



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

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

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

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

September 12, 2023

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

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

61 September 12, 2023

CELIA ZAVALA  
EXECUTIVE OFFICER

**APPROVAL TO EXECUTE A NEW CONTRACT WITH  
CBRE MANAGED SERVICES, INC.,  
FOR THE PROVISION OF FACILITIES MANAGEMENT SERVICES AT THE  
JACQUELINE AVANT CHILDREN AND FAMILY CENTER  
(SUPERVISORIAL DISTRICT 2)  
(3 VOTES)**

**SUBJECT**

Request approval to execute a new Contract with CBRE Managed Services, Inc., for the provision of Facilities Management Services at the Jacqueline Avant Children and Family Center as the result of a competitive solicitation.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Authorize the Director of Mental Health (Director), or her designee, to execute a new contract, substantially similar to Attachment I, with CBRE Managed Services, Inc., to provide Facilities Management Services (FMS). The Contract will be effective upon Board approval through June 30, 2026, with up to two one-year optional extensions thereafter. The estimated prorated Total Contract Amount (TCA) for Fiscal Year (FY) 2023-24 is \$565,000. For each subsequent fiscal year of the contract, the estimated TCA will be \$753,000, fully funded by 2011 Realignment Mental Health and Intrafund Transfers from Department of Health Services (DHS), Department of Children and Family Services (DCFS), and Department of Public Health (DPH).

2. Delegate authority to the Director, or her designee, to prepare and execute future amendments to the Contract in Recommendation 1; to revise the boilerplate language; revise the TCA; add, delete, modify, or replace the Statement of Work (SOW); and/or, reflect federal, State, and County

regulatory, statutory and/or policy changes provided that: 1) the County's total payment will not exceed an increase of 10 percent from the Board-approved TCA in Recommendation 1; and 2) sufficient funds are available. The amendment will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and Chief Executive Office (CEO).

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

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

Board approval of Recommendation 1 will allow the Department of Mental Health (DMH) to contract with CBRE Managed Services, Inc., for the provision of FMS at the Jacqueline Avant Children and Family Center.

Board approval of Recommendation 2 will allow DMH to amend the Contract to revise the TCA, and to modify the SOW, as necessary, without interruption to services.

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

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

The recommended actions are consistent with County's Strategic Plan Goal I, Make Investments That Transform Lives, specifically Strategy I.2 – Enhance Our Delivery of Comprehensive Interventions.

### **FISCAL IMPACT/FINANCING**

The estimated prorated TCA for FY 2023-24 is \$565,000. For each subsequent fiscal year of the contract, the estimated TCA will be \$753,000, fully funded by DMH, DHS, DCFS, and DPH based on their proportionate share as determined by the Space Assignment Notice. The funding was included in the FY 2023-24 Supplemental Budget.

Funding for future fiscal years 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**

CBRE Managed Services, Inc., will provide full-service FMS necessary to maintain the building and grounds, including mechanical, electrical, and plumbing maintenance, along with custodial and waste management services at Jacqueline Avant Children and Family Center formerly known as the Martin Luther King, Jr. Child and Family Wellbeing Center, located at 1741 E. 120th Street, Los Angeles, California 90059.

As mandated by your Board, the Contract will be evaluated by DMH on an annual basis to ensure the Contractor's compliance with all contract terms and performance standards.

The attached Contract (Attachment I) has been approved as to form by County Counsel.

**CONTRACTING PROCESS**

A Request for Proposals (RFP), Bid No. DMH070622B1, was released on July 6, 2022, for the provision of FMS, and CBRE Managed Services, Inc., was the only proposer to respond to the RFP. In accordance with County contracting policy, the proposal was evaluated, and DMH determined that CBRE Managed Services, Inc., met the qualifications and had the required experience to provide FMS at the Jacqueline Avant Children and Family Center.

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

Board approval of the recommended actions will allow DMH to contract with CBRE Managed Services, Inc., to provide FMS necessary to maintain the building and grounds at the Jacqueline Avant Children and Family Center.

Respectfully submitted,



LISA H. WONG, Psy.D.  
Director

LHW:CD:KN:SK:CM:atm

Enclosures

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



**CONTRACT BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CBRE MANAGED SERVICES, INC.**

**FOR**

**FACILITIES MANAGEMENT SERVICES**

**AT THE**

**JACQUELINE AVANT CHILDREN AND FAMILY CENTER**

**Contract Number MH540002**

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### **STANDARD EXHIBITS**

- A** Statement of Work and Attachments
- B** Pricing Schedule
- C** Intentionally Omitted
- D** County’s Administration
- E** Contractor’s Administration
- F** Form(s) Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
- G** Safely Surrendered Baby Law

### **UNIQUE EXHIBITS**

- H** Intentionally Omitted

### **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) AGREEMENT**

- I** Inadvertent Access under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

### **SB 1262 – NONPROFIT INTEGRITY ACT OF 2004**

- J** Charitable Contributions Certification

**CONTRACT BETWEEN  
COUNTY OF LOS ANGELES  
AND  
CBRE MANAGED SERVICES, INC.  
FOR  
FACILITIES MANAGEMENT SERVICES  
AT THE  
JACQUELINE AVANT CHILDREN AND FAMILY CENTER**

This Contract (“Contract”) made and entered into this **XX day of Month, 2023** by and between the County of Los Angeles, hereinafter referred to as County and CBRE Managed Services, Inc., hereinafter referred to as “Contractor”. CBRE Management Services, Inc. is located at 2100 McKinney Avenue, Suite 1250, Dallas, TX 75201.

**RECITALS**

WHEREAS, the County may contract with private businesses for Facilities Management Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Facilities Management Services; and

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

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

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# 1 APPLICABLE DOCUMENTS

Exhibits A through J are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency will 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 and Attachments
- Exhibit B Pricing Schedule
- Exhibit C Intentionally Omitted
- Exhibit D County's Administration
- Exhibit E Contractor's Administration
- Exhibit F Forms Required at the Time of Contract Execution (COVID-19 Vaccination Certification of Compliance and Confidentiality Forms)
- Exhibit G Safely Surrendered Baby Law

## **Unique Exhibits:**

### **Intellectual Property Developed-Designed by Contractor Forms**

- Exhibit H Intentionally Omitted

### **Health Insurance Portability and Accountability Act (HIPAA)**

- Exhibit I Inadvertent Access under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)

### **SB 1262 – Nonprofit Integrity Act of 2004**

- Exhibit J Charitable Contributions Certification

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 shall be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

# 2 DEFINITIONS

## **2.1 Standard Definitions:**

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

- 2.1.1 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.
- 2.1.2 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.
- 2.1.3 Statement of Work:** The directions, provisions, and requirements provided herein and special provisions pertaining to the method, frequency, manner and place of performing the contract services.
- 2.1.4 Subcontract:** An agreement by the contractor to employ a subcontractor to provide services to fulfill this contract.
- 2.1.5 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.
- 2.1.6 Board of Supervisors (Board):** The Board of Supervisors of the County of Los Angeles acting as governing body.
- 2.1.7 County Monitoring Manager:** Person designated by the Director of Mental Health to manage the operations under this contract.
- 2.1.8 County Contract Lead:** 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.
- 2.1.9 Director of Mental Health:** 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 Monitoring Manager.
- 2.1.10 Day(s):** Calendar Day(s) unless otherwise specified.
- 2.1.11 Contractor Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract
- 2.1.12 Fiscal Year:** The 12-month period beginning July 1st and ending the following June 30th.

### 3 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 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 TERM OF CONTRACT

- 4.1 The term of this Contract shall commence upon execution and shall continue in full force and effect through **June 30, 2026**, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2 The County shall have the sole option to extend this Contract term for up to two optional one-year terms, for a maximum total Contract term of five years through **June 30, 2028**. Each such extension option may be exercised at the sole discretion of the Director of Mental Health, or designee as authorized by the Board of Supervisors.

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

- 4.3 Contractor must notify the Department of Mental Health (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 (County’s Administration).

### 5 CONTRACT SUM

#### 5.1 Total Contract Sum

The funding for this contract shall be available as follows:

<u>Year</u>	<u>Amount</u>
Year One: Contract execution through June 30, 2024	\$565,000
Year Two: July 1, 2024 through June 30, 2025	\$753,000
Year Three: July 1, 2025 through June 30, 2026	\$753,000

#### 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 DMH at the address herein provided in Exhibit D (County's Administration).

### **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. This provision will survive the expiration or other termination of this Contract.

### **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 (Statement of Work 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. The Contractor's payments will be as provided in Exhibit B (Pricing Schedule) and the Contractor will be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment will be due to the Contractor for that work.

**5.5.2** The Contractor's invoices must be priced in accordance with Exhibit B (Pricing Schedule).

**5.5.3** The Contractor's invoices must contain the information set forth in Exhibit A (Statement of Work and Attachments) describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

**5.5.4** The Contractor must submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

**5.5.5** All invoices under this Contract must be submitted to the County Monitoring Manager indicated in Exhibit D (County's Administration) via electronic mail.

### **5.5.6 County Approval of Invoices**

All invoices submitted by Contractor for payment must have the written approval of the County's Monitoring Manager 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.

### **5.5.7 Intentionally Omitted**

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

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

### **6.1 County Administration**

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

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

**6.2.1** The role of the Director includes:

**6.2.1.1** The Director shall have the authority to administer this Contract on behalf of the County. All references to the actions or decisions to be

made by the County in this Contract shall be made by the Director unless otherwise expressly provided.

6.2.1.2 The Director may designate one or more persons to act as designee for the purposes of administering this Contract. Therefore “Director” shall mean “director and/or designee.”

6.2.1.3 Coordinating with Contractor and ensuring Contractor’s performance of the Contract; however, in no event shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby; and

6.2.1.4 Upon request of the Contractor, providing direction to Contractor, as appropriate in areas relating to County policy, information requirements, and procedural requirements; however, in no event, shall Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

### **6.3 County’s Monitoring Manager**

The role of the County’s Monitoring Manager is authorized to include:

**6.3.1** Meeting with 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 Contractor; however, in no event will Contractor’s obligation to fully satisfy all of the requirements of this Contract be relieved, excused or limited thereby.

**6.3.3** The County’s Monitoring 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 Contract Lead**

The role of the County’s Contract Lead 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 Contract Lead reports to the County’s Monitoring Manager.

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

### **7.1 Contractor Administration**

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

### **7.2 Project Manager**

**7.2.1** The Contractor’s Project Manager is designated in Exhibit E (Contractor’s Administration). The Contractor must notify the County in

writing of any change in the name or address of the Contractor's Project Manager.

- 7.2.2** 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 Monitoring Manager and County's Contract Project Monitor on a regular basis.

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

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Monitoring 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** 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 7.6, as determined by County in its sole judgment. Any legal defense pursuant to contractor's indemnification obligations under this Paragraph 7.6 will be conducted by contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and 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.
- 7.6.4** Contractor must sign and adhere to the provisions of Exhibit F1 (Contractor Acknowledgement and Confidentiality Agreement).

## **8 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

- 8.1.1** For any change which affects the scope of work, term, contract sum, payments, or any term or condition included under this Contract, an amendment to the Contract must be prepared and executed by the Contractor and by the Director.
- 8.1.2** The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by

the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract must be prepared and executed by the Contractor and by the Director.

- 8.1.3** The Director or designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 (Term of Contract). 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 Contractor and by the Director.

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

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

- 8.2.2** Contractor 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 Contractor may have against the County.

- 8.2.3** Any assumption, assignment, delegation, or takeover of any of Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than 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**

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

## **8.4 Budget Reductions**

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

## **8.5 Complaints**

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

### **8.5.1 Complaint Procedures**

- 8.5.1.1** Within 30 business days after the Contract effective date, Contractor must provide the County with Contractor's policy for receiving, investigating and responding to user complaints.
- 8.5.1.2** The County will review Contractor's policy and provide Contractor with approval of said policy or with requested changes.
- 8.5.1.3** If the County requests changes to Contractor's policy, Contractor must make such changes and resubmit the policy within 10 business days for County approval.
- 8.5.1.4** If, at any time, Contractor wishes to change its policy, Contractor must submit proposed changes to the County for approval before implementation.
- 8.5.1.5** Contractor must preliminarily investigate all complaints and notify the County's Monitoring Manager of the status of the investigation within three 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 Monitoring Manager within five business days of mailing to the complainant.

## **8.6 Compliance with Applicable Law**

**8.6.1** In the performance of this Contract, Contractor 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 Paragraph 8.6 (Compliance with Applicable Law) 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**

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 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 or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the contractor. "Full-time" means forty (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 agreement.

**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 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** 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. Contractor warrants that it is not now aware of any facts that create a conflict of interest. If Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it 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 Contractor require additional or replacement personnel to perform the services set forth herein, after the effective date of this Contract, 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-GROW Participants**

**8.11.1** Should Contractor require additional or replacement personnel after the effective date of this Contract, 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 General Relief Opportunity for Work (GROW) Program who meet 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-GROW participants by job category to Contractor. Contractors must report all job openings with job requirements to: [GAINGROW@DPSS.LACOUNTY.GOV](mailto:GAINGROW@DPSS.LACOUNTY.GOV) and [BSERVICES@WDACS.LACOUNTY.GOV](mailto:BSERVICES@WDACS.LACOUNTY.GOV) and DPSS will refer qualified GAIN/GROW job candidates.

**8.11.2** In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees 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**

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

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

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

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

**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 of Supervisors.

**8.12.4.3** After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board will be presented to the Board of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

**8.12.4.4** If a contractor has been debarred for a period longer than five years, that contractor may after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material

evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

**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 years; 2) the debarment has been in effect for at least five years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board 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 of Supervisors. The Board of Supervisors will have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

### **8.12.5 Subcontractors of Contractor**

These terms will also apply to subcontractors of County contractors.

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

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at 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/safely-surrender/>,

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

**8.14.1** Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County

through contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

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

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

- 8.16.1** Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or its employees or agents. Such repairs must be made immediately after Contractor has become aware of such damage, but in no event later than 30 days after the occurrence.
- 8.16.2** If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by Contractor by cash payment upon demand.

### **8.17 Employment Eligibility Verification**

- 8.17.1** Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the

citizenship or alien status requirements set forth in Federal and State statutes and regulations. Contractor 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. Contractor must retain all such documentation for all covered employees for the period prescribed by law.

- 8.17.2** 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 Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

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

## **8.19 Fair Labor Standards**

Contractor 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 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. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder will be exclusively in the County of Los Angeles.

## **8.22 Independent Contractor Status**

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

**8.22.2** 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 Contractor.

**8.22.3** Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of Contractor and not employees of the County. Contractor 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 Contractor pursuant to this Contract.

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

### **8.23 Indemnification**

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 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

#### **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 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 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 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  
Contracts Development and Administration Division  
510 S. Vermont Ave., 20th Floor  
Los Angeles, CA 90020

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

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

**8.24.4 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, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. Contractor 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 SIR. The County retains the right to require contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

**8.24.11 Claims Made Coverage**

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

**8.24.12 Application of Excess Liability Coverage**

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

**8.24.13 Separation of Insureds**

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

**8.24.14 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents 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 years following this Contract's expiration, termination or cancellation.

#### **8.25.4.3 Property Coverage**

Contractors given exclusive use of County owned or leased property must carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents must be named as an Additional Insured and Loss Payee on contractor's insurance as its interests may appear. Automobiles and mobile equipment must be insured for their actual cash value. Real property and all other personal property must be insured for their full replacement value.

#### **8.25.4.4 Privacy/Network Security (Cyber) Liability**

Insurance coverage providing protection against liability for (1) privacy breaches [liability arising from the loss or disclosure of confidential information no matter how it occurs]; (2) system breach; (3) denial or loss of service; (4) introduction, implantation, or spread of malicious software code; (5) unauthorized access to or use of computer systems with limits of not less than \$2 million. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

### **8.26 Intentionally Omitted**

### **8.27 Most Favored Public Entity**

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

### **8.28 Nondiscrimination and Affirmative Action**

**8.28.1** Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and 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** 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** 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** 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** Contractor will allow County representatives access to Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation 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 Contractor has violated the anti-discrimination provisions of this Contract.

**8.28.8** The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Contract, the County 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 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 business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 Notice of Disputes**

Contractor must bring to the attention of the County's Monitoring Manager or Contract Lead any dispute between the County and Contractor regarding the performance of services as stated in this Contract. If the County's Monitoring Manager or Contract Lead 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**

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**

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/safely-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, and/or emailed addressed to the parties as identified in Exhibits D (County's Administration) and E (Contractor's Administration). 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, Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

8.36.1 Contractor acknowledges that the County is a public "local entity" subject to the California Public Records Act, Government Code section 6250 et seq. Any documents submitted by the Contractor and 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 become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Upon receipt of a Public Records Act request, County will use reasonable efforts to notify Contractor prior to disclosing any sensitive Contractor information provided to County in connection with this Contract. To the extent reasonably practicable, County will give Contractor the opportunity to identify exemptions from disclosure for any Contractor documents included in records responsive to a Public Records Act request. Notwithstanding anything to the contrary contained in this Contract, nothing in this Contract is intended to supersede, modify or diminish in any respect whatsoever any of the County's rights, obligations, and defenses under the Public Records Act, nor will the County be held liability for any disclosure of records, including information that the County determines in its sole discretion is a public records subject to disclosures under the Public Records Act.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the Contractor's documents, information, books, records, and/or contents of a proposal, 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** 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** Contractor must develop all publicity material in a professional manner; and

**8.37.1.2** During the term of this Contract, 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 Director of Mental Health, or his/her designee. The County will not unreasonably withhold written consent.

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

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

**8.38.1** Contractor must maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. Contractor must also maintain accurate and complete employment and other records relating to its performance of this Contract. Contractor agrees that the County, or its authorized representatives, 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 Contractor and will be made available to the County during the term of this Contract and for a period of five years thereafter, unless the County's written permission is given to dispose of any such material prior to such time. All such material must be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, Contractor 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 Contractor is conducted specifically regarding this Contract by any federal or State auditor, or by any auditor

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

**8.38.3** If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to Contractor, then the difference must be either: a) repaid by Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to Contractor, then the difference will be paid to 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 of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.40 Subcontracting**

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

**8.40.2** If Contractor desires to subcontract, Contractor 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** 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 Contractor's employees.

- 8.40.4** Contractor will remain fully responsible for all performances required of it under this Contract, including those that Contractor has determined to subcontract, notwithstanding the County's approval of Contractor's proposed subcontract.
- 8.40.5** The County's consent to subcontract 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. Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6** The Director of Mental Health, or his/her designee, 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** 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** 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 the County Monitoring Manager indicated in Exhibit D (County's Administration).

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

Contractor's failure to maintain compliance with the requirements set forth in Paragraph 8.14 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) 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 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 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 affected 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 Contractor in accordance with Paragraph 8.38 (Record Retention and Inspection-Audit Settlement).

### **8.43 Termination for Default**

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

**8.43.1.1** Contractor has materially breached this Contract; or

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

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

**8.43.2** In the event that the County terminates this Contract in whole or in part as provided in Paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. 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. 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, 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 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 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 Contractor and subcontractor, and without the fault or negligence of either of them, 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 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 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 Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to Contractor's performance pursuant to this Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the contractor as it could pursue in the event of default by Contractor.

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

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

## **8.45 Termination for Insolvency**

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

**8.45.1.1** Insolvency of Contractor. Contractor 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 Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

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

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

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

**8.45.2** The rights and remedies of the County provided in this Paragraph 8.45 (Termination for Insolvency) 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**

Contractor, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by Contractor, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of Contractor or any County Lobbyist or County Lobbying firm retained by Contractor to fully comply with the County's Lobbyist Ordinance 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 Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract will terminate as of June 30 of the last fiscal year for which funds were appropriated. The County will notify Contractor in writing of any such non-allocation of funds at the earliest possible date.

## **8.48 Validity**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances 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 8.49 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** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

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

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

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

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

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

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

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 subcontractor 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 Elections Code [Section 14000](#).

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

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

If Contractor or member of Contractor's staff is convicted of a human trafficking offense, the County 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 Integrated Pest Management (IPM) Program Compliance**

**8.55.1** Contractor acknowledges that County has established an Integrated Pest Management Program (the Program) which aims to reduce or eliminate pollutants moved into surface water through storm water management systems and facilities. The County's IPM Program requirements as set forth in this Paragraph 8.55 can be found at: [www.lacountyipm.org](http://www.lacountyipm.org).

**8.55.2** Contractor must ensure and certify that its employees who apply pesticides on County owned or maintained property are appropriately trained. The training, which must be conducted on an annual basis, but no later than June 30th of each calendar year, must meet the County's minimum requirements under the Program.

**8.55.3** Employee training may be self-certified by Contractor, provided the County has the ability to audit the training, and must include, at a minimum, the following:

**8.55.3.1** The potential for pesticide-related surface water toxicity;

**8.55.3.2** Proper use, handling, and disposal of pesticides;

**8.55.3.3** Least toxic methods of pest prevention and control, including IPM; and

**8.55.3.4** Reduction of pesticide use.

**8.55.4** All users of commercial pesticides are required by State law to provide a monthly pesticide report to the [Los Angeles County Department of Agricultural Commissioner/Weights and Measures \(ACWM\)](#). In addition to the mandatory monthly reporting requirement, Contractor must

provide to DMH, with a copy to the ACWM, an annual summary of the pesticides used outdoors on County-owned or maintained property by Fiscal Year (July 1 to June 30). For each pesticide, the summary must include all of the following:

**8.55.4.1** Product trade name

**8.55.4.2** Active ingredient(s)

**8.55.4.3** EPA Registration Number

**8.55.4.4** Total amount used

The units reported must be appropriate to the product (gallons, ounces, pounds, etc.).

### **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 this Contract.

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

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

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

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

8.58.2 The policy states that "The County Board of Supervisors has adopted a countywide policy that prohibits any person, or any firm or any subsidiary of a firm [collectively "firm"] from submitting a bid or proposal in any County solicitation process where the person or firm, assisted in the development of the solicitation document(s)."

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

8.58.3 No contractor, nor any subsidiary or Subcontractor of a contractor, or any Proposer that assisted in the development of the solicitation document(s) shall participate, in any way, in any future solicitations conducted by County that includes, or is based upon any services rendered by the Contractor/Proposer under this Contract. As this prohibition applies to Subcontractors of the Contractor, the Contractor shall notify any Subcontractors providing services under this Contract of this prohibition before they commence work. Any response to a solicitation submitted by the Contractor/Proposer, or by any subsidiary of or Subcontractor to the Contractor/Proposer in violation of this provision shall be rejected by County. This provision shall survive the expiration, or other termination of the 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 COVID-19 Vaccinations of County Contractor Personnel**

**8.60.1** At Contractor's sole cost, Contractor must comply with all applicable local, state, and federal laws, regulations, orders, policies and requirements that require its staff to be vaccinated against the novel coronavirus 2019 ("COVID-19"). If required by any applicable local, state, or federal law, regulation, order, policy and requirement to do so, all employees of Contractor and persons working on its behalf, including but not limited to, Subcontractors of any tier (collectively, "Contractor Personnel"), will be fully vaccinated against COVID-19 prior to (1) interacting in person with County employees, interns, volunteers, and commissioners ("County workforce members"), (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract (collectively, "In-Person Services").

**8.60.2** Contractor Personnel are considered "fully vaccinated" against COVID-19 two (2) weeks or more after they have received (1) the second dose in a 2-dose COVID-19 vaccine series (e.g. Pfizer-BioNTech or Moderna), (2) a single-dose COVID-19 vaccine (e.g. Johnson and Johnson [J&J]/Janssen), or (3) the final dose of any COVID-19 vaccine authorized by the World Health Organization ("WHO").

**8.60.3** Prior to assigning Contractor Personnel to perform In-Person Services, Contractor must obtain proof that such Contractor Personnel have been fully vaccinated by confirming Contractor Personnel is vaccinated through any of the following documentation: (1) official COVID-19

Vaccination Record Card (issued by the Department of Health and Human Services, CDC or WHO Yellow Card), which includes the name of the person vaccinated, type of vaccine provided, and date of the last dose administered ("Vaccination Record Card"); (2) copy (including a photographic copy) of a Vaccination Record Card; (3) Documentation of vaccination from a licensed medical provider; (4) a digital record that includes a quick response ("QR") code that when scanned by a SMART HealthCard reader displays to the reader client name, date of birth, vaccine dates, and vaccine type, and the QR code confirms the vaccine record as an official record of the State of California; or (5) documentation of vaccination from Contractors who follow the CDPH vaccination records guidelines and standards. Contractor must also provide written notice to County before the start of work under this Contract that its Contractor Personnel are in compliance with the requirements of this section. Contractor must retain such proof of vaccination for the document retention period set forth in this Contract, and must provide such records to the County for audit purposes, when required by County.

**8.60.4** Contractor will evaluate any medical or sincerely held religious exemption request of its Contractor Personnel, as required by law. If Contractor has determined that Contractor Personnel is exempt pursuant to a medical or sincerely held religious reason, the Contractor must also maintain records of the Contractor Personnel's testing results. The Contractor must provide such records to the County for audit purposes, when required by County. The unvaccinated exempt Contractor Personnel must meet some or all of the following requirements prior to (1) interacting in person with County workforce members, (2) working on County owned or controlled property while performing services under this Contract, and/or (3) coming into contact with the public while performing services under this Contract, as determined by the County department that the Contract is with:

**8.60.4.1** Test for COVID-19 with either a polymerase chain reaction (PCR) or antigen test has an Emergency Use Authorization (EUA) by the FDA or is operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services. Testing must occur at least weekly, or more frequently as required by County or other applicable law, regulation or order.

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

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

A completed Exhibit F (COVID-19 Vaccination Certification of Compliance) is a required part of any agreement with the County.

## **9 UNIQUE TERMS AND CONDITIONS**

### **9.1 Inadvertent Access under the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

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

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

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

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

**9.2.1** County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Contract. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all of Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the Contractor's work under this Contract.

- 9.2.2** During the term of this Contract and for five years thereafter, Contractor shall maintain and provide security for all of Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.
- 9.2.3** Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Contract, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Monitoring Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4** The County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. The County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the Contractor's prior written consent.
- 9.2.5** Notwithstanding any other provision of this Contract, the County will not be obligated to Contractor in any way under subparagraph 9.2.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by subparagraph 9.2.3 or for any disclosure which the County is required to make under any State or federal law or order of court.
- 9.2.6** All the rights and obligations of this Paragraph 9.2 shall survive the expiration or termination of this Contract.
- 9.3 Patent, Copyright and Trade Secret Indemnification**
- 9.3.1** Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Contract. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.
- 9.3.2** In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages,

Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

**9.3.2.1** Procure for County all rights to continued use of the questioned equipment, part, or software product; or

**9.3.2.2** Replace the questioned equipment, part, or software product with a non-questioned item; or

**9.3.2.3** Modify the questioned equipment, part, or software so that it is free of claims.

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

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

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

#### **9.5 Data Destruction**

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

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

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

Vendor must certify that any County data stored on purchased, leased, or rented electronic storage equipment and electronic devices, including, but not limited to

printers, hard drives, servers, and/or workstations are destroyed consistent with the current National Institute of Standard and Technology (NIST) Special Publication SP-800-88, Guidelines for Media Sanitization. Vendor must provide County with written certification, within 10 business days of removal of any electronic storage equipment and devices that validates that any and all County data was destroyed and is unusable, unreadable, and/or undecipherable.

## **9.6 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** 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** 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 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 (1), be assessed a penalty in an amount of not more than 10 percent 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 (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent 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 (1) above, the Contractor will be assessed a penalty in an amount of not more than 10 percent 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 Hazardous Material**

9.9.1 As used herein, "Hazardous Materials" shall mean any hazardous material or substance which is or becomes defined as a "hazardous waste," "hazardous substance," "hazardous material," "pollutant," or "contaminant" under any federal, State, or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601) as amended, and/or the Resource Conservation and Recovery Act (42 U.S.C. § 6901), and shall include laboratory wastes, medical wastes, biohazardous wastes, contaminated clothing, body fluids, contaminated medical instruments and equipment, catheters, used bandages, gauzes, needles and other sharp instruments.

9.9.2 Contractor Not an Owner, Operator, Generator or Transporter. County acknowledges that Contractor is not an environmental expert or consultant in the field of Hazardous Materials (as herein defined) and is not licensed to address such matters. Therefore, with respect to any significant

environmental conditions or issues pertaining to Hazardous Materials Facility, County agrees and acknowledges that Contractor, its Affiliates and their respective agents, officers, directors, partners, shareholders and employees are not and shall not be deemed “operators” of any such property or any tenant operations therein or thereon or “generators” or “transporters” (or have any comparable legal status) for purposes of any applicable laws pertaining to Hazardous Materials.

Accordingly, notwithstanding any provision hereof to the contrary, with respect to any Hazardous Materials that may be present below, on, in, about or otherwise affecting the Facility, Contractor shall not be responsible for detecting, handling, removing, remediating, storing, transporting or disposing of Hazardous Materials (each a “Hazardous Activity”), except to the extent of any Hazardous Materials brought onto the Premises and used by Contractor in the ordinary course of providing the Services. Contractor shall not use Hazardous Materials except in the ordinary course of providing the Services and in compliance with applicable laws. “Hazardous Materials” means any hazardous material or substance that is or becomes defined as a “hazardous waste,” “hazardous substance,” “hazardous material,” “pollutant”, or “contaminant” under any applicable law, regulation or rule or any item identified as a hazardous material using the Globally Harmonized System (GHS) for Classification and Labelling of Chemicals developed through the United Nations.

## **9.10 Pre-existing Conditions and Defects**

9.10.1 The Parties acknowledge and agree that the Services, as they relate to the construction and design efforts of contractors, vendors, architects, engineers, consultants, design professionals and other construction personnel engaged by County to perform work on the Project (“Construction Professionals”), will be limited to overseeing and managing the work of the Construction Professionals. Contractor will review Project documents and require such changes as are necessary so that such documents are in the name of County, and all warranties run in favor of County. County acknowledges that the work product provided by Construction Professionals will be the responsibility of such persons and that Contractor does not warrant or guaranty, and will not be liable with respect to, their performance or work product. Contractor will not be liable for design techniques or procedures employed by any third-party including Construction Professionals providing design or other services in connection with the Project, or construction means, methods, techniques, sequences or procedures. All agreements with Construction Professionals shall be entered into either by County directly or by Contractor as County’s agent (for this limited purpose, only), for the account and in the name of County, and the funds necessary to pay for such services shall be paid by County. In contracts with the Construction Professionals, Contractor shall be named as an additional indemnified party and an additional insured under the Construction Professional’s liability insurance.

9.10.2 Further, Contractor shall not be responsible for detecting, dealing with or remediating any pre-existing conditions of any Facility that may adversely affect the operations, maintenance or use of such Facility or the health or safety of persons or property. In addition, Contractor shall not be responsible for detecting or remediating structural or latent defects or other defects in the design or construction of a Facility or manufacturing defects in or improper installation by others of equipment within a Facility, whether pre-existing or arising during the Term. This Article shall survive the expiration or termination of this Agreement. All references to Contractor in this Article shall be deemed to include any contractor or subcontractor of Contractor that provides Services.

## **9.11 Exclusions**

9.11.1 The parties understand and agree that Contractor's duties specially exclude any medical or hospital services, medical practices or patient care functions. In addition, County acknowledges and agrees that Contractor and any of its vendors, subcontractors, agents and/or any other related parties are not qualified to provide and will not provide any healthcare or medical assessments or services. Notwithstanding any provision hereof to the contrary, Contractor shall not bear any responsibility or liability for any matter relating to the quality or adequacy of medical care or assessments provided at the Facility. In the event Contractor has actual knowledge of, or in the ordinary course of business develops reasonable suspicions that there is a material safety risk to County staff, any occupants and/or visitors to the facility, Contractor will notify County consistent with protocols established between the Parties, and will assist in relevant response actions consistent with this Agreement.

9.11.2 In the event Contractor has actual knowledge of or in the ordinary course of business develops reasonable suspicions of, any materials, equipment, processes, areas, tools, equipment area, or any vector of airborne pathogens (including but not limited to the coronavirus), other viruses, bacteria or any other communicable diseases, any such conditions, Contractor will notify County consistent with protocols established between the Parties, and will assist in relevant response actions consistent with this Agreement.

9.11.3 Contractor shall not be responsible or liable for any claims, liability and/or damages relating to the provision of medical services, practices or patient care.

9.11.4 Contractor shall be liable under the terms of the Agreement but only to the extent of any negligence and/or wrongdoing and/or violation and/or breach of any conditions, duties or provisions by Contractor.

## **9.12 Indirect and Consequential Damages**

**10 Neither party will be liable for any indirect or consequential damages incurred by the other party during or after the term of this Agreement,**

**or under any duty to indemnify. It is expressly acknowledged and understood that lost earnings or profits are indirect or consequential damages for the purposes of this Agreement. Contractor will be responsible for all direct costs incurred by the County for any action or inaction on the part of the Contractor that requires County to change its operations any time during this Agreement. Survival**

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

Paragraph 1 (Applicable Documents)

Paragraph 2 (Definitions)

Paragraph 3 (Work)

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

Paragraph 7.6 (Confidentiality)

Paragraph 8.1 (Amendments)

Paragraph 8.2 (Assignment and Delegation/Mergers or Acquisitions)

Paragraph 8.6.2

Paragraph 8.19 (Fair Labor Standards)

Paragraph 8.20 (Force Majeure)

Paragraph 8.21 (Governing Law, Jurisdiction, and Venue)

Paragraph 8.23 (Indemnification)

Paragraph 8.24 (General Provisions for all Insurance Coverage)

Paragraph 8.25 (Insurance Coverage)

Paragraph 8.26 (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 (Wavier)

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

Paragraph 9.2 (Ownership of Materials, Software and Copyright)

Paragraph 9.3 (Patent, Copyright and Trade Secret Indemnification)

Paragraph 10 (Survival)

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

COUNTY OF LOS ANGELES

By \_\_\_\_\_

Lisa H. Wong, Psy.D.

Director of Mental Health

\_\_\_\_\_  
CBRE Managed Services, Inc.

CONTRACTOR

By \_\_\_\_\_

Name Gavin Jones

Title Division President

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

**EXHIBIT A**

**STATEMENT OF WORK**

**FOR**

**FACILITIES MANAGEMENT SERVICES**

**FOR THE**

**JACQUELINE AVANT**

**CHILDREN AND FAMILY CENTER**

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# STATEMENT OF WORK (SOW)

## BACKGROUND

The Jacqueline Avant Children and Family Center, formerly known as the Martin Luther King, Jr. Child and Family Wellbeing Center, is located at 1741 E. 120th Street, Los Angeles, California 90059. This project replaces the existing MLK Medical Hub (the Hub) with a three-story, 55,000 square foot modular building and will help enhance access to needed services in the Willowbrook and surrounding community.

The Hub will occupy the first floor of the Jacqueline Avant Children and Family Center. The Hub will expand for additional staff to provide physical and mental health screening and assessments to the Los Angeles County (County or LAC) Department of Children and Family Services (DCFS) involved children and youth to meet the 30-day requirement as specified by Office of Child Protection (OCP). The LAC Department of Mental Health (DMH), Department of Health Services (DHS), Department of Public Health (DPH), and DCFS will provide services at the Hub.

The second floor will be occupied by the Special Needs Network (SNN), in partnership with St. John's Well Child Center (St. John's), two non-County entities. They will offer programs and services for children diagnosed with autism and their families. St. John's will provide primary and behavioral health care to the SNN clients, as well as vision and dental care to the community. The LAC Chief Executive Office (CEO) has negotiated leases with St. John's and SNN for the space on the second floor.

The third floor will house the Children's Clinic and provide needed support for those who are survivors of trauma and domestic violence. DPH is still working with the CEO, various County partners, and various community-based organizations to secure commitments to fund and operate programs in the space. In the event these commitments are not reached, the CEO will backfill the third floor with other County departments as well contracted agencies.

## 1.0 SCOPE OF WORK

The Contractor shall provide and coordinate the integrated facility management services for the Jacqueline Avant Children and Family Center located at 1741 E. 120th Street, Los Angeles, California 90059. Contractor shall provide full-service facility management services necessary to maintain the building and grounds, excluding linen services, security, and food services. Contractor shall run the day-to-day facility, operations, and property to reduce operating costs, improve compliance with all building codes, standards, and regulations, mitigate risk of damage to building, risk of accidents, and maintain overall building safety, maintain the facility in like-new condition, and create a positive experience for staff and all who utilize the facility.

**COVID-19 precautions and protocols to deal with COVID positive facilities staff, visitors and residents of the multiple programs will be provided 30 days prior to starting work by County DMH staff.**

## **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

2.1 All changes must be made in accordance with sub-paragraph 8.1 Amendments of the Contract.

## **3.0 QUALITY CONTROL**

The Contractor shall 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 shall be submitted to the County's Monitoring Manager, upon request. The Plan shall include, but may not be limited to the following:

3.1 Method of monitoring to ensure that Contract requirements are being met

3.2 A record of all compliance inspections, audits, and program reviews conducted by the Contractor

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

## **4.0 QUALITY ASSURANCE PLAN**

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

### **4.1 Meetings**

Contractor shall attend any meetings that may be called by the County.

### **4.2 Contract Discrepancy Report (Attachment 1 of Exhibit A- SOW and Attachments)**

Verbal notification of a Contract discrepancy will be made to the Facilities Manager or alternate, as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Monitoring Manager will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Monitoring Manager within 10 workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Monitoring Manager within 10 workdays.

### 4.3 County Observations

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

## 5.0 DEFINITIONS

**5.1 Department of Health Services (DHS)** - Second largest municipal health system in the nation. DHS operates as an integrated health system, operating 26 health centers and four acute care hospitals, in addition to providing health care to youth in the juvenile justice system and inmates in the LA County jails.

**5.2 Department of Mental Health (DMH)** - The largest county mental health department in the United States that provides mental health services for LAC residents. DMH directly operates 75 program sites in the County and serves over 250,000 clients annually.

**5.3 Department of Public Health (DPH)** - County Department that works to protect and improve health and well-being in the largest county in the United States. With 14 Public Health Centers located throughout LAC, DPH provides free and/or low-cost services to those with no insurance or regular health care provider, including immunizations and communicable disease testing and treatment.

**5.4 Department of Children and Family Services (DCFS)**- County Department that promotes child safety and well-being by partnering with communities to strengthen families, keeping children at home whenever possible, and connecting them with stable, loving homes in times of need.

## 6.0 RESPONSIBILITIES

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

### COUNTY

#### 6.1 Personnel

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

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

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

6.1.3 Preparing Amendments in accordance with the Contract, Sub-paragraph 8.1 - Amendments.

## 6.2 Intentionally Omitted

### CONTRACTOR

#### 6.3 Facilities Manager

- 6.3.1 Contractor shall provide a full-time, on-site Facilities Manager and designated alternate(s). Contractor shall provide a telephone number where the Facilities Manager and his/her designee may be reached 24/7/365.
- 6.3.2 Facilities Manager shall act as a central point of contact with the County.
- 6.3.3 Facilities Manager shall have, at least, five years of experience managing a facility of similar scope and size.
- 6.3.4 Facilities Manager and alternate(s) shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Facilities Manager and alternate(s) shall be able to effectively communicate in English, both orally and in writing.
- 6.3.5 Facilities Manager's key functions shall include but are not limited to the following:
1. Facility Needs: Facilities Manager shall understand the building's design as well as the equipment, both medical and not, that is used within and identify the appropriate resources needed. This includes the maintenance and repair of equipment such as elevators. In addition, the Facilities Manager must also oversee policies regarding the removal of hazardous waste and general maintenance programs.
  2. Code Compliance: Facilities Manager must know and understand all applicable federal, State, Local Municipal law and ordinances as well as all applicable industry codes and standards from healthcare organizations, such as but not limited to the Americans with Disabilities Act (ADA), requirements from the Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA) and Centers for Disease Control and Prevention (CDC) policies.
  3. Day to Day Operations: Facilities Manager shall manage the day to day activities of all Contractor personnel assigned to work at the facility. Facilities Manager shall coordinate with healthcare professionals and various departmental managers to determine what the facility needs, and shall develop and lead emergency training and drills for all building staff.
  4. Finances: Facilities Manager shall track and report to County, upon request, on any and all expenditures including routine preventive and corrective maintenance, repairs, planned replacement, major maintenance, and deferred deficiencies (i.e. backlog reduction). Facilities Manager shall meet budget and schedule commitments;

develop and adhere to an operating budget for the facility and shall understand the facility's overall finances in order to create the budget and shall make the decision on new investments, spending priorities, and negotiate service agreements.

6.3.6 Contractor shall provide a support team that includes a Building Management Systems (BMS) manager who will provide software and support to the program. The Contractor shall schedule preventive maintenance tasks by BMS to assure a uniform and detailed process that includes but is not limited to the following: all required building inspections, equipment and elevator lubrications, any required equipment and elevator tests, and adjustments.

## **6.4 Personnel**

6.4.1 Contractor shall assign a sufficient number of employees/personnel and subcontracted staff to perform the required work in Paragraph 10.0, SPECIFIC WORK REQUIREMENTS. Personnel and subcontractors shall be skilled in various types of facility maintenance to include the service listed in Section 10.0.

6.4.2 Contractor shall conduct background checks on its employees as set forth in sub-paragraph 7.5 of the Contract – Background and Security Investigations. This requirement shall also apply to any subcontracted staff performing work at the facility.

6.4.3 Contractor's staff shall maintain necessary qualifications in order to accomplish required work, including, but not limited to: access clearances, professional registrations, required licenses, etc.

6.4.4 Contractor shall hire, contract, or subcontract qualified and licensed service technicians to perform repairs and maintenance services stipulated in this SOW. Service Technicians used by the Contractor must be fully qualified in all aspects of maintenance to be performed, including repairs that may become necessary during the term(s) of this Contract.

6.4.5 The Contractor shall have and retain sufficient backup technicians who are qualified in all aspects of equipment repair and services requirements to assume the responsibilities for the maintenance of all building systems and equipment in case of emergency or other unforeseen conditions.

## **6.5 Identification Badges**

6.5.1 Contractor shall ensure its employees are appropriately identified as set forth in sub-paragraph 7.4 of the Contract – Contractor's Staff Identification.

## **6.6 Materials and Equipment**

Contractor shall provide all personnel, equipment, tools, materials, supervision, and other items such as necessary PPE (i.e. safety glasses, masks, work boots, ear plugs, reflective vests, gloves, etc.) as necessary to perform all services, tasks, and functions

defined in this Statement of Work (SOW). The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that are safe for the environment and safe for use by employee(s).

## **6.7 Training**

6.7.1 Contractor shall provide training programs for all new employees and continuing in-service training for all employees and personnel.

6.7.2 All employees shall be trained in their assigned tasks and in the safe handling of equipment. All equipment shall be checked daily for safety. All employees and subcontractors must wear safety and protective gear according to Occupational Safety and Health Administration (OSHA), State of California (State), and LAC standards.

6.7.3 Contractor and County shall coordinate mandatory trainings for all staff that work in County facilities. These may be offered by County and shall include mandatory trainings per federal, State and/or County mandates.

## **6.8 Contractor's Office**

### **6.8.1 Contractor's Corporate/Administrative Headquarters**

Contractor shall identify its corporate/administrative headquarters office with a telephone in the company's name where Contractor conducts business. The office shall be staffed during the hours of 8 a.m. to 5 p.m., Monday through Friday, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract.

### **6.8.2 Contractor's On-Site Office**

Contractor's Facilities Manager and alternate shall be housed at the facility where he/she shall receive work order and maintenance requests. An answering service shall be provided to receive calls when staff are out of the office. **The Facilities Manager or alternate shall answer calls received by the answering service within 24 hours of receipt of the call for routine requests. Emergent calls shall be answered as soon as reasonably possible.**

## **7.0 HOURS/DAY OF WORK**

7.1 Contractor shall provide comprehensive on-site operations and maintenance services during regular business hours and will have as-needed/emergency coverage 24 hours per day, seven days per week, and 365 days per year (24/7/365).

## **8.0 WORK SCHEDULES**

8.1 Contractor shall submit a work schedule for Facilities Manager, alternate, and any other lead staff assigned to the facility to the County within 30 days prior to starting work. Said

work schedules shall be set on an annual calendar. Upon County's request, Contractor shall also identify all the required on-going maintenance tasks and task frequencies.

## **9.0 UNSCHEDULED WORK**

- 9.1 The County may authorize the Contractor to perform unscheduled work, including, but not limited to, repairs and replacements when the need for such work arises out of extraordinary incidents such as accidental or unanticipated damage, vandalism, acts of God, and third party negligence, or to add to, modify or refurbish existing facilities.
- 9.2 Prior to performing any unscheduled work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. If the unscheduled work exceeds the Contractor's estimate, the County must approve the excess cost. In any case, no unscheduled work shall commence without written authorization from the County.
- 9.3 When a condition exists wherein there is imminent danger of injury to the public or damage to property, Contractor shall immediately perform unscheduled work. Contractor shall contact County for approval when reasonably possible, and provide a written estimate within 24 hours for approval. Contractor shall submit an invoice to County within five working days after completion of the work.
- 9.4 All unscheduled work shall commence on the established specified date. Contractor shall proceed diligently to complete said work within the time allotted.
- 9.5 The County reserves the right to perform unscheduled work itself or assign the work to another contractor.

## **10.0 SPECIFIC WORK REQUIREMENTS**

- 10.1 Contractor shall collaborate with County and County-contracted agencies that provide services at the facility, to provide full-service facility management services necessary to maintain the building and grounds at the facility. Within the first 120 days of the term of this Contract, County and Contractor shall review and amend the list of Services below to: (i) reflect the Services required by County and provided by Contractor, (ii) identify assets to be maintained by Contractor, and (iii) further define the scope and associated service levels.

Services shall include but are not limited to the following:

- 10.1.1 Develop Standard Operating Procedures (SOPs) for building systems;
- 10.1.2 Develop Operations and Maintenance (O&M) protocols from O&M manuals gathered from General Contractor;
- 10.1.3 Develop and maintain an archive system that includes "as-built" documentation;
- 10.1.4 Grounds keeping/Landscape Services; Full Scope to be defined post go-live date.
- 10.1.5 Pest Management and Control Services;

- 10.1.6 Building and Carpeting Maintenance and Repair;
- 10.1.7 Plumbing Maintenance and Repair;
- 10.1.8 HVAC Maintenance and Repair; Full scope to be defined post go-live date.
- 10.1.9 Electronic Systems Maintenance and Repair; Full scope to be defined post go-live date.
- 10.1.10 Electrical Maintenance and Repair; Full scope to be defined post go-live date.
- 10.1.11 Paint Maintenance and Repair;
- 10.1.12 Fire Alarm Systems; Full scope to be defined post go-live date.
- 10.1.13 Utility Management: Electrical, Gas & Oil Utilities;
- 10.1.14 Thermal Utilities (Steam, Hot Water, Chilled Water);
- 10.1.15 Bulk Waste Removal; Full scope to be defined post go-live date.
- 10.1.16 Elevator Maintenance and Repair; Full scope to be defined post go-live date.
- 10.1.17 Asset Resource Management;
- 10.1.18 Cafeteria and food service equipment repair and/or maintenance tasks; Full scope to be defined post go-live date.
- 10.1.19 Move Management;
- 10.1.20 Maintenance Planning and Scheduling;
- 10.1.21 Service Requests and Work Order Dispatch;
- 10.1.22 Quality Health Safety & Environmental (QHSE) Operations;
- 10.1.23 Materials/Inventory Management;
- 10.1.24 Hazardous Materials Management and Disposal;
- 10.1.25 Budget Management that includes the submission of an annual operating budget; submission of financial reports, upon request; and annual Common Area Maintenance (CAM) reconciliations;
- 10.1.26 Building Inspections: Identifying and coordinating capital repairs and improvement plans for office buildings and building operating systems;
- 10.1.27 Tenant Relations: Maintaining regular liaison with building tenants/occupants and resolving building oriented complaints;
- 10.1.28 Implementing cost control and savings measures to ensure the buildings are operated effectively, efficiently and within budget;
- 10.1.29 Subcontract Management;
- 10.1.30 Modification or moving modular office furniture;
- 10.1.31 Technical Maintenance HVAC, high and low voltage, management of fluid networks, managing security equipment for goods and people;

- 10.1.32 Facility engineering: managing technical installations to ensure maintainability and reliability;
  - 10.1.33 Monitoring and prevention, 24 hours on call;
  - 10.1.34 Computerized Maintenance Management System (CMMS);
  - 10.1.35 Emergency Response Planning that includes leading emergency drills and development of evacuation plans;
  - 10.1.36 Code Compliance;
  - 10.1.37 Preventive Maintenance and Planning: Any planned maintenance activity that is designed to improve equipment life and avoid any unplanned maintenance activity;
  - 10.1.38 Custodial/Janitorial Services;
  - 10.1.39 Other Miscellaneous Services (Elevators, Exterior Window Cleaning, Maintain Key Control Systems, Moving Services, Signage, etc.); and
- 10.2** Service Requests: Contractor shall establish a formal electronic tracking process to receive and respond to both routine and emergency service requests from County and County-contracted service providers located at the facility. The formal process shall contemplate service requests that may be submitted 24/7/365. Said process should also provide updates to the requestor on the status of the request.
- 10.2.1 Contractor shall respond to service requests within a reasonable amount of time to prevent any type of service interruption. This includes the use of qualified technicians to complete all work within the response time frames specified, after notice is given to Contractor.
- 10.3** Disruption of Services: Contractor shall provide reasonable, prior notification to County administration and all service providers on the facility premises of any disruption of facility building services. Contractor shall coordinate scheduled outages with County administration and provide an anticipated schedule. Outages may include utility outages, road or facility closures, etc. or disruptions caused by any maintenance or construction work (such as blocked access, pest, or herbicide spraying, HVAC down for service, etc.). Contractor shall notify County of affected downtime due to emergency outages or interruptions.
- 10.4** Contractor shall report any service requests and/or outages (scheduled or emergency) that involve the physical harm of any person(s) at the facility. These events shall be reported as soon as possible to County administration and to the affected service provider(s) on the premises. Report shall indicate steps taken to remedy the situation.

## **11.0 GREEN INITIATIVES**

- 11.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 11.2 Contractor shall notify County’s Monitoring Manager of Contractor’s new green initiatives prior to the contract commencement.

## **12.0 PERFORMANCE REQUIREMENTS SUMMARY**

All listings of services used in the Performance Requirements Summary (PRS), Attachment 2 of Exhibit A (SOW and Attachments), are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and the PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor unless and until incorporated into the Contract.

**CONTRACT DISCREPANCY REPORT**

**TO:** \_\_\_\_\_

**FROM:** \_\_\_\_\_

**DATES:** \_\_\_\_\_

**Prepared:** \_\_\_\_\_

**Returned by Contractor:** \_\_\_\_\_

**Action Completed:** \_\_\_\_\_

**DISCREPANCY PROBLEMS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

**CONTRACTOR RESPONSE (Cause and Corrective Action):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY EVALUATION OF CONTRACTOR RESPONSE:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contractor Representative

\_\_\_\_\_  
Date

**COUNTY ACTIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**CONTRACTOR NOTIFIED OF ACTION:**

County Representative's Signature and Date \_\_\_\_\_

Contractor Representative's Signature and Date \_\_\_\_\_

## PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>
Contract: Paragraph 7 - Administration of Contract-Contractor	Contractor shall notify the County in writing of any change in name or address of the Project Manager	Inspection and Observation
Contract: Sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement	Contractor to maintain all required documents as specified in Sub-paragraph 8.38	Inspection of files
Contract: Sub-paragraph 8.40 - Subcontracting	Contractor shall obtain County's written approval prior to subcontracting any work.	Inspection and Observation
SOW: Sub-paragraph 4.1 - Monthly Meetings	Contractor's representative to attend monthly meeting.	Attendance
SOW: Section 10.1 (Specific Work Requirements)	Contractor shall collaborate with County and County-contracted agencies that provide services at the facility, to provide full-service facilities management services necessary to maintain the building and grounds at facility.	Contract Compliance Review
SOW: Section 10.2 (Specific Work Requirements)	Service Requests: Contractor shall establish a formal electronic tracking process to receive and respond to both routine and emergency service requests from County and County-contracted service providers located at the facility. The formal process shall contemplate service requests that may be submitted 24/7/365. Said process should also provide updates to the requestor on the status of the request.	Contract Compliance Review

<b>SPECIFIC PERFORMANCE REFERENCE</b>	<b>SERVICE</b>	<b>MONITORING METHOD</b>
Exhibit B- Pricing Schedule: Paragraph 2	Contractor shall submit a complete and accurate monthly invoice to County's Monitoring Manager. The invoice shall include supplemental documentation for services which Contractor will charge DMH for their services.	Review of monthly invoices
Exhibit B- Pricing Schedule: Paragraph 3	Contractor shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices submitted to DMH shall detail all monthly charges billed to DMH.	Contract Compliance Review

# FACILITIES MANAGEMENT SERVICES PRICING SCHEDULE

**1. TOTAL CONTRACT AMOUNT**

The Department of Mental Health (DMH) shall pay **CBRE Managed Services, Inc.** for facilities management services (per Exhibit A-Statement of Work) rendered at the **Jacqueline Avant Children and Family Center located at 1741 E. 120th Street, Los Angeles, California 90059.** The Total compensation for all services rendered shall not exceed the total contract award amounts noted below:

YEAR	MAXIMUM AMOUNT
Year One: Contract execution through June 30, 2024	\$564,857
Year Two: July 1, 2024 – June 30, 2025	\$753,000
Year Three: July 1, 2025 – June 30, 2026	\$753,000

**2. INVOICE SCHEDULE**

Contractor shall submit complete and accurate monthly invoices to the County’s Monitoring Manager. The invoice shall include supplemental documentation. Each invoice submitted for payment shall include the following information in the header of the invoice: agency name, address, phone number, vendor number, contract number, date along with the name, number, and email address of person to contact for questions. DMH designated staff will review the invoices and supplemental documentation to ensure all the necessary elements for tracking purposes have been included.

**3. PAYMENT PROCEDURES**

Payment to **CBRE Managed Services, Inc.** for facilities management services rendered shall be based on monthly invoices from **CBRE Managed Services, Inc.** to DMH. No payment shall be made without prior approval of the designated County’s Monitoring Manager. The County’s Monitoring Manager shall review the invoice and supplemental documents to determine whether **CBRE Managed Services, Inc.** is in substantial compliance with the terms and conditions of this contract. Contractor shall be paid for facilities management services based on complete and accurate monthly invoices. Payment will be based only on the Exhibit A–Statement of Work.

Contractor shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices submitted to DMH shall detail all monthly charges billed to DMH. Upon receipt of invoices from Contractor, DMH shall make payment to Contractor within 30 days of the date the invoice was received. If any portion of the invoice is disputed by DMH, DMH shall reimburse

Contractor for the undisputed services contained in the invoice and work diligently with the Contractor to resolve the disputed portion of the claim in a timely manner. DMH shall make reimbursements payable to Contractor via electronic payment as identified in Section 5.7–Default Method of Payment: Direct Deposit or Electronic Funds Transfer of the contract.

#### **4. DESIGNATED LAC-DMH CONTACT PERSON**

All questions and correspondence should be directed to the County Monitoring Manager indicated in Exhibit D–County’s Administration via electronic mail.

***Intentionally Omitted***

**COUNTY'S ADMINISTRATION****CONTRACT NO. MH540002****DIRECTOR OF MENTAL HEALTH:**Name: Lisa H. Wong, Psy.D.Title: DirectorAddress: 510 South Vermont Avenue, Floor # 22  
Los Angeles, CA 90020Telephone: 213-947-6670E-Mail Address: [LVong@dmh.lacounty.gov](mailto:LVong@dmh.lacounty.gov)**COUNTY MONITORING MANAGER:**Name: Salya MohamedyTitle: Project Manager for Capital Programs and Strategic InitiativesAddress: 12021 South Wilmington Ave. Building #18  
Los Angeles, CA 90059Telephone: 213-947-6635E-Mail Address: [SMohamedy@dmh.lacounty.gov](mailto:SMohamedy@dmh.lacounty.gov)**COUNTY CONTRACT LEAD:**Name: Aldric LoganTitle: Departmental Facilities Planner IIAddress: 510 South Vermont Avenue  
Los Angeles, CA 90020Telephone: 213-943-8566E-Mail Address: [ALogan@dmh.lacounty.gov](mailto:ALogan@dmh.lacounty.gov)

**CONTRACTOR'S ADMINISTRATION****CONTRACTOR'S NAME:** CBRE Managed Services, Inc.**CONTRACT NO:** MH540002**CONTRACTOR'S PROJECT MANAGER:**

Name: Greg Baker  
Title: Area General Manager  
Address: 12021 Wilmington Avenue  
Los Angeles, CA 90059  
Telephone: 818-309-9349  
Facsimile: N/A  
E-Mail Address: [Gregory.baker2@cbre.com](mailto:Gregory.baker2@cbre.com)

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

Name: Kevin Grierson  
Title: Business Unit Director  
Address: 400 S. Hope Street  
Los Angeles, CA 90071  
Telephone: 310-465-5528  
Facsimile: N/A  
E-Mail Address: [kevin.grierson@cbre.com](mailto:kevin.grierson@cbre.com)

Name: Greg Baker  
Title: Area General Manager  
Address: 12021 Wilmington Avenue  
Los Angeles, CA 90059  
Telephone: 818-309-9349  
Facsimile: N/A  
E-Mail Address: [Gregory.baker2@cbre.com](mailto:Gregory.baker2@cbre.com)

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

Name: CBRE Managed Services, Inc.  
Title: Attn: General Counsel – Global Workplace Solutions  
Address: 2100 McKinney Avenue, Suite 900  
Dallas, TX 75201  
Telephone: N/A  
Facsimile: N/A  
E-Mail Address: N/A

## FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

### **COVID-19 COMPLIANCE**

*COVID-19 Vaccination Certification of Compliance is applicable to Contracts where Contractor's employees 1) Interact in-person with County workforce, 2) Work onsite at County-owned, or controlled facilities/property while performing services under a Contract with the County; or 3) Come into contact with the public while performing in-person services under a Contract with the County.*

F COVID-19 VACCINATION CERTIFICATION OF COMPLIANCE

F1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

## COVID-19 Vaccination Certification of Compliance

I, \_\_\_\_\_, on behalf of CBRE Managed Services Inc., (the "Contractor"), certify that on County Contract MH540002- Facilities Management Services at the Jacqueline Avant Children and Family Center:

All Contractor Personnel\* on this Contract are fully vaccinated as required by all applicable local, state, and federal laws, regulations, orders, policies and requirements that require its staff to be vaccinated against the novel coronavirus 2019 ("COVID-19")

Most Contractor Personnel\* on this Contract are fully vaccinated as required by all applicable local, state, and federal laws, regulations, orders, policies and requirements that require its staff to be vaccinated against COVID-19. The Contractor or its employer of record, has granted a valid medical or religious exemption to the below identified Contractor Personnel. [LIST ALL CONTRACTOR PERSONNEL]:

\*Contractor Personnel includes subcontractors.

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

Signature

Date

Title

Company/Contractor Name

**CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR NAME CBRE Managed Services Inc. Contract No. MH540002

**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: \_\_\_\_\_

# 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](http://BabySafeLA.org) to learn more.

No shame | No blame | No names

ANY FIRE STATION.  
ANY HOSPITAL.  
ANY TIME.

1.877.222.9723  
[BabySafeLA.org](http://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.

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## 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.

**INTENTIONALLY OMITTED**

**HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)****INADVERTENT ACCESS**

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

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its officers, employees, or agents may have inadvertent access to patient medical records or personal information. Contractor understands and agrees that neither it nor its officers, employees, and agents are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify the applicable LAC DMH staff that such access has been gained immediately upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnify, defend, and hold harmless County, its officers, employees, or agents from and against any and all liability, including but not limited to actions, claims, costs, demands, expenses, and fees (including attorney and expert witness fees) arising from or connected with Contractor's or its officers', employees', or agents' access to patient medical records or personal information. Contractor agrees to provide appropriate training to its employees regarding their obligation as described hereunder.

## CHARITABLE CONTRIBUTIONS CERTIFICATION

CBRE Managed Services, Inc.

Company Name

2100 McKinney Avenue, Suite 1250, Dallas, TX 75201

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.**

- Bidder 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 Bidder 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**

- Bidder 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

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Name and Title of Signer (please print)