



DEPARTMENT OF MENTAL HEALTH

hope. recovery. wellbeing.

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Chief Medical Officer

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Chief Deputy Director

December 09, 2025

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

30 December 9, 2025

EDWARD YEN
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO NEGOTIATE COUNTY STANDARD TERMS AND CONDITIONS WITH THE
REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES, FOR THE INTERIM
HOUSING OUTREACH PROGRAM EVALUATION SERVICES SOLE SOURCE CONTRACT
APPROVED UNDER THE HOMELESS INITIATIVE
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to negotiate County standard terms and conditions and execute a new contract with The Regents of the University of California, Los Angeles, previously approved as a sole source contract under the February 7, 2023, Board Motion (Declaration of Local Emergency for Homelessness).

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or designee, to prepare, sign, and execute the new contract with negotiated County standard terms and conditions (T&Cs) substantially similar to Attachment I with The Regents of the University of California, Los Angeles (Regents) for the Interim Housing Outreach Program (IHOP) Evaluation Services. The contract will be effective upon Board approval through June 30, 2027. The Total Contract Sum (TCS) is \$2,167,268: \$1,131,063 for Fiscal Year (FY) 2025-26 and \$1,036,205 for FY 2026-27, fully funded by Mental Health Services Act (MHSA) Innovation (INN) funds.

2. Delegate authority to the Director, or designee, to prepare, sign, and execute future amendments, including amendments to allow for additional optional extension periods through June 30, 2030, to the contract in Recommendation 1, to revise the TCS; revise the language; add, delete, modify,

replace the Statement of Work; and/or reflect federal, State, and County regulatory and/or policy changes provided that: 1) any increase will not exceed 10 percent of the Board-approved TCS indicated in Recommendation 1; and 2) sufficient funds are available. These amendments will be subject to prior review and approval as to form by County Counsel, with written notice to the Board and the Chief Executive Office (CEO).

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

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

IHOP is an indirect service for people experiencing homelessness (PEH) and the evaluation is a requirement of MHSA Innovations project which funds IHOP development and implementation for a five-year period.

Board approval of Recommendation 1 will allow DMH to execute a new contract with negotiated county standard T&Cs with the Regents to evaluate the impact of IHOP and provide recommendations on improvements and sustainability of the program.

Board approval of Recommendation 2 will allow DMH to amend the contract in Recommendation 1, including additional optional extensions through June 30, 2030, to reflect other necessary changes in a timely manner for the continued provision of evaluation services without interruption.

Board approval of Recommendation 3 will allow DMH to terminate the contract in Recommendation 1 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 the County's Strategic Plan North Star 1, Make Investments that Transform Lives, specifically Focus Area Goal C. – Housing and Homelessness, and Focus Area Goal D. – Support Vulnerable Populations.

FISCAL IMPACT/FINANCING

The TCS for the IHOP contract is \$2,167,268: \$1,131,063 for FY 2025-26 and \$1,036,205 for FY 2026-27, fully funded by Mental Health Services Act (MHSA) Innovation (INN) funds.

Sufficient appropriation is included in DMH's FY 2025-26 annual Budget. Funding for future fiscal years will be requested through DMH's annual budget request process.

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

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On February 7, 2023, via a Board motion, the Board of Supervisors authorized the CEO and impacted County departments to enter into and/or amend agreements, for professional and other services, approved as to form by County Counsel, that support the Homeless Emergency and PEH missions within the County, without adhering to the requirements of the County's Sole Source Policy or any other competitive procurement requirements. Under said motion and upon CEO approval, DMH developed and negotiated the contract referenced in this Board letter with the Regents. As a result of these negotiations, the Regents requested changes to County policy standard T&Cs. It was determined by Counsel that the authority delegated to the CEO under the Board motion did not allow changes to Board policy T&Cs. Thus, DMH is returning to your Board for approval to accept changes requested by the Regents for the following T&Cs: Background and Security Investigations is revised so it is only applicable to sensitive positions as defined within the same provision; Confidentiality is revised to include proportionality language for claims against the Regents; Employment Eligibility Verification is revised to include proportionality language; Fair Labor Standards removed indemnification language and if the Regents doesn't comply with Federal and State laws then UCLA will be in breach of Contract and DMH has all remedies under the law available; Prohibition from Participation in Future Solicitation(s) revised to emphasize that the Regents' shall not knowingly violate the provision; Ownership of Materials, Software and Copyright is revised as DMH agrees to co-own and share the right for material produced under this contract, including publication, with the condition that the Regents agrees to submit a copy of proposed publications to DMH 30 days prior to publication for review. Patent, Copyright and Trade Secret Indemnification is revised to remove indemnification because the Regents' does not provide indemnification for infringement of copyrights, patents, etc., but agrees to not knowingly infringe any propriety right of any third party and upon discovery of one to notify DMH within three days. The requested changes include mutual indemnification, which will apply to all indemnity provisions referenced in the Contract. The revised indemnification provision includes language for subcontractors of the Regents.

Additionally, the following County provisions: Compliance with the County's Jury Service Program (Chapter 2.203 Code of Ordinance, 2.203.070 Exceptions) and Consideration of Hiring GAIN/START Participants (Policy 5.050) were intentionally omitted because of the Regents' collective bargaining agreements and employment policies. Since the Regents is a constitutionally created State institution, its proposed revisions and omissions are within reason and do not significantly impact the County.

The new contract (Attachment I) has been approved as to form by County Counsel.

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

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will allow DMH to contract with the Regents and receive evaluation services for IHOP for program improvement and sustainability and comply with MHSA Innovations project requirements.

The Honorable Board of Supervisors

12/9/2025

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Respectfully submitted,

A handwritten signature in dark ink, appearing to read "Amy, Psy.D.", written in a cursive, flowing style.

LISA H. WONG, Psy.D.

Director

LHW:RH:KN:SK:CM:atm

Enclosures

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



CONTRACT BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE REGENTS OF UNIVERSITY OF THE CALIFORNIA

FOR

INTERIM HOUSING OUTREACH PROGRAM (IHOP) EVALUATION SERVICES

MH010146

Contract Number

N/A

Legal Entity Number

061256

Vendor Number

10889 Wilshire Blvd., Suite 700

Los Angeles, CA 90095

Contractor Headquarters Address

Contractor Headquarters' Supervisorial District 3

Contractor Headquarters' Service Area 5

Mental Health Supervisorial District(s) All

Mental Health Service Area(s) All

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EXHIBITS

- A** Statement of Work and Attachments
- B** Fee Schedule
- C** Intentionally Omitted
- D** County's Administration
- E** Contractor's Administration
- F** Form(s) Required at the Time of Contract Execution
 - F1** Contractor Acknowledgement and Confidentiality Agreement
 - F3** Contractor Non-Employee Acknowledgement and Confidentiality Agreement
- G** Safely Surrendered Baby Law

UNIQUE EXHIBITS

- H** Intentionally Omitted
- I** Intentionally Omitted
- J** Intentionally Omitted
- K** Intentionally Omitted
- L** Mental Health Services Act Issue Resolution Process Guidelines
- M** Intentionally Omitted
- N** Intentionally Omitted
- O** Intentionally Omitted
- P** Intentionally Omitted
- Q** DMH Information Security Privacy Requirements for Contracts
- R** DMH Contractor Compliance with Information Security Requirements

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
THE REGENTS OF THE UNIVERSITY CALIFORNIA
FOR
INTERIM HOUSING OUTREACH PROGRAM (IHOP) EVALUATION SERVICES

This Contract ("Contract") made and entered into 9th day of December 2025 by and between the County of Los Angeles, hereinafter referred to as "County" and The Regents of the University of California, hereinafter referred to as "Contractor". Contractor is located at 10889 Wilshire Blvd., Suite 700, Los Angeles, CA 90094.

RECITALS

WHEREAS, the County may contract with private businesses for Interim Housing Outreach Program (IHOP) evaluation Services when certain requirements are met; and

WHEREAS, the Contractor is a public (non-profit) educational institution specializing in providing external evaluations to assess the program design, implementation, and impact of the IHOP evaluation Services; and

WHEREAS, on February 7, 2023 the Board of Supervisors via a board motion authorized the Chief Executive Office (CEO) and impacted County Departments to implement contracting and procurement changes in response to the proclamation of local emergency for homelessness;

WHEREAS, impacted County Departments are authorized to enter into and/or amend agreements for professional and other services, approved as to form by County Counsel, that support the Homelessness Emergency and Mental Health and Substance Use Disorder Services with the County, without adhering to the requirements of the County's Sole Source Policy or any other competitive procurement requirements and terminate said agreements as necessary;

WHEREAS, on Month Day, Year, the Board of Supervisors authorized the Director of Mental Health, or designee to execute the contract.

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

1.0 APPLICABLE DOCUMENTS

Exhibits below 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, 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	Fee Schedule
Exhibit C	Intentionally Omitted
Exhibit D	County's Administration
Exhibit E	Contractor's Administration
Exhibit F	Form(s) Required at the Time of Contract Execution (Confidentiality Forms)
	F1 Contractor Acknowledgement and Confidentiality Agreement
	F3 Contractor Non-Employee Acknowledgement and Confidentiality Agreement
Exhibit G	Safely Surrendered Baby Law

Unique Exhibits:

Exhibit H	Intentionally Omitted
Exhibit I	Intentionally Omitted
Exhibit J	Intentionally Omitted
Exhibit K	Intentionally Omitted
Exhibit L	Mental Health Services Act Issue Resolution Process Guidelines
Exhibit M	Intentionally Omitted
Exhibit N	Intentionally Omitted
Exhibit O	Intentionally Omitted
Exhibit P	Intentionally Omitted
Exhibit Q	DMH Information Security Privacy Requirements for Contracts
Exhibit R	DMH Contractor Compliance with Information Security Requirements

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

2.0 DEFINITIONS

2.1 Standard Definitions

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

- 2.1.1 **Amendment:** Any change which affects the scope of work, contract term, contract sum, payments, or any term or condition included under this Contract.
- 2.1.2 **Board of Supervisors (Board):** The Board of Supervisors of the County acting as governing body.
- 2.1.3 **Contract:** This agreement executed between County and Contractor. Included are all Amendments changing 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.
- 2.1.4 **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. For the purpose of the Contract, the County recognizes that the term "Contractor" referenced in this section and throughout this Contract will only refer to the University of California, Los Angeles.
- 2.1.5 **Contractor's Project Manager:** The person designated by the Contractor to administer the Contract operations under this Contract.
- 2.1.6 **County's Contract Analyst:** The person designated by the County to manage and facilitate the administrative functions of the Contract.
- 2.1.7 **County's Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Program Manager.
- 2.1.8 **County's Program Manager:** Person designated by County's Project Director to manage the operations under this Contract.

- 2.1.9 **County's Program Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, services and other work provided by the Contractor.
- 2.1.10 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-la-county/about/>.
- 2.1.11 **Day(s):** Calendar day(s) unless otherwise specified.
- 2.1.12 **Department:** The County of Los Angeles – Department of Mental Health (DMH), which is entering into this Contract on behalf of the County of Los Angeles.
- 2.1.13 **Director:** Director of Department.
- 2.1.14 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.1.15 **Statement of Work:** A written description of the work to be performed by Contractor to meet the needs of the County, including special provisions pertaining to the method, frequency, manner, and place of performing the contract services.
- 2.1.16 **Subcontract:** An agreement by the Contractor to retain a subcontractor to provide services to fulfill this Contract.
- 2.1.17 **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 written agreement.

3.0 WORK

- 3.1 Pursuant to the provisions of this Contract, the Contractor must fully perform, complete, and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
 - 3.1.1 Contractor is responsible for accessing and adhering to the applicable "Policies, Procedures, and Parameters" on the DMH website at the following link: [LAC Department of Mental Health Public Portal \(compliancebridge.com\)](https://compliancebridge.com).
- 3.2 If the Contractor provides any tasks, deliverables, services, or other work, other than as specified in this Contract, the same will be deemed to be a gratuitous effort

on the part of the Contractor, and the Contractor must have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract will commence on December 2, 2025, and will continue in full force and effect through June 30, 2027, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** The County will have the sole option to extend this Contract term through June 30, 2030, contingent upon the continuing authority of the Declaration of Local Emergency for Homelessness (Homelessness Declaration). Any extension to the term of this Contract will be via an Amendment between the parties. Each such extension option will be exercised at the sole discretion of the Director or their designee as authorized by the Board.

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

- 4.3** The Contractor must notify Department 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 Department at the address herein provided in Exhibit D (County's Administration).

5.0 CONTRACT SUM

5.1 Total Contract Sum

- 5.1.1** The Contract Sum under this contract will be **TWO MILLION, ONE HUNDRED AND SIXTY-SEVEN THOUSAND, TWO HUNDRED SIXTY-EIGHT (\$2,167,268)** payable by County to Contractor for supplying all the tasks, deliverables, services, and other work specified under this Contract. Payment for services will be in accordance with Exhibit B (Fee Schedule).

5.2 Written Approval for Reimbursement

The Contractor will not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, must not occur except with the County's express prior written approval.

5.3 Notification of 75% of Total Contract Sum

The Contractor must maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract sum under this Contract. Upon occurrence of this event, the Contractor must send written notification to Department at the address herein provided in Exhibit D (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 promptly notify County and must promptly repay all such funds to County. Payment by County for services rendered after expiration-termination of this Contract will not constitute a waiver of County's right to recover such payment from the Contractor.

5.5 Invoices and Payments

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

5.5.2 The Contractor's invoices must be issued in accordance with Exhibit B (Fee Schedule). Contractor will be paid only for the tasks, deliverables, 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 as specified under Exhibit A of this contract. For purposes of clarity, approval of work will be limited to whether or not Contractor has addressed all of the tasks agreed to as specified in Exhibits A and B using methodologies and conclusions reached by the Contractor

5.5.3 The Contractor must submit the monthly invoices with backup documents consisting of monthly approved costs as per Exhibit B (Fee Schedule) to the County monthly in arrears by the 15th calendar day of the month following the month of service. If the invoice is not received within this timeline, DMH, at its sole discretion, reserves the right to deny payment with written notification if the Contractor fails to provide adequate supporting documents.

At any time, County may request additional documentation to support the invoice and/or the progress of the work performed. Contractor must

submit the requested documentation within 15 business days or as agreed/approved by the County's Program Manager.

At any time, If the County reasonably determines from a review or an audit of Contractor's service and billing records that the Contractor failed to deliver required services associated with this Contract, County shall have the right to adjust and/or recover payment(s) associated with such service(s). The recovery from the Contractor shall be made through cash payment and/or County offsets from future payment(s).

Whether or not Federal dollars will be utilized to pay for services under this Contract, expenditures made by Contractor in the operation of this Contract must be in compliance and in conformity with the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 Code of Federal Regulations (CFR), Title 2, Part 200.

Payments to Contractor will be made in arrears on a monthly basis for services performed, provided that the Contractor is not in default under any provision of this Contract. County has no obligation to pay for any work except those expressly authorized by this Contract.

- 5.5.4 All invoices under this Contract must be submitted to the following email address: APSEUInquiry@dmh.lacounty.gov

- 5.5.5 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Program Manager prior to any payment thereof. In no event will the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

- 5.5.6 **Preference Program Enterprises - Prompt Payment Program (Intentionally Omitted)**

- 5.6 Cost of Living Adjustments (COLA's) (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 services provided under an agreement/contract with the County will be Electronic Funds Transfer (EFT) or direct deposit, unless an alternative method of payment is deemed appropriate by the Auditor-Controller (A-C).

- 5.7.2 The Contractor must submit a direct deposit authorization request via the website <https://directdeposit.lacounty.gov> with banking and vendor information, and any other information that the A-C determines is

reasonably necessary to process the payment and comply with all accounting, record keeping, and tax reporting requirements.

- 5.7.3 Any provision of law, grant, or funding agreement requiring a specific form or method of payment other than EFT or direct deposit will supersede this requirement with respect to those payments.
- 5.7.4 At any time during the duration of the Contract, a Contractor may submit a written request for an exemption to this requirement. Such request must be based on specific legal, business, or operational needs and explain why the payment method designated by the A-C is not feasible and an alternative is necessary. The A-C, in consultation with the contracting department(s), will decide whether to approve exemption requests.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

6.1 County's Administration

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

6.2 County's Project Director

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

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

6.3 County's Program Manager

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

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

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

6.4 County's Program Monitor

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

6.5 County's Contract Analyst

The role of the County's Contract Analyst is to manage and facilitate the administrative functions of the Contract. The County's Contract Analyst reports to the County's Project Director.

7.0 ADMINISTRATION OF CONTRACT - CONTRACTOR

7.1 Contractor's Administration

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

7.2 Contractor's Project Manager

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

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

7.3 Approval of Contractor's Staff

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

7.4 Contractor's Staff Identification

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

7.5 Background and Security Investigations

- 7.5.1 Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position (defined as personnel who work in County facilities, have remote access to medical information, or have direct access to DMH clients), 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.. 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 in a designated sensitive position does not pass the background investigation or is prohibited from undergoing a background investigation by employment policies or collective bargaining agreements, County may request that the member of Contractor's staff be removed immediately from performing services in a designated sensitive position under the Contract. Contractor must comply with County's request at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

- 7.5.2 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.
- 7.5.3 These terms will also apply to subcontractors of County contractors.
- 7.5.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.5 will not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.6 Confidentiality

- 7.6.1 Contractor must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records. For clarity, any aggregate data, information, reports, and other deliverables generated by Contractor or County under this Contract are not confidential and may be shared pursuant to Paragraph 9.2.
- 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 ("Claims") directly resulting from any failure by Contractor, its officers, employees, or agents to comply with this Paragraph but only in proportion to the to the extent such Claims are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, employees, or agents. . Contractor will require each Subcontractor, and each Subcontractor will require each Sub-subcontractor, to be bound by this paragraph, and to assume all of the obligations and responsibilities the Contractor assumes toward County. The University of California maintains a publicly accessible listing of all proposals and awards, and this Contract will be included in that listing. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". Contractor shall not in any way be liable or responsible for the disclosure of any such records, including without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdictions.

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).

and

Contractor will cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of Exhibit F3 (Contractor Non-Employee Acknowledgment and Confidentiality Agreement).

8.0 STANDARD TERMS AND CONDITIONS

8.1 Amendments

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

8.1.2 The County's Board 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 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, or designee.

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

8.2 Assignment and Delegation/Mergers or Acquisitions

- 8.2.1 The Contractor must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Contractor is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.
- 8.2.2 The Contractor must not assign, exchange, transfer, or delegate its rights or duties under this Contract, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment, delegation, or otherwise transfer of its rights or duties, without such consent will be null and void. For purposes of this paragraph, County consent will require a written Amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract will be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any person or entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County will be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 Authorization Certifications

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

8.4 Budget Reductions

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

This Contract is also subject to any additional restrictions, limitations, or conditions imposed by the State, and federal government which may in any way affect the provisions of payment or funding of this Contract.

8.5 Complaints

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

8.5.1 Complaint Procedures

- Within 30 business days after the Contract effective date, the Contractor must provide the County with the Contractor's procedures for receiving, investigating and responding to user complaints.
- The County will review the Contractor's procedures and provide the Contractor with approval of said procedures or with requested changes.
- If the County requests changes in the Contractor's procedures, the Contractor must make such changes and resubmit the procedures within 10 business days for County approval.
- If, at any time, the Contractor wishes to change the Contractor's procedures, the Contractor must submit proposed changes to the County for approval before implementation.

- The Contractor must preliminarily investigate all complaints and notify the County's Program Manager of the status of the investigation within five business days of receiving the complaint.
- 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.
- Copies of all written responses must be sent to the County's Program Manager within five business days of mailing to the complainant.

8.6 Compliance with Applicable Laws

8.6.1 In the performance of this Contract, Contractor must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees ("Claims") related to any failure by Contractor, its officers, employees, or agents to 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. . Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph will be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense. 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. Contractor will require each Subcontractor, and each Subcontractor will require each Sub-subcontractor, to be bound by this paragraph, and to assume all of the obligations and responsibilities the Contractor assumes toward County.

8.7 Compliance with Civil Rights Laws

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry,

age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. Additionally, Contractor certifies to the County:

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

8.8 Compliance with the County's Jury Service Program (Intentionally Omitted)

8.9 Conflict of Interest

- 8.9.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, will be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder will in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.
- 8.9.2 The Contractor must comply with all applicable conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it 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

Contractor will comply with this subparagraph 8.10 to the extent it is legally able and subject to the Contractor's University of California policies and Collective Bargaining Agreements. Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 Consideration of Hiring GAIN/START Participants (Intentionally Omitted)

8.12 Contractor Responsibility and Debarment

The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Contract, except to the extent applicable State and/or federal laws are inconsistent with the terms of the Ordinance.

8.12.1 Responsible Contractor

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

8.12.2 Chapter 2.202 of the County Code

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

8.12.3 Non-responsible Contractor

The County may debar the Contractor if the Board finds, in its discretion, that the Contractor has done any of the following: 1) violated a term of a contract with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the

County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

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

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

8.12.5 Subcontractors of Contractor

These terms will also apply to subcontractors of County contractors.

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

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safely-surrender/>.

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

- 8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family

and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

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

8.15 County's Quality Assurance Plan

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

8.16 Damage to County Facilities, Buildings or Grounds

- 8.16.1 The Contractor will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor in proportion to and to the extent that such damage is caused by or results from the negligence or willful misconduct of Contractor, its officers, agents, or employees.. Such repairs must be made promptly after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Contractor by cash payment upon demand.

8.17 Employment Eligibility Verification

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor must retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract but only in proportion to the to the extent such liabilities are caused by or result from the negligent or intentional acts or omissions of Contractor.

8.18 Counterparts and Electronic Signatures and Representations

This Contract, and any Amendment(s) prepared pursuant to Paragraph 8.1 (Amendments), 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.

8.19 Fair Labor Standards

To the extent permitted by applicable law, the Contractor must comply with all applicable provisions of the Federal Fair Labor Standards Act and any applicable State law.

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 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.

8.21 Governing Law, Jurisdiction, and Venue

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

8.22 Independent Contractor Status

- 8.22.1 This Contract is by and between the County and the Contractor and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with

any work performed by or on behalf of the Contractor pursuant to this Contract.

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

8.23 Indemnification

The Contractor must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees and agents (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, but only in proportion to and to the extent such liability demands, claims, actions, fees, costs and expenses (including attorney and expert witness fees) are caused by or result from the negligent or intentional acts or omissions of the Contractor, its officers, agents and employees.

The County will indemnify, defend, and hold harmless the Contractor, its trustees, officers, employees, and agents ("Contractor 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, but only in proportion to and to the extent of the negligent or intentional acts or omissions of County, its Special Districts, elected and appointed officers, agents, and employees.

The foregoing duty to indemnify will apply to applicable indemnity provisions referenced in this Contract and will only be in proportion to that party's negligent or intentional acts or omissions.

Contractor will ensure that any subcontractors 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 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 insurance coverage requirements may be satisfied with self-insurance authorized pursuant to state statute with coverage(s) consistent with the insurance

provisions required in Paragraphs 8.24 and 8.25 if the 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

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Contractor's policy expiration dates.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the contractor identified as the contracting party in this Contract..
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles
Department of Mental Health
510 S. Vermont Ave., 20th Floor
Los Angeles, CA 90020

Attention: Contracts Development and Administration Division
-or-

electronically to the County Contract Administrator identified on
Exhibit D - County's Administration

- 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 Contractor does not provide for an additional insured status as it is a self-insured entity.

8.24.4 The County, it's 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 which arises from or relates to this DMH/UCLA Contract. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions. Such as provision, however, will only apply in proportion to and to the extent of the negligent acts or omissions of Contractors, it officers, agents, and employees. **Cancellation of or Changes in Insurance**

Contractor must provide County with, or Contractor's insurance policies must contain a provision that County will receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice must be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the 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 is a self-insured entity and agrees to maintain or to provide acceptable evidence that it maintains the Required Insurance. Failure to maintain 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 (Intentionally Omitted)**

8.24.7 **Contractor's Insurance Must Be Primary**

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

8.24.8 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under the Required Insurance, with the exception of Worker's Compensation, for any loss arising from or relating to this Contract. .

8.24.9 **Subcontractor Insurance Coverage Requirements**

Contractor 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) (Intentionally Omitted)**

8.24.11 **Claims Made Coverage**

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

8.24.12 **Application of Excess Liability Coverage**

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

8.24.13 **Separation of Insureds**

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

8.24.14 **Alternative Risk Financing Programs**

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

8.24.15 **County Review and Approval of Insurance Requirements**

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

8.25 **Insurance Coverage**

The Contractor does not provide for an additional insured status as it is a self-insured entity. Contractor will provide insurance equivalent to the required insurance listed below.

8.25.1 **Commercial General Liability** insurance 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 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 ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. If applicable to Contractor's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 **Unique Insurance Coverage**

- **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.

- **Professional Liability-Errors and Omissions**

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

- **Cyber Liability Insurance**

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

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

8.26 Liquidated Damages (Intentionally Omitted)

8.27 Most Favored Public Entity (Intentionally Omitted)

8.28 Nondiscrimination and Affirmative Action

8.28.1 The Contractor certifies and agrees that all persons employed by it, will be treated equally without regard to or because of race and/or ethnicity, color, spirituality or religious affiliation, ancestry, national origin, sex, age, physical or mental disability, language, gender, gender identity, gender expression, sexual orientation, age (over 40), marital status, physical disability (including HIV and AIDS) and/or intellectual disabilities, or mental conditions, medical conditions (e.g. cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era in compliance with all applicable Federal and State anti-discrimination laws and regulations. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Notwithstanding the foregoing, the parties understand and agree that in the case of any conflict the Contractor will comply with its policies and collective bargaining agreements. In the event that a conflict is determined to exist, Contractor will promptly provide notification to DMH of the nature of the conflict.

8.28.2 Contractor certifies to the County each of the following:

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

- 8.28.3 The Contractor must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race and/or ethnicity, color, spirituality or religious affiliation, ancestry, national origin, sex, age, physical or mental disability, gender, gender identity, gender expression, sexual orientation, language, age (over 40), marital status, physical disability (including HIV and AIDS) and/or intellectual disabilities, or mental health conditions, medical conditions (e.g. cancer), denial of family care leave, or political affiliation, status as a disabled veteran with a disability or veteran of the Vietnam era 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, and granting or denying family care leave. Contractor will not discriminate against or harass, nor will it permit harassment of, its employees during employment based upon race and/or ethnicity, color, spirituality or religious affiliation, national origin, ancestry, language, gender, age (over 40), marital or living partnership, sexual orientation, physical disability (including HIV and AIDS) and/or intellectual disabilities, mental health condition, medical conditions (e.g., cancer), denial of family care leave, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era and in compliance with all applicable Federal and State anti-discrimination laws and regulations. Contractor will ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment and will comply with the provisions of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.) Notwithstanding the foregoing, the parties understand and agree that in the case of any conflict the Contractor will comply with its policies and collective bargaining agreements. In the event that a conflict is determined to exist, Contractor will promptly provide notification to DMH of the nature of the conflict.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race and/or ethnicity, color, spirituality/religious affiliation, ancestry, national origin, sex, age, physical or mental disability, language, gender, gender identity, gender expression, sexual orientation, age, physical disability (including HIV and AIDS) and/or intellectual disability, mental health conditions, medical conditions (e.g., cancer), denial of family care leave,

marital status, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era and in compliance with all applicable federal and State anti-discrimination laws and regulations. Further, Contractor must give written notice of its obligations under this paragraph 8.28 to labor organizations with which it has a collective bargaining or other Contract.. Notwithstanding the foregoing, the parties understand and agree that in the case of any conflict the Contractor will comply with its policies and collective bargaining agreements. In the event that a conflict is determined to exist, Contractor will promptly provide notification to DMH of the nature of the conflict.

- 8.28.5 The Contractor certifies and agrees that it will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race and/or ethnicity, color, spirituality or religious affiliation, ancestry, national origin, language, gender, gender identity, gender expression, sexual orientation, age, physical disability (including HIV and AIDS) and/or intellectual disability, mental health conditions, medical conditions (e.g., cancer), denial of family care leave, marital status, or political affiliation, status as a veteran with a disability or veteran of the Vietnam era 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. Notwithstanding the foregoing, the parties understand and agree that in the case of any conflict the Contractor will comply with its policies and collective bargaining agreements. In the event that a conflict is determined to exist, Contractor will promptly provide notification to DMH of the nature of the conflict.
- 8.28.6 The Contractor will allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws

or regulations will constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.29 Non Exclusivity

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

8.30 Notice of Delays

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

8.31 Notice of Disputes

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

8.32 Notice to Employees Regarding the Federal Earned Income Credit

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

8.33 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor must notify and provide to its employees, and will require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Contract. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/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, or sent via electronic mail addressed to the parties as identified in Exhibits D (County's Administration)

and E (Contractor's Administration). Names and addresses may be changed by either party giving ten (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 (Intentionally Omitted)

8.36 Public Records Act

- 8.36.1 Contractor acknowledges that the County is a public "local entity" and County acknowledges that Contractor is a public educational institution and both are subject to the California Public Records Act, Government Code section 7921 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 will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.
- 8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act, but only in proportion to and to the extent of the negligence, acts or omissions of Contractor, its officers, agents and employees.
- 8.36.3** Notwithstanding the foregoing, Contractor, as part of the University of California system, is subject to certain State regulations and resolutions regarding access to its records. Therefore, the University of California maintains a publicly accessible listing of all proposals and awards and this Contract will be included in that listing, and such listing will not be deemed as breach of Contract. Exceptions will be those elements that meet the exceptions set forth in the California Government Code Section 7921 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". Contractor will not in any way be liable or responsible for the disclosure of any such records, including without

limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdictions.

8.37 Publicity

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

- The Contractor must develop all publicity material in a professional manner; and
- During the term of this Contract, the Contractor will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director.

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

8.38 Record Retention and Inspection-Audit Settlement

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

the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.2 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor must file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County will make a reasonable effort to maintain the confidentiality of such audit report(s)
- 8.38.3 Failure on the part of the Contractor to comply with any of the provisions of this subparagraph will constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.38.4 If, at any time during the term of this Contract or within five years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference must be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference will be paid to the Contractor by the County by cash payment, provided that in no event will the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.39 Recycled Bond Paper

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

8.40 Subcontracting

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

- 8.40.2 If the Contractor desires to subcontract, the Contractor must provide the following information promptly at the County's request:
- A description of the work to be performed by the subcontractor.
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the County.
- 8.40.3 Contractor will require each Subcontractor, and each Subcontractor will require each Sub-subcontractor, to be bound by these General Conditions and any Supplemental General Conditions, and to assume all of the obligations and responsibilities the Contractor assumes toward County.
- 8.40.4 The Contractor will remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.40.5 The County's consent to subcontract will not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.
- 8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor must forward a fully executed subcontract to the County for their files.
- 8.40.7 The Contractor will be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.40.8 The Contractor must obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. Before any subcontractor employee may perform any work hereunder, Contractor must ensure delivery of all such documents to:

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

-or-
electronically to the County Contract Administrator identified on
Exhibit D - County's Administration

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

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

8.42 Termination for Convenience

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by either party, in its sole discretion, to be in its best interest. Termination of work hereunder will be effected by thirty (30) day prior written notice.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor must:

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

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

8.43 Termination for Default

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

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 Except with respect to defaults of any subcontractor, the Contractor will not be liable for any such excess costs of the type identified in Paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor will not be liable for any such excess costs for failure to perform, unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this paragraph, the term "subcontractor(s)" means subcontractor(s) at any tier.

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

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

8.44 Termination for Improper Consideration

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the

Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the County will be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

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

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

8.45 Termination for Insolvency (Intentionally Omitted)

8.46 Termination for Non-Adherence of County Lobbyist Ordinance (Intentionally Omitted)

8.47 Termination for Non-Appropriation of Funds

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

8.48 Validity

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

8.49 Waiver

No waiver by the County of any breach of any provision of this Contract will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract will not be construed as a waiver thereof. The rights and remedies set forth in this paragraph 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 (Intentionally Omitted)

8.51 Warranty of Compliance with County's Defaulted Property Tax Reduction Program (Intentionally Omitted)

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

8.53 Time Off for Voting

Contractor will comply with this subparagraph 8.53 to the extent it is legally able, subject to the Contractor's University of California policies and Collective Bargaining Agreements. The Contractor must notify its employees and must require each subcontractor to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten (10) days before every statewide election, every contractor and subcontractors must keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

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

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

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

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

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

8.56 Compliance with Fair Chance Employment Hiring Practices

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

8.57 Compliance with the County Policy of Equity

The Contractor acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the

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

8.58 Prohibition from Participation in Future Solicitation(s)

A Proposer, or a Contractor or its subsidiary or Subcontractor ("Proposer/Contractor"), is prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has provided advice or consultation for the solicitation. A Proposer/Contractor is also prohibited from submitting a bid or proposal in a County solicitation if the Proposer/Contractor has developed or prepared any of the solicitation materials on behalf of the County. Contractor shall not knowingly violate this provision. Said violation will result in the disqualification of the Contractor/Proposer from participation in the County solicitation or the termination or cancellation of any resultant County contract.

8.59 Injury and Illness Prevention Program

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

8.60 Campaign Contribution Prohibition Following Final Decision in Contract Proceeding.

Contractor is a constitutionally created public educational institution and will comply with Government Code Section 84308. Contractor will require each Subcontractor, and each Subcontractor will require each Sub-subcontractor, to be bound by this paragraph, and to assume all of the obligations and responsibilities the Contractor assumes toward County.

9.0 UNIQUE TERMS AND CONDITIONS

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

9.1.1 The parties acknowledge the existence of the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#) and its implementing regulations. Contractor understands and agrees that, as a provider of

medical treatment services, it is a “covered entity” under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients’ medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of its staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

- 9.1.2 The parties acknowledge their separate and independent obligations with respect to HIPAA and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor’s behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor’s obligations under HIPAA but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.
- 9.1.3 Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and implementing regulations related to transactions and code sets, privacy, and security.
- 9.1.4 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it will indemnify and hold harmless the other party (including the other party’s officers, employees, and agents), for damages to the other party but only in proportion to and to the extent such damages are caused by or result from result from the negligent or intentional acts or omissions of the indemnifying party.

9.2 Ownership of Materials, Software and Copyright

- 9.2.1 County and Contractor will have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information developed and required to be delivered by Contractor under this Contract or received that is not subject to the Confidentiality obligations of Article 7.6 hereof. Contractor will not develop any data and information using County data that is not required under this Contract. Copyright in works, right, title and interest, including computer software, created or fixed in a tangible medium of expression by Contractor and required to be delivered to County under this Contract will vest in Contractor and County. Contractor agrees to submit to the County a copy of any

proposed publication or other dissemination for review and comment at least 30 days prior to submission for publication for the purpose of identifying County confidential Information. In the event County determines, within the 60 day review period, that Contractor's proposed publication or other dissemination or information includes County Confidential Information and notifies Contractor, Contractor shall delete such County Confidential Information before release of the material intended for publication or other dissemination.

- 9.2.2 County and Contractor may both use the aforementioned, to the extent they have a legal right to do so. Any and all materials, software, and tools that are developed or were originally acquired by Contractor outside of the scope of this Contract which Contractor desires to use hereunder, and which the Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to the County's Program Manager as proprietary or confidential and must be plainly and prominently marked by Contractor as "proprietary" or "confidential" on each appropriate page of the of any document containing such material. County agrees not to reproduce, distribute, or disclose to non-County entities any such proprietary and/or confidential information without the prior written consent of Contractor. Notwithstanding any other provision of this Contract, the County will not be obligated to the Contractor in any way for any of the Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends or for any disclosure which the County is required to make under any state or federal law or order of court.

9.3 Patent, Copyright and Trade Secret Indemnification

Contractor will not knowingly infringe on any patent, copyright, trademark, trade secret, or other proprietary right of any third party. Upon discovery of any actual or suspected infringement or notice received thereof, Contractor will notify County within three days.

9.4 Data Destruction

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

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

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 ten (10) business days, a signed document from Contractor(s) that certifies and validates the data and information were placed in one or more of the following stored states: unusable, unreadable, and/or indecipherable.

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

9.5 Contractor's Charitable Activities Compliance (Intentionally Omitted)

9.6 Local Small Business Enterprise (LSBE) Preference Program (Intentionally Omitted)

9.7 Social Enterprise (SE) Preference Program (Intentionally Omitted)

9.8 Disabled Veteran Business Enterprise (DVBE) Preference Program (Intentionally Omitted)

9.9 Organic Waste Recycling (Intentionally Omitted)

9.10 Procurement of SB 1383-Compliant Compost and Mulch (Intentionally Omitted)

9.11 Edible Food Donation (Intentionally Omitted)

9.12 Compliance with County's Women in Technology Hiring Initiative (Intentionally Omitted)

9.13 Reduce Single-Use Plastics (Intentionally Omitted)

9.14 Mental Health Services Act Resolution

9.14.1 The California State Department of Health Care Services (DHCS)

guidelines require that all Mental Health Service Act (MHSA) issues be documented by DMH. This MHSA Issue Resolution Process (Exhibit L), developed in collaboration with various public mental health stakeholders, provides information regarding the resolution process to address local issues related to MHSA, access to services and MHSA requirements.

10.0 Survival

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

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Work
Paragraph 5.4	No Payment for Services Provided Following Expiration-Termination of Contract
Paragraph 7.6	Confidentiality
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.19	Fair Labor Standards
Paragraph 8.20	Force Majeure
Paragraph 8.21	Governing Law, Jurisdiction, and Venue
Paragraph 8.23	Indemnification
Paragraph 8.24	General Provisions for all Insurance Coverage
Paragraph 8.25	Insurance Coverage
Paragraph 8.34	Notices
Paragraph 8.38	Record Retention and Inspection-Audit Settlement
Paragraph 8.42	Termination for Convenience
Paragraph 8.43	Termination for Default
Paragraph 8.48	Validity
Paragraph 8.49	Waiver
Paragraph 8.58	Prohibition from Participation in Future Solicitation
Paragraph 8.60	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 9.1	Health Insurance Portability and Accountability Act of 1996 (HIPAA)
Paragraph 9.2	Ownership of Materials, Software and Copyright
Paragraph 9.3	Patent, Copyright and Trade Secret Indemnification
Paragraph 10.0	Survival

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

COUNTY OF LOS ANGELES

By _____

Lisa H. Wong, Psy.D.
Director
County of Los Angeles
Department of Mental Health

The Regents of the University of California

CONTRACTOR

By _____

Name: Paula Noble

Title: Director

(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

BY: Rachel Kleinberg
Senior Deputy County Counsel

**EVALUATION OF
INTERIM HOUSING OUTREACH
PROGRAM (IHOP)**

STATEMENT OF WORK (SOW)

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STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

The Interim Housing Outreach Program (IHOP) is a collaborative program with Los Angeles County's Department of Mental Health (DMH), Department of Health Services - Housing for Health (DHS-HFH) and the Department of Public Health - Substance Abuse Prevention and Control (DPH-SAPC) to address gaps in the homeless services system in addressing the complex needs of shelter residents. In partnership with DMH, DHS-HFH and DPH-SAPC, the Contractor will be required to 1) develop the methodology for and 2) conduct the evaluation of Los Angeles County - DMH Mental Health Services Act (MHSA) Innovation – IHOP.

2.0 SPECIFIC WORK REQUIREMENTS

Contractor will evaluate IHOP services provided by the IHOP teams at interim housing sites using a mixed methods quantitative and qualitative approach. The evaluation will measure the impact of the physical health, mental health, substance use disorder (SUD) services, and department specific activities provided at each shelter at a systems level as well as at an individual participant level over the course of the 5-year project.

PROJECT TIMELINE AND DELIVERABLES

The Contractor will approach this work through a phased evaluation plan. All tools and measures referenced below will be translated into all threshold languages as identified in Section 9 (Definitions) of this SOW. The deadlines delineated for each phase may be subject to extension, contingent upon obtaining prior written approval from the County. Contractor will complete the following:

2.1 Phase 1: Formative Evaluation (within 8 months of contract execution) will include the following deliverables:

2.1.1 Contractor will develop and implement final Logic Model for IHOP program.

2.1.1.1 Contractor will review relevant literature for evidence-based best practices and compare evaluation design choices to develop a logic model that will meet final program design requirements.

2.1.1.2 Contractor will develop a logic model for IHOP based on the information gathered from the Interdepartmental County Partners (ICP) meetings and researched gathered regarding the logic model.

2.1.2 Contractor will provide a comprehensive IHOP Intake Tool for client referral, screening (physical health, mental health, and SUD screening), and assessment to reliably capture key variables including, but not limited to, client

demographics, symptoms/diagnoses, function, and needs. This will include the following activities:

- 2.1.2.1 Contractor will review clinical literature to identify appropriate measures for an integrated and comprehensive referral, screening, and assessment.
- 2.1.2.2 Contractor will evaluate feasibility, appropriateness, and sustainability of tools with IHOP leadership and team members.
- 2.1.2.3 Contractor will provide an IHOP Intake Tool based on the information gathered from the literature review and consultation with ICP leads.
- 2.1.3 Contractor will identify or develop systems level evaluation measures to determine the impact of having IHOP teams serving interim housing sites on the following:
 - 2.1.3.1 Quality of care coordination amongst County departments and managed care organizations.
 - 2.1.3.2 Improvements in the ability to link interim housing clients to the appropriate level of care/permanent housing resources.
 - 2.1.3.3 Knowledge and skills of interim housing provider staff when serving individuals with severe mental illness, complex physical health, and/or SUDs and confidence in being able to serve this population in their interim housing site.
 - 2.1.3.4 Ability of interim housing providers to discern their capacity to stabilize an interim housing resident's mental health, physical health and/or SUD in-house versus the need to request crisis services or specialty assessment.
 - 2.1.3.5 Access and linkages to specialty mental health, physical health and co-occurring SUD services for clients served by multi-agency teams serving interim housing sites.
 - 2.1.3.6 Quality of care in interim housing settings.
- 2.1.4 Contractor will identify or develop individual level evaluation measures to determine the impact of having IHOP teams serving interim housing sites on the following:
 - 2.1.4.1 Impact of mental health, physical health, and SUD treatment provided to clients enrolled into IHOP that require such treatment;

- 2.1.4.2 Impact of educational sessions provided by DPH-SAPC on the knowledge, attitude, and behaviors of interim housing residents who participate in the sessions;
- 2.1.4.3 Impact of mental health educational groups provided by DMH on the knowledge, attitude, and behaviors of interim housing residents who participate in the groups;
- 2.1.4.4 Access and linkages to specialty mental health, physical health, and co-occurring SUD services by interim housing residents;
- 2.1.4.5 Access to non-specialty mental health care provided by managed care plans for interim housing residents;
- 2.1.4.6 Linkages to SUD outpatient residential treatment services;
- 2.1.4.7 Exits to permanent housing, including Enriched Residential Care (ERC) and other types of permanent housing;
- 2.1.4.8 Exits return to homelessness;
- 2.1.4.9 Frequency and duration of any crisis/emergency services; and
- 2.1.4.10 Interim housing resident experience and sense of well-being.
- 2.1.5 Contractor will ensure that the Interdepartmental County Partners (ICP) have permission to use the intake tools, including any required licenses, and will distribute the final intake tools and outcome measures to providers.
- 2.1.6 Contractor will ensure that the final intake tools and outcome measures to be completed by IHOP participants are available in threshold languages. Where the translation into these languages is necessary, Contractor will obtain translation, including back translation, that is allowed and approved by the developer of the measure.
- 2.1.7 Contractor will ensure that all IHOP team members are trained in the use of the intake tool, outcome measures, and data collection.
 - 2.1.7.1 Contractor will obtain all approved outcome measures and distribute them to the interim housing providers.
 - 2.1.7.2 Contractor will implement the methodology for data collection and transmission from each interim housing provider.
 - 2.1.7.3 Contractor will monitor data quality and implement supplemental training to IHOP team members as needed.
- 2.1.8 Contractor will collaborate with Interdepartmental County partners (DMH, DHS-HFH, and DPH-SAPC) to identify and improve existing data sources and

collection processes. For the purpose of this evaluation Contractor will pull deidentified data from County's Information Hub (InfoHub).

- 2.1.8.1 Contractor will coordinate with the Los Angeles County Chief Executive Office – Chief Information Office (CEO-CIO) to integrate required program and health claims data with County data in the County's InfoHub, including data from Care Manager, Integrated Behavioral Health Information System (IBHIS), Online Real-time Centralized Health Information Database (ORCHID), Comprehensive Health Accompaniment Management Platform (CHAMP), and Substance Use Disorder Information System (SAGE).
- 2.1.8.2 Where such data collection processes do not exist, Contractor will support the ICP in designing and implementing data collection processes.
- 2.1.8.3 Contractor will support the CEO-CIO in securing access to claims and healthcare utilization data that is deidentified from the managed-care organizations and linking that data to county data sources.
- 2.1.8.4 Contractor will identify data sources and collection processes and report final data sources in an Evaluation Metrics and Data Collection report via electronic mail to the County Program Manager and County Program Monitor identified in Exhibit D (County's Administration) for final approval to the ICP.
- 2.1.8.5 If requested by ICP, Contractor will convert the report into an IHOP staff-facing program manual outlining workflows for optimal IHOP implementation.

2.2 Phase 2: Feasibility study of proposed IHOP Evaluation Plan (within 12 months of contract execution) will include the following deliverables:

- 2.2.1 Contractor will assess the feasibility of an impact evaluation using causal inference methods such as a randomized controlled trial (RCT) or quasi-experimental design (QED) to estimate the causal impact of the IHOP program on key outcomes of interest to ICP.
- 2.2.2 Contractor will conduct semi-structured interviews and/or focus groups with multiple stakeholders, including interim housing staff, county partners, clients, and IHOP providers.

- 2.2.2.1 Contractor will track patterns of referral, screening, and assessment to identify barriers and facilitators to optimal implementation (e.g., interim housing staff barriers to referral, IHOP provider facilitators of comprehensive assessment, etc.).
 - 2.2.3 Contractor will summarize findings and recommendations from the feasibility study, as well as the feedback from stakeholder interviews and focus groups, in a Feasibility Study Report based on the most rigorous evaluation possible.
 - 2.2.3.1 This report will include details about data sources, metrics, and methods, including plans for IHOP, ERC, and In-Home Caregiving (IHCG) analyses that would support causal claims about the program's effects on clients' outcomes.
 - 2.2.3.2 Based on the results of the feasibility study, Contractor will list recommendations for the IHOP evaluation in the Feasibility Study Report.
 - 2.2.3.3 If an impact evaluation is not possible, Contractor will design an alternative non-experimental or descriptive analysis that summarizes program activities and outcomes to evaluate the program.
 - 2.2.4 Contractor will develop and submit Annual IHOP Evaluation Summary Reports via electronic mail to the County Program Manager and County Program Monitor identified in Exhibit D (County's Administration) to the ICP that will include individual and systems level data analysis, program metrics and recommendations for quality improvement for programmatic oversight and for DMH to report to local and State entities, including MHSA Annual Innovation Project reporting.
- 2.3 Phase 3:** Implement the final IHOP Evaluation Plan (from 12 months after contract execution to the end of the contract) to include the following deliverables:
 - 2.3.1 Contractor will develop and implement the final IHOP Evaluation Plan.
 - 2.3.1.1 Upon completion of formative evaluation and feasibility study of proposed IHOP Evaluation Plan, Contractor will submit to DMH via electronic mail to the County Program Manager and County Program Monitor identified in Exhibit D (County's Administration), a final IHOP Evaluation Plan and timeline that includes:
 - 1) A Feasibility Study Report summarizing the feasibility study as described in Subsection 2.2.

- 2) Using available program data, feedback from ICP, and results of the feasibility study, develop an IHOP Evaluation Plan to assess program impact.
 - 3) Final Timeline for implementation of IHOP Evaluation Plan with specific work products.
 - 4) Updated evaluation budget.
- 2.3.2 Contractor will conduct semi-structured interviews and/or focus groups with multiple stakeholders, including interim housing staff, county partners, clients, and IHOP providers on a quarterly basis.
- 2.3.2.1 Contractor will track patterns of referral, screening, and assessment to identify barriers and facilitators to optimal implementation (e.g., interim housing staff barriers to referral, IHOP provider facilitators of comprehensive assessment, etc.).
- 2.3.3 Contractor will identify and assemble existing trainings into curricula that address the training needs of interim housing and IHOP staff.
- 2.3.4 Contractor will receive necessary deidentified data from approved data sources as described in Subsection 2.1.8.1 to track and analyze evaluation progress and program outcomes over the course of the project.
- 2.3.5 Contractor will provide Quarterly IHOP Evaluation summary reports for the ICP summarizing findings from interviews and/or focus groups regarding barriers and facilitators to implementation to inform continuous quality improvement of services.

2.4 Phase 4: Final IHOP Evaluation Summary Reports (within 1 year before the end of the contract)

- 2.4.1 Within one year before the end of the contract, the Contractor will provide a Final IHOP Evaluation Summary report on the outcomes of the program, as specified in the IHOP Evaluation Plan. Contractor will include a summary of the recommendations to improve service delivery and health outcomes for interim housing residents.
- 2.4.2 Within one year before the end of the contract, the Contractor will provide a Final IHOP DHS Evaluation Summary report summarizing the results of the ERC and IHCG as follows:

The Contractor will evaluate two DHS-HFH programs funded by the Housing and Homelessness Incentive Program (HHIP):

- **ERC; and**

- **IHCG**

Through this evaluation the Contractor will assess the following outcomes as they pertain to ERC and IHCG:

2.4.3 For ERC:

- 2.4.3.1 Inflows into ERC, including demographics, service histories, and associated diagnoses.
- 2.4.3.2 Lengths of stay in ERC and ERC exit locations, including:
 - 1) step down to various types of permanent housing;
 - 2) transfer or step up to more intensive housing and/or services observable in the data, like nursing homes or hospitals;
 - 3) returns to homelessness;
 - 4) leaving ERC with no record of outcome; and
 - 5) mortality.
- 2.4.3.3 Changes in ERC costs over time, ERC tier levels, and transfers to an Assisted Living Waiver slot, as data is available.
- 2.4.3.4 Healthcare utilization, as data is available.

2.4.4 For IHCG:

- 2.4.4.1 Inflows into IHCG, including demographics and diagnoses, as data is available.
- 2.4.4.2 Outflows from IHCG to IHSS-funded services with a focus on high and low utilizers along three dimensions:
 - 1) **Frequency:** How many hours of IHCG they receive per week.
 - 2) **Duration:** How many weeks they remain in the program, including how long it takes to enroll clients and connect them to IHSS workers, as data is available.
 - 3) **Cost:** The total amount of IHCG resources the person consumed.
- 2.4.4.3 IHCG exits, including:
 - 1) transition to lower levels of care;
 - 2) transition to more intensive services observable in the data, like nursing homes or hospitals;
 - 3) returns to homelessness;
 - 4) exits with no record of outcome; and
 - 5) mortality
- 2.4.4.4 Healthcare utilization, as data is available.

2.5 Subsequent to contract execution and throughout the term of the contract, Contractor will provide the following:

2.5.1 Quarterly IHOP Evaluation summary reports for summarizing program metrics and findings from interviews and/or focus groups. Summary reports will include information on barriers and facilitators pertaining to program implementation to inform continuous quality improvement.

2.5.2 Annual IHOP Evaluation Summary Reports on the progress of the project and a summary of program metrics and recommendations for continuous quality improvement.

3.0 QUALITY CONTROL

The Contractor will establish and utilize a comprehensive Quality Control Plan (QCP) to ensure the County receives a consistently high level of service throughout the term of the Contract. The Plan will be submitted to the County's Project Monitor for review. The QCP will 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 inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, will be provided to the County upon request.

3.3 Data Collection

3.3.1 Prior to the beginning of any work identified in this SOW:

3.3.1.1 Contractor will participate in DMH's Human Subjects Research Committee (HSRC) review to ensure that ethics, privacy, and security guidelines regarding research are upheld during the course of this project.

3.3.1.2 Contractor will complete an application and receive approval from DMH HSRC covering all aspects of the evaluation data collection.

3.3.1.3 Contractor will provide all requested information regarding research and attend all committee phone meetings as required.

3.3.1.4 Contractor will collect and use DMH client data per DMH HSRC requirements.

3.3.1.5 Contractor will collect and use DHS-HFH and DPH-SAPC data.

- 3.3.1.6 DHS will collect and report on participant outcome data relevant to its scope of work and provide to DMH and external evaluators.
- 3.3.1.7 Prior to use DPH-SAPC data, contractor will complete DPH's Reliance Agreement Form to clear DPH's Internal Review Board requirement.
- 3.3.1.8 Contractor will work with CEO-CIO to establish a plan for collecting and linking program and key outcome data.
- 3.3.1.9 Contractor will work with CEO-CIO to identify appropriate data source(s) from which data can be gathered, in accordance with the identified instrument(s) and or measurement tool(s) and at minimum, defined outcomes agreed upon beforehand.
- 3.3.1.10 Contractor will identify and produce appropriate reports with input from DMH and IHOP stakeholders.
- 3.3.1.11 Contractor will disseminate reports to DMH and IHOP stakeholders.
- 3.3.1.12 Contractor will develop and implement the data analysis methods used for the evaluation of programs using different approaches to integrate physical health, mental health, and SUD services.
- 3.3.1.13 Contractor will report any data validity or completeness issues they discover in the process of analysis.

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 Monthly Meetings

Contractor will attend monthly meetings (or more often, as needed) with ICP to coordinate the evaluation with program operations.

4.2 Contract Discrepancy Report

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

4.2.2 The County's Contract Project Monitor will determine whether a formal Contract Discrepancy Report (CDR) will be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County's

Project Monitor within five business days, acknowledging the reported discrepancies or presenting contrary evidence.

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

4.3 County Observations

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

5.0 RESPONSIBILITIES

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

COUNTY

5.1 Personnel

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

- 5.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 5.1.2 Providing direction to the Contractor in areas relating to policy, information, and procedural requirements.
- 5.1.3 Preparing Amendments in accordance with the Contract, Paragraph 8.1 (Amendments).

5.2 Intentionally Omitted

CONTRACTOR

5.3 Contractor's Project Manager

- 5.3.1 Contractor will provide a full-time Contractor's Project Manager and a designated alternate. County will have access to the Project Manager during business hours (8 a.m. – 5 p.m., Pacific Standard Time (PST)). Contractor will provide a telephone number and e-mail address where the Project Manager and/or designated alternate may be reached during normal business hours.
- 5.3.2 Contractor's Project Manager will act as a central point of contact with the County.
- 5.3.3 Contractor's Project Manager will have 2 years of experience providing evaluation services to a large public mental health system involving the

selection of measures, development and implementation of data collection methodology, data analysis and reporting.

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

5.4 Personnel

- 5.4.1 Contractor will assign a sufficient number of staff to adequately address the evaluation needs of this contract. At least one employee on site will be authorized to act for Contractor in every detail and must speak and understand English.
- 5.4.2 Evaluation services through this contract will be led by a qualified individual with a doctoral degree. Other staff may include research assistants or interns with appropriate supervision. All staff will have experience and training to produce the deliverables in this contract.
- 5.4.3 Contractor will be required to background check their employees as set forth in sub-paragraph 7.5 – Background and Security Investigations, of the Contract.
- 5.4.4 Contractor will notify the County, in writing, of any change to the Contractor's Project manager, including, but not limited to, the name, address, title, etc.

5.5 Identification Badges

- 5.5.1 Contractor will ensure their staff are appropriately identified as set forth in sub-paragraph 7.4 – Contractor's Staff Identification, of the Contract.

5.6 Materials and Equipment

- 5.6.1 The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor will use materials and equipment that are safe for the environment and safe for use by the employee.

5.7 Training

- 5.7.1 Contractor will provide training programs for all new employees and continuing in-service training for all staff.

5.8 Contractor's Administrative Office

- 5.8.1 Contractor will maintain an administrative office with a telephone in the university's name where Contractor conducts business. The office will be staffed during the hours of 8 a.m. to 5 p.m., PST. Monday through Friday

except for holidays recognized by Contractor, by at least one employee who can respond to inquiries which may be received about the Contractor's performance of the Contract.

6.0 HOURS/DAY OF WORK

6.1 Services will be provided Monday through Friday 8 a.m. through 5 p.m., PST.

6.2 The Contractor is not required to provide services on Contractor-recognized holidays.

7.0 Intentionally Omitted

8.0 Intentionally Omitted

9.0 DEFINITIONS

9.1 **Interim Housing Outreach Program (IHOP):** Collaborative program with Los Angeles County DMH, DHS-HFH and DPH-SAPC to address gaps in the homeless services system in addressing the complex needs of shelter residents. IHOP is funded by MHSa Innovations and HHIP grants. The program provides health, behavioral health and substance misuse triage, treatment, linkage, and harm reduction services to residents with complex needs in interim housing settings across Los Angeles County.

9.2 **Interdepartmental County Partners (ICP):** Includes the following Los Angeles County departments: Department of Mental Health (DMH), Department of Health Services-Housing for Health (DHS-HFH), and Department of Public Health-Substance Abuse Prevention and Control (DPH-SAPC).

9.3 **Threshold Languages:** The following languages are the threshold languages for Los Angeles County, which are subject to change at any time: 1. English, 2. Arabic, 3. Armenian, 4. Chinese (Oral: Mandarin & Cantonese; Written: Simplified and Traditional), 5. Farsi, 6. Hindi, 7. Japanese, 8. Khmer/Cambodian, 9. Korean, 10. Russian, 11. Spanish, 12. Tagalog, 13. Thai, and 14. Vietnamese.

9.4 **Back Translation:** In back translation, the translated document gets translated back into the source language by another translator. Both source and target language translations are compared to ensure that they mirror each other.

10.0 GREEN INITIATIVES

- 10.1 Contractor will use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 10.2 Contractor will notify County’s Project Manager of Contractor’s new green initiatives prior to Contract commencement.

11.0 PERFORMANCE REQUIREMENTS SUMMARY

The below Performance Requirements Summary (PRS) chart, SOW Attachment II (SOW Attachments) is a listing of requirements that will be monitored by the County during the term of the Contract as delineated in this SOW.

- 11.1 All listings of services used in the PRS are intended to be completely consistent with the Contract and this 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 this SOW. In any case of apparent inconsistency between services as stated in the Contract and this SOW and this PRS, the meaning apparent in this 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 this SOW, that apparent service will be invalid and place no requirement on Contractor unless and until incorporated into the Contract.

STATEMENT OF WORK ATTACHMENTS**TABLE OF CONTENTS**

<u>Attachment</u>	<u>Page</u>
1 CONTRACT DISCREPANCY REPORT	1
2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART	2

CONTRACT DISCREPANCY REPORT

CONTRACTOR RESPONSE DUE BY _____ (enter date and time)

Date:		Contractor Response Received:			
Contractor:	Contract No.	County's Program Manager:			
Contact Person:	Telephone:	County's Program Manager Signature:			
Email:		Email:			
A contract discrepancy(s) is specified below. The Contractor will take corrective action and respond back to the County personnel identified above by the date required. Failure to take corrective action or respond to this Contract Discrepancy Report by the date specified may result in the deduction of damages.					
No.	Contract Discrepancy	Contractor's Response*	County Use Only		
			Date Correction Due	Date Completed	Approved
1					
2					
3					

*Use additional sheets if necessary

Contractor's Representative Signature

Date Signed

Additional Comments:

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

SPECIFIC PERFORMANCE REFERENCE	REQUIRED SERVICE	COUNTY MONITORING METHOD
SOW: <i>Section 2, Subsection 2.1</i>	Contractor will work with ICP to develop and finalize IHOP Logic Model within 8 months of contract execution.	IHOP Logic Model Meeting Minutes List of reviewed literature
SOW: <i>Section 2, Subsection 2.1.2</i>	Contractor will provide a comprehensive IHOP Intake Tool for client referral, screening, and assessment to reliably capture key variables indicating the range of client needs within 8 months of contract execution.	IHOP Intake Tool Meeting Minutes
SOW: <i>Section 2, Subsection 2.1.3 and 2.1.4</i>	Contractor will identify or develop and finalize systems level and individual level evaluation measures to determine the impact of having IHOP teams serving interim housing sites within 8 months of contract execution.	Evaluation Metrics and Data Collection report
SOW: <i>Section 2, Subsection 2.1.5</i>	Contractor will ensure that the ICPs have permission to use the intake tools, including any required licenses, and will distribute the final intake tools and outcome measures to providers within 8 months of contract execution.	Provider distribution list
SOW: <i>Section 2, Subsection 2.1.6</i>	Contractor will ensure that the final intake tool and outcome measures to be completed by clients are available in threshold languages.	Translated IHOP Intake Tool and outcome measures

SOW: Section 2, Subsection 2.1.7.1	Contractor will obtain all approved outcome measures and distribute them to the interim housing providers within 8 months of contract execution.	Provider distribution list
SOW: Section 2, Subsection 2.1.7.2	Contractor will implement the methodology for data collection and transmission from each interim housing provider within 8 months of contract execution.	Evaluation Metrics and Data Collection Report
SOW: Section 2, Subsection 2.1.7	Contractor will monitor data quality and provide training on all outcome measures and data collection protocol for all interim housing provider staff and will implement supplemental training for all employees as needed.	Training Agenda and Materials, Training Attendance Logs, Contractor's certification
SOW: Section 2, Subsection 2.1.8	Contractor will collaborate with ICP to identify and improve existing data sources and collection processes within 8 months of contract execution.	Evaluation Metrics and Data Collection Report
SOW: Section 2, Subsection 2.2.1, 2.2.3	Contractor will assess the feasibility of an impact evaluation using causal inference methods and will summarize findings and recommendations from the feasibility study in a Feasibility Study Report within 12 months of contract execution.	Feasibility Study Report
SOW: Section 2, Subsection 2.2.2	Contractor will conduct semi-structured interviews and/or focus groups with multiple stakeholders and track patterns of referral, screening, and assessment to identify barriers and facilitators to optimal implementation as part of the feasibility study within 12 months of contract execution.	Attendance Sheets Feasibility Study Report
SOW: Section 2, Subsection 2.3.1	Contractor will work with ICP to finalize the IHOP Evaluation Plan and Timeline from 12 months after contract execution to the end of the contract term.	Annual IHOP Evaluation Summary reports, IHOP Evaluation Plan and IHOP Timeline

SOW: Section 2, Subsection 2.3.2	Contractor will conduct semi-structured interviews and/or focus groups with multiple stakeholders, track patterns of referral, screening, and assessment to identify barriers and facilitators to optimal implementation and will provide quarterly updates from 12 months after contract execution to the end of the contract term.	Attendance Sheets, Quarterly IHOP Evaluation summary reports
SOW: Section 2, Subsection 2.3.5 and 2.5.1	Contractor will provide Quarterly IHOP Evaluation summary reports for ICP summarizing findings from interviews and/or focus groups regarding barriers and facilitators to implementation.	Quarterly IHOP Evaluation summary reports
SOW: Section 2, Subsection 2.3.6 and 2.5.2	Contractor will develop and submit Annual IHOP Evaluation Summary Reports that summarize project progress, analysis of program data, recommendations for quality improvement, and for DMH to report to local and State entities, including MHSA Annual Innovation Project reporting.	Annual IHOP Evaluation Summary Reports
SOW: Section 2, Subsection 2.4.1	Within one year before the end of the contract, Contractor will provide a final report on the program outcomes, as specified in the IHOP Evaluation Plan, to include an assessment of program impact and recommendations to improve service delivery and health outcomes for interim housing clients.	Final IHOP Evaluation Summary Report
SOW: Section 2, Subsection 2.4.2	Contractor will evaluate two DHS-HFH programs funded by HHIP (ERC and IHCG) and is required to submit a final IHOP DHS Evaluation Summary report within one year before the end of the contract, summarizing the result of the analyses.	Final IHOP DHS Summary Report
SOW: Section 4, Subsection 4.1	Contractor's representative to attend monthly meetings (or more often, as needed) with ICP.	Attendance Sheets and Meeting Minutes
SOW: Section 4, Subsection 4.2	Contractor will be notified of any Contract discrepancy and is required to submit a written correction plan within 10 business days upon receipt of CDR for all tasks and deliverables not met according to the Contract.	Review of correction plan

SOW: <i>Section 5, Subsection 5.3.1</i>	Contractor will provide a full time Project Manager and a designated alternate upon contract execution.	Observation and Contractor's Administration Form Exhibit
SOW: <i>Section 5, Subsection 5.4.1</i>	Contractor will assign a sufficient number of employees to perform the required work upon contract execution.	Observation and Employee Roster

The Regents of the University of California - California Policy Lab			
CATEGORY	FY 2025-26	FY 2026-27	TOTAL
1. Senior/Key Personnel Costs	\$202,345	\$158,740	\$361,085
2. Other Personnel Costs	\$557,709	\$562,878	\$1,120,587
3. Travel Costs	\$8,188	\$4,821	\$13,009
4. Other Direct Costs	\$69,582	\$41,120	\$110,702
5. Indirect Costs: 35% of total direct costs	\$293,239	\$268,646	\$561,885
Total Costs:	\$1,131,063	\$1,036,205	\$2,167,268

* Contractor will submit invoices as set forth in Paragraph 5.5 - Invoices and Payments- of the Contract.

County of Los Angeles - Department of Mental Health
INVOICE

Agency Name:
Contract Number: MH
Date Submitted:
To: APSEUInquiry@dmh.lacounty.gov

Invoice Amount		Invoice #	
Contract Amount: FY 2025-26	\$ 1,131,063		

Personnel	Budget		Actual Expense			Remaining Balance
	Effort Months	S&EB Prorated	Previous Month (YTD)	Current Month	Current YTD	
Senior/Key Personnel						
Peter Casey (co-Investigator) Salary	3.2	\$ 41,550			\$ -	\$ 41,550
Casey Benefits (45.6%)		\$ 18,947			\$ -	\$ 18,947
Elizabeth Bromley (co-Investigator) Salary	2.25	\$ 55,656			\$ -	\$ 55,656
Bromley Benefits (32.4%)		\$ 18,032			\$ -	\$ 18,032
Janey Rountree Salary	1	\$ 17,561			\$ -	\$ 17,561
Rountree Benefits (45.6%)		\$ 8,008			\$ -	\$ 8,008
Lisa Davis (co-Investigator) Salary	2.25	\$ 29,252			\$ -	\$ 29,252
Davis Benefits (45.6%)		\$ 13,339			\$ -	\$ 13,339
Total Senior/Key Personnel		\$ 202,345	\$ -	\$ -	\$ -	\$ 202,345
Other Personnel						
Dean Obermark Salary	5	\$ 38,430			\$ -	\$ 38,430
Obermark Benefits (45.6%)		\$ 17,524			\$ -	\$ 17,524
TBD Analyst	5	\$ 35,000			\$ -	\$ 35,000
Analyst Benefits (45.6%)		\$ 15,960			\$ -	\$ 15,960
TBD Research Manager	5	\$ 43,750			\$ -	\$ 43,750
Research Manager Benefits (45.6%)		\$ 19,950			\$ -	\$ 19,950
Paul Martinez Salary	1	\$ 10,329			\$ -	\$ 10,329
Martinez Benefits (45.6%)		\$ 4,710			\$ -	\$ 4,710
Ed Tomany	1	\$ 9,060			\$ -	\$ 9,060
Tomany Benefits (45.6%)		\$ 4,132			\$ -	\$ 4,132
Michael McCrearry Salary	9	\$ 68,985			\$ -	\$ 68,985
McCrearry Benefits (45.6%)		\$ 31,457			\$ -	\$ 31,457
Sabinra Izquierdo	3	\$ 16,871			\$ -	\$ 16,871
Izquierdo Benefts (50.3%)		\$ 8,486			\$ -	\$ 8,486
Yanina Gori	9	\$ 70,875			\$ -	\$ 70,875
Gori Benefits (45.6%)		\$ 32,319			\$ -	\$ 32,319
Sara Rahmanian-Koushkaki Salary	9	\$ 78,747			\$ -	\$ 78,747
Rahmanian-Koushkaki Benefits (45.6%)		\$ 35,909			\$ -	\$ 35,909
Isabel Garcia-Hernandez Salary	1.8	\$ 10,123			\$ -	\$ 10,123
Isabel Benefits (50.3%)		\$ 5,092			\$ -	\$ 5,092
Total Other Personnel		\$ 557,709	\$ -	\$ -	\$ -	\$ 557,709
Equipment		\$ -			\$ -	\$ -
Total Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Travel Costs						
Domestic Travel		\$ 8,188			\$ -	\$ 8,188
Foreign Travel		\$ -			\$ -	\$ -
Total Travel Costs		\$ 8,188	\$ -	\$ -	\$ -	\$ 8,188
Other Direct Costs						
Contractor: Alison Klurfeld		\$ 10,800			\$ -	\$ 10,800
Supplies (PMHP)		\$ 2,000			\$ -	\$ 2,000
Computers, Accessories, & AppleCare (PMHP)		\$ 10,600			\$ -	\$ 10,600
Software (PMHP)		\$ 3,665			\$ -	\$ 3,665
Food for interviews or focus groups (PMHP)		\$ 1,300			\$ -	\$ 1,300
Interview incentives (PMHP)		\$ 2,400			\$ -	\$ 2,400
PMHP Transcription Costs		\$ 6,750			\$ -	\$ 6,750
Report Design		\$ 1,000			\$ -	\$ 1,000
UC Berkeley Communications Recharge (\$5069/unit)		\$ 10,138			\$ -	\$ 10,138
Tuition/Fees/Health Insurance		\$ -			\$ -	\$ -
GAEL		\$ 8,945			\$ -	\$ 8,945
Computing (CPL)		\$ 9,456			\$ -	\$ 9,456
Technology Infrastructure Fee (\$43.96 per non-summer FTE month)		\$ 2,528			\$ -	\$ 2,528
Total Other Direct Costs		\$ 69,582	\$ -	\$ -	\$ -	\$ 69,582
Total Direct Costs		\$ 837,824	\$ -	\$ -	\$ -	\$ 837,824
Total Indirect Costs (35% TDC)		\$ 293,239			\$ -	\$ 293,239
Total Costs		\$ 1,131,063	\$ -	\$ -	\$ -	\$ 1,131,063

Name & Tile of Authorized Staff	Signature	Date
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County of Los Angeles - Department of Mental Health
INVOICE

Agency Name:
Contract Number: MH
Date Submitted:
To: APSEUInquiry@dmh.lacounty.gov

Invoice Amount
Contract Amount: FY 2026-27 \$ 1,036,205

Invoice #

	Budget		Actual Expense			Remaining Balance
	Effort Months	S&EB Prorated	Previous Month (YTD)	Current Month	Current YTD	
Personnel						
Senior/Key Personnel						
Peter Casey (co-Investigator) Salary	2.4	\$ 32,720			\$ -	\$ 32,720
Casey Benefits (45.6%)		\$ 14,921			\$ -	\$ 14,921
Elizabeth Bromley (co-Investigator) Salary	1.8	\$ 46,751			\$ -	\$ 46,751
Bromley Benefits (32.4%)		\$ 15,147			\$ -	\$ 15,147
Janey Rountree Salary	0.5	\$ 9,220			\$ -	\$ 9,220
Rountree Benefits (45.6%)		\$ 4,204			\$ -	\$ 4,204
Lisa Davis (co-Investigator) Salary	1.8	\$ 24,572			\$ -	\$ 24,572
Davis Benefits (45.6%)		\$ 11,205			\$ -	\$ 11,205
Total Senior/Key Personnel		\$ 158,740	\$ -	\$ -	\$ -	\$ 158,740
Other Personnel						
Dean Obermark Salary	5	\$ 40,352			\$ -	\$ 40,352
Obermark Benefits (45.6%)		\$ 18,400			\$ -	\$ 18,400
TBD Analyst	5	\$ 36,750			\$ -	\$ 36,750
Analyst Benefits (45.6%)		\$ 16,758			\$ -	\$ 16,758
TBD Research Manager	5	\$ 45,937			\$ -	\$ 45,937
Research Manager Benefits (45.6%)		\$ 20,947			\$ -	\$ 20,947
Paul Martinez Salary	0	\$ -			\$ -	\$ -
Martinez Benefits (45.6%)		\$ -			\$ -	\$ -
Ed Tomany	0.5	\$ 4,757			\$ -	\$ 4,757
Tomany Benefits (45.6%)		\$ 2,169			\$ -	\$ 2,169
Michael McCrearry Salary	9	\$ 72,434			\$ -	\$ 72,434
McCrearry Benefits (45.6%)		\$ 33,030			\$ -	\$ 33,030
Sabinra Izquierdo	3	\$ 17,715			\$ -	\$ 17,715
Izquierdo Benefits (50.3%)		\$ 8,911			\$ -	\$ 8,911
Yanina Gori	9	\$ 74,419			\$ -	\$ 74,419
Gori Benefits (45.6%)		\$ 33,935			\$ -	\$ 33,935
Sara Rahmanian-Koushkaki Salary	9	\$ 82,684			\$ -	\$ 82,684
Rahmanian-Koushkaki Benefits (45.6%)		\$ 37,704			\$ -	\$ 37,704
Isabel Garcia-Hernandez Salary	1.8	\$ 10,629			\$ -	\$ 10,629
Isabel Benefits (50.3%)		\$ 5,346			\$ -	\$ 5,346
Total Other Personnel		\$ 562,878	\$ -	\$ -	\$ -	\$ 562,878
Equipment		\$ -			\$ -	\$ -
Total Equipment Costs		\$ -	\$ -	\$ -	\$ -	\$ -
Travel Costs						
Domestic Travel		\$ 4,821			\$ -	\$ 4,821
Foreign Travel		\$ -			\$ -	\$ -
Total Travel Costs		\$ 4,821	\$ -	\$ -	\$ -	\$ 4,821
Other Direct Costs						
Contractor: Alison Klurfeld		\$ 8,100			\$ -	\$ 8,100
Supplies (PMHP)		\$ 1,000			\$ -	\$ 1,000
Computers, Accessories, & AppleCare (PMHP)		\$ -			\$ -	\$ -
Software (PMHP)		\$ 4,800			\$ -	\$ 4,800
Food for interviews or focus groups (PMHP)		\$ 660			\$ -	\$ 660
Interview incentives (PMHP)		\$ 1,200			\$ -	\$ 1,200
PMHP Transcription Costs		\$ 3,375			\$ -	\$ 3,375
Report Design		\$ 1,000			\$ -	\$ 1,000
UC Berkeley Communications Recharge (\$5069/unit)		\$ 10,138			\$ -	\$ 10,138
Tuition/Fees/Health Insurance		\$ -			\$ -	\$ -
GAEL		\$ 8,482			\$ -	\$ 8,482
Computing (CPL)		\$ -			\$ -	\$ -
Technology Infrastructure Fee (\$43.96 per non-summer FTE month)		\$ 2,365			\$ -	\$ 2,365
Total Other Direct Costs		\$ 41,120	\$ -	\$ -	\$ -	\$ 41,120
Total Direct Costs			\$ -	\$ -	\$ -	\$ 767,559
Total Indirect Costs (35% TDC)					\$ -	\$ 268,646
Total Costs			\$ -	\$ -	\$ -	\$ 1,036,204

Name & Title of Authorized Staff

Signature

Date

COUNTY'S ADMINISTRATIONCONTRACT NO. MH010146**DIRECTOR OF MENTAL HEALTH:**Name: Lisa H. Wong, Psy.DTitle: DirectorAddress: 510 S. Vermont AvenueLos Angeles, CA 90020Telephone: (213) 947-6670E-Mail Address: LWong@dmh.lacounty.gov**COUNTY PROGRAM MANAGER:**Name: La Tina JacksonTitle: Deputy DirectorAddress: 6800 Owensmouth Ave., Ste. 160Canoga Park, CA 91303Telephone: (213) 610-6717E-Mail Address: LTJackson@dmh.lacounty.gov**COUNTY PROGRAM MONITOR:**Name: Gabriela RamirezTitle: MH Program Manager IIAddress: 11080 W. Olympic Blvd.Los Angeles, CA 90064Telephone: (213) 840-6453E-Mail Address: GRamirez@dmh.lacounty.gov**COUNTY CONTRACT ADMINISTRATOR**Name: Carolyn MenasaghanianTitle: Administrative Services Manager IIAddress: 510 S. Vermont Avenue, 20th FloorLos Angeles CA, 90020Telephone: (213) 213-947-6344E-Mail Address: CMenasaghanian@dmh.lacounty.gov

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME: The Regents of the University of California, Los Angeles**CONTRACT NO:** MH010146**CONTRACTOR'S CONTRACT MANAGER**Name: Title: Address: Telephone: Facsimile: E-Mail Address: **CONTRACT'S AUTHORIZED OFFICIAL(S)**Name: Paula NobleTitle: DirectorAddress: UCLA Office of Contract & Grant Administration10889 Wilshire Blvd., Suite 700, Los Angeles, CA 90095Telephone: 310-794-0216Facsimile: E-Mail Address: paula.noble@research.ucla.edu**Notices to the Contractor shall be sent to the following:**Name: Title: Address: Telephone: Facsimile: E-Mail Address:

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name: The Regents of the University of
California, Los Angeles

Contract No MH010146

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 must keep such information confidential.

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

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

SIGNATURE: _____

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

PRINTED NAME: Paula Noble

POSITION: Director

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

Contractor Name: The Regents of the University of California, Los Angeles Contract No MH010146

Non-Employee Name: [Click or tap here to enter text.](#)

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: [Click or tap here to enter text.](#)

PRINTED NAME: Paula Noble

POSITION: Director

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

Any fire station. Any hospital. Any time.



1.877.222.9723

BabySafeLA.org

No shame | No blame | No names



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

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

FIVE THINGS YOU NEED TO KNOW ABOUT BABY SAFE SURRENDER

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

No shame | No blame | No names



ABOUT THE BABY SAFE SURRENDER PROGRAM

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

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

No shame | No blame | No names

ANY FIRE STATION.
ANY HOSPITAL.
ANY TIME.

1.877.222.9723
BabySafeLA.org

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



No shame | No blame | No names





FROM SURRENDER TO ADOPTION: ONE BABY'S STORY

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

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

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

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

ANSWERS TO YOUR QUESTIONS

Who is legally allowed to surrender the baby?

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

Do you need to call ahead before surrendering a baby?

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

What information needs to be provided?

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

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

How can a parent get a baby back?

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

If you're unsure of what to do:

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

1.877.222.9723 or BabySafeLA.org

English, Spanish and 140 other languages spoken.

LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
MENTAL HEALTH SERVICES ACT (MHSA)
ISSUE RESOLUTION PROCESS (IRP) GUIDELINES

A. Los Angeles County Department of Mental Health (local) Issue Resolution Principles:

Issues regarding MHSA should initially be addressed at the local level¹. The local process should be completed in an expedient manner, with decisions being consistent with MHSA statutes and regulations. General principles and processes for a local MHSA issue resolution process should include:

1. The right for an Issue Filer to bring an issue forward.
2. The review of an issue by an impartial body.
3. Written notification of the outcome to the Issue Filer.

B. Issues Appropriate for this Process:

1. Allegations of lack of access to appropriate mental health services;
2. Violation of statute or regulations relating to use of MHSA funds;
3. Non-compliance with the General Standards pursuant to Welfare and Institutions Code §3320²
4. Inconsistency between the approved MHSA Plan and its implementation;
5. Concerns that the local MHSA Community Program Planning Process does not meet requirements of State law and/or regulation; and
6. Allegations that the use of MHSA funds will result in supplantation.

C. How to Submit an MHSA Issue:

A filer has three options to submit an issue:

1. An issue can be filed with a provider/facility.
 - a. The filer will follow the process put in place by the provider/facility.
 - b. All facilities must keep a MHSA issue log that tracks any issues that are filed at the facility related to care provided using MHSA dollars. The log must include the nature of the issue, the disposition of any investigation into the issue, and if the investigation has been closed what was the outcome. A copy of the log needs to be emailed securely to DMH on a quarterly basis (September 30th, December 31st, March 31st and June 30th): mhsadmin@dmh.lacounty.gov.
2. An issue can be filed using the following link: [MHSA Issue Resolution Form](#)
3. An issue can be filed in person at 510 S. Vermont Avenue, 1st floor, Los Angeles, CA 90020.

D. What to Expect When Filing an Issue Using the Portal or In-Person

1. The MHSA Administration & Oversight Division will investigate the issue and try to resolve it.
2. If the issue is resolved, the Issue Filer will receive a notification of resolution in writing.

E. Process if the Filer Does Not Agree with the Local Resolution

If the filer does not agree with the local resolution, the filer may file an appeal with the following agencies:

- Department of Health Care Services (DHCS) at:
Department of Health Care Services
Mental Health Services Division
Attention: MHSA Issue Resolution Process
1500 Capitol Avenue, MS 2702
P.O. Box 997413
Sacramento, CA 95899-7 413
Phone: (916) 319-9758
Email: mhsa@dhcs.ca.gov
- Mental Health Services Oversight and Accountability Commission (MHSOAC)
1325 J Street, Suite 1700
Sacramento, CA 95814
Phone: (916) 445-8696
Fax: (916) 445-4927
Email: MHSOAC@mhsoc.ca.gov

The IRP is subject to revision as needed.

¹ As a general rule, DHCS will require that the local issue resolution process be accessed and exhausted but understands that, in some instances, this may not be possible. Each case will be reviewed accordingly.

² Community Collaboration. Cultural Competence, Client Driven, Family Driven. Wellness, Recovery, and Resilience Focused, and Integrated Service Experiences for clients and their families.



INFORMATION SECURITY AND PRIVACY REQUIREMENTS FOR CONTRACTS

The County of Los Angeles (“County”) is committed to safeguarding the Integrity of County Systems, Data, and Information, and to protecting the privacy rights of the individuals that it serves. This Information Security and Privacy Requirements Exhibit (“Exhibit”) sets forth the County and the Contractor’s commitment and agreement to fulfill each of their obligations under applicable State or federal laws, rules, or regulations, as well as applicable industry standards concerning privacy, data protections, information security, confidentiality, availability, and integrity of such information. The Information Security and Privacy requirements and procedures in this Exhibit are to be established by the Contractor before the Effective Date of the Contract and maintained throughout the term of the Contract.

These requirements and procedures are a minimum standard and are in addition to the requirements of the underlying base agreement between the County and Contractor (the “Contract”) and any other agreements between the parties. However, it is the Contractor’s sole obligation to: (i) implement appropriate and reasonable measures to secure and protect its systems and all County Information against internal and external Threats and Risks; and (ii) continuously review and revise those measures to address ongoing Threats and Risks. Failure to comply with the minimum requirements and procedures set forth in this Exhibit will constitute a material, non-curable breach of Contract by the Contractor, entitling the County – in addition to the cumulative of all other remedies available to it at law, in equity, or under the Contract – to immediately terminate the Contract. To the extent there are conflicts between this Exhibit and the Contract, this Exhibit will prevail unless stated otherwise.

1. DEFINITIONS

Unless otherwise defined in the Contract, the definitions herein contained are specific to the uses within this Exhibit.

- a. **Artificial Intelligence (AI):** technologies used to simulate human intelligence and are programmed to think like humans and mimic their actions in the collection, design, interoperability, and management of data.
- b. **Availability:** the condition of Information being accessible and usable upon demand by an authorized entity (user, process, device).
- c. **Breach:** the acquisition, access, use, or disclosure of unsecured PHI or PII in a manner not permitted under applicable law, which compromises the security and privacy of such information as defined under Health Insurance Portability and Accountability Act (HIPAA).
- d. **Confidentiality:** the condition that Information is not disclosed to system entities (users, processes, devices) unless they have been authorized to access the Information.

- e. **County Information:** all Data and Information belonging to the County.
- f. **Data:** a subset of Information comprised of qualitative or quantitative values.
- g. **Incident:** a suspected, attempted, successful, or imminent Threat of unauthorized electronic and/or physical access, use, disclosure, breach, modification, or destruction of information; Interference with information technology operations; or significant violation of County policy.
- h. **Information:** any communication or representation of knowledge or understanding such as facts, Data, or opinions in any medium or form, including electronic, textual, numerical, graphic, cartographic, narrative, or audiovisual.
- i. **Information Security Policy:** high level statements of intention and direction of an organization used to create an organization's Information Security Program as formally expressed by its top management.
- j. **Information Security Program:** formalized and implemented information security policies, standards and procedures that are documented describing the program management safeguards and common controls in place or those planned for meeting the County's information security requirements.
- k. **Information Technology:** any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of Data or Information.
- l. **Integrity:** the condition whereby Data or Information has not been improperly modified or destroyed and authenticity of the Data or Information can be ensured.
- m. **Mobile Device Management (MDM):** software that allows Information Technology administrators to control, secure, and enforce policies on smartphones, tablets, and other endpoints.
- n. **Privacy Policy:** high level statements of intention and direction of an organization used to create an organization's Privacy Program as formally expressed by its top management.
- o. **Privacy Program:** A formal document that provides an overview of an organization's privacy program, including a description of the structure of the privacy program, the resources dedicated to the privacy program, the role of the organization's privacy official and other staff, the strategic goals and objectives of the Privacy Program, and the program management controls and common controls in place or planned for meeting applicable privacy requirements and managing privacy risks.
- p. **Protected Health Information (PHI):** individually identifiable health information, in any form or medium, that is transmitted or maintained by the Contractor, as defined in 45 C.F.R. § 160.103, and is subject to the requirements of HIPAA and its implementing regulations.

- q. **Risk:** a measure of the extent to which the County is threatened by a potential circumstance or event, Risk is typically a function of: (i) the adverse impacts that would arise if the circumstance or event occurs; and (ii) the likelihood of occurrence.
- r. **Threat:** any circumstance or event with the potential to adversely impact County operations (including mission, functions, image, or reputation), organizational assets, individuals, or other organizations through an Information System via unauthorized access, destruction, disclosure, modification of Information, and/or denial of service.
- s. **Vulnerability:** a weakness in a system, application, network or process that is subject to exploitation or misuse.
- t. **Workforce Member:** employees, volunteers, and other persons whose conduct, in the performance of work for Los Angeles County, is under the direct control of Los Angeles County, whether or not they are paid by Los Angeles County. This includes, but may not be limited to, full and part time elected or appointed officials, employees, affiliates, associates, students, volunteers, and staff from third party entities who provide service to the County.

2. INFORMATION SECURITY AND PRIVACY PROGRAMS

- a. **Information Security Program.** The Contractor must maintain a company-wide Information Security Program designed to evaluate Risks to the Confidentiality, Availability, and Integrity of the County Information covered under this Contract.

Contractor's Information Security Program must include the creation and maintenance of Information Security Policies, standards, and procedures. Information Security policies, standards, and procedures will be communicated to all Contractor employees in a relevant, accessible, and understandable form and will be regularly reviewed and evaluated to ensure operational effectiveness, compliance with all applicable laws and regulations, and addresses new and emerging Threats and Risks.

The Contractor must exercise the same degree of care in safeguarding and protecting County information that the Contractor exercises with respect to its own information and data and, at a minimum, a reasonable degree of care. The Contractor will implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, availability, and integrity, of County information.

The Contractor's Information Security Program must:

- Prohibit the implementation or use of AI technologies for data management; including data collection, data storage, data retrieval, data sharing and reporting without written approval from the Department of Mental Health's Chief Information Officer and Information Security Officer;

- Protect the Confidentiality, Integrity, and Availability of County information in the Contractor's possession or control;
 - Protect against any anticipated Threats or hazards to the confidentiality, Integrity, and Availability of County Information;
 - Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
 - Protect against accidental loss or destruction of, or damage to, County Information; and
 - Safeguard County Information in compliance with any applicable laws and regulations which apply to the Contractor.
- b. Privacy Program.** The Contractor must establish and maintain a company-wide Privacy Program designed to incorporate Privacy Policies and practices in its business operations to provide safeguards for Information, including County Information. The Contractor's Privacy Program must include the development of, and ongoing reviews and updates to, Privacy Policies, guidelines, procedures and appropriate workforce privacy training within its organization. These Privacy Policies, guidelines, procedures, and appropriate training will be provided to all Contractor employees, agents, and volunteers. The Contractor's Privacy Policies, guidelines, and procedures must be continuously reviewed and updated for effectiveness and compliance with applicable laws and regulations, and to appropriately respond to new and emerging Threats and Risks. The Contractor's Privacy Program must include performing ongoing monitoring and audits of operations to identify and mitigate privacy Threats.

The Contractor must exercise the same degree of care in safeguarding and protecting County information that the Contractor exercises with respect to its own information and data and, at a minimum, a reasonable degree of care. The Contractor will implement, maintain, and use appropriate privacy practices and protocols to preserve the Confidentiality of County Information.

The Contractor's Privacy Program must include:

- A Privacy Program framework that identifies and ensures that the Contractor complies with all applicable laws and regulations;
- External Privacy Policies, and internal privacy policies, procedures and controls to support the privacy program;
- Protections against unauthorized or unlawful access, use, disclosure, alteration, or destruction of County Information;
- A training program that covers Privacy Policies, protocols and awareness;
- A response plan to address privacy Incidents and privacy breaches; and
- Ongoing privacy assessments and audits.

3. PROPERTY RIGHTS TO COUNTY INFORMATION

All County Information is deemed property of the County, and the County will retain exclusive rights and ownership thereto. County Information must not be used by the

Contractor for any purpose other than as required under the Contract, nor will such or any part of such be disclosed, sold, assigned, leased, or otherwise disposed of, to third parties by the Contractor, or commercially exploited or

otherwise used by, or on behalf of, the Contractor, its officers, directors, employees, or agents. The Contractor may assert no lien on or right to withhold from the County any County Information it receives from, receives addressed to, or stores on behalf of the County. Notwithstanding the foregoing, the Contractor may aggregate, compile, and use County Information in order to improve, develop or enhance the System Software and/or other services offered, or to be offered, by the Contractor, provided that (i) no County Information in such aggregated or compiled pool is identifiable as originating from, or can be traced back to, the County, and (ii) such Data or Information cannot be associated or matched with the identity of an individual alone, or linkable to a specific individual. The Contractor specifically consents to the County's access to such County Information held, stored, or maintained on any and all devices Contractor owns, leases or possesses.

4. CONTRACTOR'S USE OF COUNTY INFORMATION

The Contractor may use County Information only as necessary to carry out its obligations under the Contract. The Contractor must collect, maintain, or use County Information only for the purposes specified in the Contract and, in all cases, in compliance with all applicable local, State, and federal laws and regulations governing the collection, maintenance, transmission, dissemination, storage, use, and destruction of County Information including, but not limited to, (i) any State and federal law governing the protection of personal Information, (ii) any State and federal security breach notification laws, and (iii) the rules, regulations and directives of the Federal Trade Commission, as amended from time to time.

5. SHARING COUNTY INFORMATION AND DATA

The Contractor must not share, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means, County Information to a third party for monetary or other valuable consideration.

6. CONFIDENTIALITY

a. Confidentiality of County Information. The Contractor agrees that all County Information is confidential and proprietary to the County regardless of whether such information was disclosed intentionally or unintentionally or marked as "confidential". All County Information received by the Contractor must be marked in writing as "Confidential". Notwithstanding the foregoing, failure to mark any document containing Confidential Information as "Confidential" prior to disclosure will not exempt it from confidential treatment.

b. Disclosure of County Information. The Contractor may disclose County Information only as necessary to carry out its obligations under the Contract, or as required by law, and is prohibited from using County Information for any other purpose without the prior express written approval of the County's Contract administrator in consultation with the County's Chief Information Security Officer and/or Chief Privacy Officer. If required by a court of competent

jurisdiction or an administrative body to disclose County Information, the Contractor must notify the County's Contract administrator immediately and prior to any such disclosure, to provide the County an opportunity to oppose or otherwise respond to such disclosure, unless prohibited by law from doing so.

- c. **Disclosure Restrictions of Non-Public Information.** While performing work under the Contract, the Contractor may encounter County non-public information ("NPI") including, but not limited to, licensed technology, drawings, schematics, manuals, sealed court records, and other materials described and/or identified as "Internal Use", "Confidential" or "Restricted" as defined in Board of Supervisors' Policy 6.104 – Information Classification Policy as NPI. The Contractor must not disclose or publish any County NPI and/or material received or used in performance of the Contract. This obligation is perpetual.
- d. **Individual Requests.** The Contractor must acknowledge any request or instruction from the County regarding the exercise of any individual's privacy rights provided under applicable federal or State laws. The Contractor must have in place appropriate policies and procedures to promptly respond to such requests and comply with any request or instructions from the County within seven calendar days. If an individual makes a request directly to the Contractor involving County Information, the Contractor must notify the County within five calendar days and the County will coordinate an appropriate response, which may include instructing the Contractor to assist in fulfilling the request. Similarly, if the Contractor receives a privacy or security complaint from an individual regarding County Information, the Contractor must notify the County as described in Section 14 below, SECURITY AND PRIVACY INCIDENTS, and the County will coordinate an appropriate response.
- e. **Retention of County Information.** The Contractor must not retain any County Information for any period longer than necessary for the Contractor to fulfill its obligations under the Contract and applicable law, whichever is longest.

7. CONTRACTOR EMPLOYEES

The Contractor must require all employees, agents, and volunteers to abide by the requirements in this Exhibit and as set forth in the Contract, and must require all employees, agents, and volunteers to sign an appropriate written Confidentiality/non-disclosure agreement with the Contractor.

The Contractor must supply each of its employees with appropriate annual training regarding Information Security procedures, Risks, and Threats. The Contractor agrees that training will cover, but may not be limited to the following topics:

- a. **Secure Authentication:** The importance of utilizing secure authentication, including proper management of authentication credentials (login name and password) and multi-factor authentication.
- b. **Social Engineering Attacks:** Identifying different forms of social engineering including, but not limited to, phishing, phone scams, and impersonation calls.

- c. **Handling of County Information:** The proper identification, storage, transfer, archiving, and destruction of County Information.
- d. **Causes of Unintentional Information Exposure:** Provide awareness of causes of unintentional exposure of Information such as lost mobile devices, emailing Information to inappropriate recipients, etc.
- e. **Identifying and Reporting Incidents:** Awareness of the most common indicators of an Incident and how such indicators should be reported within the organization.
- f. **Privacy:** The Contractor's Privacy Policies and procedures as described in Section 2b above, Privacy Program.

The Contractor must have an established set of procedures to ensure the Contractor's employees promptly report actual and/or suspected breaches of security.

8. SUBCONTRACTORS AND THIRD PARTIES

The County acknowledges that in the course of performing its services, the Contractor may desire or require the use of goods, services, and/or assistance of Subcontractors or other third parties or suppliers. The terms of this Exhibit will also apply to all Subcontractors and third parties. The Contractor or third party will be subject to the following terms and conditions: (i) each Subcontractor and third party must agree in writing to comply with and be bound by the applicable terms and conditions of this Exhibit, both for itself and to enable the Contractor to be and remain in compliance with its obligations hereunder, including those provisions relating to Confidentiality, Integrity, Availability, disclosures, security, and such other terms and conditions as may be reasonably necessary to effectuate the Contract including this Exhibit; and (ii) the Contractor will be and remain fully liable for the acts and omissions of each Subcontractor and third party, and fully responsible for the due and proper performance of all Contractor obligations under the Contract.

The Contractor must obtain advanced approval from the County's Chief Information Security Officer and/or Chief Privacy Officer prior to subcontracting services subject to this Exhibit.

9. STORAGE AND TRANSMISSION OF COUNTY INFORMATION

All County information should be protected via encryption whether at rest or during transport so as to prevent unauthorized individuals the ability to read, use or decipher said information. The Contractor will encrypt all workstations, portable devices (such as mobile, wearables, and tablets), removable media (such as portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media), servers (whether virtual or physical) and/or systems (including Cloud platforms, infrastructure and services) that store County Information in accordance with Federal Information Processing

Standard (FIPS) 140-2 or otherwise approved by DMH's Information Security Officer.

The Contractor will encrypt County Information transmitted on networks outside of the Contractor's control with the latest or 1 version removed from latest, Transport Layer Security (TLS) or Internet Protocol Security (IPSec), which uses a minimum cipher strength of 128 bit or higher. Contractor must request and be granted approval by DMH's Information Security Officer in order to use an alternative or equivalent secure transmission protocol or method.

In addition, the Contractor must request and be granted approval by DMH's Information Security Officer in order to store County Information on any cloud infrastructure, platform service or in any other online storage provider.

All mobile devices storing County Information must be managed by a Mobile Device Management system. Such system must provide provisions to enforce a password/passcode on enrolled mobile devices. All workstations/Personal Computers (including laptops, 2-in-1s, and tablets) will maintain the latest operating system security patches, and the latest virus definitions. Virus scans must be performed at least monthly. Request for less frequent scanning must be approved in writing by the DMH's Information Security Officer.

10. RETURN OR DESTRUCTION OF COUNTY INFORMATION

The Contractor must return or destroy County Information in the manner prescribed in this Section unless the Contract prescribes procedures for returning or destroying County Information and those procedures are no less stringent than the procedures described in this Section.

a. Return or Destruction. Upon County's written request, or upon expiration or termination of the Contract for any reason, Contractor must (i) promptly return or destroy, at the County's option, all originals and copies of all documents and materials it has received containing County Information; or (ii) if return or destruction is not permissible under applicable law, continue to protect such Information in accordance with the terms of the Contract; and (iii) deliver or destroy, at the County's option, all originals and copies of all summaries, records, descriptions, modifications, negatives, drawings, adoptions and other documents or materials, whether in writing or in machine-readable form, prepared by the Contractor, prepared under its direction, or at its request, from the documents and materials referred to in Subsection (i) of this Section. For all documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be returned to the County, the Contractor must provide a written attestation on company letterhead certifying that all documents and materials have been delivered to the County. For documents or materials referred to in Subsections (i) and (ii) of this Section that the County requests be destroyed, the Contractor must provide an attestation on company letterhead and certified documentation from a media destruction firm consistent with subdivision b of this Section. Upon termination or expiration of the Contract or at any time upon the County's request, the Contractor must return all

hardware, if any, provided by the County to the Contractor. The hardware should be physically sealed and returned via a bonded courier, or as otherwise directed by the County.

- b. Method of Destruction.** The Contractor must destroy all originals and copies by (i) cross-cut shredding paper, film, or other hard copy media so that the Information cannot be read or otherwise reconstructed; and (ii) purging, or destroying electronic media containing County Information consistent with NIST Special Publication 800-88, "Guidelines for Media Sanitization" such that the County Information cannot be retrieved. The Contractor will provide an attestation on company letterhead and certified documentation from a media destruction firm, detailing the destruction method used and the County Information involved, the date of destruction, and the company or individual who performed the destruction. Such statement will be sent to the designated County contract manager within 10 days of termination or expiration of the Contract or at any time upon the County's request. On termination or expiration of this Contract, the County will return or destroy all Contractor's Information marked as confidential (excluding items licensed to the County hereunder, or that provided to the County by the Contractor hereunder) at the County's option.

11. PHYSICAL AND ENVIRONMENTAL SECURITY

All Contractor facilities that process County Information will be located in secure areas and protected by perimeter security such as barrier access controls (e.g., the use of guards and entry badges) that provide a physically secure environment from unauthorized access, damage, and interference.

All Contractor facilities that process County Information will be maintained with physical and environmental controls (temperature and humidity) that meet or exceed hardware manufacturer's specifications.

12. OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY

The Contractor must: (i) monitor and manage all of its Information processing facilities, including, without limitation, implementing operational procedures, change management, and Incident response procedures consistent with Section 14 below, SECURITY AND PRIVACY INCIDENTS; (ii) deploy adequate anti-malware software and adequate back-up systems to ensure essential business Information can be promptly recovered in the event of a disaster or media failure; and (iii) ensure its operating procedures are adequately documented and designed to protect Information and computer media from theft and unauthorized access.

The Contractor must have business continuity and disaster recovery plans. These plans must include a geographically separate back-up data center and a formal framework by which an unplanned event will be managed to minimize the loss of County Information and services. The formal framework includes a defined back-up policy and associated procedures, including documented policies and

procedures designed to: (i) perform back-up of data to a remote back-up data center in a scheduled and timely manner; (ii) provide effective controls to safeguard backed-up data; (iii) securely transfer County Information to and from back-up location; (iv) fully restore applications and operating systems; and (v) demonstrate periodic testing of restoration from back-up location. If the Contractor makes backups to removable media (as described in Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION), all such backups must be encrypted in compliance with the encryption requirements noted above in Section 9, STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

13. ACCESS CONTROL

Subject to, and without limiting the requirements under Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION, County Information (i) may only be made available and accessible to those parties explicitly authorized under the Contract or otherwise expressly approved by the County Project Director or Project Manager in writing; and (ii) if transferred using removable media (as described in Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION) must be sent via a bonded courier and protected using encryption technology designated by the Contractor and approved by the County's Chief Information Security Officer in writing. The foregoing requirements will apply to back-up media stored by the Contractor at off-site facilities.

The Contractor must implement formal procedures to control access to County systems, services, and/or Information, including, but not limited to, user account management procedures and the following controls:

- a. Network access to both internal and external networked services must be controlled, including, but not limited to, the use of industry standard and properly configured firewalls;
- b. Operating systems will be used to enforce access controls to computer resources including, but not limited to, multi-factor authentication, use of virtual private networks (VPN), authorization, and event logging;
- c. The Contractor will conduct regular, no less often than semi-annually, user access reviews to ensure that unnecessary and/or unused access to County Information is removed in a timely manner;
- d. Applications will include access control to limit user access to County Information and application system functions;
- e. All systems will be monitored to detect deviation from access control policies and identify suspicious activity. The Contractor must record, review and act upon all events in accordance with Incident response policies set forth in Section 14 below, SECURITY AND PRIVACY INCIDENTS; and
- f. In the event any hardware, storage media, or removable media (as described in Section 9 above, STORAGE AND TRANSMISSION OF COUNTY

INFORMATION) must be disposed of or sent off-site for servicing, the Contractor must ensure all County Information has been eradicated from such hardware and/or media using industry best practices as discussed in Section 9 above, STORAGE AND TRANSMISSION OF COUNTY INFORMATION.

14. SECURITY AND PRIVACY INCIDENTS

In the event of a Security or Privacy Incident, the Contractor must:

- a. Notify the County's Chief Information Security Officer, the DMH Departmental Information Security Officer and Privacy Officer, and the County's Chief Privacy Officer of any Incidents involving County Information, within 24 hours of detection of the Incident. All notifications must be submitted via encrypted email and telephone.

Chief Information Security Officer:

James Thurmond
Chief Information Security Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
Phone: (213) 253-5660

Chief Privacy Officer:

Lillian Russell
Chief Privacy Officer
320 W Temple, 7th Floor
Los Angeles, CA 90012
Phone: (213) 351-5363

County Chief Information Security Officer and Chief Privacy Officer email

CISO-CPO_Notify@lacounty.gov

DMH Departmental Information Security Officer:

DMH Departmental Information Security Officer
510 S. Vermont Avenue, 16th Floor
Los Angeles, CA 90020
Phone: (213) 651-7224

DMH Departmental Information Security Officer email:

InformationSecurity@dmh.lacounty.gov

DMH Privacy Officer

DMH HIPAA Privacy Unit
510 S. Vermont Avenue, 15th Floor
Los Angeles, CA 90020
Phone: (213) 943-9376

DMH HIPAA Privacy Officer email:

Privacy@dmh.lacounty.gov

- b. Include the following Information in all notices:
 - (i) The date and time of discovery of the Incident;
 - (ii) The approximate date and time of the Incident;
 - (iii) A description of the type of County Information involved in the reported Incident;
 - (iv) A summary of the relevant facts, including a description of measures being taken to respond to and remediate the Incident, and any planned corrective actions as they are identified; and

- (v) The name and contact information for the organization's official representative(s) with relevant business and technical information relating to the Incident.
- c. Unless otherwise stated by the County, Contractor will be solely responsible for investigating and mitigating any actual or suspected privacy incident or breach involving Protected Health Information (PHI) and Personal Identifiable Information (PII) arising from the performance of this agreement. Contractor will adhere to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Breach Notification Rule and all applicable federal, state and local privacy and security laws and regulations. Contractor must promptly implement corrective actions to prevent recurrence. Contractor will be liable for all reasonable costs and expenses incurred by the Contractor in connection with such investigation, mitigation, notifications, and any remedial actions required by law or regulation.
- d. Immediately initiate the appropriate portions of their Business Continuity and/or Disaster Recovery plans in the event of an Incident causing an interference with Information Technology operations.
- e. Assist and cooperate with forensic investigators, the County, law firms, and and/or law enforcement agencies at the direction of the County to help determine the nature, extent, and source of any Incident, and reasonably assist and cooperate with the County on any additional disclosures that the County is required to make as a result of the Incident.
- f. Allow the County, or its third-party designee at the County's election, to perform audits and tests of the Contractor's environment that may include, but are not limited to, interviews of relevant employees, reviews of documentation, or technical inspections of systems, as they relate to the receipt, maintenance, use, retention, and authorized destruction of County Information.

Notwithstanding any other provisions in the Contract and/or this Exhibit, the Contractor will be (i) liable for all damages and fines, (ii) responsible for all corrective action, and (iii) responsible for all notifications arising from an Incident involving County Information caused by the Contractor's weaknesses, negligence, errors, or lack of Information Security or privacy controls or provisions.

15. NON-EXCLUSIVE EQUITABLE REMEDY

The Contractor acknowledges and agrees that due to the unique nature of County Information there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may result in irreparable harm to the County, and therefore, that upon any such breach, the County will be entitled to appropriate equitable remedies, and may seek injunctive relief from a court of competent jurisdiction without the necessity of proving actual loss, in addition to whatever remedies are available within law or equity. Any breach of Section 6 above, CONFIDENTIALITY, will constitute a material breach of the Contract and be grounds for immediate termination of the Contract in the exclusive discretion of the County.

16. AUDIT AND INSPECTION

- a. Self-Audits.** The Contractor must periodically conduct audits, assessments, testing of the system of controls, and testing of Information Security and privacy procedures, including penetration testing, intrusion detection, and firewall configuration reviews. These periodic audits will be conducted by staff certified to perform the specific audit in question at Contractor's sole cost and expense through either (i) an internal independent audit function, (ii) a nationally recognized, external, independent auditor, or (iii) another independent auditor approved by the County.

The Contractor must have a process for correcting control deficiencies that have been identified in the periodic audit, including follow up documentation providing evidence of such corrections. The Contractor must provide the audit results and any corrective action documentation to the County promptly upon audit completion, at the County's request. With respect to any other report, certification, or audit or test results prepared or received by the Contractor that contains any County Information, the Contractor must promptly provide the County with copies of the same upon the County's reasonable request, including identification of any failure or exception in the Contractor's Information systems, products, and services, and the corresponding steps taken by the Contractor to mitigate such failure or exception. Any reports and related materials provided to the County pursuant to this Section must be provided at no additional charge to the County.

- b. County Requested Audits.** At its own expense, the County, or an independent third-party auditor commissioned by the County, will have the right to audit the Contractor's infrastructure, security and privacy practices, Data center, services and/or systems storing or processing County Information via an onsite inspection at least once a year. Upon the County's request, the Contractor must complete a questionnaire regarding Contractor's Information Security and/or program. The County will pay for the County requested audit unless the auditor finds that the Contractor has materially breached this Exhibit, in which case the Contractor will bear all costs of the audit; and if the audit reveals material non-compliance with this Exhibit, the County may exercise its termination rights under the Contract.

Such audit will be conducted during the Contractor's normal business hours with reasonable advance notice, in a manner that does not materially disrupt or otherwise unreasonably and adversely affect the Contractor's normal business operations. The County's request for the audit will specify the scope and areas (e.g., Administrative, Physical, and Technical) that are subject to the audit and may include, but are not limited to physical controls inspection, process reviews, policy reviews, evidence of external and internal Vulnerability scans, penetration test results, evidence of code reviews, and evidence of system configuration and audit log reviews. It is understood that the results may be filtered to remove the specific Information of other Contractor customers such as IP address, server names, etc. The Contractor must cooperate with the County in the development of the scope and methodology for the audit, and the

timing and implementation of the audit. This right of access will extend to any regulators with oversight of the County. The Contractor agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

When not prohibited by regulation, the Contractor will provide to the County a summary of: (i) the results of any security audits, security reviews, or other relevant audits, conducted by the Contractor or a third party; and (ii) corrective

actions or modifications, if any, the Contractor will implement in response to such audits.

- c. **Federally Mandated Audits**, The Health Information Technology for Economic and Clinical Health (HITECH) Act requires the Office Of Civil Rights (OCR) within the Department of Health and Human Services (HHS) to periodically audit covered entities and business associates for their compliance with the HIPAA Privacy, Security, and Breach Notification Rules. The Contractor will promptly notify the County of any OCR audit or investigation and will keep the County informed of the progress and results of such audit or investigation. The Contractor will also provide the County with copies of any reports, findings, or recommendations issued by the OCR as a result of the audit or investigation.

17. CYBER LIABILITY INSURANCE

The Contractor must secure and maintain cyber liability insurance coverage in the manner prescribed in this section unless the Contract prescribes cyber liability insurance coverage provisions and those provisions are no less stringent than those described in this section.

The Contractor must secure and maintain cyber liability insurance coverage with limits of at least \$2 million per occurrence and in the aggregate during the term of the Contract, including coverage for: network security liability; privacy liability; privacy regulatory proceeding defense, response, expenses and fines; technology professional liability (errors and omissions); privacy breach expense reimbursement (liability arising from the loss or disclosure of County Information no matter how it occurs); system breach; denial or loss of service; introduction, implantation, or spread of malicious software code; unauthorized access to or use of computer systems; and Data/Information loss and business interruption; any other liability or risk that arises out of the Contract. The Contractor must add the County as an additional insured to its cyber liability insurance policy and provide to the County certificates of insurance evidencing the foregoing upon the County's request. The procuring of the insurance described herein, or delivery of the certificates of insurance described herein, must not be construed as a limitation upon the Contractor's liability or as full performance of its indemnification obligations hereunder. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

18. PRIVACY AND SECURITY INDEMNIFICATION

In addition to the indemnification provisions in the Contract, the Contractor agrees to indemnify, defend, and hold harmless the County, its Special Districts, elected

and appointed officers, agents, employees, and volunteers from and against any and all claims, demands liabilities, damages, judgments, awards, losses, costs, expenses or fees including reasonable attorneys' fees, accounting and other expert, consulting or professional fees, and amounts paid in any settlement arising from, connected with, or relating to :

- The Contractor's violation of any federal and State laws in connection with its accessing, collecting, processing, storing, disclosing, or otherwise using County Information;
- The Contractor's failure to perform or comply with any terms and conditions of the Contract or related agreements with the County; and/or,
- Any Information loss, breach of Confidentiality, or Incident involving any County Information that occurs on the Contractor's systems or networks (including all costs and expenses incurred by the County to remedy the effects of such loss, breach of Confidentiality, or Incident, which may include (i) providing appropriate notice to individuals and governmental authorities, (ii) responding to individuals' and governmental authorities' inquiries, (iii) providing credit monitoring to individuals, and (iv) conducting litigation and settlements with individuals and governmental authorities).

Notwithstanding the preceding sentences, the 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 County will be entitled 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.

19. CERTIFICATION

Within 10 business days of the receipt of this document, Contractor must complete and provide to County the Exhibit R "DMH Contractor's Compliance with Information Security Requirements" questionnaire (for itself and on behalf of its subcontractors) certifying that will be compliant with Los Angeles County Board of Supervisors' Policies and attest that it has implemented adequate controls to meet the expected Information Security minimum standard set forth above, at the commencement and during the term of the Contract.

In addition, Contractor must be prepared to provide supporting evidence upon request to validate its compliance. Failure on the part of the Contractor to comply with any of the provisions of this Exhibit, "Information Security and Privacy Requirements for Contracts" will constitute a material breach of this arrangement upon which the County may terminate or suspend the Contract.

20. REPORTING REQUIREMENTS FOR SIGNIFICANT CHANGES

During the term of the Contract, Contractor must notify the County within 10 days

of implementation, in writing, about any significant changes such as technology changes, modification in the implemented security safeguards or any major infrastructure changes. Depending on the change(s), Contractor may be asked to re-submit Exhibit R, "DMH Contractor's Compliance with Information Security Requirements".

21. MAINTAINING COMPLIANCE

Contractor must provide updates about its information security practices **annually** by completing Exhibit R "DMH Contractor's Compliance with Information Security Requirements" questionnaire. By submitting, Contractor certifies that its implemented controls will continue to be in compliance with Los Angeles County Board of Supervisors' Policies, and the expected minimum standard set forth above during the term of any arrangement that may be awarded pursuant to this agreement. The completed forms must be returned to DMH Information Security Officer (DISO) within 10 business days of receipt and must be approved for continuous business with the County.

ADDENDUM A: SOFTWARE AS A SERVICE (SaaS)

- a. **License:** Subject to the terms and conditions set forth in the Contract, including payment of the license fees to the Contractor, the Contractor hereby grants to County a non-exclusive, non-transferable worldwide County license to use the SaaS, as well as any documentation and training materials, during the term of the Contract, to enable the County to use the full benefits of the SaaS and achieve the purposes stated therein.
- b. **Business Continuity:** In the event that the Contractor's infrastructure containing or processing County Information becomes lost, altered, damaged, interrupted, destroyed, or otherwise limited in functionality in a way that affects the County's use of the SaaS, the Contractor must, immediately and within 24 hours, implement the Contractor's Business Continuity Plan, consistent with Section 12 of Exhibit Q, OPERATIONAL MANAGEMENT, BUSINESS CONTINUITY, AND DISASTER RECOVERY, such that the Contractor can continue to provide full functionality of the SaaS as described in the Contract.

The Contractor will indemnify the County for any claims, losses, or damages arising out of the County's inability to use the SaaS consistent with the Contract and Section 18 of Exhibit Q, PRIVACY AND SECURITY INDEMNIFICATION.

The Contractor must include in its Business Continuity Plan service offering, a means for segmenting and distributing IT infrastructure, disaster recovery, and mirrored critical system, among any other measures reasonably necessary to ensure business continuity and provision of the SaaS.

In the event that the SaaS is interrupted, the County Information may be accessed and retrieved within two hours at any point in time. To the extent the Contractor hosts County Information related to the SaaS, the Contractor must create daily backups of all County Information related to the County's use of the SaaS in a segmented or off-site "hardened" environment in a manner that ensures backups are secure consistent with cybersecurity requirements described in this Contract and available when needed.

- c. **Enhancements:** Upgrades, replacements and new versions: The Contractor agrees to provide to County, at no cost, prior to, and during installation and implementation of the SaaS, any software/firmware enhancements, upgrades, and replacements which the Contractor initiates or generates that are within the scope of the SaaS and that are made available at no charge to the Contractor's other customers.

During the term of the Contract, the Contractor must promptly notify the County of any available updates, enhancements or newer versions of the SaaS and within 30 days update or provide the new version to the County. The Contractor must provide any accompanying documentation in the form of new or revised documentation necessary to enable the County to understand and use the enhanced, updated, or replaced SaaS.

During the Contract term, the Contractor must not delete or disable a feature or functionality of the SaaS unless the Contractor provides 60 days' advance notice and the County provides written consent to delete or disable the feature or functionality. Should there be a replacement feature or functionality, the County will have the sole discretion whether to accept such replacement. The replacement will be at no additional cost to the County. If the Contractor fails to abide by the obligations in this section, the County reserves the right to terminate the Contract for material breach and receive a pro-rated refund.

- d. **Location of County Information:** The Contractor warrants and represents that it will store and process County Information only in the continental United States and that at no time will County Data traverse the borders of the continental United States in an unencrypted manner.
- e. **Annual Data Center Audit and Certification:** The Contractor agrees to conduct an annual System and Organization Controls (SOC 2 type II) audit or equivalent (i.e. The International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) 27001:2013 certification audit or Health Information Trust Alliance (HITRUST) Common Security Framework certification audit) of its internal controls for security, availability, integrity, confidentiality, and privacy. The Contractor must have a process for correcting control deficiencies that have been identified in the audit, including follow up documentation providing evidence of such corrections. The results of the audit and the Contractor's plan for addressing or resolving the audit findings must be shared with County's Chief Information Security Officer within 10 business days of the Contractor's receipt of the audit results. The Contractor agrees to provide County with the current audit certifications upon request.
- f. **Non-Disclosure Agreement (NDA):** County is subject to the Public Records Act (PRA) which provides the public with broad rights of access to government records. (CA Government Code Section 7920.000 et seq.) Because of its responsibilities under the PRA, County will not enter into an NDA related to this contract.
- g. **Services Provided by a Subcontractor:** At least 30 days prior to engaging a Subcontractor for the SaaS under the Contract, the Contractor must notify County of the proposed subcontractor(s) and the purposes for which they may be engaged and obtain written consent of the County's Contract Administrator.
- h. **Information Import Requirements at Termination:** Within one day of notification of termination of the Contract, the Contractor must provide County with a complete, portable, and secure copy of all County Information, including all schema and transformation definitions and/or delimited text files with documented, detailed schema definitions along with attachments in a format to be determined by County upon termination.
- i. **Termination Assistance Services:** During the 90-day period prior to, and/or following the expiration or termination of the Contract, in whole or in part, the Contractor agrees to provide reasonable termination assistance services at no additional cost to County, which may include:
 - (i) Developing a plan for the orderly transition of the terminated or expired SaaS from the Contractor to a successor;
 - (ii) Providing reasonable training to County staff or a successor in the performance of the SaaS being performed by the Contractor;
 - (iii) Using its best efforts to assist and make available to the County any third-party services then being used by the Contractor in connection with the SaaS; and
 - (iv) Such other activities upon which the Parties may reasonably agree.

ADDENDUM B: CONTRACTOR HARDWARE CONNECTING TO COUNTY SYSTEMS

Notwithstanding any other provisions in the Contract, the Contractor must ensure the following provisions and security controls are established for any and all Systems or Hardware provided under the Contract.

- a. **Inventory:** The Contractor must actively manage, including through inventory, tracking, loss prevention, replacement, updating, and correcting, all hardware devices covered under the Contract. The Contractor must be able to provide such management records to the County at inception of the Contract and upon request thereafter.
- b. **Access Control:** The Contractor agrees to manage access to all Systems or Hardware covered under the Contract. This includes industry-standard management of administrative privileges including, but not limited to, maintaining an inventory of administrative privileges, changing default passwords, use of unique passwords for each individual accessing Systems or Hardware under the Contract, and minimizing the number of individuals with administrative privileges to those strictly necessary. Prior to effective date of the Contract, the Contractor must document its access control plan for Systems or Hardware covered under the Contract and provide such plan to the Department Information Security Officer (DISO) who will consult with the County's Chief Information Security Officer (CISO) for review and approval. The Contractor must modify and/or implement such plan as directed by the DISO and CISO.
- c. **Operating System and Equipment Hygiene:** The Contractor agrees to ensure that Systems or Hardware will be kept up to date, using only the most recent and supported operating systems, applications, and programs, including any patching or other solutions for vulnerabilities, within 90 days of the release of such updates, upgrades, or patches. The Contractor agrees to ensure that the operating system is configured to eliminate any unnecessary applications, services and programs. If for some reason the Contractor cannot do so within 90 days, the Contractor must provide a Risk assessment to the County's CISO.
- d. **Vulnerability Management:** The Contractor agrees to continuously acquire, assess, and take action to identify and remediate vulnerabilities within the Systems and Hardware covered under this Contract. If such vulnerabilities cannot be addressed, The Contractor must provide a Risk assessment to the DISO who will consult with the CISO. The County's CISO must approve the Risk acceptance and the Contractor accepts liability for Risks that result to the County for exploitation of any un-remediated vulnerabilities.
- e. **Media Encryption:** Throughout the duration of the Contract, the Contractor will encrypt all workstations, portable devices (e.g., mobile, wearables, tablets,) and removable media (e.g., portable or removable hard disks, floppy disks, USB memory drives, CDs, DVDs, magnetic tape, and all other removable storage media) associated with Systems and Hardware provided under the Contract in accordance with Federal Information Processing Standard (FIPS) 140-2 or otherwise required or approved by the County's CISO.
- f. **Malware Protection:** The Contractor will provide and maintain industry-standard endpoint antivirus and antimalware protection on all Systems and Hardware as approved or required by the DISO who will consult with the County's CISO to ensure provided hardware is free and remains free of malware. The Contractor agrees to provide the County documentation proving malware protection status upon request.

ADDENDUM C: APPLICATION SOURCE CODE REPOSITORY

The Contractor must manage the source code in the manner prescribed in this Addendum unless the Contract prescribes procedures for managing the source code and those procedures are no less stringent than the procedures described in this addendum.

- a. **County Application Source Code.** To facilitate the centralized management, reporting, collaboration, and continuity of access to the most current production version of application source code, all code, artifacts, and deliverables produced under the Contract (hereinafter referred to as “County Source Code”) must be version controlled, stored, and delivered on a single industry-standard private Git repository, provided, managed, and supported by the County. Upon commencement of the Contract period, the Contractor will be granted access to the County’s private Git repository.
- b. **Git Repository.** The Contractor will use the County Git repository during the entire lifecycle of the project from inception to final delivery. The Contractor will create and document design documents, Data flow diagrams, security diagrams, configuration settings, software or hardware requirements and specifications, attribution to third-party code, libraries and all dependencies, and any other documentation related to all County Source Code and corresponding version-controlled documentation within the Git repository. This documentation must include an Installation Guide and a User Guide for the final delivered source code such that County may download, install, and make full functional use of the delivered code as specified and intended.

DMH CONTRACTOR'S COMPLIANCE WITH INFORMATION SECURITY REQUIREMENTS

Contractor Agency Name: The Regents of the University of California, Los Angeles

Contractor shall provide information about its information security practices by completing this Exhibit **annually**. Note: the implementation or use of AI technologies for data management; including data collection, data storage, data retrieval, data sharing and reporting without written approval from the Department of Mental Health's Chief Information Officer and Information Security Officer is prohibited. By submitting this Exhibit, Contractor certifies that they will be compliant with Los Angeles County Board of Supervisors Policies and attest that it has implemented adequate controls to meet the following expected Information Security minimum standards, at the commencement and during the term of any awarded Contract. Contractor must be prepared to provide supporting evidence upon request. The completed forms must be returned to the DMH Information Security Officer (DISO) for approval within 10 business days from receipt. Any significant changes during the term of the Contract must be reported within 10 business days of implementation. Depending on the change(s), Contractor may be asked to re-submit this Exhibit.

COMPLIANCE QUESTIONS

DOCUMENTATION AVAILABLE

	YES	NO	N/A		YES	NO
1 Will County's non-public data stored on your workstation(s) and laptop(s) be encrypted? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
2 Have you implemented or used AI technologies for data management; including data collection, data storage, data retrieval, data sharing and reporting? <i>If "YES," please explain.</i>	☐	☐	☐		☐	☐
3 Is Multi-Factor Authentication (MFA) used to access systems that store non-public data? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
4 Will County's non-public data stored on removable media be encrypted? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
5 Will County non-public data be encrypted when transported? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
6 Will any validation/attestation reports generated by the encryption tools be maintained? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
7 Will County's non-public data be stored on remote servers*? *Cloud storage, Software-as-a-Service or SaaS <i>Please provide public URL and hosting information for the server.</i>	☐	☐	☐		☐	☐

	YES	NO	N/A		YES	NO
8 Will all users with access to County's non-public data participate in an annual information security awareness training? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
9 Will County's non-public data residing on endpoints be protected by an up-to-date antivirus and/or anti-malware software? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
10 Will all endpoints accessing and/or storing County's non-public data be physically secured? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
11 Will all security incidents involving County's data be promptly reported? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
12 Will all users' access be formally authorized, and users provided with unique logon IDs & complex passwords for accessing County data? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
13 Will all users' activities be monitored to ensure they are accessing the minimum information necessary to perform their assignments? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
14 Will users' access be modified once their role no longer justifies such access, and/or promptly suspended upon discharge or termination? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
15 Will all endpoints accessing and/or storing County's non-public data be regularly patched and updated for known vulnerabilities? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
16 Will all endpoints accessing and/or storing County's non-public data be rendered unreadable and/or unrecoverable, prior to disposition? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
17 Will annual inspections and risk assessments be conducted on systems involving County data and identified weaknesses and vulnerabilities be promptly mitigated or remediated? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐
18 Does the entity have policies and procedures to ensure continuity and availability of critical business processes during emergencies or disasters and ability to restore/recover data from ransomware attacks? <i>If "NO" or "N/A," please explain.</i>	☐	☐	☐		☐	☐

- 19 Upon expiration or termination of the contractual agreement with the County, will Contractor return or destroy County's non-public data?
If "NO" or "N/A," please explain.

YES

☐

NO

☐

N/A

☐

YES

☐

NO

☐

Paula Noble

Authorized Signatory Name (Print)

Authorized Signatory Signature

Director

Authorized Signatory Official Title

Date