

0150-12008-0002

**TRANSMITTAL**

TO The City Council	DATE 06/06/2025	COUNCIL FILE NO. 20-1506
FROM The Mayor		COUNCIL DISTRICT All

**Proposed First Amended and Restated Agreement to Contract No. C-137882  
with Didi Hirsch Mental Health Services  
to provide mental health call diversion services under the Call Direction to Ensure  
Suicide Safety Program (CRESS) for the Los Angeles Police Department**

This contract amendment is authorized for execution.  
Please see the City Administrative Officer report attached.



MAYOR

(Carolyn Webb de Macías for)

**CAO Report From**  
**OFFICE OF THE CITY ADMINISTRATIVE OFFICER**  
**Analysis of Proposed Contract**  
(\$25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 05-22-25	C.D. No. All	CAO File No.: 0150-12008-0002				
Contracting Department/Bureau: Los Angeles Police Department		Contact: James Acheron; (213) 486-0378					
Reference: Transmittal from the Board of Police Commissioners dated April 11, 2025; referred for report on April 14, 2025; Contract No. C-137882							
Purpose of Contract: To operate the Call Direction to Ensure Suicide Safety (CRESS) program which diverts 9-1-1 calls to the Contractor to allow callers to receive appropriate suicidal crisis support and mental health assistance.							
Type of Contract: ( ) New contract (X) Amendment		Contract Term Dates: From February 10, 2021 through March 31, 2026					
Contract/Amendment Amount: \$960,000 (\$80,000 x 12 Months)							
Proposed amount \$960,000 + Prior award(s) \$3,922,941 = Total \$4,882,941							
Source of funds: General Fund, Los Angeles Police Department Contractual Services Account							
Name of Contractor: Didi Hirsch Psychiatric Service, DBA Didi Hirsch Mental Health Services							
Address: 4760 S. Sepulveda Blvd., Culver City, CA 90230							
	Yes	No	N/A	Contractor has complied with:	Yes	No	N/A
1. Council has approved the purpose	X			8. Business Inclusion Program	X		
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed			X	10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50			X
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55			X
7. Workforce that resides in the City: 0%				14. California Iran Contracting Act of 2010			X

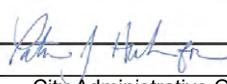
**RECOMMENDATION**

That the Council, subject to the approval of the Mayor, authorize the Chief of Police, or designee, to negotiate and execute the First Amended and Restated Agreement to Contract No. C-137882 between the Los Angeles Police Department (LAPD) and Didi Hirsch Mental Health Services to continue providing mental health call diversion services to the Department, that extends the term of the original agreement from February 10, 2021 through March 31, 2026.

**SUMMARY**

At its meeting on April 8, 2025, the Board of Police Commissioners (Board) approved the Amended and Restated Agreement to Contract No. C-137882 between the Los Angeles Police Department and Didi Hirsch Psychiatric Service (Contractor) to continue providing mental health call diversion services to the Department. The Call Direction to Ensure Suicide Safety (CRESS) program diverts 9-1-1 calls for those in suicidal crisis or in severe emotional distress from the LAPD Communications Division to the Contractor, thus allowing the callers to receive appropriate crisis support and mental health assistance.

The original agreement was executed on February 10, 2021 and covered the period through March 31, 2022. The Second through Sixth Amendments extended the term of the original agreement to March 31, 2025. The First Amended and Restated Agreement would extend the term through March 31, 2026

LMP	Analyst	04250114	 City Administrative Officer
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and increase the total contract amount by \$960,000 for a cumulative compensation amount of \$4,882,941 from initial contract execution. In accordance with the Los Angeles Administrative Code Section 10.5(a), Council approval is required to execute the First Amended and Restated Agreement, since its cumulative term exceeds three years.

Given the services required are expert, professional, and technical in nature, and are temporary and occasional in character, therefore, pursuant to Charter Section 371(e)(2), competitive bidding is neither practicable, advantageous, nor consistent with the City's interests. A Charter Section 1022 Determination was not performed, since the City Attorney has determined that the Contractor qualifies as a sole source provider with a unique capability to fulfill the Department's requirements. A competitive bidding process was also not conducted, as the Department has stated that this process would not be practicable or advantageous due to the professional, scientific, expert, technical, and special scope of work that is being requested. The City Attorney has approved the First Amended and Restated Agreement as to form.

### **FISCAL IMPACT STATEMENT**

Approval of the proposed First Amended and Restated Agreement to Contract No. C-137882 between the Los Angeles Police Department and Didi Hirsch Mental Health Services will result in no additional impact to the General Fund. Funding will be provided by the Department through its Fiscal Year 2024-25 Contractual Services account. Funding for future years will be subject to the appropriation of funds in the annual budget process. Execution of the proposed contract amendment is in compliance with the City's Financial Policies in that budgeted funds are used for its intended purposes and that the City's obligation is subject to the availability of funding in each fiscal year.

### **FINANCIAL POLICIES STATEMENT**

The recommendation stated in this report complies with the City's Financial Policies in that contract expenditures will be limited to the use of approved budgeted funds.

*MWS:EFR:LMP:04250114*

Attachment

# LOS ANGELES POLICE COMMISSION

**BOARD OF  
POLICE COMMISSIONERS**

DR. ERROLL G. SOUTHERS  
PRESIDENT

RASHA GERGES SHIELDS  
VICE PRESIDENT

MARIA LOU CALANCHE  
FABIAN GARCIA  
TERESA SANCHEZ-GORDON

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**KAREN BASS**  
MAYOR

DJANGO SIBLEY  
EXECUTIVE DIRECTOR

MATTHEW J. BARRAGAN  
INSPECTOR GENERAL

EXECUTIVE OFFICE  
POLICE ADMINISTRATION BUILDING  
100 WEST FIRST STREET, SUITE 134  
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE  
(213) 236-1410 FAX  
(213) 236-1440 TDD

April 11, 2025

BPC #25-081

The Honorable Karen Bass  
Mayor, City of Los Angeles  
City Hall, Room 303  
Los Angeles, CA 90012

Dear Honorable Mayor:

RE: APPROVAL OF THE FIRST AMENDED AND RESTATED AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES AND DIDI HIRSCH PSYCHIATRIC SERVICE DBA DIDI  
HIRSCH MENTAL HEALTH SERVICES.

At the regular meeting of the Board of Police Commissioners held Tuesday, April 8, 2025, the Board  
APPROVED the Department's report relative to the above matter.

This matter is being forwarded to you for approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

REBECCA MUNOZ  
Commission Executive Assistant

Attachment

c: Chief of Police

## INTRADEPARTMENTAL CORRESPONDENCE

Reviewed:

  
Executive Director4/2/25  
DateMarch 11, 2025  
8.2**TO:** The Honorable Board of Police Commissioners**FROM:** Chief of Police**SUBJECT:** APPROVAL OF THE FIRST AMENDED AND RESTATED AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND DIDI HIRSCH PSYCHIATRIC SERVICE DBA DIDI HIRSCH MENTAL HEALTH SERVICES, FOR MENTAL HEALTH CALL DIVERSION SERVICES**RECOMMENDED ACTIONS**

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached First Amended and Restated Agreement to Contract No. C-137882 between the City of Los Angeles (City) and Didi Hirsch Mental Health Services (Didi Hirsch).
2. That the Board TRANSMIT the First Amended and Restated Agreement to the Mayor's Office for review and approval.
3. That the Board AUTHORIZE the Chief of Police to execute the First Amended and Restated Agreement upon Mayoral approval.

**DISCUSSION**

On February 10, 2021, the City and Didi Hirsch entered into a one-year agreement to provide mental health call diversion services to the Los Angeles Police Department (LAPD) as a pilot program. The First Amendment extended the hours of services to twenty-four hours per day, seven days per week. The Second through Sixth Amendments extended the term of the original agreement to March 31, 2025, to allow the LAPD additional time to conduct and evaluate the pilot program for these services. This First Amended and Restated Agreement to Contract No. C-137882 will extend the contract to March 31, 2026. There is no change in the compensation amount of \$80,000.00 per month. Deputy City Attorney Sam Petty approved the First Amended and Restated Agreement to Contract No. C-137882 as to form.

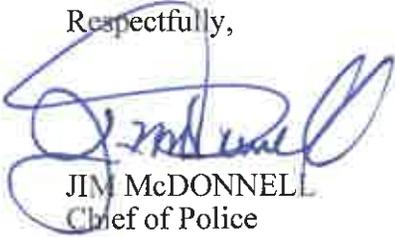
The Honorable Board of Police Commissioners

Page 2

8.2

Should you have any questions concerning this request, please contact Captain II Kristin Kolenda, Commanding Officer, Detective Support and Vice Division, at (213) 486-0910.

Respectfully,



JIM McDONNELL  
Chief of Police

**BOARD OF  
POLICE COMMISSIONERS**  
Approved *April 07 2025*  
Secretary *Rebecca Munoz*

Attachment

**FIRST AMENDED AND RESTATED AGREEMENT**

**CONTRACTOR: DIDI HIRSCH PSYCHIATRIC SERVICE  
DBA DIDI HIRSCH MENTAL HEALTH  
SERVICES**

**REGARDING: MENTAL HEALTH CALL DIVERSION  
SERVICES**

**Agreement Number: C-137882**

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Attachment A – Standard Provisions for City Contracts (Rev. 6/24 [v.1])

Attachment B – Statement of Work

Attachment C – Confidentiality Agreement

**FIRST AMENDED AND RESTATED AGREEMENT TO CONTRACT NO. C-137882  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
DIDI HIRSCH PSYCHIATRIC SERVICE  
DBA DIDI HIRSCH MENTAL HEALTH SERVICES  
FOR MENTAL HEALTH CALL DIVERSION SERVICES**

This FIRST AMENDED AND RESTATED AGREEMENT to Contract No. C-137882 is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or "Department"), and Didi Hirsch Psychiatric Service, a California non-profit corporation doing business as Didi Hirsch Mental Health Services (hereinafter referred to as the "Contractor") (each a "Party" and collectively the "Parties").

**RECITALS**

**WHEREAS**, on February 10, 2021, the Parties entered into Contract No. C-137882 ("Original Agreement") to provide for a pilot program to divert calls for services related to non-violent mental health crises from the LAPD to qualified mental health services providers (Council File No. 20-1506); and,

**WHEREAS**, the Original Agreement allowed the Contractor to provide services for eight (8) hours between 12:00 p.m. and 8:00 p.m., seven (7) days per week; and

**WHEREAS**, Section 12.6 of the Original Agreement, provides for Amendments to the Agreement; and

**WHEREAS**, the First Amendment provided for the Contractor to provide services for twenty-four (24) hours per day, seven (7) days per week; and

**WHEREAS**, the Original Agreement has a one-year term commencing February 10, 2021 and expiring February 9, 2022; and

**WHEREAS**, the Second Amendment extended the Original Agreement to June 30, 2023; and

**WHEREAS**, the Third Amendment extended the Original Agreement to September 30, 2023; and

**WHEREAS**, the Fourth Amendment extended the Original Agreement to December 31, 2023; and

**WHEREAS**, the Fifth Amendment extended the Original Agreement to March 31, 2024; and

**WHEREAS**, the Sixth Amendment extended the Original Agreement to March 31, 2025; and

**WHEREAS**, the LAPD has a continued need for the Contractor's Services; and

**WHEREAS**, the Parties now desire to extend the term of the Original Agreement until March 31, 2026; and

**WHEREAS**, the Contractor's services are of a professional and occasional nature and the Contractor has been providing satisfactory services; and

**WHEREAS**, the Contractor is willing to perform the work under the terms and conditions of this Amendment; and

**WHEREAS**, this First Amended and Restated Agreement is necessary for the Contractor to continue to provide services articulated under the Original Agreement.

**NOW, THEREFORE**, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

## **SECTION 1.0 PARTIES TO THE AGREEMENT AND REPRESENTATIVES**

### **1.1 Parties to the Agreement**

The Parties to this Agreement are:

- A. City – The City of Los Angeles, a municipal corporation, acting by and through the LAPD, having its principal office at 100 West First Street, Los Angeles, California, 90012.
- B. Contractor – Didi Hirsch Psychiatric Service, a California non-profit corporation, with a business address at 4760 S. Sepulveda Blvd, Culver City, CA 90230.

### **1.2 Representatives of the Parties**

- A. The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

1. The City's Representative is, unless otherwise stated in the Agreement:

Chief of Police  
Los Angeles Police Department  
100 West First Street, 10<sup>th</sup> Floor  
Los Angeles, California 90012

With Copies to:

Commanding Officer  
Los Angeles Police Department  
Detective Support and Vice Division  
100 W. First Street, 4<sup>th</sup> Floor  
Los Angeles, California 90012

And:

Captain Kristin Kolenda  
Los Angeles Police Department  
Detective Support and Vice Division  
100 W. First Street, 4<sup>th</sup> Floor  
Los Angeles, California 90012

2. The Contractor's Representative is, unless otherwise stated in the Agreement:

Christopher Austin  
Chief Financial Officer  
Didi Hirsch Psychiatric Service  
4760 S. Sepulveda Blvd.  
Culver City, California 90230

With Copies to:

Sandri Kramer  
Director of Community Relations  
Didi Hirsch Psychiatric Service  
4760 S. Sepulveda Blvd.  
Culver City, California 90230

And:

Enisha Ligon  
Senior Contract Administration Manager  
Didi Hirsch Psychiatric Service

4760 S. Sepulveda Blvd.  
Culver City, California 90230

And:

Dulce Ruiz  
Finance Compliance Manager  
Didi Hirsch Psychiatric Service  
4760 S. Sepulveda Blvd.  
Culver City, California 90230

- B. Formal notices, demands and communications to be given hereunder by either party must be made in writing and may be effected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accordance with this Section, within five (5) working days of said change.

## **SECTION 2.0 TERM OF THE AGREEMENT**

The term of this Agreement shall commence upon February 10, 2021, and shall terminate on March 31, 2026, unless otherwise terminated pursuant to PSC-9 (Termination) of the Standard Provisions for City Contracts (Rev. 6/24 [v.1]), attached hereto as Attachment A.

## **SECTION 3.0 SCOPE OF WORK**

### **3.1 Purpose of the Agreement**

Under this Agreement, the Contractor will operate the Call Direction to Ensure Suicide Safety pilot program (CRESS Pilot Program), which will divert 9-1-1 calls for those in suicidal crisis or in severe emotional distress to Contractor to allow the callers to receive appropriate crisis support and mental health assistance. As a pilot program, Contractor will provide these services on a limited basis to allow the LAPD to assess the efficacy of this program and to determine if any changes are needed before it is more widely implemented. The LAPD and Contractor expect that the CRESS Pilot Program will reduce the violent and traumatic encounters between LAPD Officers and individuals contemplating suicide or

suffering from Mental Health Crisis, providing greater community safety, providing better outcomes for individuals contemplating suicide or suffering from Mental Health Crisis, decrease the burden on the LAPD's Patrol Officers, and reducing the financial cost of responding to these calls incurred by the City.

### **3.2 Statement of Work**

- A. During the term of this Agreement, Contractor shall provide those services and deliver those deliverables, necessary to ensure the delivery of the agreed upon professional services and as otherwise identified herein and in Attachment B, Statement of Work (SOW).
- B. All work, tasks, and deliverables are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such service or deliverable pursuant to Section 4.0, Compensation and Method of Payment, of this Agreement.
- C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of services as are necessary to ensure that the services and deliverables provided under this Agreement meet the requirements set forth in this Agreement, and all Attachments.
- D. In the event that City requires services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 12.0, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment.
- E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of the LAPD or any other City department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished in accordance with Section 12.0, Amendments, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

### **3.3 Reports**

Contractor shall make reports as required by the City, State, or the federal government regarding Contractor's activities and operations as they relate to Contractor's performance of this Contract, and in accordance with federal, state, or local laws and regulations. City shall provide Contractor with a written explanation of the procedures for reporting information otherwise required for

City's purposes under this Agreement. Contractor shall also make reports to City as provided in Attachment B, Scope of Work.

**SECTION 4.0  
COMPENSATION AND METHOD OF PAYMENT**

**4.1 Compensation/Appropriation**

- A. The City of Los Angeles shall disburse to the Contractor, as consideration for the services to be provided by the Contractor for the additional 12 months, an amount not to exceed Eighty Thousand Dollars (\$80,000) per month for a total of Nine Hundred Sixty Thousand Dollars (\$960,000) for the additional 12-month period. As shown in the chart below, the contract total shall not exceed Four Million Eight Hundred Eighty-Two Thousand Nine Hundred Forty Dollars and Eighty-Five Cents (\$4,882,940.85), including all applicable federal, state, and local taxes. The foregoing amount represents the total compensation and reimbursement to be paid by City to the Contractor for all services to be performed and costs incurred by the Contractor pursuant to this Agreement.

Original Amount through 6 <sup>th</sup> Amendment	\$3,922,940.85
12 Months x \$80,000	\$ 960,000.00
Total Contract Amount	\$4,882,940.85

- B. Contractor shall invoice City, and City shall pay Contractor, in accordance with this Section 4.
- C. The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.
- D. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to the Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. The Contractor agrees that services provided by the Contractor, purchases made by the Contractor, or expenses incurred by the Contractor in excess of said appropriation(s) shall be free and without charge to the City and the City shall have no obligation to pay for said services, purchases or expenses. The Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until the City appropriates additional funds for this Agreement.

- E. The Contractor's services are being performed as an independent contractor and not as an agent or employee of the City, therefore, the Contractor is not entitled to any vacation, sick leave, workers' compensation, pension or any other City benefits.

#### 4.2 Taxes

To the extent that any of the services or deliverables to be provided by Contractor hereunder are subject to any California sales and use taxes, City and Contractor acknowledge and agree that such taxes shall be collected from the City. Contractor acknowledges and agrees to remit the same to the appropriate tax collection authorities in the manner set forth under applicable law. Contractor shall be solely responsible for any uncollected and unremitted taxes due and owing to the appropriate tax collection authorities and shall indemnify the City for any losses in connection with any uncollected and unremitted taxes due.

#### 4.3 Method of Payment

- A. Invoices. The City shall pay the Contractor pursuant to the requirements of this Section 4.0 after receipt and approval of the Contractor's invoices by the City. To ensure that services provided under personal services contracts are measured against services as detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring the following supporting documentation to be submitted with all invoices:

##### **Billing and Invoicing Requirements**

The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

1. Name and address of contractor
2. Division and Department name and address where services were provided
3. Date of invoice and period covered
4. Invoice Number
5. Contract number or authority (purchase order) number
6. Description of completed task and amount due for task, including (if applicable):
  - a. Name(s) of personnel working on task
  - b. Date/Hours spent on task and timesheet(s) supporting charges (if applicable)
  - c. Rate(s) per hour and total due
7. Certification by a duly authorized officer
8. Taxes (indicate taxable and non-taxable items on invoice)
9. Discount and terms (if applicable)
10. Remittance Address (if different from company address)

- B. All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of detailed description of tasks performed per hours billed, shall be attached to all invoices. Invoices shall be submitted as per Section 4.3 and shall be payable to the Contractor no later than 30 days after City determination that the invoice is complete. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the Commanding Officer, Detective Support and Vice Division, which approval shall not be unreasonably withheld, and which approval shall be provided within a reasonable amount of time. Notwithstanding the foregoing, and subject to any rules or regulations necessitated by the Office of the Los Angeles City Controller or as otherwise required by law, there shall exist a rebuttable presumption that invoices are complete upon submission by Contractor. Should there be any reason for which the invoices should not be deemed complete upon delivery, and for which reason payment should not occur upon 30 days of delivery of the invoices, City shall immediately notify Contractor and the parties shall work together in good faith to immediately rectify any deficiencies. In no event shall City be responsible for any late fees, late charges, interest, or penalties.
- C. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.
- D. ***Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a)***, which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.
- E. Invoices shall be submitted to:
- Commanding Officer  
Los Angeles Police Department  
Detective Support and Vice Division  
100 W. First Street, 4th Floor  
Los Angeles, California 90012

## **SECTION 5.0 ACCESS TO CITY FACILITIES**

In instances where the Contractor requires access to City facilities and personnel, the City will provide the Contractor access to City facilities and personnel during normal business hours, which shall mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City Holidays, in accordance with the Statement of Work.

In instances where the Contractor requires access to City facilities and personnel during off-hours, the Contractor will provide the City with forty-eight (48) hours' notice prior to each requested access. Each such request will be subject to approval by the City.

## **SECTION 6.0 DISPUTES**

Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

## **SECTION 7.0 PERSONNEL**

### **7.1 Key Personnel**

#### **A. Project Manager**

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor.

#### **B. Staff Size**

The size of the staff employed by Contractor in the performance of the Services must be kept consistent with the staff size articulated in

Attachment B, Statement of Work, and as is otherwise necessary to perform the services anticipated in this Agreement.

## **7.2 Changes in Key Personnel**

Contractor agrees to minimize changes to its key project personnel. City shall have the right to request key project personnel changes and to review and approve key project personnel changes proposed by Contractor. City's approval of key project personnel assignments and changes shall not be unreasonably withheld.

## **7.3 Training of Contractor's Personnel**

Contractor shall be responsible for the provision of mandatory training for all staff at the time of initial employment and on an ongoing basis, as may be required by federal and State law. Contractor shall further be responsible for, and shall provide for, the training of all appropriate staff on all applicable state and County of Los Angeles policies and procedures relevant to the performance of the agreed upon services, as well as on any other matters that City may reasonably require.

### **SECTION 8.0**

## **CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND MEDICAL PRIVACY**

### **8.1 Confidentiality and Restrictions on Disclosure**

- A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement shall remain the property of the City, except as otherwise required under applicable law governing the provision of medical services, including mental health services. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor shall not provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. Except as otherwise required in this Agreement or required by applicable law, the Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor is responsible for protecting the confidentiality and maintaining the security of City documents and records in Contractor's possession.

- B. The Contractor shall make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and subcontractors, only on a need to know basis. Further, the Contractor shall provide written instructions to all of its employees, agents and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.
- C. The Contractor shall store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.
- D. The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.
- E. Any reports, findings, deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor shall not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.
- F. The Contractor shall require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

## **8.2 Background Checks**

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during the performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by

applicable law, whatever information the City requires in order to conduct background checks including, but not limited to, verification of education and previous employment. The City may request changes to Contractor personnel pursuant to Section 7.2, Changes in Key Personnel, of this Agreement in response to background check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 8.0, Confidentiality, Restrictions on Disclosure, and Medical Privacy, as permitted by applicable law. Disqualification of any member of Contractor's staff pursuant to this Section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

### **8.3 Document Control Procedure**

The Contractor shall develop and administer a mutually acceptable Document Control Procedure over documents flowing to and from the City, in such a manner as to ensure that the confidentiality requirements of this Section 8.0 are met. Each document will be controlled through the use of a Document Control Number.

### **8.4 Medical Privacy**

- A. Contractor, in the performance of services related to this Agreement, may be subject to various laws and regulations governing the use and handling of protected health information or including as relates to mental health, such as the Health Insurance Portability and Accountability Act (HIPAA). Contractor shall abide by all applicable rules and regulations of HIPAA and other applicable laws.
- B. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that City has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on City 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.
- C. For the avoidance of any doubt, and without limiting Contractor's obligations under PSC-18, Indemnification, of Attachment A, Standard Provisions of City Contracts, Contractor agrees to indemnify, defend, and hold harmless City, including its officers, employees, and agents, from and against all lawsuits and causes of action, claims, losses, demands and expenses that are attributable to Contractor's performance of Contractor's obligations under HIPAA.

## **8.5 Compliance with Privacy Laws**

Contractor shall ensure that Contractor's performance of Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.

## **8.6 Confidentiality Agreement**

Contractor shall submit a signed copy of the Confidentiality Agreement, that is attached hereto as Attachment C, and incorporated herein, and require it from each subcontractor.

## **8.7 Elders, Dependent Adults, and Minor Children Abuse**

Contractor, and all persons employed or subcontracted by Contractor, shall comply with all applicable laws and regulations relating to elder, dependent adult, or child abuse, including by making reports to the appropriate state or local entities.

## **8.8 Survival of Provisions**

The provision of this Section 8.0 will survive termination of this Agreement.

# **SECTION 9.0 SUBCONTRACTORS**

## **9.1 Subcontracts/Joint Participation Agreements**

With prior written approval of the Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and the Department or any obligation on the part of the Department to pay, or to be responsible for the payment of, any sums to any subcontractors.

## 9.2 Provisions Bind on Subcontracts

The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, the LAPD will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

## SECTION 10.0 DATA SECURITY

### 10.1 Data Ownership

Except as otherwise provided for in this Agreement or required under applicable law, as between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement. Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

### 10.2 Data Protection

- A. Contractor shall use best efforts, but in no event less than the required protections as determined by law, regulation, or industry standard for the type of data at issue, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by Contractor during the scope of conducting background investigations for City.
- B. Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate's personal information. Such security measures shall be in accordance with

recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, Contractor shall safeguard City Data using measures no less stringent than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.

- C. Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and in transit and limit access to only those individuals whose access is essential for performance of the services contemplated by this Agreement.
- D. At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.

At any time during the term of this Agreement, at City's written request, Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been return to City or disposed of securely. Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of City Data.

### **10.3 Provision of Data**

Upon termination of this Agreement for any cause or reason (including City's breach), Contractor shall provide City with a copy of all City Data in Contractor's possession in a mutually agreeable machine-readable format.

### **10.4 Data, Development, and Access Point Location**

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons

to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

## **10.5 Data Breach**

Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as soon as reasonably feasible, but in any event, within twenty-four (24) hours in writing and telephonically of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. If directed by City, Contractor shall retain an independent third party to conduct the investigation at Contractor's sole cost. At City's sole discretion, City and/or its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement. Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security.

### **A. Data Breach Liability**

If City is subject to any claims relating to any Data Breach or Security Incident, Contractor shall fully indemnify and hold harmless City and defend City against any such claims, including reimbursement of any costs incurred by City relating to those claims. This obligation is in addition to any of Contractor's other indemnification obligations in this Agreement.

## 10.6 Firewalls and Access Controls

### A. Access Precautions

Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

- 1) Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data;
- 2) Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and
- 3) Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.

### B. Security Best Practices

Contractor shall implement the following security best practices with respect to any service provided:

- 1) Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.
- 2) Separation of Duties: Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.
- 3) Role-Based Security: Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

### C. Access Restrictions

Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and

PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

## **10.7 Vulnerability Management and Patching**

At least annually, Contractor shall perform at Contractor's expense vulnerability tests and risk assessments of all systems that contain City Data. For Contractor's internet perimeter network, and any of Contractor's applications that process City Data, such testing must also include: (i) penetration tests, including by use of intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and (ii) code review or other manual verification. All tests must be performed by Contractor's compliance team using industry recommended network security tools to identify vulnerability information. Upon written request from City, Contractor shall provide to City a Vulnerability Testing & Risk Assessment Report at the organization level including an executive summary of the results.

## **10.8 Right of Audit by City**

Without limiting any other audit rights of City, during the performance of this Agreement, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set forth Attachment A, Standard Provisions for City Contracts (Rev. 6/24 [v.1]).

## **10.9 Written Information Security Policy**

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and

thereafter within three (3) business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related System and Organization Controls (SOC) audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

#### **10.10 Change in Service**

Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which could impact the security of the services.

### **SECTION 11.0 REPRESENTATIONS AND WARRANTIES**

#### **11.1 Compliance with Law**

Contractor represents and warrants that the services that the Contractor provides pursuant to this Agreement will comply with all applicable federal, state, and local law.

#### **11.2 Warranty of Authority**

Contractor represents and warrants that the Contractor has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

#### **11.3 Services Warranty**

Contractor represents and warrants that all professional services will be performed in a professional and workmanlike manner, according to no less than prevailing industry standards, and will be performed by competent personnel that are duly licensed and trained.

### **SECTION 12.0 AMENDMENTS**

Any change in the terms of this Agreement including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor must be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

## **SECTION 13.0 MISCELLANEOUS**

### **13.1 Standard Provisions**

The Contractor must comply with the requirements of the *Standard Provisions for City Contracts (Rev. 6/24 [v.1])*, attached hereto as Attachment A and incorporated herein by reference.

### **13.2 Border Wall Bid Disclosure**

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Agreement at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at [www.rampLA.org](http://www.rampLA.org).

### **13.3 Severability/Ambiguity**

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

### **13.4 Media, Publicity, and Case Studies**

Contractor shall refer all inquiries from the news media to LAPD, shall immediately contact LAPD to inform City of the inquiry, and shall comply with the procedures of LAPD's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services under this Agreement. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication, which approval City shall not unreasonably withhold.

### **13.5 Use of Marks**

Except as expressly provided in this Agreement, Contractor shall not use the City or LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

### **13.6 No Third-Party Beneficiaries**

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

### **13.7 Non-Exclusive Agreement**

City and Contractor understand and agree that this is a non-exclusive Agreement to provide services to the City and the LAPD and that the City and the LAPD reserve the right to enter into one or more agreements with other contractors to provide similar services during the term of this Agreement.

### **13.8 Ratification**

Due to the need for the Contractor's services to be provided expeditiously, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

### **13.9 Not a Waiver**

Contractor acknowledges and agrees that nothing contained in this Agreement is, represents, or is intended to be construed as: a release, compromise, settlement, or waiver by City of any cause of action that City may have against Contractor. City reserves its rights in full, including, but not limited to, the right to bring any claim, cause of action, or request for reimbursement against Contractor in relation to this Agreement and other transactions between City and Contractor.

### **13.10 Audit Rights**

In addition to those rights available to City elsewhere in this Agreement, including pursuant to PSC-16, Retention of Records, Audit and Reports, of Attachment A – Standard Provisions for City Contracts (*Rev. 6/24 [v.1]*). Contractor shall provide City, or City's duly authorized representatives, access for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between City and Contractor, (ii) work requested to be performed of Contractor, or (iii) demands for payment by Contractor.

### **13.11 Payment Does Not Imply Acceptance of Work**

The granting of any payment by City, or the receipt thereof by Contractor, in no way lessens the liability of Contractor to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of this work, equipment or materials may not have been apparent or detected at the time the payment was made. Materials, equipment, components, or workmanship that do not conform to the requirements of this Agreement may be rejected by City and upon rejection must be replaced by Contractor without delay.

## **SECTION 14.0 ENTIRE AGREEMENT**

### **14.1 Complete Agreement**

This First Amended and Restated Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

### **14.2 Attachments**

This First Amended and Restated Agreement includes twenty-four (24) pages and three (3) attachments. Attachments A-C listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 6/24 [v.1])

Attachment B – Statement of Work

Attachment C – Confidentiality Agreement

### **14.3 Order of Precedence**

In the event of an inconsistency between any of the provisions of this Sixth Amendment to Contract No. C-137882, or all prior or current exhibits, the inconsistency shall be resolved by giving previous exhibits and/or amendments precedence in the following order:

- 1) First Amended and Restated Agreement to Contract No. C-137882,
- 2) Sixth Amendment to Contract No. C-137882,
- 3) Fifth Amendment to Contract No. C-137882,
- 4) Fourth Amendment to Contract No. C-137882,
- 5) Third Amendment to Contract No. C-137882,
- 6) Second Amendment to Contract No. C-137882,
- 7) First Amendment to Contract No. C-137882,

- 8) LAPD Contract No. C-137882,
- 9) Attachment A, Standard Provisions for City Contracts (Rev. 6/24 [v.1]),
- 10) Attachment B, Statement of Work, and
- 11) Attachment C, Confidentiality Agreement.

Notwithstanding any language in this Agreement or the attachments to the contrary, this Agreement shall be enforced and interpreted under the laws of the State of California.

#### **13.4 Counterparts and Electronic Signatures**

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

**[Signature Page Follows]**

**[Remainder of the Page Intentionally Left Blank]**

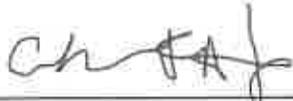
**IN WITNESS THEREOF**, the City and Contractor have caused this First Amended and Restated Agreement to be executed by their respective duly authorized representatives.

**THE CITY OF LOS ANGELES**

**DIDI HIRSCH PSYCHIATRIC SERVICE  
DBA DIDI HIRSCH MENTAL HEALTH  
SERVICES**

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: \_\_\_\_\_  
JIM McDONNELL  
Chief of Police

By:  \_\_\_\_\_  
CHRISTOPHER AUSTIN  
Chief Financial Officer

Date: \_\_\_\_\_

Date: February 3, 2025

**APPROVED AS TO FORM:**

HYDEE FELDSTEIN SOTO, City Attorney

By: \_\_\_\_\_  
SAMUEL PETTY  
Deputy City Attorney

Date: \_\_\_\_\_

**ATTEST:**

HOLLY L. WOLCOTT, City Clerk

By: \_\_\_\_\_  
Deputy City Clerk

Date: \_\_\_\_\_

City Business License Number: 0000111587-0001-0

Internal Revenue Service Taxpayer Identification Number: 95-1816023

City Contract Number: C-137882

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**ATTACHMENT A**

**STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 6/24 [V.1])**

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# STANDARD PROVISIONS FOR CITY CONTRACTS

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## STANDARD PROVISIONS FOR CITY CONTRACTS

### PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

### PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

### PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

- A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;
- B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;
- C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and
- D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

#### **PSC-4. Integrated Contract**

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

#### **PSC-5. Amendment**

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

#### **PSC-6. Excusable Delays**

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

#### **PSC-7. Waiver**

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

## **PSC-8. Suspension**

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

## **PSC-9. Termination**

### **A. Termination for Convenience**

**CITY** may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

### **B. Termination for Breach of Contract**

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.
2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of

services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.
4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.
5. Acts of Moral Turpitude
  - a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").
  - b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.
  - c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.
  - d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

- e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.
  6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.
  7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.
  8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

#### **PSC-10. Independent Contractor**

**CONTRACTOR** is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

#### **PSC-11. Contractor's Personnel**

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

**CONTRACTOR** shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

**PSC-12. Assignment and Delegation**

**CONTRACTOR** may not, unless it has first obtained the written permission of **CITY**:

- A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

**PSC-13. Permits**

**CONTRACTOR** and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

**PSC-14. Claims for Labor and Materials**

**CONTRACTOR** shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

**PSC-15. Current Los Angeles City Business Tax Registration Certificate Required**

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

**PSC-16. Retention of Records, Audit and Reports**

**CONTRACTOR** shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

#### **PSC-17. Bonds**

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from time to time.

#### **PSC-18. Indemnification**

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR**, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

#### **PSC-19. Intellectual Property Indemnification**

**CONTRACTOR**, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

**PSC-20. Intellectual Property Warranty**

**CONTRACTOR** represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

**PSC-21. Ownership and License**

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

**CONTRACTOR** agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

**CONTRACTOR** shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

**PSC-22. Data Protection**

- A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the “City Data”). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR’S** discovery or reasonable belief of any unauthorized access of City Data (a “Data Breach”), or of any incident affecting, or potentially affecting City Data related to cyber security (a “Security Incident”), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY’S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY’S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.
- B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

**PSC-23. Insurance**

During the term of this Contract and without limiting **CONTRACTOR’S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY’S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

**PSC-24. Best Terms**

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR’S** customers for similar goods and services provided under this Contract.

**PSC-25. Warranty and Responsibility of Contractor**

**CONTRACTOR** warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

**PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment**

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

- A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.
- B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.
- C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.
- D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-27. Child Support Assignment Orders**

**CONTRACTOR** shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-28. Living Wage Ordinance**

**CONTRACTOR** shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-29. Service Contractor Worker Retention Ordinance**

**CONTRACTOR** shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-30. Access and Accommodations**

**CONTRACTOR** represents and certifies that:

- A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 *et seq.*, the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 *et seq.*, the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;
- B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;
- C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;
- D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and
- E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

**CONTRACTOR** understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-31. Contractor Responsibility Ordinance**

**CONTRACTOR** shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

**PSC-32. Business Inclusion Program**

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Business Assistance Virtual Network ("BAVN") at <https://www.labavn.org/>, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through BAVN. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

**PSC-33. Slavery Disclosure Ordinance**

**CONTRACTOR** shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-34. First Source Hiring Ordinance**

**CONTRACTOR** shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-35. Local Business Preference Ordinance**

**CONTRACTOR** shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-36. Iran Contracting Act**

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at \$1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

**PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections**

Unless otherwise exempt, if this Contract is valued at \$100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least \$100,000 for performance under the Contract, and the principals of those Subcontractors (the "Restricted Persons")

shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least \$100,000 for performance under this Contract:

“Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections

You are a subcontractor on City of Los Angeles Contract # \_\_\_\_\_ . Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles (“**CITY**”) officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at [ethics.lacity.org](http://ethics.lacity.org) or by calling the Los Angeles City Ethics Commission at (213) 978-1960.”

**PSC-38.** Contractors’ Use of Criminal History for Consideration of Employment Applications

**CONTRACTOR** shall comply with the City Contractors’ Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

**PSC-39.** Limitation of City’s Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

**PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards**

**CONTRACTOR** shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act (“FACTA”), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards (“PCI DSS”). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

**PSC-41. Compliance with California Public Resources Code Section 5164**

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR’S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

**PSC-42. Possessory Interests Tax**

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

**PSC-43. Confidentiality**

All documents, information and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively “Confidential Information”) are confidential. **CONTRACTOR** shall not provide or disclose any Confidential Information or their contents or any information therein, either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

**PSC-44. Contractor Data Reporting**

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement (“RAMP”) or via another method specified by City: Contractor’s and any Subcontractor’s annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner (“Contractor/Subcontractor Information”). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

**EXHIBIT 1**

**INSURANCE CONTRACTUAL REQUIREMENTS**

**CONTACT** For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at [www.lacity.org/cao/risk](http://www.lacity.org/cao/risk). The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low cost alternative for contractors who are unable to obtain City-required insurance.

**CONTRACTUAL REQUIREMENTS**

CONTRACTOR AGREES THAT:

- 1. Additional Insured/Loss Payee.** The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.
- 2. Notice of Cancellation.** All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.
- 3. Primary Coverage.** CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.
- 4. Modification of Coverage.** The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.
- 5. Failure to Procure Insurance.** All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

- 6. Workers' Compensation.** By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

**7. California Licensee.** All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

**8. Aggregate Limits/Impairment.** If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

**9. Commencement of Work.** For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

# Required Insurance and Minimum Limits

Name: DIDI HIRSCH PSYCHIATRIC SERVICE

Date: February 3, 2025

Agreement/Reference: MENTAL HEALTH CALL DIVERSION SERVICES

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

### Limits

**Workers' Compensation (WC) and Employer's Liability (EL)**

WC Statutory  
EL \$1,000,000

Waiver of Subrogation in favor of City

Longshore & Harbor Workers  
 Jones Act

**General Liability**

\$1,000,000

Products/Completed Operations

Sexual Misconduct

Fire Legal Liability

**Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work)

**Professional Liability** (Errors and Omissions)

\$2,000,000

Discovery Period \_\_\_\_\_

**Property Insurance** (to cover replacement cost of building - as determined by insurance company)

All Risk Coverage

Boiler and Machinery

Flood

Builder's Risk

Earthquake

**Pollution Liability**

**Surety Bonds - Performance and Payment (Labor and Materials) Bonds**

**Crime Insurance**

Other: \_\_\_\_\_

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**ATTACHMENT B**

**STATEMENT OF WORK**

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# **DIDI HIRSCH PSYCHIATRIC SERVICE SCOPE OF WORK**

## **1.0 INTRODUCTION**

The Los Angeles Police Department and the Suicide Prevention Center of Didi Hirsch Mental Health Services (Didi Hirsch SPC) will pilot a 9-1-1 call diversion program for those in suicidal crisis or in severe emotional distress to receive appropriate crisis support and mental health assistance. The program will lessen the burden on LAPD patrol resources and decrease the potential of violent encounters between police and persons suffering from a mental health crisis by diverting non-imminent suicide calls to the Didi Hirsch SPC crisis counselors for de-escalation and assessment.

The Suicide Prevention Hotline (the "Hotline") is located within the Didi Hirsch SPC and shall accept diverted 9-1-1 calls twenty-four hours per day, seven (7) days per week. Services are accessible throughout Los Angeles County and provided in the Thirteen (13) Threshold Languages through direct staff and/or other language services. The Hotline also has the ability to serve the deaf and hard of hearing community.

Under this Scope of Work (SOW), Didi Hirsch SPC will provide the following services to callers diverted to the Hotline by the LAPD:

1. Immediate mental health services and emotional support for all callers in crisis.
2. Clinical supervision of all mental health services.
3. Follow-up contact to the initial call must be within the appropriate time frame to ensure callers have the required resources.
4. Follow-up care program(s) specific to the individual caller's needs.

## **2.0 DEFINITIONS**

### **2.1 Imminent**

Imminent refers to the "immediate and impending threat of a person causing substantial physical injury to self or others." A caller at imminent risk of suicide, is unable to stay safe without some sort of intervention. Examples of imminent risk calls:

- A. A caller who has started to take a few pills before the call, or during the call, and is thinking about taking more.
- B. A caller whose Self-Rated Intent (SRI) is a 5 (provided they understand the rating).
- C. A caller who is standing next to a busy freeway or railroad crossing at the time of the call and thinking about jumping into traffic/onto the rails.
- D. A caller who is calling from their car and considering driving it into a structure or off a cliff.
- E. A caller who has immediate access to a gun.

## **2.2 Non-Imminent**

Non-imminent risk suicide calls involve callers who are actively engaged in collaborating with the crisis counselor on safety planning, have an SRI that is lower than five (5) at the end of the call and, according to their own and the counselor's assessment, is able to stay safe without intervention. Such callers can be assessed to be anywhere from low to high risk throughout the call and may be offered a follow-up contact as part of their safety plan.

## **2.3 Self-Rated Intent**

All callers to the Didi Hirsch Suicide Prevention Center crisis line are asked to rate themselves on suicide intent, at the start and end of the call, as part of the standard risk assessment.

Counselors use the following script: "On a scale of 1-5, where 1 represents 'not likely' and 5 represents 'extremely likely,' how likely are you to act upon your suicidal thoughts and feelings at this time?"

NOTE: Counselor can explore what "at this time" means for caller (i.e. next 10 minutes, 24 hrs., 48 hrs., one week).

## **2.4 Thirteen (13) Threshold Languages**

The thirteen (13) threshold languages (including English) are Arabic, Armenian, Cantonese, Cambodian, Other Chinese, English, Farsi, Korean, Mandarin, Russian, Spanish, Tagalog and Vietnamese.

### 3.0 CITY PROJECT MANAGER

The City's designated project manager (City Project Manager), who will administer this project on behalf of the City, is Captain Kelly Muniz. The City Project Manager for this project may be changed at City's sole discretion. Should the City project manager change, the City shall notify Contractor as described in Section 1.2, Subsection C of the Agreement to which this is attached.

### 4.0 CONTRACTOR PERSONNEL

#### 4.1 Project Manager

The project manager for Didi Hirsch SPC shall be:

Sandri Kramer  
Director of Community Relations  
Didi Hirsch Psychiatric Service  
4760 S. Sepulveda Blvd.  
Culver City, California 90230

#### 4.2 Required Staffing Levels

Contractor shall assign a sufficient number of employees to perform all required work. At a minimum, this shall include:

Position	Number of Full Time Equivalent Employees
Crisis Counselor Bi-lingual	2.5
Shift Supervisor Bi-lingual	1
Data Analysis and Reporting	0.25
Management Supervision	0.15

#### 4.3 Training

Contractor shall ensure that all staff assigned to work under this Agreement have received appropriate training prior to beginning work under this Agreement. This training shall include training on 911 dispatch protocols, standards and center culture administered by the LAPD. This training shall have an emphasis on cross-cultural exchange and may include site visits.

## **5.0 SPECIFIC WORK REQUIREMENTS**

### **5.1 Criteria for 911 Call Diversion**

Through this 911 call diversion pilot program, non-imminent risk suicide-related and behavioral health-related calls answered by LAPD 911 dispatch operators will be diverted to the dedicated line at Didi Hirsch SPC with the exception of calls involving the following circumstances:

- A. The subject is threatening to jump from a bridge or structure.
- B. The subject needs medical attention, or a suicide attempt is in progress.
- C. The subject has a weapon and is outside or in public and not in a building or residence.
- D. The subject has a weapon inside a building or residence and other people are present.

### **5.2 Requirements for handling diverted 9-1-1 calls**

Under this SOW, Didi Hirsch SPC shall handle 9-1-1 calls diverted to Didi Hirsch in accordance with the following requirements:

- A. Didi Hirsch SPC shall follow standard crisis call management protocols per national accreditation/Suicide Prevention Lifeline standards and Best Practices, including de-escalation, risk and safety assessment, and resource referrals.
- B. Didi Hirsch SPC shall accept warm transfer calls from LAPD's 911 Dispatch Center twenty-four hours per day, seven days per week. All calls will be answered in English but shall have immediate access to Spanish-speaking shift supervisor if caller's preferred language is Spanish. Other languages shall be accommodated only through the use of a language line, which Didi Hirsch shall provide through a contractor, at no additional cost to the LAPD.
- C. Didi Hirsch SPC shall re-engage LAPD Dispatch when a caller is assessed to need an emergency response. Crisis counselors will attempt to stay on the phone with the caller to continue de-escalation efforts and provide support while a designated shift supervisor communicates via direct call-in line LAPD Dispatch, guided by the incident number. Contractor shall stay on the line until LAPD or LAFD response has arrived on the scene.

### **5.3 Services Provided to Callers**

Under this SOW, Didi Hirsch SPC shall provide the following services to all diverted callers:

- A. Didi Hirsch SPC shall offer a minimum of one follow-up call to all diverted callers. The date and time of the follow up call will be determined by the caller and Didi Hirsch SPC personnel.
- B. At the time of the follow-up contact, Didi Hirsch SPC will re-assess for safety and provide referrals to supportive services.
- C. At subsequent follow-up contacts, if accepted by the caller, Didi Hirsch SPC will work to ensure that callers are linked to community-based programs, in close proximity to the client's desired location.

### **5.4 Training for LAPD Communications Division**

Didi Hirsch shall provide training to LAPD Communications Division on crisis line protocols, standards and center culture. This training shall have an emphasis on cross-cultural exchange and may include site visits.

### **5.5 Training for LAPD Officers**

Didi Hirsch shall participate and/or provide crisis and suicide intervention training as feasible, which may include:

- A. SPC's Law Enforcement tailored suicide intervention training for negotiators.
- B. Suicide prevention & intervention for the LAPD Peer Support Counseling Program.
- C. Participation in LAPD-led de-escalation trainings.

## **6.0 QUALITY CONTROL AND REPORTING**

### **6.1 Quality Control Plan**

The Contractor will establish and utilize a comprehensive Quality Control Plan to ensure a consistently high level of service is delivered for the entire term of the Contract. The Plan must be submitted to the City Project Lead for review upon request. The plan must include the following:

- A. Method of measuring the effectiveness of services provided.

- B. Identification of outcome data and method for the collection of outcome data to measure the effectiveness of services provided. Additionally, Didi Hirsch SPC is responsible for the submission of specific demographic, and monitoring data and outcome measures as requested by City.

## **6.2 Monthly Reporting**

Contractor is required to provide monthly reports via email to the City Project Manager. The monthly reports shall include the following data:

- A. The number of calls diverted.
- B. The number of calls diverted that end up requiring police response.
- C. Call types/demographics:
  - i. Gender.
  - ii. Age.
  - iii. Ethnicity/Race.
  - iv. ZIP Code.
- D. The number of callers accepting follow-up.
- E. The number of callers who were successfully reached through follow-up.
- F. Linkages to mental health/substance use/other community services.

## **6.3 Ad Hoc Reporting**

On an occasional basis, the Contractor may be required to provide to the LAPD and the City customized, ad hoc or specialized as-needed reports, and any other documents providing metrics. The Contractor shall furnish said reports within five (5) business days from receipt of a written request, or other timeframe specified in writing, from the City Project Manager. Specific details regarding the content and format of the specialized report shall be provided by the City Project Manager as needed. All reports are to be delivered to the LAPD only. No report may be distributed to other parties without the prior approval of the LAPD.

## **6.4 Meetings**

Contractor is required to attend scheduled meetings as requested by City for the life of the program.

- A. Monthly meetings will be held between City and Contractor to review outcome data.
- B. Didi Hirsch SPC shall attend quarterly Suicide Prevention Network meetings.

## **6.5 City Observations**

City will monitor the Contractor based on this Statement of Work.

In addition to City Project Manager, other City 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. City personnel may be required to sign a confidentiality agreement prior to observing or reviewing performance, activities, and documents relevant to this SOW or the Agreement to which this SOW is attached to ensure compliance with medical privacy laws.

## **7.0 CONTRACTOR RESPONSIBILITIES**

### **7.1 Dedicated Line**

Didi Hirsch SPC shall set up a dedicated line to accept direct transfers from LAPD 911 Dispatch to the Didi Hirsch SPC. This dedicated line will be assigned the highest priority level and shall be answered over any other lines.

### **7.2 Materials and Equipment**

The purchase of all materials/equipment to provide the services articulated in this SOW shall be the responsibility of the Didi Hirsch SPC.

### **7.3 Space for Support and Training**

In instances where City requires access to Contractor facilities, Contractor shall provide City with access to Contractor facilities on an as-needed basis for the performance of the services articulated in this SOW.

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**ATTACHMENT C**

**CONFIDENTIALITY AGREEMENT**

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## Los Angeles Police Department

### Confidentiality Agreement

I, Christopher Austin, or the entity for which I am an employee, independent contractor, or subcontractor (hereinafter referred to as "Contractor"), have entered into a contract (hereinafter referred to as the "Agreement") with the City of Los Angeles to provide various services to the City of Los Angeles (hereinafter referred to as "City").

I will provide temporary services to City and as part of these services I will have access to confidential information. "Confidential Information" includes all data, records, documents, audio or visual recordings, materials, products, technology, computer programs, specifications, manuals, business plans, software, marketing plans, financial information, and other information disclosed or submitted, orally, in writing, or by any other media, to me by City pursuant to the Agreement or this Confidentiality Agreement, regardless of whether the information is marked or otherwise identified in writing as confidential, and regardless of whether the Confidential Information is received prior to execution of this Confidentiality Agreement.

I further understand that all Confidential Information provided to me by City, or accessed or reviewed by me during the performance of this assignment will remain the property of City.

I agree to use Confidential Information solely in connection with providing services to City under the Agreement and for no other purpose.

I agree not to provide Confidential Information, nor disclose its content or any information contained in it, either orally or in writing or in any form to transmit information, to any other person or entity, unless required by law or court order. I further agree not to make copies of any Confidential Information unless a formal request is made and approved by City.

I agree to promptly notify City of all requests, notices, subpoenas, pleadings, or other means, for the release of Confidential Information received by me.

I agree that I will not divulge to any unauthorized person, Confidential Information or any other information obtained while performing work pursuant to the Agreement between me and City.

I will be responsible for protecting the confidentiality and maintaining the security of all Confidential Information in my possession. I agree to use the same standard of care to protect City's Confidential Information as I use to protect my

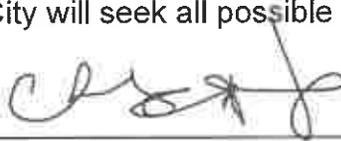
own confidential and proprietary information, but not less than a reasonable standard.

Upon request by City, or completion or termination of my assignment under the Agreement, I will promptly return or destroy all Confidential Information in my possession at City's discretion, and provide City with written certification stating that such Confidential Information has been returned or destroyed.

This Confidentiality Agreement is to apply in conjunction with any prior confidentiality agreement between myself and City, and will not nullify such agreements; however, this Confidentiality Agreement will take precedence. Any conflicts with any other agreements will be modified to comply with the terms and intent of this Confidentiality Agreement.

I acknowledge that violation of this Confidentiality Agreement may subject me to civil and/or criminal action and that City will seek all possible legal redress.

Christopher Austin



Name of Signatory

Contractor Signature

CFO

February 3, 2025

Signatory Title

Date

Contractor Address:

4760 S. Sepulveda Blvd, Culver City, CA 90230

Agreement Number: C-137882

1 YEAR EXTENSION  
TO OLD, MILSON  
SERVICES CONTRACT  
TO MARCH 2016