COUNTY OF LOS ANGELES

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DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

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

June 16, 2009

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:

AUTHORIZATION TO RENEW AFFILIATION AGREEMENTS FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to renew Affiliation Agreements for Student Professional Development Programs with various educational institutions and Cedars-Sinai Medical Center to provide students with specialized training and clinical experience in dealing with dually diagnosed, severely, and persistently mentally ill and acutely ill populations, and authorization to enter into new agreements with qualified universities/educational institutions.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Director of the Department of Mental Health, or his designee, to prepare, sign, and execute the renewal of Affiliation Agreements, substantially similar to Attachment A-1, for Student Professional Development Programs (SPDP) with 15 educational institutions as listed on Attachment A-2, and one Affiliation Agreement with Cedars-Sinai Medical Center, substantially similar to Attachment A-3, for Fiscal Years 2009-10, 2010-11, and 2011-12 with two one-year renewal options. The Affiliation Agreements do not have financial obligations or Maximum Contract Amounts (MCA).

2. Authorize the Director of Mental Health, or his designee, to enter into future new Affiliation Agreements for SPDP's with qualified universities/educational

institutions, and to execute future amendments to all Agreements provided that: 1) approval of County Counsel and the Chief Executive Officer (CEO), or their designee, is obtained prior to any such Agreement; 2) any revisions shall be used to provide additional services or to reflect program and/or policy changes; and 3) the Director of Mental Health shall notify the Board of Supervisors in writing within 30 days after execution of each Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is requested to renew all Affiliation Agreements that will expire June 30, 2009. The SPDP provides specialized training and clinical experience to students in the fields of nursing, occupational therapy, psychiatric technician, psychology, public administration, social work, marriage and family therapy and vocational rehabilitation. Continuation of this training provides a mutual benefit to DMH and the students, whereby the student interns receive DMH directly supervised training and clinical experience at County facilities, and DMH benefits by this additional workforce for the provision of services, which also serves as a potential recruitment pool for DMH.

The Cedars-Sinai Medical Center Agreement provides a professional training program for the education of medical residents to obtain clinical experience in community mental health care at County facilities.

Implementation of Strategic Plan Goals

The recommended actions are consistent with County Strategic Plan Goal 2, Children, Family, and Adult Well-Being, and Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

There is no net County cost.

There are no financial obligations or MCAs for Affiliations. Supervised training is provided by DMH staff.

FACTS AND PROVISIONAL/LEGAL REQUIREMENTS

Renewal of the 15 SPDP Agreements and one Affiliation Agreement with Cedars-Sinai Medical Center will provide students professional training in specialized programs and clinical experience in community mental health working with dually diagnosed, severely, and persistently mentally ill and acutely ill populations through these service providers. The Agreement formats have been approved as to form by County Counsel. The CEO

has reviewed the proposed actions. Clinical and administrative staff of DMH will continue to supervise and administer agreements, evaluate programs to ensure that quality services are provided to clients, and ensure that Agreement provisions and departmental policies are followed.

Attachment A-2 provides information regarding educational institutions, Supervisorial Districts, and Agreement terms.

IMPACT ON CURRENT SERVICES

Renewal of these agreements will continue the specialized training of students in the fields of nursing, occupational therapy, psychiatric technician, psychology, public administration, social work, marriage and family therapy, and vocational rehabilitation at County mental health facilities and Cedars-Sinai Medical Center.

Respectfully submitted,

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

MJS:KW:RK:LQ

Attachments (3)

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

CONTRACTOR/UNIVERSITY:

_____

_____

Business Address:

_____

_____

_____
Contract Number

_____
Reference Number

Supervisorial District ___All_____

COUNTY OF LOS ANGELES

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

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COUNTY OF LOS ANGELES

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

THIS AGREEMENT is made and entered into this _____, by and between the

COUNTY OF LOS ANGELES
(hereafter "COUNTY") and

_____
(hereafter "CONTRACTOR/UNIVERSITY").

Business Address:

_____

_____

RECITALS

WHEREAS, pursuant to California Health and Safety Code Section 1441, COUNTY has established and operates, through its Department of Mental Health (hereafter "DMH"), a network of County mental health facilities (hereafter "FACILITY"); and

WHEREAS, COUNTY educates and trains students through placement experiences which are a required and an integral part of professional academic curriculums; and

WHEREAS, COUNTY is responsible for student professional development programs, and academic institution/professional school (hereafter "CONTRACTOR/UNIVERSITY") desires an affiliation with COUNTY in training students through placement experiences at COUNTY's FACILITY; and

WHEREAS, CONTRACTOR/UNIVERSITY and COUNTY have found it to be in the public and in their mutual interest to, from time to time, provide an affiliation for the training of students from various academic institutions/professional schools in the core disciplines of nursing, occupational therapy, psychiatric technician, psychology, public administration, social work, marriage and family therapy and vocational rehabilitation, and gerontology; and

WHEREAS, it is the purpose of this Agreement to provide students with specialized training at COUNTY's FACILITY working with dually diagnosed, severely, and persistently mentally ill and acutely ill populations, CalWORKs participants, and consumers in both hospital settings and community-based agencies

and to provide mental health services, including individual/group, case management, rehabilitation and continuing care services, to consumers and families affected by mental illness; and

WHEREAS, COUNTY'S Department of Mental Health will provide all students with the required number of hours per week of on-site training at specified program sites; and

WHEREAS, this Agreement is authorized by California Government Code Section 26227 and otherwise.

NOW, THEREFORE, CONTRACTOR/UNIVERSITY and COUNTY agree 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 services 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, business 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 and 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 statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals 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. SERVICES PROVIDED: CONTRACTOR/UNIVERSITY shall provide students to COUNTY for training purposes as set forth in Exhibit A (STATEMENT OF WORK) and submit Exhibit B (NOTICE OF STUDENT PLACEMENT) to the Training and Cultural Competency Bureau prior to intended start date, which are attached hereto and incorporated by reference.

2. TERM: The term of this Agreement shall commence on _____ and shall continue in full force and effect through _____. Thereafter, this Agreement shall be automatically renewed for four successive one-year periods, the first commencing _____ and continuing through _____, the second commencing _____ and continuing through _____, the third commencing on _____ and continuing through _____ and the fourth commencing on _____ and continuing through _____, unless the desire of either party to terminate this

Agreement is given in writing to the other party on or before May 31 of any COUNTY fiscal year (July 1 through June 30) in which this Agreement is in effect.

3. TERMINATION OF AGREEMENT:

A. In any event, either party may at any time terminate this Agreement for any reason by giving at least 90 days written notice to the other party.

B. In the event of any interruption of either party's operations by war, fire, insurrection, labor troubles, riots, the natural elements, acts of God, or, without limiting the foregoing, any other cause beyond either party's control which substantially interferes with such party's ability to fulfill any obligation under this Agreement, such party shall immediately inform the other party, and this Agreement may be terminated immediately by either party by giving written notice to the other party.

C. Notwithstanding any other provision of this Agreement, the failure of CONTRACTOR/UNIVERSITY to comply with the terms of this Agreement or any directions by or on behalf of COUNTY issued pursuant thereto, may constitute a material breach thereof, thereby justifying immediate termination or suspension of this Agreement.

4. ADMINISTRATION: The Director of DMH or his authorized designee (hereafter collectively "Director") shall have the authority to administer and monitor this Agreement on behalf of COUNTY. CONTRACTOR/UNIVERSITY shall designate in writing a person who shall have the authority to administer this Agreement on behalf of CONTRACTOR/UNIVERSITY. Director and CONTRACTOR/UNIVERSITY may, in writing, agree from time to time among themselves regarding the policies and procedures necessary to implement and otherwise carry out the purposes of this Agreement and shall provide copies of such writings to each other in accordance with Paragraph 28 (NOTICES). Such policies and procedures shall include, but are not limited to:

A. Procedures to implement Paragraph 5 (NOTIFICATION OF TRAINING PROGRAMS).

B. Policies regarding the certification of successful completion of a student's training.

C. Policies regarding student training hours.

D. Policies regarding the availability of each party's services (e.g., telephone, clerical support, etc.) to students.

E. Policies regarding the use of each party's property (e.g., facilities, supplies, equipment, etc.)

by students and the responsibility of students to return and/or account for such property.

5. NOTIFICATION OF TRAINING PROGRAMS: Each party shall periodically notify the other party of its available training positions and any prerequisites applicable to students who may be sent for training thereunder.

6. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: CONTRACTOR/UNIVERSITY shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates, as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to COUNTY's FACILITY(IES) and services under this Agreement. CONTRACTOR/UNIVERSITY shall further ensure that all of its officers, employees, and students, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder.

7. INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the County, 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 the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend and hold harmless CONTRACTOR/UNIVERITY and its trustees, 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 COUNTY's acts and/or omissions arising from and/or relating to this Agreement.

8. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate

to this Agreement.

8.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles

Department of Mental Health

550 South Vermont Avenue, 5th floor

Los Angeles, CA 90020

Attention: Contracts Development and Administration Division

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.2 **Additional Insured Status and Scope of Coverage**

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

8.3 **Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of

premium.

8.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.6 **Contractor's Insurance Shall Be Primary**

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

8.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy.

Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.10 **Claims Made Coverage**

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

8.11 **Application of Excess Liability Coverage**

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

8.12 **Separation of Insureds**

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

8.13 **Alternative Risk Financing Programs**

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

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

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

9. INSURANCE COVERAGE:

9.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

9.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

9.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

9.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

  Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- **Professional Liability/Errors and Omissions**

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

10. TRAINING AND SUPERVISION: COUNTY shall provide training to and supervision of CONTRACTOR/UNIVERSITY's students at FACILITY.

11. RESTRICTION, TERMINATION, AND CERTIFICATION OF STUDENT TRAINING:

A. Restriction: Receiving Party may impose restrictions (e.g., suspension from training program, requirement of supervision, limitation of clinical activities, etc.) on the training of any of CONTRACTOR/UNIVERSITY's students by giving written notice of the nature and duration of such restriction to CONTRACTOR/UNIVERSITY. Receiving Party shall send written reasons for such training restriction to CONTRACTOR/UNIVERSITY within ten days after the date any such restriction is imposed. The requirement of written notice and written reasons described in this Subparagraph A shall not limit the right of COUNTY to impose immediate restrictions upon the clinical activities of such students when required in the interests of patient care.

B. Termination: COUNTY may immediately terminate the training of any of CONTRACTOR/UNIVERSITY's students by giving written notice of such termination to CONTRACTOR/UNIVERSITY. COUNTY shall send written notice stating the reason for such termination to

CONTRACTOR/UNIVERSITY within thirty days after the date of termination.

C. Certification of Training Completion: COUNTY shall have the right to refuse to certify that a student of CONTRACTOR/UNIVERSITY has successfully completed COUNTY's training program. All certifications of successful completion of training programs and all refusals of such certifications shall be done in accordance with any policies and procedures regarding certification agreed upon pursuant to Paragraph 4 (ADMINISTRATION).

D. Procedures for Student Disputes: Resolution of any dispute by any of CONTRACTOR/UNIVERSITY's students against CONTRACTOR/UNIVERSITY or COUNTY as a result of any action taken by CONTRACTOR/UNIVERSITY or COUNTY under Subparagraphs A, B, or C above or otherwise, shall be the sole responsibility of CONTRACTOR/UNIVERSITY and shall be in accordance with the policies and procedures, if any, established by CONTRACTOR/UNIVERSITY. Upon written request of CONTRACTOR/UNIVERSITY, COUNTY shall cooperate and assist in such resolution by providing nonconfidential records or information pertinent to such dispute and otherwise as appropriate and necessary.

12. STATUS OF STUDENTS: Notwithstanding any other provision of this Agreement, the parties agree that each student shall at all times remain the student of CONTRACTOR/UNIVERSITY. In this connection, and except as otherwise provided in Paragraph 9 (RESTRICTION, TERMINATION, AND CERTIFICATION OF STUDENT TRAINING), Subparagraph D (Procedures for Student Disputes), CONTRACTOR/UNIVERSITY's students shall at all times be subject to CONTRACTOR/UNIVERSITY's administrative rules and regulations. Each student shall, however, be required to comply with all rules, regulations, and standards of COUNTY's facility unless specifically in conflict, as mutually agreed by COUNTY and CONTRACTOR/UNIVERSITY. The parties shall cooperate to acquaint students with the rules and regulations of FACILITY. Students shall at no time throughout this Agreement be considered officers, employees, or agents of the COUNTY.

13. RECORDS: All records of each party in any way concerning the performance of this Agreement shall be available during normal business hours for inspections and audit by the other party and shall be maintained at a location in Southern California. Such records shall include, but are not limited to:

A. Daily account of the number of person-hours spent by each of CONTRACTOR/UNIVERSITY's students at FACILITY (e.g., record keeping).

B. Student's signature and student's supervisor's signature on record keeping documentation evidencing student's time spent at COUNTY.

C. Semester/quarter reports of:

1. The name of each student involved during the particular calendar month.

2. The year of training of each such student.

3. The total number of person-hours each such student spent at FACILITY.

14. CONFLICT OF INTEREST:

A. 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 economic dependent of such employee, shall be employed in any capacity by CONTRACTOR/UNIVERSITY or have any direct or indirect financial interest in this Agreement. No officer or employee of CONTRACTOR/UNIVERSITY 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.

B. CONTRACTOR/UNIVERSITY 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/UNIVERSITY warrants that it is not now aware of any facts which create a conflict of interest. If CONTRACTOR/UNIVERSITY 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.

15. STUDENT AGREEMENTS: CONTRACTOR/UNIVERSITY may require its students to execute the Agreement Regarding Participation in Affiliated Training Program attached hereto as EXHIBIT C, or any similar agreement, and a volunteer package provided by the Training and Cultural Competency Bureau as a condition for participation.

16. AUTHORIZATION WARRANTY: CONTRACTOR/UNIVERSITY represents and warrants that the person executing this Agreement on its behalf is an authorized agent who has actual authority to bind CONTRACTOR/UNIVERSITY to each and every term, condition, and obligation of this Agreement and that all

requirements of CONTRACTOR/UNIVERSITY have been fulfilled to provide such actual authority.

17. CONTRACTOR/UNIVERSITY RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor/University is a Contractor/University 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/Universities.

B. The Contractor/University 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/University on this or other Agreements which indicates that the Contractor/University is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor/University 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/University may have with the County.

C. The County may debar a Contractor/University if the Board of Supervisors finds, in its discretion, that the Contractor/University 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/University'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/University may be subject to debarment, the Department will notify the Contractor/University in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor/University 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/University and/or the Contractor/University'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/University should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor/University 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/University has been debarred for a period longer than five years, that Contractor/University 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/University 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.

18. CONTRACTOR'S/UNIVERSITY'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor/University 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/University will notify Director within 30 calendar days in writing of: (1) any event that would require Contractor/University 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/University 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/University shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor/University or its staff members from such participation in a Federally funded health care program. Contractor/University shall provide the certification set forth in Exhibit E as part of its obligation under this Paragraph 18.

Failure by Contractor/University to meet the requirements of this Paragraph 18 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

19. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor/University shall notify and provide to its employees, who are involved in otherwise related to the subject matter of this Agreement and shall require each subcontractor/University 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 D of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

20. CONTRACTOR'S/UNIVERSITY'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Contractor/University acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor/University understands that it is the COUNTY's policy to encourage all COUNTY Contractor/University's to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor/University's place of business. The Contractor/University will also encourage its sub-agencies, if any, to post this poster in a prominent position in the sub-agencies place of business. The COUNTY's Department of Children and Family Services will supply the Contractor/University with the poster to be used.

21. DELEGATION AND ASSIGNMENT BY CONTRACTOR/UNIVERSITY:

A. Contractor/University 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/University may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor/University 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/University 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/University's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor/University, 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/University as it could pursue in the event of default by Contractor/University.

22. 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/University'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.

23. CONTRACTOR/UNIVERSITY'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors/University to complete the certification in Exhibit F, 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/University 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)

24. 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 in the same manner as this Agreement.

The County's Board of Supervisors or Chief Administrative 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 Administrative 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.

25. 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.

26. 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 (e.g., AB 2034 grant) 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.

27. FORCE MAJEURE: Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

28. NOTICES: All notices or demands required or permitted to be given 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 pre-paid, 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.

To CONTRACTOR/UNIVERSITY: _____

_____

_____

_____

_____

To COUNTY: County of Los Angeles

Department of Mental Health

Contracts Development and

Administration Division

550 South Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention: Richard Kushi, Chief

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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 University 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

_____

By _____

Name _____

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

yl: Affiliation Agreement for SPDP 5-2009

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS
BETWEEN THE COUNTY OF LOS ANGELES
AND

_____

EXHIBIT A

STATEMENT OF WORK

1. Objectives:

   A. To join _____ (hereafter "Contractor") and the County of Los Angeles - Department of Mental Health (DMH) (hereafter "County") to provide training for students through clinical and administrative experiences at DMH's facilities.

   B. Contractor and County mutually agree:

      (1) Selection of students for placement in DMH programs will be the shared responsibility of the Training and Cultural Competency Bureau, the Program Manager of the DMH field placement facility, and the Director of Field Education of _____.

      (2) Initiation of new placements and renewal of existing placements require approval by the Program Manager of the DMH field placement facility, the Training Coordinator designated the Program Manager of the DMH field placement facility, and the Director of Field Education of _____.

2. Definition of Students:

   A. Students who are enrolled in _____ will be placed to meet the requirements of a credit course offered by that academic institution, or as part of a practicum or internship leading to a specific degree.

   B. Placement-eligible students will be enrolled in programs leading to State certification, registration, or licensure from _____.

3. Contractor's Responsibilities:

   Placement of students of _____ within any DMH facility requires the approval of the Training and Cultural Competency Bureau.

   The following conditions apply:

   A. There must be in place an executed Affiliation Agreement between County and Contractor.

   B. Contractor must submit a Notice of Student Placement (Exhibit B) to the Training and Cultural Competency Bureau prior to intended start date.

C. Upon acceptance into the Student Professional Development Program, a "volunteer" packet will be given to selected students for completion. The Training and Cultural Competency Bureau will make all required paperwork available to Contractor, who will distribute to selected students.

D. The Contractor shall notify the Training and Cultural Competency Bureau of any students withdrawing from school.

4. County's Responsibilities:

A. The Program Manager of the DMH field placement facility will designate a staff Psychiatrist as Training Coordinator. The Training Coordinator will be responsible for planning and implementation of the student professional development program placement experience.

B. To designate staff Psychiatrist(s) as Primary On-Site Supervisor(s), who will personally provide the student's weekly, formal scheduled supervision.

C. To advise the Contractor immediately of any changes in its personnel, policies, or operations which may significantly affect the clinical training of the student.

D. To inform the student of the County's existing pertinent policies, procedures, rules, and regulations with which the student is expected to comply, and to otherwise orient the student to the County and its operations.

E. To evaluate the performance of the student on a regular basis, using the forms provided by the Contractor for evaluation purposes. The Primary On-Site Supervisor will provide two such evaluations of the student per year.

F. To advise the Contractor promptly of any serious deficit noted in the ability of the student to progress toward completion of the training experience. It will then be the responsibility of the Contractor and County to attempt to devise a plan by which the student may be assisted to achieve the objectives of the training experience.

G. To have the right to terminate any student in training whose performance is:

(1) Determined to be detrimental to the well-being of clients;

(2) Knowingly unethical and unprofessional; and/or

(3) Determined to be so substandard that additional guidance is not likely to help the student toward achievement of practicum or internship objectives.

Prior to terminating the student, the County agrees to confer with the Contractor's Director of Field Education and/or academic liaison to discuss the reasons for the planned termination.

H. To comply with all Federal and State laws, rules, and regulations concerning the confidentiality of student records.

I. To comply with all Federal and State laws, rules, and regulations and with all professional and ethical guidelines concerning human research if students participate in research activities at the facility.

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
TRAINING DIVISION - STUDENT PROFESSIONAL DEVELOPMENT PROGRAM

EXHIBIT B

NOTICE OF STUDENT PLACEMENT

Listed below are the names of students, mailing addresses, phone numbers and email addresses, expected year of graduation, DMH agency, DMH supervisor and their Reporting Unit# which has agreed to accept these students:

Last Name	First Name	Mailing Address	City	Zip	Phone Number	E-mail	Grad Yr	DMH Agency	Supervisor	R UNIT#

Unless otherwise indicated, all students will start their placement on: (month/day/year) _____ And complete their placements on (month/day/year): _____

Students will be expected to be at their placement: _____ hours, per week, for _____ weeks, for a total of _____ hours.

Check one: ☐ Academic Year, ☐ Semester/Quarter, ☐ Summer Block

Please note: Students may not begin their placement within directly operated DMH agencies until authorized by Training and processed through HR.

Academic Institution: _____ **Field Placement Representative:** _____ **Date:** _____

Email completed form to: jcunningham@lacdmh.org

Revised 5-30-06

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

BETWEEN THE COUNTY OF LOS ANGELES

AND

_____

EXHIBIT C

AGREEMENT REGARDING PARTICIPATION IN

STUDENT PROFESSIONAL DEVELOPMENT PROGRAM

In consideration of my eligibility to participate in affiliated student professional development programs established by [Sending Party] _____ and the Los Angeles County Department of Mental Health, I, _____, hereby agree and consent to the following:

ADHERENCE TO RULES AND REGULATIONS

1. I acknowledge and agree that I will adhere to all policies, procedures, rules and regulations of any County of Los Angeles - Department of Mental Health facility in which I may receive training during my participation in such affiliated professional development program. I agree to be bound by the policies and procedures established by [Sending Party] _____ to resolve any disputes, including disciplinary actions, between myself and [Sending Party] _____ or the County of Los Angeles - Department of Mental Health facility in which I may receive training pursuant to the affiliated student professional development program.

RIGHTS OF MENTAL HEALTH FACILITIES

2. I acknowledge and agree that the mental health facility in which I may receive training pursuant to the affiliated training program shall have the right to restrict or terminate my participation in the training program and/or to refuse to certify that I have successfully completed the training program. I understand that any such restriction, termination or refusal to certify shall be based upon my actions and performance during the training program and shall be taken in accordance with any and all relevant policies and procedures of such training program.

AUTHORIZATION TO OBTAIN INFORMATION

3. I authorize [Sending Party] _____ and the mental health facility in which I may receive training pursuant to such a training program to consult at any time with the administration and members of the faculty of any County of Los Angeles - Department of Mental Health facility with which I have been associated who may have information bearing on my professional competence, character, physical and mental health status, ethics, and other qualifications, as may reasonably be related to eligibility to perform services in such training mental health facilities. I hereby possess qualifications, as may reasonably be related to my eligibility to perform services in such training mental health facilities. I hereby further consent to the release by the administration of [Sending Party] _____ to County's Director of Mental Health or his designee of such records and documents relating to my education and training at [Sending Party]_____ as may be material to an evaluation of my professional qualifications and competence for satisfactory participation in any such mental health facilities' student professional development programs pursuant to such a training program.

CONFIDENTIALITY OF MEDICAL RECORDS AND PATIENT INFORMATION

4. I understand and agree that medical records and patient information are confidential under the law and that I will not release any such information. I agree to seek guidance should I have any questions about confidentiality.

RELEASE FROM LIABILITY

5. I hereby release from liability all employees, agents, and representatives of [Sending Party] _____, County of Los Angeles, and any County of Los Angeles - Department of Mental Health facility in which I may receive training hereunder, including their respective professional staff and staff representatives, for their acts performed in good faith and without malice as an incident to any communication, action, proceeding, performance evaluation, certification, or review undertaken pursuant to this Agreement or otherwise related to my participation in such a training program. I further expressly agree that the above releases shall apply to any act, communication, report, recommendation, or disclosure; and with respect to the named parties in whose favor such releases are given, are intended to and shall include all their officer, employees, and agents; and that, in addition to the above specific releases, such parties shall be entitled, to the fullest extent permitted by law, to absolute immunity from liability arising from any such act, communication, report, recommendation, or other disclosure. In furtherance of the foregoing, I agree that, upon request of [Sending Party] _____ or the mental health facility to which I may be assigned under such a training program, I will execute releases in accordance with the tenor and import of this Agreement in favor of any individual or organization specified herein.

I understand that my execution of this Agreement indicates that I have read, understood, and agreed to be bound by the foregoing and by any and all provisions of California Law applicable to the subject matter addressed herein.

_____ DATE:_____

NAME OF STUDENT (PRINTED)

_____

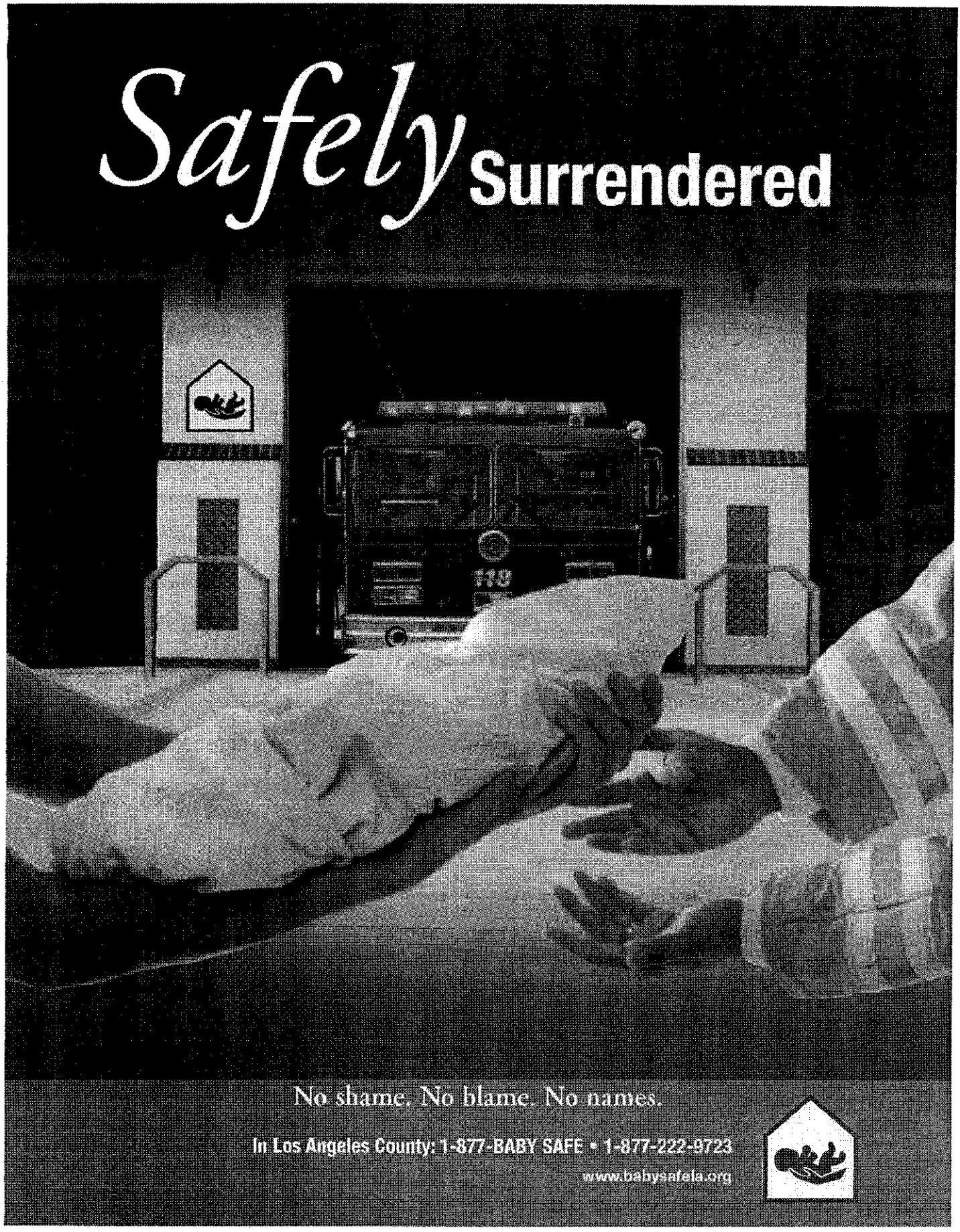
SIGNATURE OF STUDENT

EXHIBIT D

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?

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.

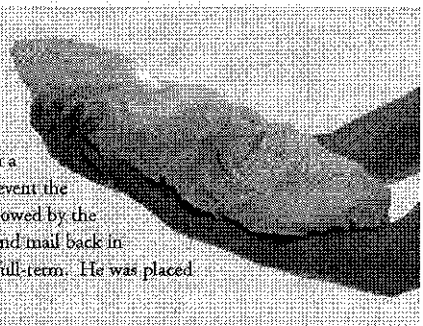
What happens to the parent or surrendering adult?

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

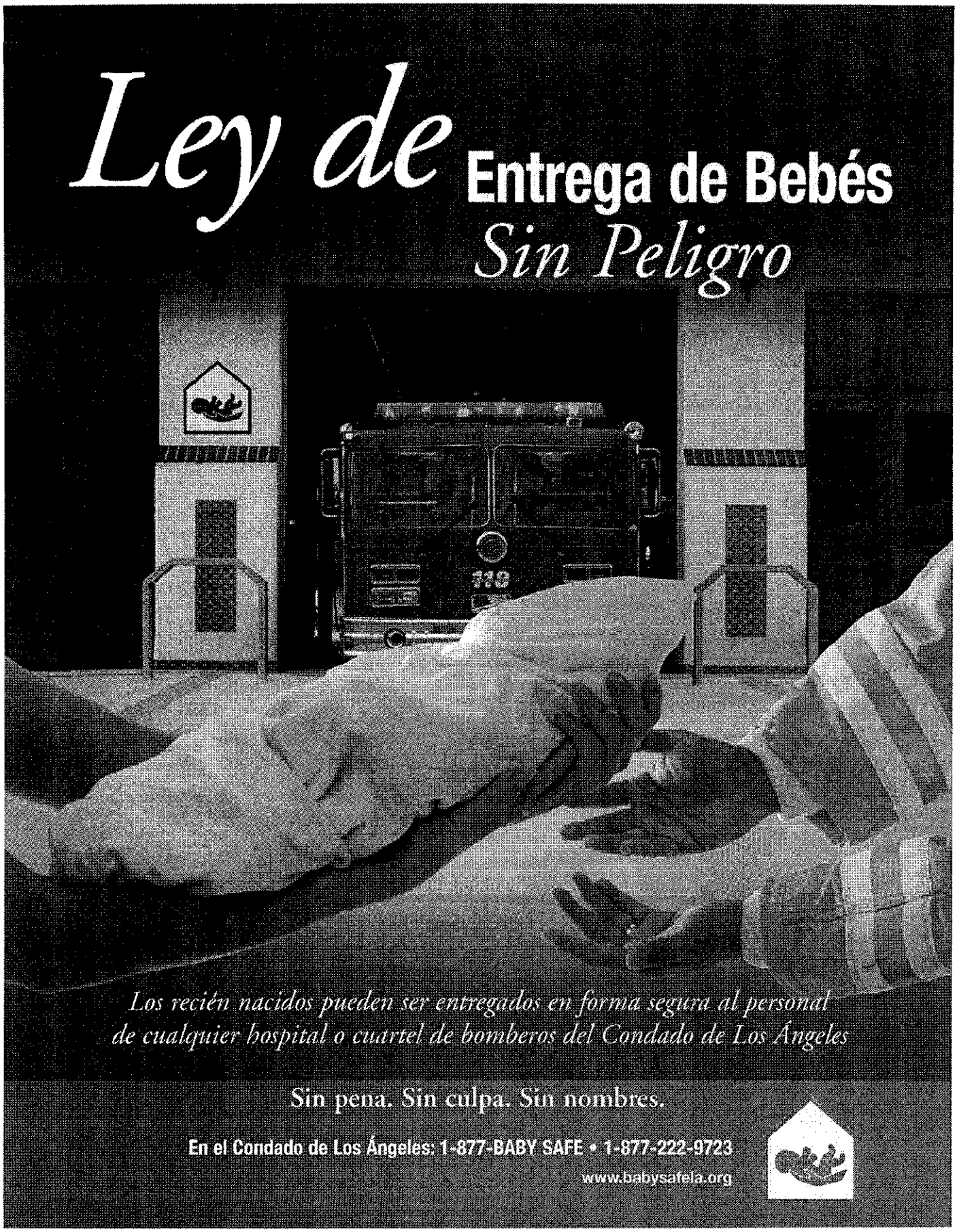
Why is California doing this?

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

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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 Angeles.

¿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.

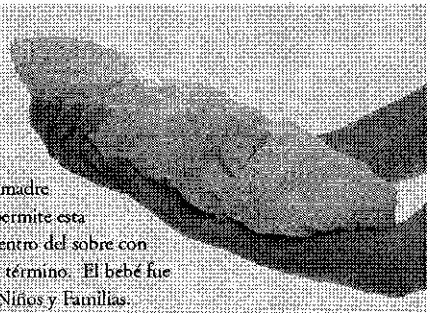
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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 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/UNIVERSITY'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 _____ _____ (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors 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 sub-contractors 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 sub-contractors 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 sub-contractors 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 sub-contractors, barring it or its officers, employees, agents and/or sub-contractors 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 _____

EXHIBIT F

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

☐ Proposer or Consultant 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 Consultant 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)

COUNTY OF LOS ANGELES -DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

SPECIALIZED CONTRACT RENEWALS FOR FY 2009-10, 2010-11, 2011-12, 2012-13 AND 2013-14

AFFILIATION AGREEMENTS FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS								
Item No.	CONTRACTOR	SUP. DIST. (of school locat. in L.A. County)	Agreement Term	FISCAL YEARS				
				2009-10	2010-11	2011-12	2012-13 option to renew	2013-14 option to renew
1	Antioch University Los Angeles 400 Corporate Pointe, Suite A2035 Culver City, CA 90230	2	5 Yrs.	x	x	x	x	x
2	Argosy University/Orange County 3501 W. Sunflower Avenue, Suite 110 Santa Ana, CA 92704	N/A	5 Yrs.	x	x	x	x	x
3	Azusa Pacific University 901 E. Alosta Avenue P. O. Box 7000 Azusa, CA 91702-7000	1	5 Yrs.	x	x	x	x	x
4	Biola University Rosemead,(School of Psychology) 13800 Biola Avenue La Mirada, CA 90639	4	5 Yrs.	x	x	x	x	x
5	California School of Professional Psychology dba Alliant International University 1000 South Fremont Avenue, Unit 5 Alhambra, CA 91803	5	5 Yrs.	x	x	x	x	x
6	California State University, Dominguez Hills 1000 East Victoria Street Carson, CA 90747	2	5 Yrs.	x	x	x	x	x
7	California State University, Long Beach (Department of Social Work) 1250 Bellflower Boulevard Long Beach, CA 90840-0902	4	5 Yrs.	x	x	x	x	x
8	Fielding Graduate University 2112 Santa Barbara Street Santa Barbara, CA 93105	N/A	5 Yrs.	x	x	x	x	x
9	Fuller Theological Seminary (School of Psychology) 135 North Oakland Avenue Pasadena, CA 91182	5	5 Yrs.	x	x	x	x	x

COUNTY OF LOS ANGELES -DEPARTMENT OF MENTAL HEALTH
Contracts Development and Administration Division

SPECIALIZED CONTRACT RENEWALS FOR FY 2009-10, 2010-11, 2011-12, 2012-13 AND 2013-14

AFFILIATION AGREEMENTS FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS								
Item No.	CONTRACTOR	SUP. DIST. (of school locat. in L.A. County)	Agreement Term	FISCAL YEARS				
				2009-10	2010-11	2011-12	2012-13 option to renew	2013-14 option to renew
10	Mt. San Antonio College 1100 North Grand Avenue Walnut, CA 91789	1	5 Yrs.	x	x	x	x	x
11	Pacifica Graduate Institute 249 Lambert Road Carpinteria, CA 93013	N/A	5 Yrs.	x	x	x	x	x
12	Pepperdine University (Graduate School of Education & Psychology) 6100 Center Drive Los Angeles, CA 90045	2	5 Yrs.	x	x	x	x	x
13	Phillips Graduate Institute 5445 Balboa Boulevard. Encino, CA 91316	3	5 Yrs.	x	x	x	x	x
14	Trustees of the California State University on behalf of the CSU, Northridge 18111 Nordoff Street Northridge, CA 91330	3	5 Yrs.	x	x	x	x	x
15	University of Southern California (Keck School of Medicine) 1975 Zonal Avenue, KAM-100E Los Angeles, CA 90033	1	5 Yrs.	x	x	x	x	x

AFFILIATION AGREEMENT with CEDARS-SINAI MEDICAL CENTER								
Item No.	CONTRACTOR	SUP. DIST.	Agreement Term	FISCAL YEARS				
				2009-10	2010-11	2011-12	2012-13	2013-14
1	Cedars-Sinai Medical Center 8700 Beverly Blvd., Suite #2015 Los Angeles, CA 90048-1865	3	5 Yrs.	x	x	x	x	x

ATTACHMENT A-3

CONTRACT NUMBER

MH010038
REFERENCE NUMBER

AFFILIATION AGREEMENT

BY AND BETWEEN

CEDARS-SINAI MEDICAL CENTER

AND

THE COUNTY OF LOS ANGELES

THROUGH ITS

DEPARTMENT OF MENTAL HEALTH

(DMH)

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FISCAL YEARS

2007-2008 AND 2008-2009

SERVICE EXHIBIT

- Exhibit A — SAFELY SURRENDERED BABY LAW FACT SHEET (IN ENGLISH AND SPANISH)
- Exhibit B — CHARITABLE CONTRIBUTIONS CERTIFICATION
- Exhibit C — ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

INTRODUCTION

THIS AGREEMENT ("Agreement") is entered into effective upon Board of Supervisors approval between CEDARS-SINAI MEDICAL CENTER, a California nonprofit public benefit corporation ("Medical Center"), and LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH, a California government agency ("DMH"), with reference to the following facts:

RECITALS

A. Medical Center owns and operates a private, acute care hospital and related medical center facilities located principally at 8700 Beverly Boulevard, Los Angeles, California 90048-1865. Medical Center represents and warrants that it has established an approved professional training program ("Program") for the education of medical residents ("Program Resident" or "Program Residents," hereinafter as appropriate), which Program is accredited by the Accreditation Council for Graduate Medical Education ("ACGME"). Medical Center desires to have its Program Residents obtain clinical experience in community mental health care.

B. DMH operates a network of mental health care facilities throughout the County of Los Angeles, including but not limited to, Hollywood Mental Health Center, which is located at 1224 Vine Street, Los Angeles, CA 90038 ("Facility").

C. DMH is willing, subject to the terms and conditions set forth below, to permit Medical Center to rotate Program Resident(s) enrolled in the Program at Facility.

D. To the extent applicable and appropriate, Medical Center and DMH intend for their relationship under this Agreement to comply with the Medicare program's rules and standards for Graduate Medical Education ("GME") reimbursement with respect to Affiliated Groups, Affiliation Agreements and Shared Rotational Arrangements, for purposes of applying full-time equivalent ("FTE") resident limits on an aggregate basis for shared Program Residents, and making temporary adjustments to FTE limits (subject to averaging rules) based on Program Resident additions/subtractions, under a cross-training/shared rotational arrangement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto hereby agree as follows:

TERM AND TERMINATION

2.01 TERM: This Agreement shall commence on _____ _____ (Term), unless sooner terminated as provided herein. The parties may, by written amendment, extend the period of this Agreement on an annual basis for three additional one-year periods.

2.02 TERMINATION: This Agreement may be terminated by either party (a) without cause by delivery to the other party of ninety (90) days' prior written notice, or (b) with cause by delivery to the other party of thirty (30) days prior written notice to the other party as required by Section 9.33.

Any termination of this Agreement by DMH shall be approved by County's Board of Supervisors.

2.03 TERMINATION DUE TO FORCE MAJEURE: This Agreement may also be terminated at any time in the event of any occurrence beyond the control of either party (e.g., force majeure, as described under Section 9.20 below) which makes it impractical or unreasonable for either party to continue to abide by the terms and conditions of this Agreement. If such event occurs, the party wishing to terminate this Agreement shall do so by giving written notice to the other party of its election and such termination shall be immediately effective.

2.04 TERMINATION DUE TO BREACH: This Agreement may also be terminated at any time for any material breach of this Agreement, including, without limitation: (i) in the event either party fails to maintain its accreditation with the ACGME; (ii) in the event either party fails to maintain any essential accreditation, license or permit required by law for the provision of services under this agreement; (iii) upon any material modification to either party's existing insurance coverage which in any way limits the scope or nature of such coverage; or (iv) in the event of a risk to patient health or safety, or to the reputation of either party, as determined by either party in their sole and absolute discretion. If such event occurs, the party wishing to terminate this Agreement shall do so by giving written notice to the other party and such termination shall be effective immediately.

2.05 IMMEDIATE TERMINATION BY COUNTY: This Agreement may be terminated by DMH immediately:

(a) If DMH determines that:

(1) Any Federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

(2) Medical Center has failed to initiate delivery of services within 30 days of the commencement date of this Agreement; or

(3) Medical Center has failed to comply with any portion of the provision of Sections 7 (INDEMNIFICATION), 8 (INSURANCE), 9.06 (NONDISCRIMINATION IN EMPLOYMENT), 9.07 (WARRANTY AGAINST CONTINGENT FEES), 9.08 (CONFLICT OF INTEREST), 9.11 (DELEGATION AND ASSIGNMENT), 9.13 (SUBCONTRACTING), 9.26 (CERTIFICATION OF DRUG-FREE WORK PLACE), 9.27 (CHILD SUPPORT COMPLIANCE PROGRAM), 9.29 (COUNTY LOBBYISTS), and/or 9.35 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM).

(b) TERMINATION FOR IMPROPER CONSIDERATION: DMH may, by written notice, to Medical Center, immediately terminate the right of Medical Center to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Medical Center, either directly or through an intermediary, to any DMH 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 determinations with respect to the Medical Center's performance pursuant to the Agreement. In the event of such termination, DMH shall be entitled to pursue the same remedies against Medical Center as it could pursue in the event of default by the Medical Center.

Medical Center shall immediately report any attempt by a DMH officer or employee to solicit such improper consideration. The report shall be made either to the DMH manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

2.06 TERMINATION – OTHER: Notwithstanding anything to the contrary in this Agreement, in the event the performance by either party of any term,

covenant, condition or provision of this Agreement shall jeopardize either parties' (i) licensure, (ii) participation in Medi-Cal, Medicare or other government/commercial health care reimbursement or payment programs, (iii) full accreditation by the Joint Commission on Accreditation of Healthcare Organizations ("JCAHO" or "Joint Commission"), ACGME, or any other state or nationally recognized accreditation organization, (iv) tax-exempt status, or if for any other reason said performance should be in violation of any law, statute, regulation, ordinance, or otherwise be deemed illegal, or unethical by any recognized body, either party hereto may terminate this Agreement upon written notice to the other party setting forth the reason for such termination and such termination shall be effective immediately.

RESPONSIBILITIES OF MEDICAL CENTER

3.01 RESIDENTS: Medical Center shall permit a mutually agreed upon number of Program Residents to rotate through Facility for a mutually agreed upon period of time not to exceed the Term of this Agreement.

3.02 STANDARD RESIDENT INFORMATION: Medical Center shall send to Facility the name, biographical data, and a report of the health status of each Program Resident prior to the beginning date of each training Program for review and inclusion into Program Residents' files.

3.03 ADDITIONAL REQUESTED RESIDENT INFORMATION: Medical Center shall be responsible for promptly supplying any additional information reasonably requested by Facility prior to the beginning date of each training Program.

3.04 RESIDENT EVALUATION: Medical Center shall provide all forms and instructions necessary for documentation and evaluation of Program Residents' clinical experience.

3.05 MEDICAL CENTER'S ACADEMIC COORDINATOR: Medical Center shall designate a faculty or staff member ("Medical Center's Academic Coordinator") who shall coordinate the assignments to be assumed by Program Residents and their participation in Facility's educational activities, conducted with a designated Facility faculty or staff member ("Facility Academic Coordinator").

3.06 RESIDENT SELECTION, TESTING, GRADING, ATTENDANCE AND ACADEMIC RECORDS: Medical Center shall be responsible for the selection, testing and grading of Program Residents and for the maintenance of all attendance and academic records.

3.07 RESIDENTS' IDENTIFICATION BADGE: Medical Center shall instruct Program Residents to wear appropriate identification badges at all times while at Facility.

3.08 MAINTENANCE OF RESIDENTS' PERSONNEL RECORDS: Medical Center shall maintain all personnel and academic records of its Program Residents.

3.09 FACILITY'S AUTHORITY: Notwithstanding Facility's supervision of Program Residents' clinical training, Medical Center acknowledges that Facility retains full authority regarding patient treatment and management, and Medical Center shall ensure that Program Residents follow all protocols, policies and procedures, and rules and regulations established by Facility and its Medical Staff regarding patient treatment and management.

3.10 MEDICAL RECORDS: Medical Center shall require that all Program Residents cooperate in the timely completion and maintenance of a complete medical record for each client encountered, pursuant to applicable Federal, state, and county regulations.

3.11 TERMINATION OF RESIDENT PARTICIPATION: Notwithstanding anything to the contrary set forth in this Agreement, Medical Center shall immediately terminate the participation of any Program Resident at Facility's request upon reasonable cause. "Reasonable Cause" shall include, without limitation, material violation by a Program Resident of any protocols, policies, procedures, rules or regulations of Medical Center, DMH, Facility, or Facility's Medical Staff, including that which provides reasonable grounds to believe that the safety of any person or property in DMH or Facility may be at risk. A Program Resident who is so terminated shall be notified by Medical Center, and shall have the right to administrative redress under Medical Center's internal rules and regulations, but shall have no such right at Facility or DMH.

3.12 EXCHANGE OF INFORMATION: To the extent permitted by law, Parties shall exchange information for risk management purposes, necessary to the defense of actions brought against both parties. As necessary in exchanging such information, parties shall provide for protection of privileged information through joint confidentiality agreements for defense; provided that nothing shall require either party to disclose any peer review documents, records or communications that are privileged under California Evidence Code SS 1157, under the Attorney-Client Privilege or under the Attorney Work Product Privilege.

3.13 RESIDENT CANCELLATION OR CHANGE IN SCHEDULE: Medical Center shall notify Facility, in writing, of the cancellation of a Program Resident's scheduled rotation to Facility or of Medical Center's inability to

use an available time slot, at least ninety (90) days prior to the scheduled commencement of a Program Resident's rotation / clinical experience.

3.14 RESIDENT INSURANCE: Medical Center shall arrange and procure for each Program Resident:

(a) Professional liability insurance (or a funded program of self-insurance), covering each Program Resident's activities hereunder, with liability limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) annual aggregate, exclusive of defense costs;

(b) Health insurance, covering all standard benefits; and

(c) An annual health examination, necessary immunizations, tuberculin test and chest X-ray, prior to the commencement of Program Resident's rotation at Facility.

3.15 RESIDENTS' RESPONSIBILITIES: Medical Center shall notify Program Residents, in writing, that they are responsible for:

(a) Following the internal protocols, policies and procedures, and rules and regulations of DMH, Facility and its Medical Staff;

(b) Providing the necessary and appropriate attire, which shall be designated by Facility, and wearing appropriate Facility identification while on Facility's premises;

(c) Maintaining the confidentiality of patient information and all other confidential DMH and Facility information;

(d) Assuming responsibility for a health examination, including necessary immunizations, tuberculin test, and chest X-ray not more than one (1) year before commencement of rotation at Facility; and

(e) Providing Facility with a current certificate of health prior to commencement of his/her rotation at Facility which shall include, without limitation, verification of a titre test proving immunity to rubella, and a PPD test or chest X-ray showing no active tuberculosis. The tuberculosis test shall be current within one (1) year. Each Program Resident shall also provide proof of a current CPR certificate.

3.16 MEDICARE GME RULES AND REGULATIONS:
For purposes of compliance with Medicare GME rules and regulations and appropriate Medicare reimbursement, if Medical Center wishes to (i) apply FTE resident limits on an aggregate basis for Program Residents cross-trained with DMH under a shared rotational arrangement, and/or (ii) make temporary adjustments to their FTE limits (subject to averaging rules) based on Program Resident additions/subtractions under such an arrangement, Medical Center (and DMH) shall comply with Medicare regulation 42 C.F.R. § 413.86 and its criteria for "affiliated groups," "affiliation agreements," "shared rotational arrangements," and determining FTE resident limits, among other things. Medical Center (and DMH) shall also provide certain relevant FTE resident information and provide a copy of this Agreement to the Medicare fiscal intermediary and the Centers for Medicare & Medicaid Services ("CMS") prior to the July 1st start date of each annual affiliation period.

RESPONSIBILITIES OF DMH

4.01 RESIDENT ACCEPTANCE: Facility shall accept from Medical Center, the mutually agreed upon number of Program Residents and shall arrange for such clinical experiences and educational opportunities as are determined by Facility to be appropriate for and of educational value to Program Residents.

4.02 MEDICAL CENTER ACADEMIC COORDINATOR: Facility shall designate a faculty or staff member ("Facility Academic Coordinator") who shall coordinate with a designated Medical Center faculty or staff member ("Medical Center Academic Coordinator") the assignments to be assumed by Program Residents and their participation in the Program.

4.03 FACULTY PHYSICIANS: Facility shall provide physician members ("Faculty Physicians") to supervise and instruct Program Residents, including their clinical experiences, who rotate to Facility.

4.04 LICENSE REQUIREMENT: Faculty Physicians provided by Facility shall maintain current, valid licenses to practice their specialty in the State of California with expertise.

4.05 ORIENTATION: acility shall provide a brief orientation program to participating Program Residents to acquaint such individuals with the clinical requirements of Facility and with Facility.

4.06 TRAINING SESSIONS: Facility shall include Program Residents, as may be applicable, in training sessions regarding DMH policies.

4.07 RESIDENT SUPERVISION: Facility shall supervise Program Residents' clinical training at Facility, and shall retain full authority regarding client

treatment and management of clients seen at Facility by Program Residents.

4.08 CLIENT COMPLAINTS: Facility shall make a good faith effort to address client complaints, to bring those matters relating to Program Residents to the attention of Medical Center, and to cooperate with Medical Center in addressing any such complaints.

4.09 ADEQUATE STAFFING: Facility shall assure that its staff (including physicians) is adequate in number and quality to ensure safe and continuous health care services to patients seen by Program Residents at Facility.

4.10 FACILITY RESOURCES: Facility shall provide Program Residents and any faculty of Medical Center, authorized by Facility's Academic Coordinator or his or her designee to provide instruction at Facility, the appropriate Facility resources including classroom, dressing/locker room, storage space, laboratory, and conference room space, when available, provided that the presence of Program Residents shall not be allowed to interfere with the regular activities of Facility. Facility shall provide such equipment and supplies as needed for instruction of Program Residents.

4.11 FACILITY LIBRARY: Facility shall extend Facility's library privileges to Program Residents to the same extent the library is available to Facility personnel.

4.12 RESIDENTS' SAFETY: Facility shall protect the health and safety of Program Residents on rotation at Facility by providing the following:

(a) Orientation of the type and scope provided by DMH to its new employees, including information about DMH's security measures, fire safety and disaster protocols, and any additional recommended personnel safety and security precautions.

(b) Instruction in DMH's policies and procedures for infection control, including the handling and disposal of needles and other sharp objects, and in DMH protocols for on-the-job injuries, including those resulting from needle stick injuries and other exposures to blood or body fluids or airborne contaminants.

(c) Necessary emergency health care or first aid for accidents occurring in Facility's facilities. Except as provided herein or by law, DMH shall have no obligation to furnish medical, hospital, or surgical care to any Program Resident.

4.13 RESIDENT TERMINATION: Facility may immediately suspend or terminate the participation of any Program Resident whose health or performance is determined by Facility to represent an imminent danger to patients.

4.14 FACILITY INSPECTION: Facility shall permit, upon request and with prior notice, the inspection of appropriate clinical facilities by agencies charged with the responsibility for accreditation of the Program.

4.15 RESIDENT ASSIGNMENTS: Facility's Academic Coordinator or his/her designee shall coordinate with Medical Center's Academic Coordinator the assignments of Program Residents to specific clinical experiences and educational offerings including attendance at selected conferences, clinics, courses, and programs conducted by Facility.

4.16 RESIDENT PERFORMANCE EVALUATIONS: Facility shall provide formal evaluations of Program Residents' performance at specified intervals as agreed upon by Facility and Medical Center.

4.17 DISCIPLINARY ACTION: Facility shall notify Medical Center's Senior Vice President for Academic Affairs of any Program Resident who fails to perform adequately while at Facility. Medical Center may counsel, reassign, or take disciplinary action against any such Program Resident subject to the provisions of its Physician-in-Training Agreement. Program Residents who have been subjected to disciplinary action from the Program shall have such rights as provided in Medical Center's Physician-in-Training Agreement or as otherwise provided by law. DMH shall cooperate by participating in any investigation conducted by Medical Center.

4.18 MEDICARE GME RULES: For purposes of compliance with Medicare GME rules and regulations and appropriate Medicare reimbursement, if DMH wishes to (i) apply FTE resident limits on an aggregate basis for Program Residents cross-trained with Medical Center under a shared rotational arrangement, and/or (ii) make temporary adjustments to their FTE limits (subject to averaging rules) based on Program Resident additions/subtractions under such an arrangement, DMH (and Medical Center) shall comply with Medicare regulation 42 C.F.R. § 413.86 and its criteria for "affiliated groups," "affiliation agreements," "shared rotational arrangements," and determining FTE resident limits, among other things. DMH (and Medical Center) shall also provide certain relevant FTE resident information, and provide a copy of this Agreement to the Medicare fiscal intermediary and the Centers for Medicare & Medicaid Services ("CMS") prior to the July 1st start date of each annual affiliation period.

FINANCIAL PROVISIONS

5.01 COST: It is the intent of this Agreement that it shall be implemented at no cost to DMH or Facility. The parties agree that it is in their mutual interest, and in the public's interest, to provide for such affiliation opportunities, which improve Facilities' patient care by the receipt of additional valuable medical services from Medical Centers' Residents, while affording the Residents significant training opportunities.

5.02 RESIDENT STIPENDS AND BENEFITS: Medical Center shall fund Program Residents' stipends and benefits during the period in which such individuals rotate to Facility.

5.03 NO EMPLOYMENT STATUS BETWEEN PROGRAM RESIDENTS AND DMH: It is expressly understood and agreed by DMH and Medical Center that all Program Residents at Facility are in attendance at Facility for educational purposes only, and such Program Residents are not employees of DMH or Facility for any purpose and shall *not* be entitled to any employee compensation or benefits including, but not limited to, payment for services, employee welfare and pension benefits, fringe benefits of employment, or workers' compensation insurance. Medical Center shall advise its Program Residents of their status hereunder.

5.04 FACILITY PHYSICIAN PARTICIPATION: The parties acknowledge and agree that Facility's physicians provide supervision on a volunteer, uncompensated basis. No Facility physician is obligated to participate in this Agreement and, in turn, Medical Center's Program. Those Facility physicians who do participate in the Agreement do not receive any additional compensation from DMH or Facility for doing so. Moreover, the parties acknowledge that the time spent by such Facility physicians in the provision of supervision services over Program Residents is over-and-above the time spent by the physicians in the provision of necessary services required by Facility or DMH, including without limitation patient care services. Accordingly, there is no additional Facility or DMH compensation cost to be passed from Facility or DMH to Medical Center.

RECORD MAINTENANCE AND DISCLOSURE REQUIREMENTS

6.01 OWNERSHIP OF CLIENT RECORDS: Medical Center acknowledges that all client records maintained at or by Facility shall remain the sole property of Facility.

6.02 RECORD MAINTENANCE: For purposes of implementing Section 1861(v)(1)(I) of the Social Security Act, as amended, and any regulations promulgated pursuant thereto, the parties agree to comply with the following statutory requirement governing the maintenance of

documentation to verify the cost of services rendered under this Agreement:

Until the expiration of seven (7) years after the furnishing of any services pursuant to this Agreement, the parties shall make available, upon written request, by the Secretary of the Department of Health and Human Services or, upon request, by the Comptroller General of the United States, or any of their duly authorized representatives, the Agreement, the books, documents and records of the respective parties that are necessary to certify the nature and extent of the costs of services provided hereunder; and

6.03 ACCESS TO RECORDS: To the extent permitted by law, both parties shall have reasonable and timely access to the medical records and charts, relating to any claim or investigation related to services provided pursuant to this Agreement; provided that nothing shall require either party to disclose any peer review documents, records or communications that are privileged under California Evidence Code Section 1157, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

6.04 RECORD DISCLOSURE: If either party is required to disclose books, documents or records pursuant to Social Security Act § 1861(v) (1) (I) and 42 C.F.R. § 420.300 et seq., the requested party shall promptly notify the other party of the nature and scope of such request and the requested party shall make such books, documents or records disclosed available to the other party, who may copy same at its own expense.

INDEMNIFICATION

7.01 MUTUAL INDEMNIFICATION: Contractor shall indemnify, defend and hold harmless the County, 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 the Contractor's acts and/or omissions arising from and/or relating to this Agreement.

County shall indemnify, defend and hold harmless CONYRACTOR/UNICERSITY and its trustees, 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 COUNTY's acts and/or omissions arising from and/or relating to this Agreement.

7.02 INDEMNIFICATION SETTLEMENT: Each party shall give prompt notice to the other of any action or claim to which this indemnification applies

and each party and its directors, officers, trustees, employees, independent contractors, agents, and representatives receiving such indemnification from the other shall fully cooperate with the other in any defense, settlement or other disposition of such claim or action. Each party against which any action or claim is made shall retain full authority to settle such claims for such amounts and in such circumstances as it determines to be in its best interests.

7.03 SURVIVAL: This Article VII shall survive the termination or expiration of this Agreement.

INSURANCE

8.01 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE: Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 9 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

8.2 EVIDENCE OF COVERAGE AND NOTICE TO COUNTY

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the

amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Mental Health
550 South Vermont Avenue, 5th floor
Los Angeles, CA 90020
Attention: Contracts Development and Administration Division

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.3 ADDITIONAL INSURED STATUS AND SCOPE OF COVERAGE

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

8.04 CANCELLATION OF INSURANCE

Except in the case of cancellation for non-payment of premium, Contractor's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

8.05 FAILURE TO MAINTAIN INSURANCE

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach.

8.06 INSURER FINANCIAL RATINGS

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.07 CONTRACTOR'S INSURANCE SHALL BE PRIMARY

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

8.08 WAIVERS OF SUBROGATION

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.09 SUB-CONTRACTOR INSURANCE COVERAGE REQUIREMENTS

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the

Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.10 DEDUCTIBLES AND SELF-INSURED RETENTIONS (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.11 CLAIMS MADE COVERAGE

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

8.12 APPLICATION OF EXCESS LIABILITY COVERAGE

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

8.13 SEPARATION OF INSUREDS

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

8.14 ALTERNATIVE RISK FINANCING PROGRAMS

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

8.14 COUNTY REVIEW AND APPROVAL OF INSURANCE REQUIREMENTS

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

INSURANCE COVERAGE:

9.01 Commercial General Liability insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

9.02 Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

9.03 Workers Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

9.04 UNIQUE INSURANCE COVERAGE

- Sexual Misconduct Liability

Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

- Professional Liability/Errors and Omissions

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

9.05 CERTIFICATE OF INSURANCE: By written request, either party shall cause to be issued to the other party a Certificate of Insurance issued by the appropriate Insurance company (or self-insurance program), evidencing Insurance coverage in accordance with this Sections 8 and 9. The Certificate of Insurance and any renewal or replacement thereof shall be sent to:

If to DMH:	Los Angeles County Department of Mental Health 550 South Vermont Avenue Los Angeles, CA 90020 Attention: Director, Contracts Development and Administration
If to Medical Center	Cedars-Sinai Medical Center 8700 Beverly Boulevard, TSB 130 Los Angeles, California 90048-1865 Attention: Director, Risk Management

ADDITIONAL PROVISIONS

10.01 DMH'S QUALITY ASSURANCE PLAN: DMH or its agent will evaluate Medical Center's performance under this Agreement on not less than an annual basis. Such evaluations will include assessing Medical Center's compliance with all contract terms and performance standards. Medical Center deficiencies which DMH 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 DMH and Medical Center. If improvement does not occur consistent with the corrective action measures, DMH may terminate this Agreement or impose other penalties as specified in this Agreement.

10.02 CONFIDENTIALITY: Each party shall maintain the confidentiality of all confidential mental health records and information, including, but not limited to, claims, County records, patient/client records and information, and Integrated Systems (IS) records, in accordance with Welfare and Institutions Code (WIC) Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules,

regulations, manuals, guidelines, and directives, relating to confidentiality. Each party shall require its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with all such confidentiality provisions. Each party shall indemnify and hold harmless the other party, its officers, employees, and agents from and against any and all loss, damage, liability, and expense arising from any disclosure of such confidential mental health records and information by the other party, its officers, employees, or agents.

10.03 PATIENTS'/CLIENTS' RIGHTS: Medical Center and Program Residents shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Sections 5325 et seq., California Code of Regulations (CCR), Title 9, Sections 850 et seq., and CCR, Title 22. Further, Medical Center and Program Residents shall comply with all patients'/clients' rights policies provided by DMH.

10.04 REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

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

(b) Minor Children Abuse: Medical Center, and all persons employed by Medical Center, shall comply with California Penal Code Sections 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 Sections 11164, 11165.8 and 11166. Medical Center, and all persons employed by Medical Center, shall make the report on such abuse, and shall submit all required information in accordance with California Penal Code Sections 11166 and 11167.

(c) Medical Center Program Residents: Medical Center shall assure that each Program Resident shall sign a statement on a form provided by Medical Center in accordance with the

above Code sections to the effect that such person has knowledge of, and will comply with, these Code sections.

(d) Residents' Arrest And Conviction Record: For the safety and welfare of elders, dependent adults, and minor children, Medical Center shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective Program Residents and shall not assign any Program Resident convicted of any crime involving any harm to elders, dependent adults, or minor children to the Facility.

10.05 AFFIRMATIVE ACTION AND NONDISCRIMINATION: The parties agree that all Program Residents receiving clinical training pursuant to this Agreement shall be selected and treated equally without discrimination based on race, sex, sexual orientation, color, religion, national origin, ancestry, age, physical disability or medical condition, marital status, mental condition, political affiliation or veteran's status, to the extent required by applicable state and federal laws and regulations.

10.06 NONDISCRIMINATION IN EMPLOYMENT:

(a) Medical Center certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

(b) Medical Center shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation. Such action shall include, but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship. Medical Center shall not discriminate against or harass, not shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, sex, age, marital status,

condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Medical Center shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provision of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.)

(c) Medical Center shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation. Further, Medical Center shall give written notice of its obligations under this Section 9.05 to labor organizations with which it has a collective bargaining or other agreement.

(d) Medical Center shall allow County representatives access to its employment records of Physicians-In-Training rotating at County, during regular business hours to verify compliance with the provision of this Section 9.05 when so requested by Director.

(e) If County finds that any of the above provisions has been violated, the same shall constitute a material breach of its Agreement upon which County may immediately terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Medical Center has violated State or Federal Anti-discrimination laws or regulations shall constitute a finding by County that Medical Center has violated the anti-discrimination provisions of this Agreement.

(f) In the event that Medical Center violates any of the anti-discrimination provisions of this Section 9.05, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section

1671 as liquated damages in lieu of terminating or suspending this Agreement.

10.07 FAIR LABOR STANDARDS: Medical Center shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify DMH for any violations of this obligation, pursuant to Section 7 ("Indemnification").

10.08 WARRANTY AGAINST CONTINGENT FEES: Medical Center 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 fees, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Medical Center for the purpose of securing business. For Medical Center's breach or violation of this warrant, DMH 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.

10.09 CONFLICT OF INTEREST:

(a) 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 economic dependent of such employee, shall be employed in any capacity by Medical Center or have any director or indirect financial interest in this Agreement. No officer or employee of Medical Center who may financially benefit from this 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.

(b) Medical Center 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. Medical Center warrants that it is not aware of any facts which create a conflict of interest. If Medical Center hereafter becomes aware of any facts which might reasonable be expected to create a conflict of interest, it shall immediately make full written disclosure of all persons implicated and complete description of all relevant circumstances.

10.10 UNLAWFUL SOLICITATION: Medical Center shall require its Program Residents to acknowledge, in writing, understanding of and agreement to comply with the provision of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions

Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its Program Residents.

10.11 INDEPENDENT STATUS OF MEDICAL CENTER:

(a) This agreement is by and between DMH and Medical Center and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or associate, as between DMH and Medical Center. The employees and 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) Medical Center shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensations and benefits. DMH shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Medical Center.

(c) Medical Center understand and agrees that all persons performing services pursuant to this Agreement are, for purpose of workers' compensation liability, the sole employees of Medical Center and not employees of DMH. Medical Center shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on the behalf of Medical Center pursuant to this Agreement.

(d) Medical Center shall obtain and maintain on file an executed Contractor Employee Acknowledgement of Employer, in the form as contained in the DMH Contractor's Negotiation Package, for each of it employees performing services under this Agreement. Such Acknowledgement shall be executed by each employee an or immediately after the commencement date of this Agreement but in no even later than the date such employee first performs services under this Agreement.

10.12 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.

10.13 SUBCONTRACTING: DMH and Medical Center agree that there will be no subcontracting for the term of the Agreement.

10.14 GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be governed by and construed in accordance with the laws of the State of California. Both parties agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this

Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

10.15 COMPLIANCE WITH APPLICABLE LAW:

A. Medical Center and its Program Residents shall abide by all DMH and Facility protocols, policies and procedures, rules and regulations, and all applicable Federal, state and local laws, regulations, ordinances, rules, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to their 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.

10.16 THIRD PARTY BENEFICIARIES: 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.

10.17 CAPTION AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

10.18 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES: Each party shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, registrations and certificates as required by law for the provision of their respective services hereunder. Copies of all

such licenses, permits, registrations and certifications as required by law shall be made available to DMH or Medical Center, respectively, upon request.

10.19 SEVERABILITY: If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions and the application of such provision to other persons or circumstances shall not be affected thereby and will continue in full force and effect.

10.20 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 in the same manner as this Agreement.

The County's Board of Supervisors or Chief Administrative 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 Administrative 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.

10.21 INTERPRETATION: Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the Agreement is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

10.22 FORCE MAJEURE:

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

B. Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

C. In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

10.23 CONFLICT OF TERMS: In the event of a conflict between the terms and conditions of the body of the Agreement and the terms and conditions of any of the Exhibits or any other documents related to this Agreement, the terms and conditions contained in the body of the Agreement shall control.

10.24 ENTIRE AGREEMENT: The body of this Agreement and the Exhibit(s) attached hereto and incorporated herein by reference, constitute and are intended to constitute the final, entire, complete and exclusive agreement between the parties hereto pertaining to the subject matter thereof. This Agreement and the Exhibit(s) hereto expressly supersede any and all prior written and oral agreements and understandings between the parties hereto with respect to the subject matter hereof. Without limiting the generality of the foregoing, the terms and provisions of this Agreement and the Exhibit(s) hereto are intended by the parties hereto as a final expression of their agreement with respect to the said terms and provisions and the subject matter hereof, and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement.

10.25 WAIVER: No provision of this Agreement may be waived, changed, modified, or the termination or discharge thereof agreed to except by the mutual written agreement of Medical Center and DMH. The failure of either party to enforce at any time any of the provisions contained herein shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

10.26 EMPLOYMENT ELIGIBILITY VERIFICATION: Medical Center warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing

services hereunder meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Medical Center shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Medical Center shall retain all such documentation for the period prescribed by law. Medical Center shall indemnify, defend, and hold harmless DMH, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Medical Center or DMH in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment or persons performing services under this Agreement.

10.27 AUTHORIZATION WARRANTY: Each party executing this Agreement hereby represents and warrants that the persons executing this Agreement for Medical Center and DMH have full authority to enter into this Agreement and to bind the party upon whose behalf such individual has executed this Agreement.

10.28 CERTIFICATION OF DRUG-FREE WORK PLACE: Medical Center certifies and agrees that Medical Center and Program Residents shall comply with DMH's policy of maintaining a drug-free work place. Program Residents shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United Stated Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at Facility. If any Program Resident is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at Facility, then Medical Center, within five days thereafter, shall notify Director in writing.

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

10.30 CHILD SUPPORT COMPLIANCE PROGRAM:

(a) Medical Center's Acknowledgement of County's Commitment to Child Support Enforcement: The Medical Center acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Medical Center

understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "LA's Most Wanted: Delinquent Parents" poster in a prominent position at the Medical Center's place of business. The County's Child Support Services Department will supply the Medical Center with the posters to be used.

(b) Medical Center's Warranty of Adherence To County's Child Support Compliance Program:

(1) The Medical Center acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Purchase Order or Agreement are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

(2) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Medical Center's duty under this Agreement to comply with all applicable provisions of law, the Medical Center 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 for 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 Earning Withholding Orders or Child Support Services Department Notice of Wage and Earning Assignment for Child or Spousal Support, pursuant to code of Civil Procedures Section 706.031 and Family Code Section 5246(b).

10.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Medical Center shall notify its employees, and shall require each subcontractor used to perform services pursuant to this Agreement 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.

10.32 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 Medical Center agrees to use recycled content paper to the maximum extend possible on the Project.

10.33 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.

10.34 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.

10.35 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Medical Center hereby warrants that neither it nor its staff 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 thirty (30) calendar days in writing of: (1) any event that would require Medical Center 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 Medical Center or one or more staff members barring it or its staff members from participation in a Federally funded health care program, whether such barring is direct or indirect, or whether such barring is 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 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 healthcare 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 healthcare 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.

Medical Center shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Medical Center or staff members from such participation in a Federally funded health care program. Medical Center shall provide the certification set forth in Exhibit C as part of its obligation under this Section 9.35.

Failure by Medical Center to meet the requirement of this Section 9.35 shall constitute a material breach of Agreement upon which DMH may immediately terminate or suspend this Agreement.

10.36 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPPA"). Medical Center 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.

The parties acknowledge their separate and independent obligations with respects to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Medical Center understands and agrees that it is separately and independently responsible for the compliance with HIPAA in all these areas and that DMH has not undertaken any responsibility for compliance on Medical Center's behalf. Medical Center has not relied, and will not in any way rely, on DMH for legal advice or other representations with respect to Medical Center'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.

Medical Center and DMH 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.

It is expressly understood and agreed, by both parties, that Program Residents will be HIPAA trained by Medical Center prior to commencement of residency at facility.

10.37 COMPLIANCE WITH JURY DUTY SERVICE PROGRAM:

(a) JURY SERVICE PROGRAM: This Agreement is subject to the provision 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 Medical Center has demonstrated to the County's satisfaction either that Medical Center is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Medical Center

qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Medical Center shall have and adhere to a written policy that provides that its employees shall receive from the Medical Center, on an annual basis, no less that 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 Medical Center or that the Medical Center deduct from the employee's regular pay the fees received for jury service.

(2) For purpose of this Section, "Contractor" means 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 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 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 of less within a 12-month period are not considered full-time for purpose 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 on this Section. The provision 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 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 the Jury Service Program's definition of "Contractor" and/or 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.

10.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Medical Center shall notify and provide to its employees, and shall require each subcontractor used to perform services pursuant to this Agreement 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 Attachment II of this Agreement and is also available on the internet at www.babysafela.org for printing purposes.

10.39 MEDICAL CENTER'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Medical Center acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Medical Center 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 Contactor'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 Medical Center with the posters to be used.

10.40 CUMULATIVE REMEDIES: The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided in law or in equity. No waiver of a breach of any provision of this contract shall constitute a waiver of that provision or any other breach under the Agreement.

10.41 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment B, 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)."

10.42 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 (e.g., AB 2034 grant) 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.

10.43 NOTICES: Any notice or other communication hereunder must be given in writing to the addresses set forth below and must be (i) delivered in person, (ii) sent by facsimile provided that any notice so given is also mailed as provided in Subsection (iv) herein, (iii) delivered by Federal Express® or similar commercial delivery service, or (iv) mailed by certified mail with postage prepaid and return receipt requested, to the party to which such notice or communication is to be given at the addresses set forth below. Each such notice or other communication shall be effective if: (i) given by facsimile, when transmitted; (ii) given by mail, three (3) days after such communication is deposited in the mail and addressed as aforesaid; (iii) given by Federal Express® or similar commercial delivery service, three (3) business days after such communication is deposited with such service and addressed as aforesaid; or (iv) given by any other means when actually delivered at such address:

If to DMH:

Los Angeles County Department of Mental Health
550 South Vermont Avenue
Los Angeles, CA 90020
Facsimile: (213) 427-6166
Attention: District Chief, Service Area 4

If to Medical Center:

Cedars-Sinai Medical Center
8700 Beverly Boulevard, Suite 2015
Los Angeles, CA 90048-1865
Facsimile No. (310) 423-0119
Attention: Senior Vice President
for Academic Affairs

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IN WITNESS WHEREOF, authorized representatives of each party hereto have executed this Agreement effective as of the date stated above in Los Angeles, California.

DMH"

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By_____
Principal Deputy County Counsel

LOS ANGELES COUNTY
DEPARTMENT OF MENTAL HEALTH,
a California government agency

By:_____
Marvin J. Southard, D.S.W.
Director

"MEDICAL CENTER"

CEDARS-SINAI MEDICAL CENTER,
a California nonprofit public benefit corporation

By: _____
Shlomo Melmed, M.D.
Senior Vice President for Academic Affairs

By: _____
Mark H. Rapaport, M.D.
Chairman, Department of Psychiatry

ACKNOWLEDGED AND AGREED TO:

By: _____
Alan T. Lefor, M.D., M.P.H.
Medical Director, Continuing & Graduate Medical Education

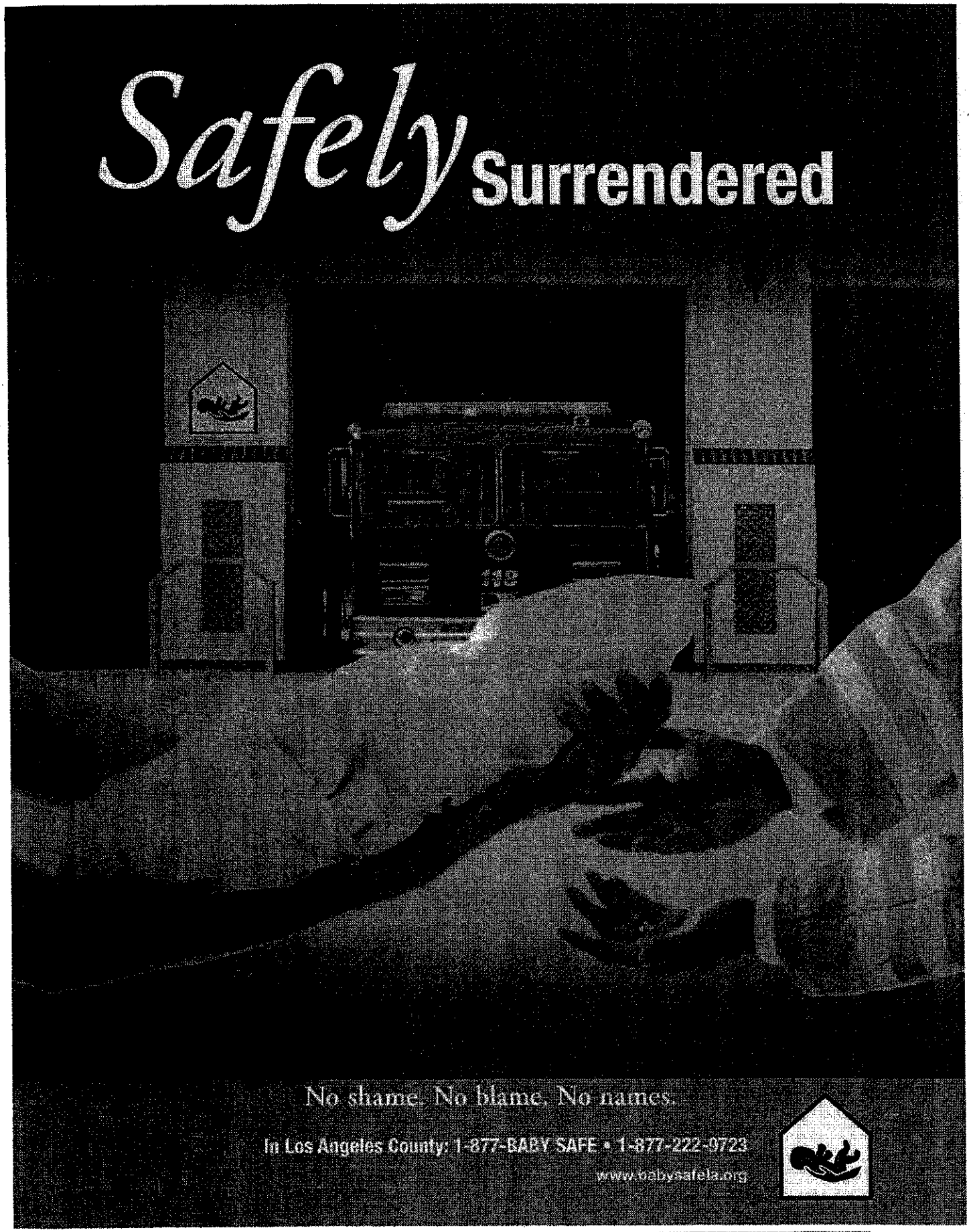
I:\DMHASOC1\Cedars Affiliation Agreement\Cedars Affiliation Agreement

EXHIBIT A

CEDARS-SINAI MEDICAL CENTER
AFFILIATION AGREEMENT

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)


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?

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.

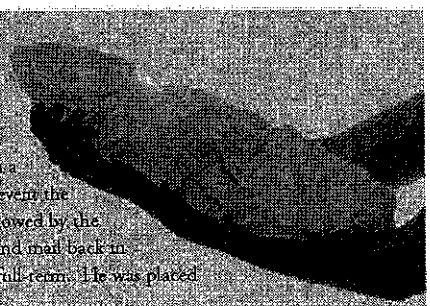
What happens to the parent or surrendering adult?

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

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

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

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 Angeles.

¿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 B

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

EXHIBIT C

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph 9.35 (MEDICAL CENTER'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 _____ (hereafter) that all of its officers, employees, agents and/or sub-contractors 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 sub-contractors 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 sub-contractors 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 Medical Center or any of its officers, employees, agents and/or sub-contractors 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 Medical Center, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors 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 _____