental subsidies, housing supportive services, and clinical services, including expertise in navigating Medicaid policy and managed care requirements. The new County department will leverage DHS-Housing for Health's experience in braiding CalAIM funding with Measure H and other funding streams.

II. Findings Regarding the Coordination of Los Angeles County's Health Related Departments

FINDING NO. 10

The County Departments of Health Services, Public Health (DPH) and Mental Health have strongly preferred voluntary, non-binding consultations rather than centralized decision-making regarding their operations, which has created major challenges for the ongoing efforts to coordinate and integrate the County's health and social services.

RESPONSE

Disagree. DHS, DMH, and DPH collaborate extensively on joint efforts and are committed to coordination of services where possible, within the constraints of California's Medi-Cal model in which behavioral health services (substance use disorder and mental health services) are carved and in which physical health services follow a managed care model coordinated at the plan level. Services for patients and clients are coordinated as appropriate while also respecting each department's unique and distinct regulatory mandates and responsibilities.

One example of active coordination is the provision of ECM services for the justice-involved population of focus. DHS, DMH, and DPH meet regularly to ensure these complex clients - many of whom might fall into multiple eligibility categories for ECM services - are enrolled into the program that best meets their unique health needs. The same coordination takes place between DMH and DHS to improve service for patients in the Serious Mental Illness (SMI) population.

There is also disagreement with the CGJ Interim Report's description of the authority and role of the Health Agency (as directed by the Board, the departments maintained independent reporting relationships to the Board and did not follow a typical "Agency" model) and the characterization of the Board's motivation for the

creation of the Alliance for Health Integration (AHI) and its role and contributions, as well as the reason for the later transition of AHI staff to DMH.

FINDING NO. 11

The County departments are inclined to coordinate their roles as ECM providers solely on a voluntary basis, including the enrollment of Medi-Cal beneficiaries, assignment of Lead Care Managers and accessing Community Supports networks.

RESPONSE

Disagree. DHS, DPH, and DMH closely coordinate their roles as ECM providers in respect to their unique roles within the Medicaid managed care system in California, and in partnership with the health plans.

FINDING NO. 12

The County is creating a Restorative Care Village on the LA General campus, which promises to give patients, especially the homeless, expanded access to a broad continuum of social and health services; however, the various providers participating in the Restorative Care Village are not subject to any centralized management or control, and therefore there is little if any coordination, much less integration, of the various Restorative Care Village services. (There do, however, appear to be tentative plans to create an advisory "Care Coordination Committee" with representatives from DHS, DMH and DPH to provide voluntary guidance regarding effective coordination.)

RESPONSE

Partially disagree. While there is agreement with the first statement in the finding (i.e., "The County is creating a Restorative Care Village on the LA General campus, which promises to give patients, especially the homeless, expanded access to a broad continuum of social and health services"), there is disagreement with the second statement in the finding (i.e., "there is little if any coordination, much less integration, of the various Restorative Care Village services.")

The County's health departments (DHS, DMH, and DPH) regularly coordinate on areas of overlap, including client hand-offs, care coordination, campus issues (e.g., security), communications, and other related issues.

FINDING NO. 13

Although there are "Restorative Care Villages" located (or being built) on the campuses of each of the County Hospitals, as well as Martin Luther King Community Hospital, there appears to be no County-wide strategic plan regarding the potential and purpose of the Restorative Care Villages and little if any communication among the Restorative Care Villages or the entities associated with them.

RESPONSE

Partially disagree. While there is no written "strategic plan regarding the potential and purpose of the Restorative Care Villages," as presented in this finding, there is regular communication among DHS, DMH, and DPH to coordinate resources and services where relevant.

III. Findings Regarding CalAIM

FINDING NO. 14

There have been no systematic analyses of the CalAIM program's overall impact on reducing homelessness, improving healthcare or reducing costs.

RESPONSE

Agree. We are not aware that the State of California or other entities have performed State-wide or County-specific analyses of the CalAIM program on these topics.

FINDING NO. 15

There are major impediments to ECM and Community Supports provider participation in CalAIM based on associated costs, non-standardization of compliance processes, burdensome reporting requirements, and inadequate compensation.

RESPONSE

Agree.

FINDING NO. 16

The enrollment of Medi-Cal beneficiaries in ECM has been lower than anticipated for ECM's target populations.

RESPONSE

Agree. However, it is important to note that this finding is not unique to the County and DHS. The "ECM Penetration Rates" (i.e., the percentage of health plan members receiving ECM in the last 12 months) can be found on the Department of Health Care Services (DHCS) website under [ECM Quarterly Implementation Report \(https://storymaps.arcgis.com/collections/a07f998dfefa497fbd7613981e4f6117?item=4\)](https://storymaps.arcgis.com/collections/a07f998dfefa497fbd7613981e4f6117?item=4) with the footnote that "While DHCS expects that 3-5% of the Medi-Cal membership will be eligible for ECM, this will vary based off of local demographics and not all eligible members may want to participate in the program, so penetration rates are expected to be significantly lower than 3-5%."

FINDING NO. 17

The State estimates that only 30% of Medi-Cal beneficiaries who are identified as eligible for ECM will likely enroll in ECM, but no studies have been conducted to determine why that percentage is so low.

RESPONSE

Agree.

FINDING NO. 18

DHS, as an ECM provider, only enrolls Medi-Cal beneficiaries in ECM who are empaneled with DHS, a relatively limited population compared with all ECM eligible beneficiaries in the County.

RESPONSE

Partially disagree. DHS intentionally contracted with the health plans to be the ECM provider for DHS-empaneled patients. This approach is in alignment with DHCS guidance that states:

“Medi-Cal health plans will assign an ECM provider to a member based on their needs. If a member’s primary care provider or behavioral health provider is affiliated with an ECM provider organization, the member will most likely be assigned to that ECM provider.”

Non-DHS patients may be eligible to receive or already receiving ECM services from their non-DHS primary care provider (PCP) or another ECM Provider assigned by the health plans.

Contrary to the CGJ report findings, DHS did not decide “to limit its CaIAIM services and associated subsidies, with some minor exceptions, to those patients who are empaneled with DHS under a managed care relationship.” The decision was made because DHS is not well-positioned to provide ECM services to patients who belong to a managed care network outside of DHS. Changing the contractual ECM model to care for non-DHS patients could lead to disruptions in the therapeutic relationship with that patient’s existing care team, as well as significant coordination and data integration challenges.

FINDING NO. 19

Communication and coordination between ECM providers and the Community Supports providers to whom ECM beneficiaries are referred could be improved.

RESPONSE

Agree. While communication could be improved, it would require ECM and Community Supports (CS) providers to have increased data visibility into whether their patients are cross-enrolled.

Currently, this information is held at the health plan level, and there is no central database or health information exchange approach for a provider to look up this information. DHS has an internal approach for patients cared for within DHS, but some ECM patients receive CS services from non-DHS CS providers and vice versa. This issue requires resolution at the health plan level.

FINDING NO. 20

Children's Hospital of Los Angeles patients include a high percentage of ECM eligible Medi-Cal beneficiaries; and, by enrolling as an ECM provider, CHLA provides an exemplary example of the opportunities under CalAIM to support Medi-Cal beneficiaries, especially regarding the needs of discharged patients.

RESPONSE

Agree.

FINDING NO. 21

Providing Access and Transforming Health (PATH) has provided and continues to provide substantial funding for participants in the CalAIM initiatives, especially for infrastructure and start-up costs.

RESPONSE

Agree.

Recommendations Regarding the Restructuring of County Departments Providing Healthcare-Related Services**RECOMMENDATION NO. 7-1**

The Board should rejuvenate the Health Agency originally approved by the Board in 2015, empowering it to make binding decisions regarding collaboration and integration projects involving health-related County departments, including the DHS, DPH, DMH and Aging and Disabilities, especially including CalAIM participation and the operation of the Restorative Care Villages. (In implementing this Recommendation, the Board should read Dr. Katz's memorandum, attached as Exhibit A.)

RESPONSE

Disagree. On May 21, 2024, the Board directed the Chief Executive Officer, in collaboration with the Directors of DHS, DPH, and DMH, to retain a consultant to conduct an evaluation of the AHI to determine best practices and areas for improvement and provide recommended options for the Board's consideration for supporting the collaboration between the three health departments that improve access to comprehensive health care.

The CEO procured TurningWest, Inc. (Consultant) through a competitive solicitation process to complete the evaluation. The Consultant facilitated 39 individual and group interviews with the Board's health deputies; former AHI staff; DHS, DMH, and DPH leadership and staff; other County departments; and external stakeholders, including representatives from labor and community-based organizations.

The Consultant developed comprehensive criteria for analyzing eight organizational design options, considering future Measure G changes. The options fell across a continuum from the least restrictive to the most formal structure, and were scored using a Decision Matrix Scale (ranging from 0 – 20 points):

- Option A: **Implement No Change** (7 points)
- Option B: **Increase Communication** (16 points)
- Option C: **Create Collaborative Forum** (18 points)
- Option D: **Establish Collaborative Units within the Health Depts** (11 points)
- Option E: **Reinstate AHI as Independent Unit** (10 points)
- Option F: **Reinstate AHI Reporting to the CEO** (9 points)
- Option G: **Create Supra-Ordinate Structure Over the Health Depts** (9 points)
- Option H: **Merge the Health Departments** (10 points)

The Consultant's report recommended that, in lieu of a formal AHI structure or Health Agency model, the three County health departments implement a two-tiered approach for improving coordination that:

1. Increase Communication (Option B)

Enhance the communication teams within each health department by designating one or two communication professionals who would be responsible for creating and maintaining regular, structured communication both within and across departments, ensuring collaborative efforts are effectively communicated to stakeholders. The role of these professionals would include:

- Creating intra-departmental newsletters and other communications;
- Producing an inter-departmental communication vehicle that would spotlight various collaborative priorities and projects;
- Establishing a public-facing communication medium to help inform partner organizations and the public on coordinated efforts;
- Developing structures, networks, and information-gathering practices to share information on current collaboration; and
- Discerning how to simply communicate efforts in ways that are understandable and useful to a variety of audiences.

2. Create Collaborative Forum (Option C)

Create a new collaborative forum where the three health department directors and key staff come together monthly, facilitated by a contracted outside expert in meeting facilitation. The forum's design would support ongoing strategic planning, and allow health departments to present updates, discuss emerging challenges, and negotiate priorities with each other.

This collaborative pathway would establish a formal process for discovery, discussion, and debate between experts in healthcare delivery that is currently being done on an ad hoc basis. Such a structured forum would facilitate ongoing conversations about current and potential areas of collaboration and offer a place to seek agreement and buy-in where needed.

This option would not require a set of dedicated staff be in place to support it, which would help it maintain the level of adaptability needed to be successful. However, the consultants recommend that an outside facilitator be responsible for regular meeting facilitation and follow-up.

The recommendations were vetted by leadership from the three departments and key stakeholders, and all agreed that they would support joint decision-making, shared accountability, and increased visibility of inter-departmental collaboration.

While the Consultant's report did analyze the option of implementing a Health Agency structure (Option H: Merge the Health Departments), the arguments against this structure outweighed the arguments for it.

The Consultant's report highlighted several reasons against this option, including: 1) the sheer complexity of the three County health departments deems it an impossible option and would most likely require legislative mandates to adjust policies and requirements currently guiding the separate departments; and 2) the unique missions of the three health departments would be at risk of getting lost.

Historically, when the three departments were all under one large health department, the tremendous needs of DHS tended to drain resources away from the needs of mental health and public health. The size of the bureaucracy did little to meet the complex healthcare needs of County residents, and, therefore, it was found that the tradeoff of specialization here was not worth the outlined benefits.

Based on the findings of this detailed study, no further action relating to this recommendation will be taken.

RECOMMENDATION NO. 7-2

The Board should direct the Chief Executive Officer, in consultation with DHS, to conduct a detailed study of the opportunity, ability, and available budget for a rejuvenated Health Agency to assume responsibility for all County initiatives regarding the homeless.

RESPONSE

Disagree. As discussed above, this detailed study has already been completed and as such, no further action will be taken.

On May 21, 2024, the Board directed the Chief Executive Officer, in collaboration with DHS, DPH, and DMH, to retain a consultant to conduct an evaluation of the AHI to determine best practices and areas for improvement and provide recommended options for the Board's consideration for supporting the collaboration between the three health departments that improve access to comprehensive health care.

The CEO procured TurningWest, Inc. (Consultant) through a competitive solicitation process to complete the evaluation. The Consultant facilitated 39 individual and group interviews with the Board's health deputies; former AHI staff; DHS, DMH, and DPH leadership and staff; other County departments; and external

stakeholders, including representatives from labor and community-based organizations.

The Consultant developed comprehensive criteria for analyzing eight organizational design options, considering future Measure G changes. The options fell across a continuum from the least restrictive to the most formal structure, and were scored using a Decision Matrix Scale (ranging from 0 – 20 points):

- Option A: **Implement No Change** (7 points)
- Option B: **Increase Communication** (16 points)
- Option C: **Create Collaborative Forum** (18 points)
- Option D: **Establish Collaborative Units within the Health Depts** (11 points)
- Option E: **Reinstate AHI as Independent Unit** (10 points)
- Option F: **Reinstate AHI Reporting to the CEO** (9 points)
- Option G: **Create Supra-Ordinate Structure Over the Health Depts** (9 points)
- Option H: **Merge the Health Departments** (10 points)

The Consultant's report recommended that, in lieu of a formal AHI structure or Health Agency model, the three County health departments implement a two-tiered approach for improving coordination that:

1. Increase Communication (Option B)

Enhance the communication teams within each health department by designating one or two communication professionals who would be responsible for creating and maintaining regular, structured communication both within and across departments, ensuring collaborative efforts are effectively communicated to stakeholders. The role of these professionals would include:

- Creating intra-departmental newsletters and other communications;
- Producing an inter-departmental communication vehicle that would spotlight various collaborative priorities and projects;
- Establishing a public-facing communication medium to help inform partner organizations and the public on coordinated efforts;
- Developing structures, networks, and information-gathering practices to share information on current collaboration; and
- Discerning how to simply communicate efforts in ways that are understandable and useful to a variety of audiences.

2. Create Collaborative Forum (Option C)

Create a new collaborative forum where the three health department directors and key staff come together monthly, facilitated by a contracted outside expert in meeting facilitation. The forum's design would support ongoing strategic planning, and allow health departments to present updates, discuss emerging challenges, and negotiate priorities with each other.

This collaborative pathway would establish a formal process for discovery, discussion, and debate between experts in healthcare delivery that is currently being done on an ad hoc basis. Such a structured forum would facilitate ongoing conversations about current and potential areas of collaboration and offer a place to seek agreement and buy-in where needed.

This option would not require a set of dedicated staff be in place to support it, which would help it maintain the level of adaptability needed to be successful. However, the consultants recommend that an outside facilitator be responsible for regular meeting facilitation and follow-up.

The recommendations were vetted by leadership from the three departments and key stakeholders, and all agreed that they would support joint decision-making, shared accountability, and increased visibility of inter-departmental collaboration.

While the Consultant's report did analyze the option of implementing a Health Agency structure (Option H: Merge the Health Departments), the arguments against this structure outweighed the arguments for it.

The Consultant's report highlighted several reasons against this option, including: 1) the sheer complexity of the three County health departments deems it an impossible option and would most likely require legislative mandates to adjust policies and requirements currently guiding the separate departments; and 2) the unique missions of the three health departments would be at risk of getting lost.

Historically, when the three departments were all under one large health department, the tremendous needs of DHS tended to drain resources away from the needs of mental health and public health. The size of the bureaucracy did little to meet the complex healthcare needs of County residents, and, therefore, it was found that the tradeoff of specialization here was not worth the outlined benefits.

Based on the findings of this detailed study, no further action relating to this recommendation will be taken.

RECOMMENDATION NO. 7-3

The Board should direct the Chief Executive Officer, in consultation with DHS, to conduct a detailed study of the comparative benefits of the new Homeless Services Department to address homelessness as compared with a rejuvenated Health Agency serving the same function, as proposed under Recommendation 1.

RESPONSE

Agree. This recommendation has already been implemented.

On April 1, 2025, the Board adopted a motion to establish a new County department focused on homelessness. This decision was informed by extensive studies, analyses, and stakeholder input (listed below) conducted over a significant period. Given this comprehensive foundation, additional analysis comparing alternative models (such as a rejuvenated Health Agency serving the same function) is not necessary and will not be pursued at this time.

Please see the following documents for further information:

- [Feasibility of Implementing the Blue Ribbon Commission on Homelessness Report Recommendations No. 1 \(Establish a County Entity Dedicated to Homeless Service Delivery\) and No. 3 \(Streamlined LAHSA\)](#)
- [Feasibility of Implementing the Blue Ribbon Commission on Homelessness Report Recommendations No. 1 \(Establish County Entity Dedicated to Homeless Service Delivery\) and No. 3 \(Streamlined LAHSA\) \(Item no. 90D, Agenda of November 26, 2024\)](#)
- [Implementing the Blue Ribbon Commission on Homelessness Report Recommendation No. 1 \(Establish a County Entity Dedicated to Homeless Service Delivery\) and No. 3 \(Streamlined LAHSA\)](#)

Some of the summary points from these documents are as follows:

Benefits of establishing a new department:

Creating a new County department on homelessness provides an opportunity to align our countywide response to homelessness. This transition provides an opportunity for new collaboration between service providers, people with lived experience, County departments, local jurisdictions, unincorporated areas, and elected officials to create positive change in our communities. The driving force behind this new department is increasing accountability, streamlining services for people experiencing homelessness, and reducing the barriers on the providers who serve them every day. We have an opportunity to use what we know is effective to create even more impact and touch even more lives, while at the same time creating more accountability and support for the providers on the front line.

The new department aims to provide:

- More effective braiding and leveraging of different homelessness funding streams administered by the County to provide more comprehensive and integrated services to people experiencing homelessness.
- Reduced administrative burden for homeless services providers through aligned programs with a common philosophical framework, consolidated contracting and use of standardized agreements, invoice processing, and payment systems.
- Opportunities to serve and stabilize clients sooner and more effectively through greater integration of mainstream services provided by County departments with programs and services focused on people experiencing homelessness.
- Increased authority for the County to directly oversee policies, procedures, service delivery models, data collection, evaluation, etc., for County funded programs and services.

- Increased accountability and transparency associated with County funding being administered by a County department that will publish budgets, expenditure reports, audits, evaluations, and dashboards with outcomes and metrics, and will make them available in one location in a public facing website.

RECOMMENDATION NO. 7-4

The Board should direct the Hospitals and Health Care Delivery Commission to study and make recommendations regarding the proposed creation and operation of the Health Agency in order to further the coordination and integration of high-quality health and social services, especially services for the homeless, across all County departments; and the Board should review and respond to such recommendations.

RESPONSE

Disagree. As previously discussed, the CEO hired an independent consultant to analyze the feasibility of creating a Health Agency (amongst other options) that has already been completed. Based on the findings from that study, it was determined that it is not feasible to create a Health Agency, relative to the other options that were evaluated. As such, no further action related to this recommendation will be taken.

The role of the County Commission on Hospitals and Health Care Delivery, as an advisory body, is to advise the Director of DHS and the Board on matters pertaining to patient care policies and programs. The Commission can study and provide its recommendations on the proposed creation and operation of the Health Agency, within the Commission's purview and within the scope of responsibilities. However, in this case, the study has already been completed, and this study does not recommend the creation of such a Health Agency.

Recommendations Regarding the County's Commitment to the CalAIM Program

RECOMMENDATION NO. 7-5

LA Care, DHS, and LA General should create a working partnership to fully implement CalAIM in the County, addressing, among other things 1) effective strategies to maximize ECM enrollment, 2) the expected increase in cost saving resulting from expanded ECM enrollment, and how to connect those cost savings to the funding of CalAIM activities, and 3) effective lobbying of the State for increased funding of CalAIM.

RESPONSE

Agree. The related activities of this partnership are ongoing. DHS, which includes LA General, is contracted with three health plans (i.e., LA Care, HealthNet, Molina) to be the ECM Provider for DHS-assigned patients.

Since 2021 (prior to the launch of ECM in 2022), DHS has been involved in numerous joint ECM implementation, operational, and clinical workgroups with the health plans that are ongoing.

In terms of the first suggestion (“effective strategies to maximize ECM enrollment”), DHS presented data in a December 2024 Board Informational Briefing that approximately 42% of DHS’ ECM-eligible patients decline enrollment and staff are unable to engage another 31% despite a robust outreach protocol that spans time and modalities.

At DHS, significant resources are devoted to patient engagement. Lower-than-expected ECM enrollment rates may be inherently related to the characteristics of the ECM Populations of Focus. Some of the risk factors that make patients eligible for ECM (e.g., homelessness, mental illness) may also be associated with barriers to engagement. The State Department of Health Care Services (DHCS) acknowledges that not all individuals eligible for ECM will want to participate, as seen in ECM Penetration Rates noted above.

In terms of the second suggestion (“addressing...the expected increase in cost saving resulting from expanded ECM enrollment, and how to connect those cost savings to the funding of CalAIM activities”), DHS has already undertaken detailed ECM financial analyses to examine actual costs, reimbursement, and projected revenue. Unfortunately, the rates from the State and health plans are so low that even increased enrollment projections would not fully offset DHS costs (i.e., expanded ECM enrollment would not lead to cost savings).

In terms of the third suggestion (“effective lobbying of the State for increased funding of CalAIM”), the County has shared concerns about the low rates with the contracted health plans and with the State.

RECOMMENDATION NO. 7-6

LA General, in coordination with DHS, should seek ECM provider status from LA Care, and LA Care should expedite LA General’s ECM provider status.

RESPONSE

Disagree. DHS does not need to seek ECM provider status for LA General as it is already a contracted ECM Provider with LA Care, as well as with other health plans. LA General Hospital is part of DHS, and as such, is already a contracted ECM provider.

DHS is a large organization with 4 acute care hospitals, 23 standalone outpatient clinics, Community Programs (including Housing for Health), and many other divisions.

RECOMMENDATION NO. 7-7

LA General and LA Care, in consultation with DHS, should work together to develop a written plan that maximizes LA General’s impact in qualifying eligible Medi-Cal beneficiaries for ECM.

RESPONSE

Disagree. Efforts to enhance beneficiary enrollment should not be focused on any one provider. Quality improvement efforts related to ECM enrollment already occur across DHS, in addition to activities at the health plan level (including but not

limited to LA Care) and by other non-DHS providers. These efforts are not and should not be specific to LA General.

RECOMMENDATION NO. 7-8

LA General, as an ECM provider, should work with LA Care to generate a study on the effective recruitment of ECM eligible beneficiaries for the purpose of increasing the current 30% success rate in enrolling ECM eligible beneficiaries.

RESPONSE

Partially disagree. DHS (which includes LA General) has already embarked upon numerous structured efforts to increase ECM enrollment rates but continue to see high rates of declination. These challenges have been and will continue to be shared with the health plans, including but not limited to LA Care. These efforts are not specific to LA General or LA Care.

RECOMMENDATION NO. 7-9

The Board should direct DHS to conduct a detailed study of the incremental costs of DHS's current and anticipated participation in CalAIM as an ECM provider, and the resulting financial benefits to the County and the State.

RESPONSE

Disagree. DHS has already undertaken detailed ECM financial analyses to examine actual costs, reimbursement, and projected revenue.

Unfortunately, per beneficiary rates are far exceeded by per beneficiary costs of providing care under the ECM program. The rates are so low that increased enrollment would not be sufficient to offset DHS' costs. Conversely, it would likely create a larger financial deficit as DHS would have to add staff to care for a larger ECM-enrolled population.

RECOMMENDATION NO. 7-10

The Board should direct DHS to conduct a detailed study of the incremental costs of LA General's anticipated participation in CalAIM as an ECM provider, and the resulting financial and operational benefits to both the County and the State.

RESPONSE

Disagree. As previously discussed, DHS (which includes LA General) has already undertaken detailed ECM financial analyses to examine actual costs, reimbursement, and projected revenue.

Unfortunately, per beneficiary rates are far exceeded by per beneficiary costs of providing care under the ECM program. The rates are so low that increased enrollment would not be sufficient to offset DHS' costs. Conversely, it would likely create a larger financial deficit as DHS (which includes LA General) would have to add staff to care for a larger ECM-enrolled population.

RECOMMENDATION NO. 7-11

LA General and LA Care, in consultation with DHS, should work together to develop strategies to obtain and analyze available data, including data generated by LA General's ECM patients, for the purpose of evaluating the impact of the CalAIM program on beneficiary well-being and cost reduction.

RESPONSE

Agree. This work is currently ongoing. DHS, which includes LA General is already working with a team at UCLA to perform an ECM evaluation to understand the overall impacts of the program.

Such evaluations are ongoing, both within the next six months and beyond, and any pertinent findings regarding beneficiary well-being and cost reduction will be considered for implementation, where feasible.

RECOMMENDATION NO. 7-12

DHS and LA General should seek grants from PATH to fund LA General's infrastructure and associated costs in connection with its participation as an ECM provider.

RESPONSE

Agree. This work is currently ongoing, both within the next six months and beyond. DHS, which includes LA General, has already applied for and received PATH funding. These grants fund DHS' ECM infrastructure overall, beyond funding just LA General specifically.

Recommendation Regarding the Restorative Care Village**RECOMMENDATION NO. 7-13**

The Board should direct the Hospitals and Health Delivery Commission to investigate the potential benefits and structural challenges of the County Restorative Care Villages, and make recommendations regarding their organization, management, coordination and operation for the purposes of maximizing high quality care for County patients, especially focusing on: 1) the importance of establishing centralized control and management over each Restorative Care Village, 2) the benefits of each Restorative Care Village effectively communicating and coordinating with its associated County Hospital, 3) the Restorative Care Village's effective participation in CalAIM, especially in coordination with providers of Community Supports, and 4) the apparent lack of a County-wide vision for the Restorative Care Villages; and the Board should review and respond to such recommendations.

RESPONSE

Partially disagree. The analysis of such issues could be considered through the County's efforts to implement the findings of the Consultant's report (as referenced in the responses to Recommendations 7-1 and 7-2), both within the next six months and beyond, as necessary. The improvement of communications and the creation of a collaborative forum amongst the County's health departments, as recommended in the Consultant's report, will provide the arena for such an analysis, as further data from the operations of the Restorative Care Villages

becomes available. This includes data about the organization, management, coordination, and operations of the Restorative Care Villages.

The role of the County Commission on Hospitals and Health Care Delivery, as an advisory body, is to advise the Director of DHS and the Board on matters pertaining to patient care policies and programs. If the Board were to ask the Commission to review and make recommendations regarding the organization, management, coordination, and operations of the Restorative Care Villages, at some point in the future, the Commission would do so within the Commission's purview and scope of the recommendations.

DRAFT

BOARD LETTER/MEMO CLUSTER FACT SHEET

DRAFT

☒ Board Letter

☐ Board Memo

☐ Other

CLUSTER AGENDA REVIEW DATE	7/23/2025	
BOARD MEETING DATE	8/12/2025	
SUPERVISORIAL DISTRICT AFFECTED	☒ All ☐ 1 st ☐ 2 nd ☐ 3 rd ☐ 4 th ☐ 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	☒ Yes ☐ No	
SOLE SOURCE CONTRACT	☐ Yes ☒ No If Yes, please explain why:	
SB 1439 SUPPLEMENTAL DECLARATION FORM REVIEW COMPLETED BY EXEC OFFICE	☒ Yes ☐ No – Not Applicable Declaration form was submitted on 06/26/25.	
DEADLINES/ TIME CONSTRAINTS	8/12/2025	
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	☒ Yes ☐ 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	

	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).
SUPPORTS ONE OF THE NINE BOARD PRIORITIES	☒ Yes ☐ No 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.
DEPARTMENTAL CONTACTS	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



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 12, 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 12, 2025
Page 4

Director

LHW:RH:KN:SK:MG:atm

Attachment

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



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

(CONTRACTOR)

FOR

COMMUNITY AND FAMILY RESOURCE CENTER SERVICES

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS	1
1.0 APPLICABLE DOCUMENTS	2
2.0 DEFINITIONS	3
3.0 WORK	4
4.0 TERM OF CONTRACT	4
5.0 CONTRACT SUM	4
5.1 Annual Maximum Contract Amount	4
5.2 Written Approval for Reimbursement	5
5.3 Notification of 75% of Total Contract Sum	5
5.4 No Payment for Services Provided Following Expiration-Termination of Contract	5
5.5 Invoices and Payments	5
5.6 Intentionally Omitted	5
5.7 Default Method of Payment: Direct Deposit or Electronic Funds Transfer	5
6.0 ADMINISTRATION OF CONTRACT - COUNTY	6
6.1 County's Administration	6
6.2 County's Project Director	6
6.3 County's Project Manager	6
6.4 County's Project Monitor	7
7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR	7
7.1 Contractor's Administration	7
7.2 Contractor's Project Manager	7
7.3 Approval of Contractor's Staff	7
7.4 Contractor's Staff Identification	7
7.5 Background and Security Investigations	7
7.6 Confidentiality	8
8.0 STANDARD TERMS AND CONDITIONS	9
8.1 Amendments	9
8.2 Assignment and Delegation/Mergers or Acquisitions	9
8.3 Authorization Warranty	10
8.4 Budget Reductions	10
8.5 Complaints	11

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.6 Compliance with Applicable Laws.....	11
8.7 Compliance with Civil Rights Laws	12
8.8 Compliance with the County's Jury Service Program	12
8.9 Conflict of Interest.....	14
8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List	14
8.11 Consideration of Hiring GAIN/START Participants	14
8.12 Contractor Responsibility and Debarment	15
8.13 Contractor's Acknowledgement of County's Commitment to Safely Surrendered Baby Law	17
8.14 Contractor's Warranty of Adherence to County's Child Support Compliance Program.....	17
8.15 County's Quality Assurance Plan.....	18
8.16 Intentionally Omitted (Damage to County Facilities, Buildings or Grounds)	18
8.17 Employment Eligibility Verification	18
8.18 Counterparts and Electronic Signatures and Representations.....	18
8.19 Fair Labor Standards	19
8.20 Force Majeure.....	19
8.21 Governing Law, Jurisdiction, and Venue.....	19
8.22 Independent Contractor Status	20
8.23 Indemnification.....	20
8.24 General Provisions for all Insurance Coverage.....	20
8.25 Insurance Coverage	24
8.26 Liquidated Damages.....	26
8.27 Most Favored Public Entity	27
8.28 Nondiscrimination and Affirmative Action.....	27
8.29 Non Exclusivity	28
8.30 Notice of Delays.....	28
8.31 Notice of Disputes.....	28
8.32 Notice to Employees Regarding the Federal Earned Income Credit.....	29
8.33 Notice to Employees Regarding the Safely Surrendered Baby Law	29
8.34 Notices.....	29

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
8.35 Prohibition Against Inducement or Persuasion	29
8.36 Public Records Act	29
8.37 Publicity	30
8.38 Record Retention and Inspection-Audit Settlement	30
8.39 Recycled Bond Paper	31
8.40 Subcontracting	31
8.41 Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program.....	32
8.42 Termination for Convenience	33
8.43 Termination for Default	33
8.44 Termination for Improper Consideration.....	34
8.45 Termination for Insolvency.....	35
8.46 Termination for Non-Adherence of County Lobbyist Ordinance.....	35
8.47 Termination for Non-Appropriation of Funds.....	35
8.48 Validity	36
8.49 Waiver	36
8.50 Warranty Against Contingent Fees	36
8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program.....	36
8.52 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program	36
8.53 Time Off for Voting.....	37
8.54 Compliance with County's Zero Tolerance Policy on Human Trafficking	37
8.55 Intentionally Omitted (Integrated Pest Management (IPM) Program Compliance).....	37
8.56 Compliance with Fair Chance Employment Hiring Practices	37
8.57 Compliance with the County Policy of Equity.....	37
8.58 Prohibition from Participation in Future Solicitation(s).....	38
8.59 Injury and Illness Prevention Program	38
8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.....	38
9.0 UNIQUE TERMS AND CONDITIONS.....	38
9.1 Health Insurance Portability and Accountability Act of 1996 (HIPAA)	38

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
9.2 Intentionally Omitted (Ownership of Materials, Software and Copyright)	39
9.3 Intentionally Omitted (Patent, Copyright and Trade Secret Indemnification)	39
9.4 Data Destruction	39
9.5 Contractor's Charitable Activities Compliance	39
9.6 Local Small Business Enterprise (LSBE) Preference Program	40
9.7 Social Enterprise (SE) Preference Program	40
9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program	41
9.9 Contractor Protection of Electronic County Information	42
10 Survival	43

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 12th 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 12, 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

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1.0	SCOPE OF WORK.....	1
2.0	SPECIFIC WORK REQUIREMENTS	2
3.0	QUALITY CONTROL	5
4.0	QUALITY ASSURANCE PLAN.....	7
5.0	RESPONSIBILITIES.....	8
	<u>LACDMH</u>	
5.1	Personnel.....	8
5.2	Furnished Items	8
	<u>CONTRACTOR</u>	
5.3	Project Manager.....	8
5.4	Personnel.....	8
5.5	Identification Badges.....	10
5.6	Materials and Equipment	10
5.7	Training	10
5.8	Contractor's Office	10
6.0	SUBCONTRACTING.....	11
7.0	HOURS/DAYS OF WORK	11
8.0	WORK SCHEDULES	11
9.0	INTENTIONALLY OMITTED.....	11
10.0	ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS	11
11.0	INTENTIONALLY OMITTED.....	11
12.0	INTENTIONALLY OMITTED.....	11
13.0	DEFINITIONS.....	12
14.0	GREEN INITIATIVES	12

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	• Poverty • Homelessness • Job opportunities • Access to reliable transportation	• 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	• Educational Inequality • Language and literacy skills • Job opportunities	• 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	• Health literacy • Unemployment • Mental Health crisis	• Individuals experiencing onset of serious psychiatric illness or at-risk of developing a potentially serious mental illness

	Healthcare inequality	Underserved/Underrepresented cultural populations, such as BIPOC, people with disabilities, people experiencing racism or prejudice, etc.
Neighborhood and Build Environment	- Polluted air and water - Access to nutritious foods - Racism, discrimination, and violence	- 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	- Civic Activities - Social Cohesion - Discrimination - Incarceration	- 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**

TABLE OF CONTENTS

<u>Attachments</u>	<u>Page</u>
I CONTRACT DISCREPANCY REPORT.....	14
II CFRC QUARTERLY AND ANNUAL TRACKER REPORT.....	15
III DMH PREVENTION PROGRAMS OUTCOMES AND DEMOGRAPHICS SUBMISSION FORM ANNUAL REPORT	16

CONTRACT DISCREPANCY REPORT

SAMPLE

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

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

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

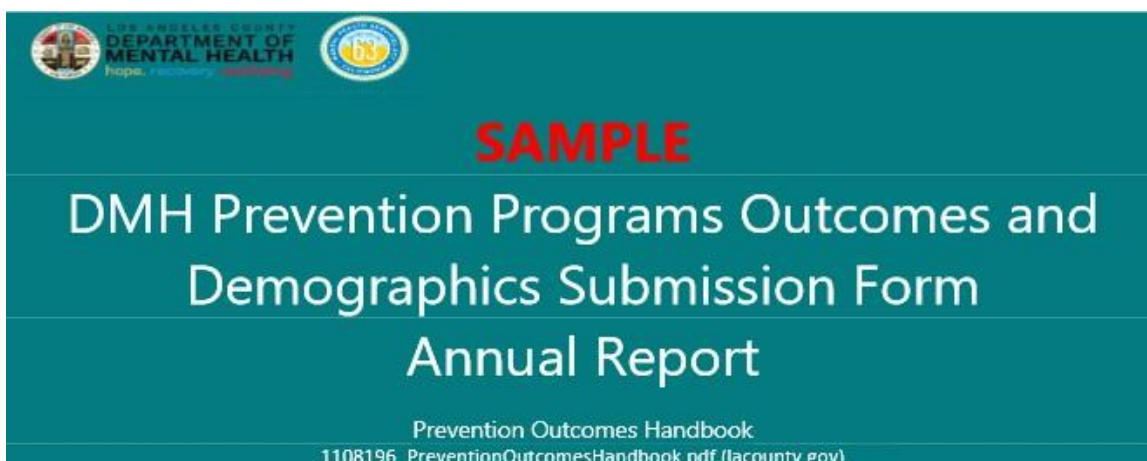
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.
2	Click or tap here to 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) ☐ Q1 ☐ Q2 ☐ Q3 ☐ Q4
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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 Manager 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
-

C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).

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

the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)

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

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

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

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health
-

Information other than as permitted or required by this Business Associate Agreement or as Required by Law.

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

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

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

HOA.104008393.4
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