County of Los Angeles
CHIEF EXECUTIVE OFFICE
Kenneth Hahn Hall of Administration
500 West Temple Street, Room 713, Los Angeles, California 90012
(213) 974-1101
http://ceo.lacounty.gov

WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

July 29, 2008

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

Dear Supervisors:

DEPARTMENT OF MENTAL HEALTH: AUTHORIZATION TO TRANSFER OUTPATIENT MENTAL HEALTH SERVICES AT LAC+USC MEDICAL CENTER FROM THE DEPARTMENT OF HEALTH SERVICES TO THE DEPARTMENT OF MENTAL HEALTH AND REQUEST FOR APPROVAL OF A SOLE SOURCE PROFESSIONAL SERVICES AGREEMENT WITH USC CARE MEDICAL GROUP, INC. OF THE UNIVERSITY OF SOUTHERN CALIFORNIA FISCAL YEARS 2008-09, 2009-10, 2010-11 (SUPERVISORIAL DISTRICT 1) (3 VOTES)

SUBJECT

Request approval to transfer administration of outpatient mental health services at LAC+USC Medical Center from the Department of Health Services to the Department of Mental Health. These actions will also authorize interim ordinance authority for additional Department of Mental Health staff positions, and approve a new sole source professional services agreement for specialized psychiatric and education services (Proposition A) with USC Care Medical Group, Inc. of the University of Southern California for physician services for the outpatient services, and for on-call psychiatric coverage at Augustus F. Hawkins Urgent Care Center.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the transfer of responsibility for the management and operation of outpatient mental health services at LAC+USC Medical Center (LAC+USC) from the Department of Health Services (DHS) to the Department of Mental Health (DMH). DMH to provide a new family-focused outpatient service known as the LAC+USC Family-Focused Treatment Services (FFTS), effective August 1, 2008, or two weeks after DHS and DMH execute a Memorandum of Understanding on the transfer and operation of LAC+USC mental health outpatient services, whichever is later.

2. Approve interim ordinance authority for 17.0 additional positions identified in Attachment I, of which 11.0 positions will be filled with existing DHS employees, pursuant to Section 6.06.020 of the County Code, subject to allocation by the Chief Executive Office (CEO).

3. Make a finding, as required by Los Angeles County Code Section 2.121.420, that certain specialty psychiatric services as described in the fourth recommendation below can be performed more feasibly by contracting with the private sector, and that it is not feasible to conduct a formal bidding or competitive negotiation process for these critically needed services.

4. Authorize the Director of Mental Health, or his designee, to prepare, sign, and execute a new sole source DMH professional services agreement for specialized psychiatric and education services substantially similar to Attachment II, effective upon transfer of DHS Outpatient Clinic to DMH, with USC Care Medical Group, Inc. (USC Care) for psychiatric and psychiatry training services for the LAC+USC FFTS outpatient services and for weekend and holiday on-call psychiatric coverage at Augustus F. Hawkins (AFH) Urgent Care Center (UCC), funded by Mental Health Services Act (MHSA) funds in the amount of $892,500 for Fiscal Year (FY) 2008-09.

5. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to the USC Care professional services agreement, provided that: 1) the County's total payments to the USC Care under the agreement for each fiscal year will not exceed an increase of 20 percent from the applicable Board-approved total compensation amount; 2) any such increase will be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the CEO, or their designee, is obtained prior to any such amendment; 5) the County and USC Care may, by written amendment, mutually agree to reduce programs or services without reference to the 20 percent limitation; and 6) the Director of Mental Health will notify the Board of Supervisors of agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval of the recommended actions will enable DHS to realize operational savings as a result of transferring the outpatient mental health services, while allowing DMH to provide FFTS at LAC+USC for clients of all ages in accordance with their family and social support systems. The transfer will promote DMH's overall transformation of service delivery from traditional individual-oriented clinical services to a recovery model of client- and family-driven, recovery-oriented services and supports, in accordance with the DMH's MHSA Community Services and Supports (CSS) Plan. The transfer is intended to enhance DMH's ability to meet the needs of unserved/underserved populations in Service Area (SA) 4 and ensure that individuals have access to appropriate resources in the network of care.

In addition, the LAC+USC FFTS will provide a model center for the education and training of a variety of much needed mental health specialists, beginning initially with psychiatry residents, and including psychologists, social workers, and other disciplines in the future. The educational program is intended to address DMH's on-going difficulty in recruiting physicians and to develop a workforce with new skills and perspectives necessary to support a recovery-oriented, family-focused approach to care, as outlined in the CSS Plan.

USC Care, on behalf of the University of Southern California's Department of Psychiatry, currently provides the psychiatry/psychology training program in the LAC+USC Medical Center's emergency, urgent care, inpatient and outpatient services, as well as, the physician services for the inpatient psychiatric units at AFH. Contracting with USC Care for physician services/psychiatry training program for the LAC+USC FFTS and the weekend and holiday on-call psychiatric coverage at AFH UCC will promote continuity of care.

Due to DMH's on-going difficulty in recruiting physicians, a situation exacerbated by the drain of the available physician applicant pool to the State correctional and hospital systems, where salaries exceed those offered by the County, the provision of contracted physician services is integral to the success of this transfer. DMH is proposing to enter into a sole source professional services agreement for specialized psychiatric and education services (Proposition A) with USC Care to provide psychiatrists and the psychiatry training program for the LAC+USC FFTS, and also for weekend and holiday on-call psychiatric coverage at AFH UCC.

On November 12, 2006, your Board approved an amendment to the Proposition A ordinance that permits contracting for "physician services" upon a determination that the use of independent contractors is more feasible than County employees. Due to the persistent shortage of physicians throughout the DMH's outpatient services and inability to compete with the salaries offered by the State correctional and hospital systems, it is not feasible for the Department to directly provide physician services.

The transfer and restructuring of LAC+USC outpatient program supports DMH's initiative to bring all outpatient mental health resources within the local community into a geographically responsive system that reflects and effectively addresses the needs of the community served. Additionally, the recommended actions are consistent with DHS' five-year strategic plan that includes the transfer of DHS' outpatient mental health programs to DMH.

Implementation of Strategic Plan Goals

The recommended Board actions support Goal 7, Health and Mental Health, of the County Strategic Plan by improving mental health outcomes and implementing a client-centered service delivery system.

FISCAL IMPACT/FINANCING

The proposed transfer to DMH and transformation of services is estimated to result in savings to DHS of $1,332,241.

The estimated cost to DMH for implementing the LAC+USC FFTS is $6,261,000 for FY 2008-09. This amount includes $1,331,000 for the cost of 17.0 full-time equivalents (FTE) positions and $4,930,000 in associated LAC+USC FFTS program costs, including $747,000 to fund up to 15.0 FTE psychiatry residents to receive training and clinical experience as part of the mental health program provided at the LAC+USC FFTS, as well as, $481,025 in occupancy costs paid through a Departmental Service Order to DHS.

In addition, DMH will establish a new professional services agreement with USC Care for a sum of $892,500 that includes $856,136 for the LAC+USC FFTS and $36,364 annually for the provision of weekend and holiday on-call physician coverage at the AFH UCC. USC Care provided some services at AFH UCC in the past fiscal year through a purchase order. The costs for physician services are funded by MHSA.

The requested actions will be funded by $3,024,000 in MHSA funding, $1,528,000 in estimated federal funding, $396,000 in estimated State funding, and $1,313,000 of County general funds, which had previously been paid by DMH through an Interagency Agreement with DHS for the LAC+USC outpatient clinic.

Funding has been included in DMH's FY 2008-09 Adopted Budget. Additional funding and any adjustments required between Salaries and Employee Benefits and Services and Supplies allocations will be included in the FY 2008-09 Supplemental Budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Upon Board approval, the restructured mental health program at LAC+USC will provide outpatient mental health services to approximately 2,200 adults and children, utilizing a treatment model that is family-focused and promotes wellness, recovery, and resilience critical to service delivery, and the training of future mental health providers.

FFTS teams will provide crisis and brief family-focused treatment and wellness services that include therapeutic and peer support activities provided to individuals and families. Services will include assessment of individuals' and families' needs and desired services; development of services and supports plans and service provision, including medication support; individual, group and family therapy; linkage to housing, Full Service Partnerships, primary health care services, peer and family support activities, and other services available under MHSA. Co-occurring substance dependency and abuse issues will be addressed at all levels of service delivery.

The family-focused model is well suited to the underserved ethnic populations represented in the communities served by LAC+USC Medical Center. Outreach, engagement, and culturally competent service delivery for these focal populations will be critical components of this model.

The LAC+USC FFTS educational program will be integrated with the urgent care, emergency, and inpatient components at LAC+USC Medical Center, as well as with the SA 4 network of care providers. The new Agreement with USC Care will include payment for psychiatry residents training, physician services and start-up costs. It will also include payment on behalf of USC Care of "tithes" to the University of Southern California which provides support and benefit to the physicians related to their clinical and academic responsibilities.

DHS will continue to provide emergency and inpatient psychiatric services at LAC+USC Medical Center.

The proposed actions have been reviewed and approved by County Counsel, the CEO, and DMH and DHS' Directors and Program, Fiscal, and Human Resources staff.

CONTRACTING PROCESS

DMH is proposing to execute a sole source contract for psychiatric and psychiatry training with USC Care. USC Care is uniquely qualified to provide physician services for the LAC+USC FFTS and on-call coverage at AFH UCC in that it currently provides psychiatric services and a psychiatric training program for the emergency, outpatient and inpatient services at LAC+USC and psychiatric inpatient services at AFH. The design of the new LAC+USC FFTS program relies on USC physicians to ensure an integrated continuum of psychiatric care intended to reduce the demand on the emergency and inpatient services. DMH has met the County's requirement for advance notification of intent to negotiate a sole source services contract in its notification letter to your Board dated April 23, 2008 (Attachment III).

Following Board approval of the transfer, DMH and DHS will formalize a Memorandum of Understanding to govern the transfer of responsibility for the management and operation of mental health services at LAC+USC.

IMPACT ON CURRENT SERVICES

The LAC+USC FFTS program model, through the utilization of integrated teams of educators, clinicians and trainees responsible for treating individuals in their family context, will provide an innovative and effective approach to service provision and workforce development. The LAC+USC FFTS will also enhance linkage and collaboration with the SA 4 network of care providers, including the full range of recovery-oriented services available through the MHSA.

CONCLUSION

The Department of Mental Health and the Department of Health Services will each need one copy of the adopted Board actions. It is requested that the Executive Officer, Board of Supervisors, notify the Department of Mental Health, Contracts Development and Administration Division, at (213) 738-4684 when these documents are available.

Respectfully submitted,

WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
MLM:DAS:yb

Attachments (3)

c: County Counsel
Interim Director, Department of Health Services
Director, Department of Mental Health
Chairperson, Mental Health Commission

072908_DMH_LAC+USC

ATTACHMENT I

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
EMERGENCY OUTREACH BUREAU
LAC/USC FAMILY FOCUSED TREATMENT SERVICES
FY 2008/09 PROPOSED SPENDING PLAN

	ITEM/ ACCT #	# OF FTEs	TOTAL ANNUAL AMOUNT
Salaries and Employee Benefits			
Health Information Technician	01417A	1	$ 66,658
MH Clinical Program Head	04726A	1	143,171
Senior Typist Clerk	00216A	2	98,887
Intermediate Typist Clerk	00214A	2	87,771
Senior Community Worker I	08104A	1	48,021
Patient Resources Worker	09192A	1	45,074
Clinic Nurse II	05328A	1	82,203
Clinical Psychologist II	08697A	1	114,968
Psychiatric Social Worker II	09035A	4	356,715
Staff Assistant II	00913A	1	68,502
Supervising Psychiatric Social Worker	09038A	2	199,279
Total Salaries and Employee Benefits		17	$ 1,311,249
Overtime			$ 20,000
Services and Supplies			
Computers	3971		$ 25,500
Local Printer	3972		13,600
Training	4612		10,200
Office Supplies	3240		5,100
Laboratory Services	3709		68,000
Medical Supplies			6,593
Mileage	5092		3,400
Travel	5110		1,700
Telecommunication (Cell Phone/Pagers)	2083		11,900
County Telephone	2076		13,600
Pharmacy	3066		2,264,853
Photocopy Machines/Maintenance	4194		12,000
Other Office Furnishing	3268		35,773
Security Guard Contract	3825		210,000
Contracted Services--Care Coordinators	4057		127,116
Contracted Services--Physician Services	4057		892,500
DSO-LAC/USC-Psychiatric Residents	3970		747,225
DSO-LAC/USC Space and Parking	3970		481,025
Total Services and Supplies			$ 4,930,085
Fixed Assets			
Tab Shelves	6031		$ -
Abestos Abatement	6031		-
Total Fixed Assets			$ -
TOTAL PROGRAM			$ 6,261,334
FUNDING SOURCES:			
CGF			$ 1,312,816
NON EPSDT FFP MEDI-CAL			1,068,774
NON EPSDT FFP MEDI-CAL-MATCH-MHSA			1,068,774
EPSDT-FFP MEDICAL			458,738
EPSDT-SGF			396,258
EPSDT-MATCH--MHSA			62,480
MHSA			1,893,494
TOTAL FUNDING SOURCES			$ 6,261,334
NET COUNTY COST			$ -

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
EMERGENCY OUTREACH BUREAU
LAC/USC FAMILY FOCUSED TREATMENT SERVICES
POSITION SCHEDULE
FISCAL YEAR 2008/09

ATTACHMENT I

	ITEM #	# OF FTEs
Health Information Technician	01417A	1
MH Clinical Program Head	04726A	1
Senior Typist Clerk	02216A	2
Intermediate Typist Clerk	02214A	2
Senior Community Worker I	08104A	1
Patient Resource Worker	09192A	1
Clinic Nurse II	05328A	1
Clinical Psychologist II	08697A	1
Psychiatric Social Worker II	09035A	4
Staff Assistant II	00913A	1
Supervising Psychiatric Social Worker II	09038A	2

University of Southern California (USC) Care Medical Group, Inc

MH
CONTRACT NUMBER

Business Address:

REFERENCE NUMBER

1510 San Pablo Street, 6th Floor

Los Angeles, CA 90033-4615

Supervisory District(s) 1

PROFESSIONAL SERVICES AGREEMENT
FOR
SPECIALIZED PSYCHIATRIC AND EDUCATION SERVICES
(Proposition A)

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G. CHARITABLE CONTRIBUTIONS CERTIFICATION

REVISED 7-14-08

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for Specialized Psychiatric and Education Services (hereafter "Agreement") is made and entered into this _____ day of _, 2008, by and between USC Care Medical Group, Inc. _____ (hereafter "CONTRACTOR") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "COUNTY").

RECITALS

WHEREAS, the COUNTY Department of Health Services is transferring responsibility for management and operation of the outpatient mental health services at Los Angeles County + University of Southern California (LAC+USC) Medical Center to COUNTY Department of Mental Health (DMH); and

WHEREAS, COUNTY, as a result of this transfer, is transforming the existing outpatient mental health services at LAC+USC to a Family-Focused Treatment Services (FFTS) program funded, in part, by the Mental Health Services Act (MHSA) and which will serve clients of all ages in the context of their family and social supports systems to promote wellness, recovery, and resilience in their clients and physician services are critical to this service delivery and the training of future mental health providers; and

WHEREAS, COUNTY has a need to contract with CONTRACTOR for the provision of psychiatric and educational services at LAC+USC FFTS and it is not feasible for COUNTY to directly provide these services due to a current shortage of physicians; and

WHEREAS, COUNTY, as a result of the shortage of physicians and infeasibility of COUNTY to provide psychiatric on-call services, also has a need to contract with CONTRACTOR to provide weekend and holiday on-call psychiatric coverage at Augustus F. Hawkins Urgent Care Center (AFH UCC); and

WHEREAS, CONTRACTOR is specifically trained and possesses the skills, experience, education and competency necessary for the provision of (1) physician services, including but not limited to psychiatric evaluation diagnosis, and medication prescription services and the provision of specialized treatment services for individuals with co-occurring mental illness and substance abuse issues utilizing state of the art knowledge of co-occurring disorders, psychopharmacology, and novel approaches to interventions and

rehabilitation (collectively referred to as "physician services") and (2) enhanced training opportunities for USC clinical interns and psychiatry residents within the field of community mental health and non-university public sector settings, including providing training and supervision of interns, residents, and other staff (referred to as "education services"; and

WHEREAS, the COUNTY desires to engage CONTRACTOR for such special services upon the terms provided in this Agreement; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract for such special services, including those contemplated herein.

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and warranties contained herein, it is agreed by and between COUNTY and CONTRACTOR as follows:

PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human service that support achievement of the County's vision, goals, values and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, businesses and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Professionalism
- Accountability
- Compassion
- Integrity
- Commitment
- A Can-Do Attitude
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals; 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being;

6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy – in isolation – can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated comprehensive information, services and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well being, safety and survival, emotional and social well-being, and education and workforce readiness. The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and

collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

✓ The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service and Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post compliant and appeal procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting

partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1. ADMINISTRATION: The Director of COUNTY DMH, or his designee, shall have the authority to administer this Agreement on behalf of COUNTY. Contractor shall designate in writing a Contract Manager who shall function as liaison with COUNTY regarding Contractor's performance hereunder.

2. APPLICABLE DOCUMENTS: Exhibits A, B, C, D, E, F and G are attached to and form a part of this Agreement. Any reference throughout the base agreement and each of its exhibits to "Agreement" shall, unless the context clearly denotes otherwise, denote the base agreement with all exhibits hereby incorporated. In the event of any conflict or inconsistency in meaning or provisions between the base agreement and the exhibits, or between exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the base agreement, and then to the exhibits according to the following priority:

1. Exhibit A Statement of Work
2. Exhibit B Fee Schedule
3. Exhibit C Contractor Acknowledgement and Confidentiality Agreement
4. Exhibit D Subcontractor Acknowledgement and Confidentiality Agreement
5. Exhibit E Attestation Regarding Federally Funded Programs
6. Exhibit F Safely Surrendered Baby Law Fact Sheet (In English and Spanish)
7. Exhibit G Charitable Contributions Certification

3. SERVICES PROVIDED: Contractor shall provide services to County as set forth in Exhibit A (Statement of Work) which is attached hereto and incorporated by reference as though fully set forth herein.

4. TERM OF AGREEMENT:

A. Initial Period: The Initial Period of this Agreement shall commence on the date first written above and shall continue in full force and effect through June 30, 2009.

B. Automatic Renewal Periods: After the Initial Period, this Agreement shall be automatically renewed two additional periods without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period, First or Second Automatic Renewal Period and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or at the end of the First or Second Automatic Renewal Period, as applicable.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the

First Automatic Renewal Period shall commence on July 1, 2009 and shall continue in full force and effect through June 30, 2010.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2010 and shall continue in full force and effect through June 30, 2011.

C. Immediate Suspension of Agreement: Notwithstanding the foregoing, County may suspend this Agreement immediately if Contractor or any of its physicians engage in, or if County has reasonable justification to believe that Contractor or any of its physicians may be engaging in, a course of conduct which poses an unreasonable danger to the life or health of any County patient or County patients. County's failure to exercise this right of immediate suspension shall not constitute a waiver of such rights, and the same may be exercised upon the foregoing conditions at any subsequent time. Immediate suspension hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Suspension" which shall be effective upon receipt of such "Notice of Immediate Suspension."

D. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 57 (NOTICES).

E. Suspension of Payments: Payments to Contractor under this Agreement shall be suspended if Director, for good cause, determines that Contractor is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 calendar days notice of such suspension shall be provided to Contractor, including a statement of the reason(s) for such suspension. Thereafter, Contractor may, within 15 calendar days, request reconsideration of the Director's decision. Payments shall not be withheld pending the results of the reconsideration process.

5. COMPENSATION:

A. In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A, Contractor shall be paid in accordance with the Fee Schedule established in Exhibit B.

B. Total compensation for all services furnished hereunder shall not exceed the sum of EIGHT HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED DOLLARS ($892,500) for Fiscal Year 2008-09; EIGHT HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED DOLLARS ($892,500) for Fiscal Year 2009-10; AND EIGHT HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED DOLLARS ($892,500) for Fiscal Year 2010-11.

C. In no event shall County pay Contractor more than this Total Compensation Amount ("TCA") for Contractor's performance hereunder. Payment to Contractor shall be only upon written approval of the service report or invoice by County's Program Manager or his/her designated representative.

D. DELEGATED AUTHORITY: Notwithstanding any other provision of this Agreement, County's Department of Mental Health Director may, without further action by County's Board of Supervisors, prepare and sign amendments to this Agreement during the remaining term of this Agreement, under the following conditions:

(1) County's total payments to Contractor under this Agreement, for each Fiscal Year of the term of this Agreement, shall not exceed an increase of 20 percent from the Board-approved TCA; and

(2) Any such amendment increase shall only be used to provide additional services or to reflect program and/or policy changes that affect this Agreement; and

(3) County's Board of Supervisors has appropriated sufficient funds for all changes described in each such amendment to this Agreement; and

(4) Approval of County Counsel and the Chief Executive Officer (CEO) or, their designee, is obtained prior to any such amendment to this Agreement; and

(5) County may, by written amendment, reduce programs or services and revise the applicable TCA, provided that any amendments which reduce programs or services will be consistent with the principles agreed to in DMH's stakeholders' process and will reflect DMH's Adopted Budget approved by the Board; and

(6) The Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after the end of the month in which each Amendment was executed.

E. Payment to the Contractor shall be made on a monthly basis on the 15th of each month based on the following:

(1) For services rendered in support of the LAC+USC FFTS: Payment shall be based on the Units of Service entered into the County DMH IS system for services provided for the preceding month. Such payment shall be calculated at the rate described in Exhibit B for each hour of service that is represented by the Units of Service so entered.

. Contractor shall submit invoices to:

County of Los Angeles

Department of Mental Health

550 S. Vermont Avenue, 11th Floor

Los Angeles, CA 90020

Attn: Edward Vidaurri

F. County acknowledges that input of the Units of Service into the IS system will be done by County employees and the County will make a good faith effort to enter claims into the system in a timely manner and generally within 14 days from the date the complete service logs were provided to the County by the Contractor. Contractor shall immediately notify the County's Program Manager if it feels that entry of its Units of Service are being delayed by the County.

G. Contractor shall inform County when up to 75 percent (75%) of the Total Compensation Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 57 (NOTICES).

H. No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement of any money, or reimbursement,of any kind whatsoever, for any service provided by Contractor after the expiration or earlier termination of this Agreement. Should Contractor receive any such payment, it shall immediately

notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

I. Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement to the extent that funding for such services remains part of the Agreement. Any reductions under this Section shall effect only payments for services provided five (5) business days or more after Contractor's receipt of County's notice and shall not effect payments for services already furnished or furnished within the five (5) business days following such receipt.

6. RECORDS AND AUDITS

A. Records of Services Rendered: Contractor shall prepare and maintain accurate and complete financial records of its activities and operations as they relate to services provided under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete personnel time records and other records of all services provided hereunder by Contractor's psychiatrists. All such records shall include supporting documentation and other information sufficient to fully and accurately reflect Contractor's provision of services hereunder, and all charges billed to County. All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or earlier termination of this Agreement. During such five (5) years, as well as during the term

of this Agreement, all such records shall be made available by Contractor at a location in Los Angeles County and shall be made available during County's normal business hours to representatives of County's Auditor-Controller and the Department of Mental Health Services for purposes of inspection and audit.

B. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act [42 U.S.C. Section 1395(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through a subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

C. Audit Reports: In the event that an audit is conducted of Contractor by a Federal or State auditor, Contractor shall file a copy of each such audit report(s) with County's Auditor-Controller Department within thirty (30) days of receipt thereof unless otherwise provided for under this Agreement, or under applicable State or Federal regulations. To the extent permitted by law, County shall maintain the confidentiality of all such audit report(s).

D. Audit/Compliance Review: In the event County representatives conduct an audit/lcompliance review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow County representatives access to all records of services rendered, including personnel time records, and all financial records and reports pertaining to, and required, under this Agreement and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior written notice of any audit/compliance review.

County may conduct a statistical audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of any such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation report(s).

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) days after receipt of County's audit/compliance review results to provide documentation to the County representatives to resolve audit exceptions. If, at the end of the thirty (30) day period there remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample results shall be applied to the total County payments made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

E. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided to County hereunder, and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due to Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith by County to Contractor by cash payment, provided however that such payment does not exceed the Maximum Contract Amount.

F. Failure to Comply: Failure of Contractor to comply with the requirements of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor a written "Notice of Material Breach". If such breach has not been cured within ten (10) business days following the

giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provision of Paragraph 13, TERMINATION OF AGREEMENT, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

7. REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

A. County's Program Manager:

(1) Contractor shall report to County's Program Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices submitted hereunder by Contractor, and final acceptance of all documentation and work. This responsibility does not relieve Contractor from its specific duties stated elsewhere in this Agreement, including, but not limited to, the obligation to perform its professional services according to customary quality of care standards in the community and under this Agreement.

(2) Upon advance approval of the County Program Manager, County may provide Contractor with reasonable or use of certain County resources, such as reasonable clerical support and County facilities, as determined by the County Program Manager, who shall be the sole judge of the reasonableness and extent of any such use. The use or non-use of County resources by Contractor shall not relieve Contractor of its responsibility to provide services and complete all work under this Agreement in a manner satisfactory to County, and shall not affect Contractor's status as an independent Contractor. County's Program Manager shall be: Edward Vidaurri.

B. Contractor's Project Manager: Contractor shall designate a Project Manager and the Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of Contractor's resources, submission of invoices, and resolution of any questions/disputes. Contractor's Project Manager shall be: Denise Koslicki, Administrative Director.

8. WARRANTY: Contractor represents and warrants that all services under this Agreement provided to County shall be in conformance with all customary quality of care standards in the community and will be

provided as required by this Agreement.

9. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor shall indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Agreement, except due to County's negligent or intentional acts and/or omissions.

B. General Insurance Requirements: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to *Department of Mental Health 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA 90020*, prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverage's required in this Agreement.

(c) Contain the express condition that County is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such

retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the County with A.M. Best rating of not less than A:VII, unless otherwise approved by County.

3) Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of the contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

4) Notification of Incidents, Claims or Suits: Contractor shall report to County:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.

(b) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(c) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the County contract manager.

(d) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Agreement.

5) Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all reasonable costs incurred by County.

6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any

and all Subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of Subcontractors, or

(b) Contractor providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

C. Insurance Coverage Requirements:

1) General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	One Million Dollars ($1,000,000)
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

2) Automobile Liability: Insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than One Million Dollars ($1,000,000) for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Worker's Compensation Act, Jones Act or any other Federal law for which Contractor is responsible. In all cases, the above insurance also shall include Employers Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars	($1,000,000)

Disease – policy limit:	One Million Dollars	($1,000,000)
Disease – each employee:	One Million Dollars	($1,000,000)

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

10. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Contractor shall provide to County an executed Contractor Acknowledgement and Confidentiality Agreement (Exhibit C) prior to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental Health, ATTN: Chief, Contracts Development and Administration Division, 550 South Vermont Avenue, Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the Contractor first performs work under this Agreement.

11. SUBCONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Contractor shall maintain on file an executed Subcontractor Acknowledgement and Confidentiality Agreement (Exhibit D) for each individual who performs work under this Agreement after the effective date of this Agreement but in no event later than the date the individual first performs work under this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State and/or Federal governments.

12. TITLE TO PROPERTY: County and Contractor agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the Contractor pursuant to performance under this Agreement, are the sole property of the Contractor.

County and Contractor agree that all data, including enhancements and modifications of the data, generated during the course of this agreement shall remain the sole property of the County.

Contractor further agrees that any documentation or technical materials provided by County or

generated by County or Contractor during the course of Contractor performance pursuant to this Agreement shall not be reproduced or disclosed without the prior written consent of County's Project Manager.

13. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by either party to be in its best interest. Termination of services hereunder shall be effected by delivery to the other party of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County in the case of County's termination of the Agreement, Contractor shall stop services under this Agreement on the effective date specified in such Notice of Termination.

14. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions and in accordance with Section 5, Paragraph I of this Agreement. In the event funds are not appropriated for this Agreement for the next fiscal year, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date, but in no event later than June 30 of the last fiscal year for which funds were appropriated.

15. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim

under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

16. SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the prior written consent of County, as provided in this Paragraph 16. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval

to enter into the particular subcontract. Contractor's request to County shall include:

(1) The reasons for the particular subcontract.

(2) A detailed description of the services to be provided by the subcontract.

(3) Identification of the proposed subcontract and an explanation of why and how the proposed Subcontractor was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or analysis thereof.

(5) A copy of the proposed subcontract which shall contain the following provision:

> "This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."

(6) A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds, shall also contain the following provision:

> "The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7)."

The Contractor will also be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

(7) Any other information and/or certifications requested by County.

C. County shall review Contractor's request to subcontract and shall determine, in its sole discretion, whether or not to consent to such on a case-by-case basis.

D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any Subcontractor, including any officers, employees, or agents of any Subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract

shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all Subcontractor personnel providing services under such subcontract. Contractor shall assure that any Subcontractor personnel not approved by County shall be immediately, removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any Subcontractor, or to any officers, employees, or agents of Contractor or any Subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any Subcontractor, or to any officers, employees, or agents of Contractor or any Subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise or such right.

H. In the event that County consents to any subcontracting, each and all of the provisions of this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the successors or administrators of the respective parties.

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph or a blanket consent to any further subcontracting.

J. In the event that County consents to any subcontracting, Contractor shall be solely liable and

responsible for any and all payments and/or other compensation to all Subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any Subcontractors or their officers, employees, and agents.

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgement or Employer, in the form as contained in the Agreement, for each Subcontractor's employees performing services under the subcontract. Such acknowledgements shall be delivered to the Chief of DMH's Contract Development and Administration Division on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

M. County shall have no liability or responsibility whatsoever for any payment or other compensation for any Subcontractor or its officers, employees, and agents.

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including, but not limited to, consenting to any subcontracting.

17. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings used throughout this Agreement, including all exhibits, are for convenience only and are not a part of the Agreement and shall not be used in constructing the Agreement.

18. WAIVER: No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

19. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and

further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

20. CONFLICT OF INTEREST: No County employee whose position in County enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or Contractor economic dependent of such employee, shall be employed in any capacity by or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

21. COMPLETE AGREEMENT: The body of this Agreement and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

22. INDEPENDENT STATUS OF CONTRACTOR:

A. It is understood and agreed, and it is the intention of the parties hereto, that Contractor is an independent Contractor and not the employee, agent, joint venture, or partner of County for any purpose whatsoever and that this Agreement shall not be construed to create the relationship of employee, agent, servant, partnership, or joint venture as between County and Contractor or as between County and any Contractor provided physician. The employees or agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for the payment of any and all Federal, State or local taxes which may be or become due as a result of Contractor's engagement under this Agreement.

C. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees and physicians all legally required employee benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or Federal, State, and local taxes, or other compensation or benefits to personnel provided by Contractor.

D. Contractor understands and agrees that all persons performing or furnishing services under this Agreement are, for purposes of workers' compensation liability, the sole responsibility of Contractor and not the responsibility of County. Contractor or Contractor's physicians as appropriate shall bear the sole responsibility and liability for any and all workers' compensation benefits as a result of injuries arising from or connected with services performed by said physician pursuant to this Agreement.

E. Contractor shall inform all of its physicians who may provide services under this Agreement in writing of the provisions of this Paragraph. A copy of such written notice shall be retained by Contractor for purposes of inspection and audit and made available to County upon request.

23. COUNTY LOBBYIST: Contractor, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Contractor, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a material breach of this Agreement, upon which County may immediately terminate or suspend this Agreement.

24. ANTI-DISCRIMINATION: Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by Contractor without regard to or because of race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. Contractor certifies and agrees that it will deal with its Subcontractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Contractor shall allow County access to its employment records during regular business hours to verify compliance with these provisions when so requested by County. If County finds that any of these provisions

have been violated, such violation shall constitute a material breach of contact upon which County may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by County of such violation.

Contractor and County agree that in the event of a violation by Contractor of the anti-discrimination provisions of this Agreement, County shall, at its option, be entitled to the sum of Two Thousand Dollars ($2,000.00) pursuant to California Civil Code Section 1671 as damages in lieu of canceling, terminating, or suspending this Agreement.

25. PROJECT PERSONNEL ARE AGENTS OF CONTRACTOR: Contractor represents and warrants that all individuals performing work under this Agreement including, but not limited to, the individuals listed in Exhibit D hereto, and their agents and Subcontractors, are fully authorized agents of Contractor for all purposes of this Agreement, and have actual and full authority to perform all activity and work related to this Agreement on behalf of Contractor.

26. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determination with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

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

Among other items, such improper consideration may take the form of cash, discounts, and service,

the provision of travel or entertainment, or tangible gifts.

27. TERMINATION FOR DEFAULT:

A. County may, by written notice of default to Contractor, terminate this Agreement immediately in any one of the following circumstances:

If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Agreement or any extension thereof as County may authorize in writing; or

If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County may authorize in writing) after receipt of notice from County specifying such failure.

If County has reasonable justification to believe that Contractor, or any of its physicians, may be engaging in a course of conduct which poses an unreasonable danger to the life or health of any County patient or County patients, County's failure to exercise this right of immediate termination shall not constitute a waiver of such right, and the same may be exercised upon the foregoing conditions at any subsequent time.

B. In the event that County terminates this Agreement as provided in Paragraph 27, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services.

C. The rights and remedies of County provided in this Paragraph 27 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

28. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County

employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

29. CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN participants by job category to the Contractor.

30. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

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

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth pursuant to Paragraph 30 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under

any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 27 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

31. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement on its behalf is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

32. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

33. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the Project.

34. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that

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

D. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for

which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. These terms shall also apply to Subcontractors of County Contractors.

35. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its Subcontractors, at any tier, or any owner,

officer, partner, director or other principal of any Subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its Subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

36. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the Federal Government, directly or indirectly, in whole or in part, and that Contractor will notify Director within (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health care program; and (2) any exclusionary action taken by any agency of the Federal Government against Contractor or one or more staff members barring it or the staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

There are a variety of different reasons why an individual or entity may be excluded from participating in a federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of Inspector General (OIG) has the discretion not to exclude.

The mandatory bases for exclusion include: (1) felony convictions for program related crimes, including fraud or false claims, or for offenses related to the dispensing or use of controlled substances, or (2) convictions related to patient abuse.

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by Federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its Subcontractors or its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8)

charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Exhibit E as part of its obligation under this Paragraph.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

37. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that it is a *"Covered Entity"* under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

B. The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to *transactions and code sets*, *privacy*, and *security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

C. Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets, Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents) for its failure to comply with HIPAA.

D. Contractor and County understand and agree that HIPAA has imposed additional requirements in regards to changes in DMH's County's information system.

(1) County desires to clarify County's information system terminology under this Agreement as it relates to HIPAA, and, accordingly, has set forth in Attachment VIII (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

(2) County desires to clarify other HIPAA-related changes set forth in the DMH Provider Manual and which are incorporated herein by reference as though fully set forth.

(a) County has added to the DMH Provider Manual a Guide to Procedure Codes, which includes a "crosswalk" of DMH activity codes to Current Procedural Terminology (CPT) and Health Care Procedure Coding System (HCPCS) codes.

(b) County has added to the DMH Provider Manual an Electronic Data Interchange Fact Sheet which includes information about the applicable HIPAA transactions that can be processed in the County's claims processing information system. Effective January 2009 Electronic Data Interchange (EDI) will be the only acceptable method by which Contractor or its Subcontractor(s) may submit HIPAA-compliant transactions.

(c) County has added to the DMH Provider Manual a Trading Partner Agent Authorization Agreement which includes the Contractor's authorization to its Subcontractor(s) to submit HIPAA-compliant transactions on behalf of Contractor.

E. Contractor understands that County operates an informational website http://dmh.lacounty.info/hipaa/index.html related to the services under this Agreement and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other

information, and forms to assist Contractor in its performance.

F. Contractor understands and agrees that if it uses the services of an Agent in any capacity in order to receive, transmit, store or otherwise process Data or Data Transmissions or perform related activities, the Contractor shall be fully liable to DMH or for any acts, failures or omissions of the Agent in providing said services as though they were the Contractor's own acts, failures, or omissions.

G. Contractor further understands and agrees that the terms and conditions of the current Trading Partner Agreement (TPA) set forth in the DMH Provider Manual shall apply to this Agreement and that said Terms and Conditions are incorporated by reference as though fully set forth herein.

38. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-

standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any Subcontractor to perform services for the County under the Agreement, the Subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

(4) Contractor's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar Contractor from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

39. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby.

The fact sheet is set forth in Exhibit F of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

40. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY

SURRENDERED BABY LAW: The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

41. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, billings, County records, and patient records, in accordance with all applicable Federal, State, and local laws, ordinances, regulations, and directives relating to confidentiality, including, but not limited to, Welfare and Institutions Code (WIC) Sections 5328 through 5330, inclusive. Contractor shall inform all its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement. Contractor shall indemnify and hold harmless County, its officers, employees and agents, from and against any and all loss, damages, liability and expense arising out of any disclosures of such records and/or information by Contractor, its officers, employees, or agents.

42. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq., California Code of Regulations (CCR) Title 9, Section 850 et seq., and CCR Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Contractor to all patients/clients, patients'/clients' records, and Contractor's personnel in order to monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

43. LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement all appropriate licenses, permits, registrations and/or certificates required by law for the operation of its business and for the provision of services under this Agreement. Copies of all such applicable licenses, permits, registrations and/or certificates shall be delivered to County's Program Manager, prior to commencing services under this Agreement.

Contractor shall further ensure that all its personnel, including all its physicians, who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of such licenses shall be made available to County upon request.

44. RULES AND REGULATIONS: During the time Contractor and/or Contractor's personnel are at the LAC+USC FFTS, such persons shall be subject to the rules and regulations of the LAC+USC FFTS. It is the responsibility of Contractor to acquaint itself and such persons who may provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from County Program Manager that (i) such person has violated such rules or regulations, or (ii) such person's actions, while on County premises, may harm County patients. County Program Manager shall provide Contractor with a written statement of the facts supporting any such violation or action.

45. STAFF PERFORMANCE WHILE UNDER THE INFLUENCE: Contractor shall not knowingly permit any person to perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair his/her physical or mental performance.

46. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

47. WARRANTY AGAINST CONTINGENT FEES: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide

employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

48. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 48, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap, or medical conditions.

B. Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged

discrimination, such person may appeal the matter to the State, if appropriate.

C. If direct services (i.e., 24-hour services, day services, targeted case management, mental health services, medication support, and crisis intervention) are provided hereunder, Contractor shall have admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and which shall be in writing and available to the public. Contractor shall not employ discriminatory practices in the admission of any person, assignment of accommodations, or otherwise. Any time any person applies for services under this Agreement, such person shall be advised by Contractor of the complaint procedures described in the above paragraph. A copy of such complaint procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided under this Agreement.

49. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

A. Elders and Dependent Adults Abuse: Contractor, and all persons employed or subcontracted by Contractor, shall comply with WIC Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and permitted by 15631 and 15632. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

B. Minor Children Abuse: Contractor and all persons employed or subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq. and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code 11164, 11165.8 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall make the report on such abuse, and shall submit all required information, in accordance with PC Sections 11166 and 11167.

C. Contractor Staff:

(1) Contractor shall assure that any person who enters into employment as a care

custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign a statement on a form provided by Contractor in accordance with the above code sections to the effect that such person has knowledge of, and will comply with, these code sections.

(2) Contractor shall assure that clerical and other non-treatment staff who are not legally required to directly report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

(3) For the safety and welfare of elders, dependent adults, and minor children, Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.

(4) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults or minor children, or which otherwise make it inappropriate for such person to be employed by Contractor.

50. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for services performed by Contractor's employees for which County may be found jointly or solely liable.

51. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractor to complete the certification in Exhibit G, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California

law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

52. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS: Notwithstanding any other provision of this Agreement, this Agreement shall not be effective and binding upon the parties unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for County's current Fiscal Year. Further, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last Fiscal Year for which funds were appropriated.

53. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to

Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

54. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or Statement of Work or Fee Schedule hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties.

The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director of Mental Health.

55. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision at least, where feasible, 30 calendar days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of the determination of the effectiveness of the services delivered by the Contractor.

56. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This Contract is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any Contractor that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and the Office of Affirmative Action Compliance of this information prior to responding to a solicitation or accepting a contract award.

57. NOTICES: All notices or demands required or permitted to be given or made under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class, registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by County under this Agreement. Addresses and persons to be notified may be changed by either

party by giving ten days prior written notice thereof to the other party.

If to COUNTY:

County of Los Angeles
Department of Mental Health
550 S. Vermont Avenue, 5th Floor
Los Angeles, California 90020
ATTN: Richard Kushi, Division Chief

If to CONTRACTOR:

USC Care Medical Group, Inc.
Attn: Denise Koslicki
1520 San Pablo, Suite 1652
Los Angeles, CA 90033

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

COUNTY OF LOS ANGELES

By_____
MARVIN J. SOUTHARD, D.S.W.
Director of Mental Health

USC Care Medical Group, Inc.
CONTRACTOR

By_____

Name Minor Anderson

Title Chief Executive Officer
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and
Administration Division

PROFESSIONAL SERVICES AGREEMENT

USC CARE MEDICAL GROUP, INC

EXHIBIT A

STATEMENT OF WORK

FISCAL YEARS 2008-09, 2009-10 and 2010-11

I. Objective

The Department of Mental Health (DMH) requires specialized psychiatric and educational services at the Los Angeles County + University of Southern California (LAC+USC) Family Focused Treatment Services (FFTS) on the campus of the LAC+USC Medical Center and on-call psychiatric services at Augustus F. Hawkins (AFH) Urgent Care Center (UCC). USC Care Medical Group, Inc. (USC Care) is uniquely qualified to provide these services. USC Care and DMH understand and agree that persons providing physician services under this Professional Services Agreement shall be faculty members of the University of Southern California Department of Psychiatry and Behavioral Sciences or other qualified physicians engaged to provide on-call services for inpatient services at AFH..

LAC+USC FFTS: USC Care shall provide specialized psychiatric services and psychiatry residency training services for the newly established DMH LAC+USC FFTS. These services will support the transition and transformation of outpatient mental health services formerly provided by the Department of Health Services (DHS) to a client-centered, family-focused service. This transition will take place effective with the transfer of the outpatient services from Department of Health Services to DMH, and will promote DMH's overall transformation of service delivery from traditional individual-oriented clinical services to a Recovery Model of client and family driven, recovery-oriented services and supports, in accordance with DMH's Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan. The transfer is intended to enhance DMH's ability to meet the needs of unserved/underserved populations in Service Area (SA) 4 and ensure that individuals have access to appropriate resources in the DMH network of care.

USC Care shall provide 3.0 Full Time Equivalent (FTE) faculty physicians and 0.1 FTE Medical Director for the DMH LAC+USC FFTS. Services shall include, but not be limited to, assessment, medication support and therapy

services for LAC+USC FFTS clients, and academic and medical teaching services for psychiatry residents and DMH employees providing mental health services at LAC+USC FFTS. Further, productivity expectations for clinical services provided by trainees and faculty must be consistent with certification requirements and academic standards for clinical experience and appropriate supervision. Trainees in the adult training program will be expected to see 15-20 percent child and adolescent cases and 10 percent geriatric cases. Trainees in child and adolescent psychiatry may only see child and adolescent patients and their family members.

AFH UCC: USC Care shall provide evening, weekend and holiday on-call physician coverage at the AFH UCC to maintain operations and support the provision of urgent care services. On-call physician coverage includes on-site coverage as needed.

II. Description of Physician Services

A. **LAC+USC FFTS**: Physician Services shall consists of the activities set forth below:

1. Contractor Responsibilities::

   a. Provide 12,672 hours of direct mental health services annually including, but not limited to, assessment, medication support and therapy services provided by medical staff and trainees;
   b. Provide direct clinical services during hours that trainees are unavailable;
   c. Provide specialized treatment services for individuals with co-occurring mental illness and substance abuse issues utilizing state of the art knowledge of co-occurring disorders, psychopharmacology, and novel approaches to interventions and rehabilitation, using medical staff and trainees;
   d. Provide clinical supervision and other training opportunities for the USC Care psychiatry residents funded by DMH for the LAC+USC FFTS;
   e. Participate in the development of protocols necessary for the establishment of a seamless system of care spanning inpatient and outpatient public and private sector settings;
   f. Ensure physicians' participation as members of interdisciplinary care coordination teams for assessment and care planning;
   g. Ensure that individuals requiring non-psychiatric, routine physical health examinations, routine medical treatment, emergency medical care, and any associated medications and laboratory work are referred and treated by DHS primary care providers in accordance with DHS procedures.

h. Comply with all DMH clinical practice standards and guidelines, and participate fully in all DMH quality assurance activities related to services provided.
i. When applicable, USC Care shall comply with all requirements necessary for Short-Doyle Medi-Cal reimbursement for mental health services provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Welfare & Institutions Code Sections 5718 through 5724
j. USC Care shall not bill any County patient or third-party for services provided under this agreement.
k. In the event the volume of direct clinical care services presenting to the FFTS program exceeds the volume of services specified in this agreement by more than 15 % of the monthly expected amount (1/11 of the direct clinical hours for the FY 2008/09 and 1/12 for subsequent Fiscal Years), DMH agrees to discuss alternative measures to meet service demand.
l. If at any time the client mix does not meet the requirements for the training programs, USC Care will notify DMH, and the parties shall promptly meet to discuss alternative measures.

2. Staffing

a. USC Care shall assign 3.0 FTE University of Southern California Department of Psychiatry and Behavioral Sciences faculty members to the LAC+USC FFTS. Physician assignment shall be sufficient to ensure ongoing direct client care, i.e., assessment, medication support and therapy services by faculty and residents, as well as clinical supervision and training of psychiatry residents, and other responsibilities as described in Paragraph II, A.1 above at the LAC+USC FFTS.

b. USC Care shall assign 0.1 FTE University of Southern California Department of Psychiatry and Behavioral Sciences faculty member to serve as the LAC+USC FFTS Medical Director who shall work collaboratively with the DMH Program Manager to ensure that all program objectives are met. The Medical Director shall provide clinical supervision of residents and assist in training DMH personnel in mental health best practices regarding mental illness, psychopharmacology, and novel approaches to interventions and rehabilitation. Such training may include case consultations and conferences, participation in staff meetings, observation and evaluation of mental health services delivery and client interaction, and consultations on program specific issues, as mutually agreed upon between the parties.

c. The scheduling of services shall be developed by the DMH Program Manager responsible for the overall operation of the LAC+USC FFTS. USC Care will provide onsite physician services during weekdays between the hours of 8:00 a.m. and 5:00 p.m. sufficient for the provision of supervision and direct medical coverage for ongoing direct client care in the amount determine in Paragraph II, A.1.a. and A.1.b. in this Exhibit A for the term of the Agreement. Physician attendance shall be documented by USC Care physicians on the DMH daily attendance sign-in sheets provided by the DMH Program Manager designee shall notify USC Department of Psychiatry promptly in the event of any unapproved absence of a faculty member, to permit USC to assure proper coverage.

d. USC Care shall ensure that each of its University of Southern California Department of Psychiatry and Behavioral Sciences faculty members assigned to the LAC+USC FFTS shall be duly licensed to practice medicine in the State of California. The assigned physicians shall be responsible for providing the physician services outlined herein and shall render such services within the community standard. USC Care shall ensure that all assigned physicians perform or provide physician services hereunder in accordance with all applicable and accepted professional and ethical standards of their profession and that such services are in compliance with all applicable federal, State, and local laws, ordinances, regulations, polices, procedures, rules and directives of DMH.

e. DMH shall have the right to require that any physician assigned by USC Care be removed from assignment and replaced by USC Care in a timely manner acceptable to DMH.

f. DMH is required to maintain patient, billing and other records regarding services provided by the LAC+USC FFTS. USC Care shall ensure that assigned physicians fully cooperate with the DMH LAC+USC FFTS Mental Health Clinical Program Head in completing required clinical, billing, and/or other administrative records, and in billing third-party payers.

g. Physician Services will be measured and provided in terms of "hours" as described in Exhibit B, Paragraph I - A.

h. If, over a two month period, the amount of direct service hours falls 15 % below the monthly expected amount, DMH and USC Care will enter into discussions to discuss the source of such variance and to determine if alternative measures are needed.

B. **AFH UCC:** Physician Services for the AFH UCC shall consist of the activities set forth below:

Contractor Responsibilities and Staffing

a. USC Care shall assign University of Southern California Department of Psychiatry and Behavioral Sciences faculty members to provide on-call physician services for DMH clients of the AFH UCC, including on-site services, if necessary. On-call services shall include, but are not limited to, psychiatric consultation and medication prescription services for those individuals for whom the results of a psychiatric and medical evaluation are available. On-site services shall include, but are not be limited to, psychiatric evaluation, diagnosis and medication prescription services in the event of a psychiatric emergency or other unusual circumstance.

b. USC Care shall provide on-call after-hours coverage for the AFH UCC up to eight hours per day on weekends and holidays, specific hours to be determined based upon the needs of the UCC, for the term of the Agreement. Should it be necessary for a USC Care on-call physician to come to the UCC for emergency or other coverage, USC Care shall provide on-site coverage for the number of hours that the on-site services are required. The DMH program manager responsible for the overall operation of the AFH UCC shall develop the scheduling of services under this Section and may adjust the schedule at any time, based upon the needs of the service.

c. USC Care shall ensure that physicians providing AFH UCC coverage are familiar with AFH UCC operations.

USC Care shall ensure that each of its University of Southern California Department of Psychiatry and Behavioral Sciences faculty members assigned to provide AFH UCC on-call coverage shall be duly licensed to practice medicine in the State of California. If at any time the volume of services needed is exceeded, USC Care will notify DMH, and the parties shall promptly meet to discuss alternative measures.

d. To the extent that the services are provided by USC Care faculty, the assigned physicians shall be responsible for providing the on-call services outlined herein and shall render such services within the community standard. USC Care shall

ensure that all assigned physicians providing on-call coverage hereunder shall do so in accordance with all applicable and accepted professional and ethical standards of their profession and that such services shall be in compliance with all applicable federal, State, and local laws, ordinances, regulations, polices, procedures, rules and directives of DMH.

e. DMH shall have the right to require that any physician assigned to provide on-call coverage be removed from assignment and replaced in a timely manner acceptable to DMH.

f. DMH is required to maintain patient, billing and other records regarding services provided by the AFH UCC. USC Care shall ensure that assigned physician staff fully cooperate with the DMH AFH UCC Mental Health Clinical Program Head in completing required clinical, billing, and/or other administrative records

g. Physician Services will be provided and documented in "hours" as described in Exhibit B, Paragraph I - B.

PROFESSIONAL SERVICES AGREEMENT

USC CARE MEDICAL GROUP, INC

EXHIBIT B

FEE SCHEDULE

FISCAL YEARS 2008-09, 2009-10 and 2010-11

I. Financial Provisions

A. Physician Services at LAC+USC FFTS

Reimbursement for these services shall be paid monthly in arrears through invoices from USC Care to DMH, including time cards detailing the hours worked as well as a certification, signed by the DMH LAC+USC FFTS manager, of the direct and indirect services delivered during the hours worked by each physician, consistent with the following rates:

Physician annual rate	$ 250,000
Medical Director annual rate	$ 25,000

*Includes salary and employee benefits

B. LAC+USC FFTS One-Time Costs

Contractor shall be reimbursed up to 1/11 of the TCA for one-time costs incurred by Contractor for training of faculty during the first three months of the term of the Agreement for FY 2008-2009. Payment of one-time costs is contingent upon adequate documentation by Contractor of faculty training hours and shall not exceed those hours necessary to ensure provision of services at LAC+USC FFTS, provided, however, that the total reimbursement under this Paragraph I, B and Paragraph I, A. above shall not exceed the TCA for LAC+USC FFTS as provided in Paragraph I. D. below.

C. Physician After-Hours Services at AFH UCC

USC Care shall provide on-call after-hours physician services described in Exhibit A, Paragraph II, - B, consistent with the following hourly rates:

On-Call rate	$ 10.00/ hour
On-Site rate	$135.00/ hour

Reimbursement for these services shall be paid monthly in arrears through invoices from USC Care to DMH, including time cards detailing the hours worked as well as a certification, signed by the DMH AFH UCC manager, of the direct and indirect services delivered during the hours worked by each physician. The total amount of reimbursement shall not exceed the compensation amount for the Physician After-Hours Services at AFH UCC as listed in Paragraph D., Total Compensation Amount (TCA) for the Physician Services Program.

D. Total Compensation Amount

For the services described in the Statement of Work, the total amount of reimbursement for each Fiscal Year shall not exceed the TCA for the Professional Services Agreement (PSA).

The TCA for the PSA Agreement is:

Program	Annual Cost
FFTS Physician Services	$775,000
AFH UCC After-hours Physician Services	36,364
Tithes	81,136
Total TCA for Physician Services	**$892,500***

II. Payment Procedures

A. Physician Services at LAC+USC FFTS

DMH and USC Care understand and agree that USC Care shall be responsible for submitting monthly timecards and certification forms and invoices as described in Paragraph I above by the fifteenth of the month following the month in which the services were rendered. The invoices shall detail direct and indirect services provided during each hour of billed time. Services shall be identified by client when direct, service type and duration in minutes. Upon receipt and approval of invoices by the LAC+USC Mental Health Program Head, including the timecards, certification of hours provided from USC Care, and reconciliation with DMH daily attendance sign-in sheets, DMH shall directly reimburse USC Care for services set forth in the Statement of Work according to the levels and rates set forth in Paragraph I of this Fee Schedule.

B. LAC+USC FFTS One-Time Costs

In order to receive payment of one-time costs as described above in Paragraph I. B, USC Care shall be responsible for submitting adequate documentation of faculty training hours as described in Paragraph I

above and an invoice by the fifteenth of the month following the month in which the training was conducted. Upon receipt and approval of invoices by DMH Program Head, including documentation of faculty training provided from USC Care, DMH shall directly reimburse USC Care for services set forth in the Statement of Work according to the levels and rates set forth in Paragraph I. A.

C. Physician On-Call Services at AFH UCC

USC Care shall submit invoices for the LAC+USC FFTS services with timecards signed by the LAC+USC FFTS Mental Health Clinical Program Head to:

Medical Director
Emergency Outreach Bureau
Los Angeles County Department of Mental Health
550 South Vermont Avenue, 12th Floor
Los Angeles, CA 90020

USC Care shall submit invoices for the AFH UCC services with timecards signed by the AFH UCC Mental Health Clinical Program Head to:

Medical Director
Service Area 6
Los Angeles County Department of Mental Health
550 South Vermont Avenue, 12th Floor
Los Angeles, CA 90020

DMH shall send payment to:

USC Care Medical Group, Inc.
1520 San Pablo, Suite 1652
Los Angeles, CA 90033

III. Billing and Payment Procedures and Limitations Related to Overhead Costs and Tithes

A. Tithes:

For purposes of reimbursement under this Agreement, the County will recognize costs identified as "Tithes" subject to the conditions in this Paragraph III.A. "Tithes" are paid by the USC Care Medical Group, Inc. (Contractor) to the University of Southern California (USC) Dean of the Keck School of Medicine and the Keck School of Medicine Department of Psychiatry and Behavioral Science.

1. The "Tithes" shall be:

   a. USC Dean of the Keck School of Medicine – the lower of 5% of the Total Compensation Amount (TCA) or 5% of the actual payments, excluding "Tithes" costs, for each particular fiscal year of this Agreement.

   b. Keck School of Medicine Department of Psychiatry and Behavioral Science – the lower of 5% of the TCA or 5% of the actual payments, excluding "Tithes" costs, for each particular fiscal year of this Agreement.

2. Services and Functions Reimbursed by "Tithes":

   The Keck School of Medicine assesses "tithes" to fund the administrative services it provides to USC Care, and to support its academic and research missions. USC Care acknowledges that its faculty members benefit directly and indirectly from all of the uses to which these funds are put. The tithes shall be recognized as costs to be paid under this Agreement to the extent or degree the following conditions are met.

   a. Such "Tithes" payments by County are to be used within the USC Keck School of Medicine including, but not limited to, the Department of Psychiatry and Behavioral Science.

   b. The expenditure of the "Tithes" funds is to be consistent with supporting the County's public mental health system.

   c. "Tithe" funds may be used to fund the following provided that such expenditures support and/or promote mental health purposes: faculty salaries and recruitment; medical student education; program development; research; teaching program for medical students; residency training curriculum development and teaching; training program development in other than psychiatry mental health disciplines; other mental health program development; recruitment of mental health trainees, and faculty and clinicians. Additionally, general administrative overhead costs that benefit the program and which are part of the "Tithes" are allowable.

B. "Tithes" To Be Billed to Mental Health Service Act (Not to be billed to Short-Doyle Medi-Cal):

The "Tithes" specified in the A.2 above, Services and Functions Reimbursed by "Tithes", shall not be allocated to any Short-Doyle

Medi-Cal services rendered under this Agreement or billed as part of a Short-Doyle Medi-Cal service. The "Tithes" when consistent with the provisions of this III - B are considered by the County as an allowable cost under the Mental Health Services Act. In the event of a future State audit that disputes the County's position, Contractor shall be reimbursed for the "Tithes" by the County from other County funds.

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*This action is fully funded with MHSA funds.

EXHIBIT C

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

CONTRACTOR _____

CONTRACT NUMBER _____

CONTRACTOR ACKNOWLEDGEMENT:

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

CONFIDENTIALITY AGREEMENT:

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

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

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT
(Continued)

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

I agree to report to the County Project Manager any and all violations of this contract by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the County Project Manager upon completion of termination of this contract.

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

NAME:_____ DATE: _____
(Signature)

NAME:_____
(Please print)

POSITION: CONTRACTOR

Revised: 4/21/05

EXHIBIT D

SUBCONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

SUBCONTRACTOR NAME _____

CONTRACT NUMBER _____

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT:

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

EMPLOYEE CONFIDENTIALITY AGREEMENT:

You may be involved with work pertaining to services provided by County or _____ _____ and, if so, you may have access to confidential data and information pertaining to persons and/or entities receiving services from County or _____. In addition, you may also have access to proprietary information supplied by County or ___ _____ or by other vendors doing business with _____. _____ have a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, mental health, criminal and welfare recipient records. If you are to be involved in County work, the County must ensure that you, too, will protect the confidentiality of such data and information. Consequently, you must sign this agreement as a condition of your work with _____ _____. Please read this agreement and take due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work in connection with the _____ Agreement with the County. I agree to forward all requests for the release of any data or information received by me to the Contractor Project Manager.

I agree to keep confidential all financial, health, criminal and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from County or _____, design concepts, algorithms, programs, formats, documentation, County proprietary information and all other original materials produced, created or provided to or by me under the above referenced Agreement.

EXHIBIT D

SUBCONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

I agree to protect these confidential materials against disclosure to other than County employees who have a need to know the information. I agree that if proprietary information supplied by County or _____ or by other County vendors is provided to me during this engagement, I shall keep such information confidential.

I agree to report to the Contractor Project Manager any and all violations of this Agreement by myself and/or by any other person of which I became aware. I agree to return all confidential materials to the Contractor Project Manager upon completion of termination of this Agreement.

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

BY:_____ **DATE:** _____
(Employee Signature)

NAME:_____
(Please Print)

When completed, this form must be maintained on file by CONTRACTOR in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.

Revised (5/17/05)

EXHIBIT E

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

I, the undersigned certify that I am not presently excluded from participation in federally funded health care programs, nor is there an investigation presently pending or recently concluded of me which is likely to result in my exclusion from any federally funded health care program, nor am I otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I further certify as the official responsible for the administration of **University of Southern California (USC) Care Medical Groups, Inc.**, (hereafter "Contractor") that all of its officers, employees, agents and/or Subcontractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or Subcontractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or Subcontractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

I understand and certify that I will notify DMH within thirty (30) calendar days, in writing of:

- Any event that would require Contractor or any of its officers, employees, agents and/or Subcontractors exclusion or suspension under federally funded health care programs, or

- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or Subcontractors, barring it or its officers, employees, agents and/or Subcontractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____

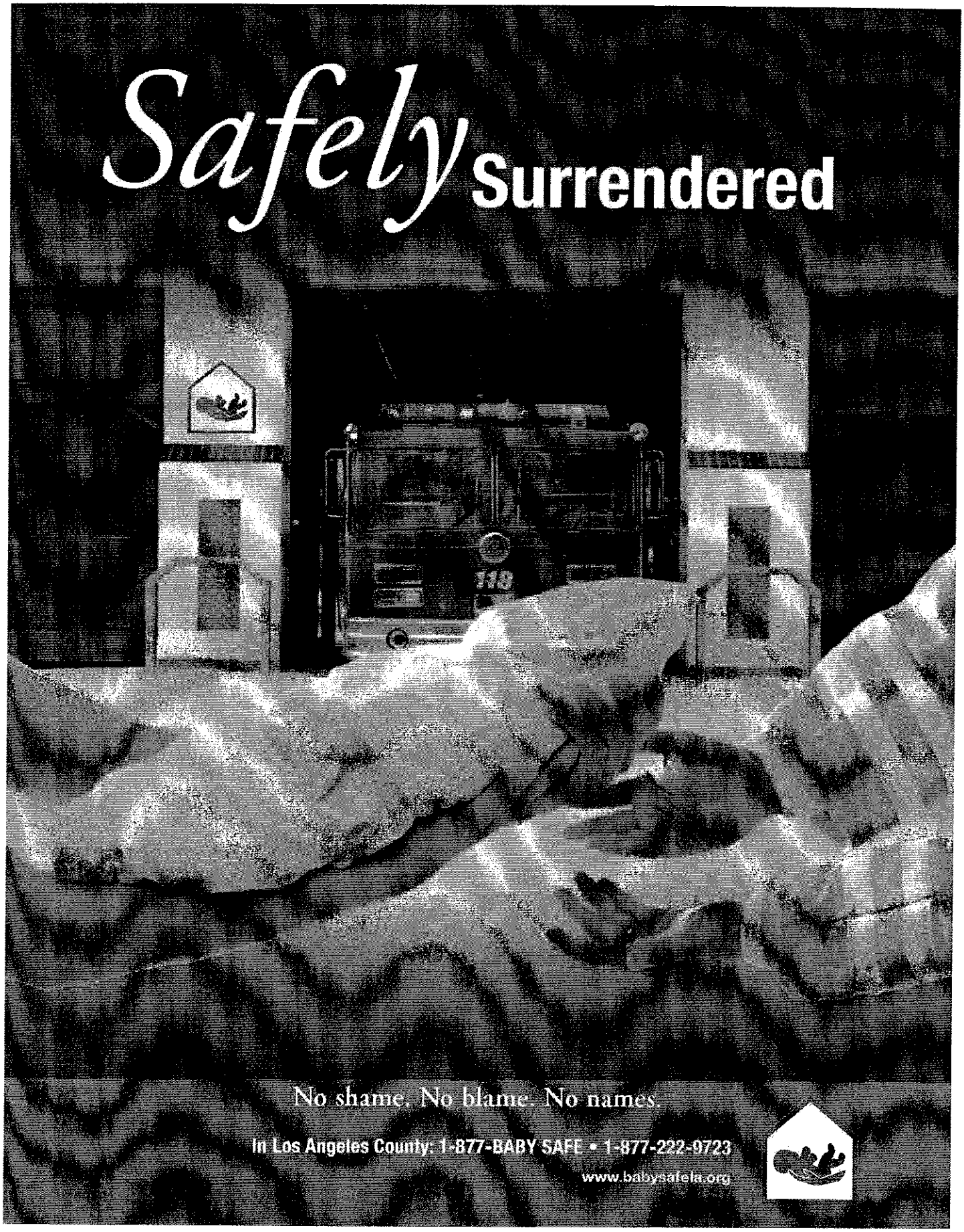
Please print name

Signature of authorized official _____ Date _____

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents and other persons with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

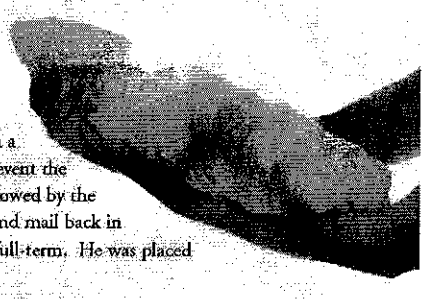
What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

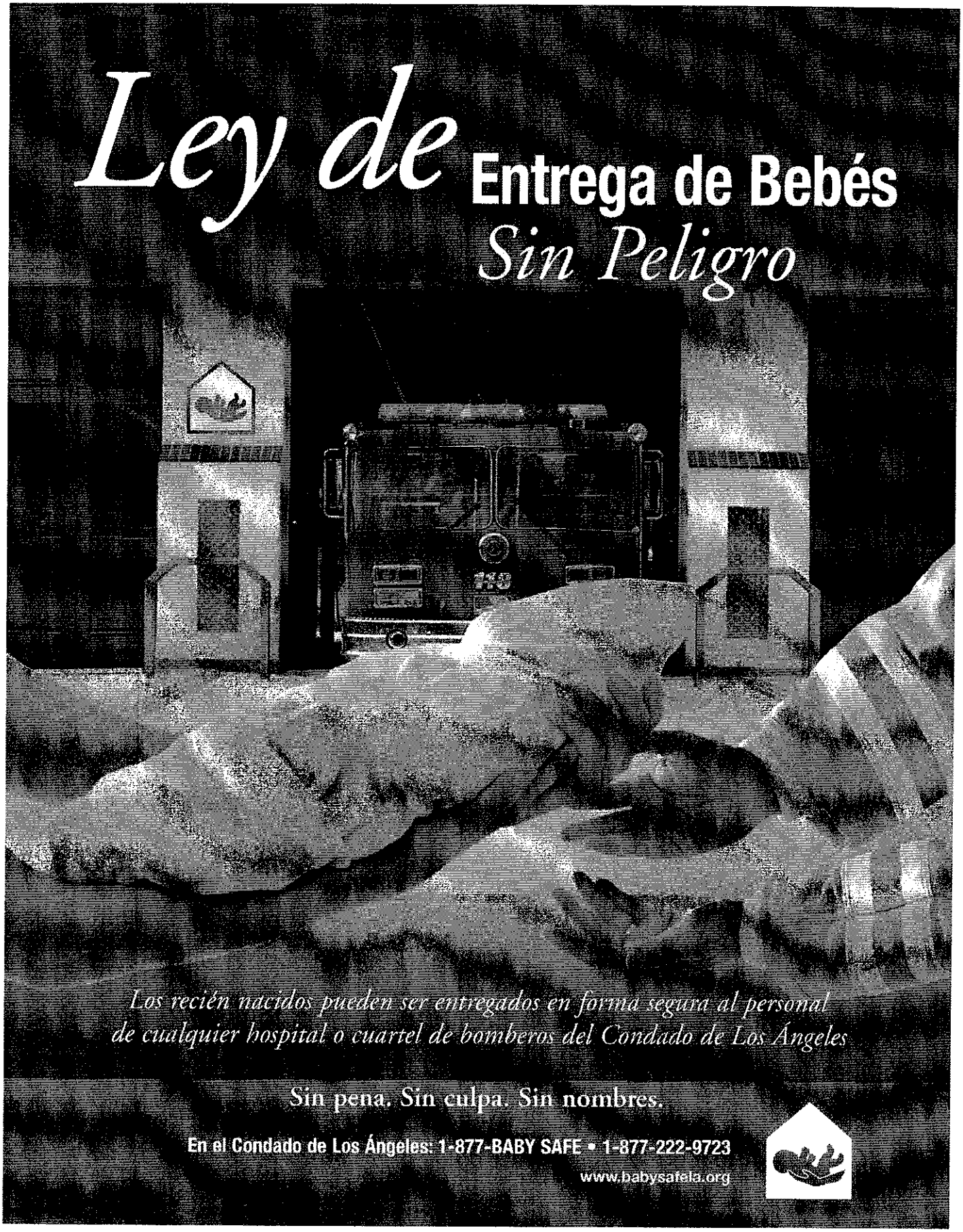
Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story



Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.


Ley de Entrega de Bebés
Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Ángeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

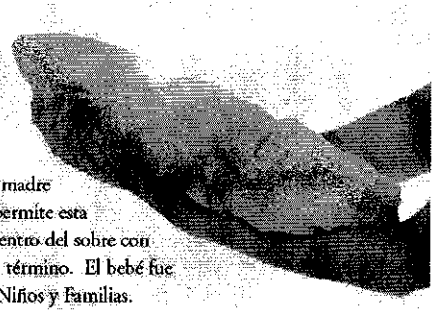
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé



A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

EXHIBIT G

CHARITABLE CONTRIBUTIONS CERTIFICATION

University of Southern California (USC) Care Medical Group, Inc.
Company Name

1510 San Pablo Street, 6th Floor, Los Angeles, CA 90033-4615
Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

ATTACHMENT III

COUNTY OF LOS ANGELES

MARVIN J. SOUTHARD, D.S.W.
Director

ROBIN KAY, Ph.D.
Acting Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.info

Reply To: (213) 738-4601
Fax: (213) 386-1297

April 23, 2008

TO: Each Supervisor

FROM: Marvin J. Southard, D.S.W.
Director of Mental Health

SUBJECT: **ADVANCE NOTIFICATION OF INTENT TO ENTER INTO SOLE SOURCE CONTRACT NEGOTIATIONS WITH THE UNIVERSITY OF SOUTHERN CALIFORNIA CARE MEDICAL GROUP, INC.**

This memo is to comply with the Chief Administrative Officer, David E. Janssen's September 1999 letter regarding contracting policy requirements for sole source contracts. It is the Los Angeles County Department of Mental Health's (DMH) intent to enter into sole source contract negotiations with the University of Southern California Care Medical Group, Inc. (USC) located at 1510 San Pablo St., 6th floor, Los Angeles, CA 90033-4613.

Over the past year the recruitment of physicians has continued to be a significant problem, a situation exacerbated by the drain of the available physician applicant pool to the State Correctional and Hospital system, where salaries far exceed those offered by the County. Due to a shortage of physicians and the transfer of the Los Angeles County + University of Southern California (LAC+USC) Medical Center outpatient services from the Department of Health Services (DHS) on July 1, 2008, DMH proposes to enter into a new Consultant Services Agreement with USC to provide physician services for new outpatient Family-Focused Treatment Services (FFTS) at LAC+USC.

DMH plans to transition DHS' traditional psychiatric outpatient program into a new, family-focused outpatient service that promotes DMH's system-wide transformation of service delivery from traditional services to a Recovery Model of service delivery in accordance with the Department's Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan. The unit will be known as LAC+USC FFTS. The FFTS will provide a model center for the education and training of a variety of mental health specialists, beginning with psychiatry residents and expanding to include psychologists, social workers and other disciplines.

In addition, the new Agreement will provide on-call psychiatric coverage at the Augustus F. Hawkins (AFH) Urgent Care Center (UCC) between the hours of 10:00 p.m. and midnight on weekdays and for up to eight hours per day on weekends and holidays (specific hours to be based upon the needs of the UCC). DMH currently has a Purchase of Services Order with the USC physicians to provide coverage for the AFH UCC through June 30, 2008. Upon Board approval, this proposed Agreement would be effective July 1, 2008.

USC is uniquely qualified to provide physician services for the LAC+USC FFTS and on-call coverage at AFH UCC in that it currently provides psychiatric services for Psychiatric Emergency Services (PES), outpatient, and inpatient programs at LAC+USC and AFH under the Medical School Operating Agreement with DHS. In addition, USC operates the DMH-contracted UCC at LAC+USC that works collaboratively with the DHS PES, inpatient, and outpatient programs to ensure an integrated continuum of psychiatric care intended to reduce the demand on the PES and inpatient services and promote recovery-oriented, community-based mental health care.

The total annual amount for the requested services, beginning with Fiscal Year 2008-2009, is $892,500: $852,000 for the FFTS and $40,000 for after-hours coverage at AFH UCC, funded by MHSA funding. The new Agreement with USC will include psychiatry residents training with service delivery and overhead, including tithes, related to the cost of providing such supervision, teaching, and academic services by the University of Southern California.

Unless otherwise instructed by a Board office, DMH will proceed with negotiating the sole source contract within two weeks. DMH will work closely with both the Office of the County Counsel and the Chief Executive Office in preparing a new Consultant Services Agreement with the University of Southern California Care Medical Group, Inc.

MJS:TB:MM:mm

c: Chief Executive Officer

ATTACHMENT III

SOLE SOURCE CHECK LIST

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS ***Identify applicable justification and provide documentation for each checked item.***
✓	➢ Only one bona fide source for the services exists; performance and price competition are not available,
✓	➢ Quick action is required (emergency situation
	➢ Proposals have been solicited but no satisfactory proposals were received.
	➢ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider
	➢ Maintenance service agreements exist on equiptment which must be serviced by the authorized manufacturer's service representatives.
	➢ It is more cost-effective to obtain services by exercising an option under an existing contract
✓	➢ It is in the best interest of the County, e.g., administrative cost savings, exscessive learning curve for a new service provider, etc.
	➢ Other reason. Please explain:

_____ _____

Deputy Chief Executive Officer, CEO Date

Each County department head is also required to report to the Chief Executive Officer by June 30 of each year those sole source contracts under $250,000 executed by/for their department for the fiscal yeaqr ending June 30. The Chief Executive Officer will compile the list and submit it to the Board of Supervisors.

RESPONSIBLE DEPARTMENT

Chief Executive Offce

Internal Services Department