COUNTY OF LOS ANGELES

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Director

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550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
GLORIA MOLINA
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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, California 90012

Dear Supervisors:

APPROVAL TO RENEW 48 CLINICAL ASSESSMENT SERVICES AGREEMENTS (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to renew 48 agreements for the provision of clinical assessment services throughout Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health, or his designee, to prepare, sign, and execute the renewal of 48 service agreements for the clinical assessment programs (Agreements) with licensed clinicians, listed on Attachment I and substantially similar to Attachment II. The term of these Agreements will be effective July 1, 2009 through June 30, 2012, at an estimated annual cost of $1,640,000, or $4,920,000 over the three-year term.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future Agreements, and future amendments to those Agreements, with other qualified and licensed clinicians to perform mental health assessments for Assembly Bill (AB) 3632 and Specialized Foster Care (D-Rate) programs, provided that: 1) the County's payments to each contractor under any amended Agreements do not exceed an increase of 20 percent of the initial Board-approved Agreement amount, 2) any increase will be used to meet program needs, 3) your Board has appropriated sufficient funds for all changes, 4) approval of County Counsel and the Chief Executive Office (CEO), or designees, is obtained prior to any such Agreement or amendment, and 5) the Director of Mental Health provides written notification to your Board within 30 days after the execution of any Agreement or amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Renewal of these Agreements will allow Department of Mental Health (DMH) to continue contracting with the providers to perform State-mandated clinical assessments countywide for seriously emotionally disturbed (SED) children and adolescents who are considered for State-mandated AB 3632 services and/or specialized foster home care due to the severity of their emotional and behavioral problems. The term of the current Agreements expires on June 30, 2009. In addition, upon Board approval the Director of Mental Health will have delegated authority to execute new Agreements with other qualified, licensed clinicians, as deemed necessary, in order to ensure sufficient clinical manpower to perform State-mandated AB 3632 and Specialized Foster Care (D-Rate) mental health assessments of SED children and adolescents.

Implementation of Strategic Plan Goals

The recommended Board actions support County Strategic Plan Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The estimated annual cost of these 48 agreements is $1,640,000, or $4,920,000 over the three-year term, funded by Individuals with Disabilities Education Act, Gross Early Periodic Screening, Diagnosis, and Treatment Medi-Cal, Intrafund Transfer with the Department of Children and Family Services (DCFS), Sales Tax Realignment, and Mental Health Services Act funds, which are included in the Department's Fiscal Year 2009-10 Proposed Budget. Funding for future fiscal years will be requested through DMH's annual budget process. There is no increase in net County cost.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DMH is responsible for ensuring the timely completion of State-mandated clinical assessments of special education pupils, pursuant to Chapter 26.5 CA Government Code AB 3632, and also for clinical assessments referred by DCFS for the D-Rate Program. These assessments are conducted countywide by qualified, privately licensed mental health clinicians.

Upon Board approval the Director of Mental Health will have delegated authority to renew the 48 Agreements that are due to expire on June 30, 2009, and will have delegated authority to execute new Agreements with other qualified, licensed clinicians who have specialized training and skills in completing all of the required evaluation

tools, and experience in evaluating children and adolescents and complying with State-mandated requirements.

Attachment I specifies the contract clinicians, Supervisoral Districts, services provided, and Agreement term. Attachment II is the Agreement, and Attachment III provides information regarding Contracting with Minority/Women-Owned Firms Percentage of Ownership in Firms Contracting with the County.

The attached Agreement format has been approved as to form by County Counsel. The CEO has reviewed the proposed actions. DMH will administer the Agreements to ensure that the services requested under Clinical Assessment Programs are provided and that Agreement provisions and Departmental policies are being followed. The Agreement format includes five revised or mandated provisions: Performance Standards and Outcome Measures, Force Majeure, Attestation of Willingness to Consider GAIN/GROW Participants, Local Small Business Enterprise Preference Program, and Indemnification and Insurance Requirements.

CONTRACTING PROCESS

All of the 48 licensed, clinicians have existing agreements with DMH which will expire on June 30, 2009, and are being renewed because of the continuing need for their specialized services. DMH continuously accepts applications from qualified, licensed clinicians. Based on need, DMH selects individuals for their specialized clinical assessment skills and experience in evaluating children and adolescents for the AB 3632 and Specialized Foster Care (D-Rate) programs.

IMPACT ON CURRENT SERVICES

Renewal of these Agreements will allow current and future contractors to perform uninterrupted, accessible mental health assessments to determine service needs and the level of supervision of SED children and adolescents throughout Los Angeles County.

Respectfully submitted,

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

MJS:OC:RK:PM

Attachments (3)

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

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

Attachment I

SPECIALIZED CONTRACT RENEWAL FOR FYs 2009-10, 2010-11 AND 2011-12

SERVICES AGREEMENT FOR CLINICAL ASSESSMENT PROGRAMS

Item No.	CONTRACTOR	SUP. DIST.	Agreement Term	Hourly Rate* FY 2009-2010	Hourly Rate* FY 2010-11	Hourly Rate* FY 2011-12
1	Douglas Allen, Ph.D. dba A Professional Psychology Corporation 23241 Ventura Boulevard, #209 Woodland Hills, CA 91364	All	3 Yrs.	$90.00	N/A	N/A
2	Meredyth Alpert, L.C.S.W. 3932 San Marcos Court Newbury Park, CA 91320	All	3 Yrs.	$65.00	N/A	N/A
3	Joyce Ballard, L.C.S.W. 1011 Superba Avenue Venice, CA 90291	All	3 Yrs.	$65.00	N/A	N/A
4	Douglas Johnson, Ph.D. 345 Wisconsin Ave, Unit 102 Long Beach, CA 90814	All	3 Yrs.	$90.00	N/A	N/A
5	Rachal Bartur, L.C.S.W. 11601 Terryhill Place Los Angeles, CA 90049	All	3 Yrs.	$65.00	N/A	N/A
6	Monica Benitez-Kelson, Ph.D. 10650 Somma Way Los Angeles, CA 90077	All	3 Yrs.	$90.00	N/A	N/A
7	Jody M. Trager, Ph.D. 1192 Foxboro Drive Los Angeles, CA 90049	All	3 Yrs.	$90.00	N/A	N/A
8	John M. Chavez, Ph.D. 1530 Highland Oaks Drive Arcadia, CA 91006	All	3 Yrs..	$90.00	N/A	N/A
9	Robin Cohen, Ph.D. 1800 Fairburn Avenue, Suite 204 Los Angeles, CA 90025	All	3 Yrs..	$90.00	N/A	N/A
10	Marcy Pullard, L.C.S.W. P.O. Box 561706 Los Angeles, CA 90056	All	3 Yrs.	$65.00	N/A	N/A
11	Julie Criss-Hagerty, Ph.D. 23504 Lyons Avenue, Suite #304 Newhall, CA 91321	All	3 Yrs.	$90.00	N/A	N/A
12	Allisa Daquino, L.S.C.W. 16420 Tudor Drive Encino, CA 91436	All	3 Yrs.	$65.00	N/A	N/A
13	Cheryl Davis, Ph.D. 16317 Bryant Street North Hills, CA 91343	All	3 Yrs.	$90.00	N/A	N/A

SPECIALIZED CONTRACT RENEWAL FOR FYs 2009-10, 2010-11 AND 2011-12

SERVICES AGREEMENT FOR CLINICAL ASSESSMENT PROGRAMS

Item No.	CONTRACTOR	SUP. DIST.	Agreement Term	Hourly Rate* FY 2009-2010	Hourly Rate* FY 2010-11	Hourly Rate* FY 2011-12
14	Alann D. Dingle, Ph.D. 2401 Pacific Coast Highway, #102 Hermosa Beach, CA 90254	All	3 Yrs.	$90.00	N/A	N/A
15	Margaret Dominguez, Ph.D. 1137 2nd Street, Suite 213 Santa Monica, CA 90403	All	3 Yrs.	$90.00	N/A	N/A
16	Sandi J. Fischer, Ph.D. 12400 Ventura Boulevard Studio City, CA 91604	All	3 Yrs.	$90.00	N/A	N/A
17	Patti Park, L.C.S.W. 2238 El Contento Drive Los Angeles, CA 90068	All	3 Yrs.	$65.00	N/A	N/A
18	The Family Deport Psychological Services, Inc. c/o Rosa Zapata 20833 Seine Avenue Lakewood, CA 90715	All	3 Yrs.	$65.00	N/A	N/A
19	Robert L. Grossbard, Ph.D. 928 6th Street, Suite 4 Santa Monica, CA 90403	All	3 Yrs.	$90.00	N/A	N/A
20	Theresa McKinley 2440 Koa Drive Rialto, CA 92377-4062	All	3 Yrs.	$65.00	N/A	N/A
21	Lorah Joe, L.C.S.W. 6210 Wilshire Boulevard, Suite 200 Los Angeles, CA 90048	All	3 Yrs.	$65.00	N/A	N/A
22	Michael C. Knapp, Ph.D. 8535 Oak Park Avenue Northridge, CA 91325	All	3 Yrs.	$90.00	N/A	N/A
23	Leslie A. Larson, Ph.D. 115 W. California Blvd., #249 Pasadena, CA 91105	All	3 Yrs.	$90.00	N/A	N/A
24	Bonnie Mahler, Ph.D. 23504 Lyons Avenue, Suite #401 Santa Clarita, CA 91321	All	3 Yrs.	$90.00	N/A	N/A
25	Amy Allison Maiman, L.C.S.W. 30536 Rainbow View Drive Agoura Hills, CA 91301	All	3 Yrs.	$65.00	N/A	N/A
26	David R. Marquez, L.C.S.W. 119 South Atlantic Boulevard, Suite #209 Monterey Park, CA 91754	All	3 Yrs.	$65.00	N/A	N/A

SPECIALIZED CONTRACT RENEWAL FOR FYs 2009-10, 2010-11 AND 2011-12

SERVICES AGREEMENT FOR CLINICAL ASSESSMENT PROGRAMS

Item No.	CONTRACTOR	SUP. DIST.	Agreement Term	Hourly Rate* FY 2009-2010	Hourly Rate* FY 2010-11	Hourly Rate* FY 2011-12
27	Frederick M. Martone, Ph.D. 2253 Dudley Street Pasadena, CA 91104	All	3 Yrs.	$90.00	N/A	N/A
28	David M. McCully, L.C.S.W. 9567 Dale Avenue Shadow Hills, CA 91040	All	3 Yrs.	$65.00	N/A	N/A
29	Victoria A. Menchaca, Ph.D. 10921 Wilshire Boulevard, #504 Los Angeles, CA 90024	All	3 Yrs.	$90.00	N/A	N/A
30	Gloria Mucino, L.C.S.W. 12301 Wilshire Blvd., Ste. 210 Los Angeles, CA 90025	All	3 Yrs.	$65.00	N/A	N/A
31	Sandra Palamara, Ph.D. 12304 Santa Monica Boulevard, #213 Los Angeles, CA 90025	All	3 Yrs.	$90.00	N/A	N/A
32	Maria M. Parent, Ph.D. 3245 Verdugo Road Glendale, CA 91208-1633	All	3 Yrs.	$90.00	N/A	N/A
33	Michelle Perlmutter, L.C.S.W. 6634 Maplegrove Street Oak Park, CA 91377	All	3 Yrs.	$65.00	N/A	N/A
34	Jacqueline Schott, Ph.D. 604 South Saltair Avenue Los Angeles, CA 90049	All	3 Yrs.	$90.00	N/A	N/A
35	Arnold Swiller, Ph.D. 4745 Lemona Avenue Sherman Oaks, CA 91403	All	3 Yrs.	$90.00	N/A	N/A
36	Eva Tauber, L.C.S.W. 15720 Ventura Boulevard, #203 Encino, CA 91436	All	3 Yrs.	$65.00	N/A	N/A
37	Christina Tercero, L.C.S.W. 2413 West 155th Street Gardena, CA 90249	All	3 Yrs.	$65.00	N/A	N/A
38	Glynda A. Thume, Ph.D. 22108 Londelius Street West Hills, CA 91304	All	3 Yrs.	$90.00	N/A	N/A
39	Dara L. Vines, Ph.D. 5935 South Garth Avenue Los Angeles, CA 90056	All	3 Yrs.	$90.00	N/A	N/A

SPECIALIZED CONTRACT RENEWAL FOR FYs 2009-10, 2010-11 AND 2011-12

SERVICES AGREEMENT FOR CLINICAL ASSESSMENT PROGRAMS

Item No.	CONTRACTOR	SUP. DIST.	Agreement Term	Hourly Rate* FY 2009-2010	Hourly Rate* FY 2010-11	Hourly Rate* FY 2011-12
40	Muriel Waterman, L.C.S.W. 265 S. Palm Drive Beverly Hills, CA 90212	All	3 Yrs.	$65.00	N/A	N/A
41	Dana Weinstein, L.C.S.W. 13323 Washington Boulevard, #200 Los Angeles, CA 90066	All	3 Yrs.	$65.00	N/A	N/A
42	Richard Weinstein, Ph.D. 13323 Washington Boulevard, #200 Los Angeles, CA 90066	All	3 Yrs.	$90.00	N/A	N/A
43	Lisa E. Wulkan, L.C.S.W. 18075 Ventura Boulevard, Suite 220 Encino, CA 91316	All	3 Yrs.	$65.00	N/A	N/A
44	Natalie Yeschin, L.C.S.W. 509 Marin Street, Suite 124-D Thousand Oaks, CA 91360	All	3 Yrs.	$65.00	N/A	N/A
45	Harnet Boxier, Ph.D. 2816 Malcolm Avenue Los Angeles, CA 90064	All	3 Yrs.	$90.00	N/A	N/A
46	Pauline Smith, L.C.S.W. 4201 Via Marison, unit 236 Los Angeles, CA 90042	All	3 Yrs.	$65.00	N/A	N/A
47	Steven L. Brigham, Ph.D. 15233 Ventura Blvd., PH-4 Sherman Oaks, CA 91403	All	3 Yrs.	$90.00	N/A	N/A
48	Esther Marron, Psy.D. 5837 Evis Avenue Van Nuys, CA 91411	All	3 Yrs.	$90.00	N/A	N/A

* Contractor is paid an established hourly rate by professional licensure (e.g., LCSW, Ph.D., M.D.) in accordance with the Agreement's Payment Schedule.

ATTACHMENT II

CONTRACTOR:

_____ _____
CONTRACT NUMBER

Business Address:

_____ _____
REFERENCE NUMBER

_____

Supervisorial District(s) All Mental Health Service Area(s) All

SERVICES AGREEMENT
FOR CLINICAL ASSESSMENT PROGRAMS

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EXHIBIT(S)

A. STATEMENT OF WORK – AB 3632/ SPECIALIZED FOSTER CARE (D-Rate) CLINICAL ASSESSMENT PROGRAM

B. PAYMENT SCHEDULE – AB 3632/SPECIALIZED (D-Rate) CLINICAL ASSESSMENT PROGRAM

C. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

D. SAFELY SURRENDERED BABY LAW FACT SHEET

E. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

F. CHARITABLE CONTRIBUTIONS CERTIFICATION

G. CROSSWALK FACT SHEET

SERVICES AGREEMENT

FOR CLINICAL ASSESSMENT PROGRAMS

THIS AGREEMENT for the provision of clinical assessment services is made and entered into this _____ day of _____ , 200_, by and between the County of Los Angeles on behalf of its Department of Mental Health (hereafter "COUNTY") and

_____

_____

(hereafter "CONTRACTOR").

Business Address:

_____

_____

_____

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefor certain mental health services contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code Section 5600 et seq.; and

WHEREAS, County's Department of Mental Health (hereafter "DMH") has determined that existing staff of DMH do not have sufficient manpower, that it is difficult to recruit personnel to perform the services hereunder, and that the services to be provided hereunder are professional and specialized; and

WHEREAS, the AB 3632 Program (Government Code Section 7570 et seq) is State-mandated and an entitlement for special education children under Federal law; and

WHEREAS, the responsibility for providing mental health services to seriously emotionally disturbed (SED) children in special education was transferred from schools to counties in the late 1980's; and

WHEREAS, the Clinical Assessment Programs are funded by Individual with Disabilities Education Act (IDEA) revenues, the Department of Children and Family Services (DCFS) monies, and Medi-Cal revenues and administered by DMH for the provision of clinical mental health assessments of seriously emotionally disturbed (SED) children and adolescents who are considered for State-mandated

AB 3632 services and/or specialized foster home care (D-Rate) due to the severity of their emotional and behavioral problems; and

WHEREAS, DMH has a need to engage the specialized services of licensed clinicians for the Clinical Assessment Programs–AB 3632 and Specialized Foster Care (D-Rate); and

WHEREAS, DMH must comply with the State-mandate to perform clinical assessments countywide for this SED population by licensed clinicians; and

WHEREAS, the purpose of the Specialized Foster Care (D-Rate) Clinical Assessment Program is to provide a uniform method of evaluating and certifying children and adolescents who are referred by DCFS as "Schedule D." This D-Rate allows for a DCFS rate of payment that includes supplemental funds to foster parents for the additional responsibilities involved in caring for children and adolescents who are at high risk of requiring more restrictive and higher cost placements due to the severity of their emotional and behavioral problems and recurrent dysfunctional patterns; and

WHEREAS, Contractor possesses the specialized skills, training and experience to complete clinical assessments to determine service needs and the level of supervision of these SED children and adolescents; and

WHEREAS, Contractor is qualified and licensed under the laws of the State of California to engage in the business of providing the services described herein; and

WHEREAS, Contractor is willing to provide the specialized services described herein for and in consideration of the payment provided under this Agreement and under the terms and conditions hereinafter set forth; and

WHEREAS, pursuant to Section 31000 of the California Government Code, County is authorized to contract for these specialized services.

NOW, THEREFORE, County and Contractor 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 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. **TERM**:

A. This Agreement shall commence on July 1, 2009 and shall continue in full force and effect through June 30, 2010. Thereafter, this Agreement shall be automatically renewed for two years. The first automatic renewal period shall commence on July 1, 2010 and shall continue in full force and effect through June 30, 2011, and the second automatic renewal period shall commence on July 1, 2011 and shall continue in full force and effect through June 30, 2012, unless either party gives notice to the other party of its intent not to renew at least 30 days prior to the commencement of each automatic renewal period.

B. This Agreement may be terminated by either party at any time without cause by giving at least 30 days prior written notice to the other party.

C. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 47 (NOTICES).

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

2. **ADMINISTRATION**: Director shall have the authority to administer this Agreement on behalf of County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County regarding Contractor's performance hereunder.

3. **TERMINATION FOR CONVENIENCE:** Any of the parties to this Agreement may terminate services by written notice to the other party which shall become effective 30 days from the date of the written notice. Any party providing such termination shall not be liable or responsible for any liability, monetary or otherwise, resulting from any termination, in whole or in part, of that party's involvement in this Agreement. Termination shall be final and shall release the party from any further responsibility to provide service under the terms and conditions of this Agreement.

4. **TERMINATION FOR DEFAULT:**

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

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

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

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

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

5. **TERMINATION FOR IMPROPER CONSIDERATION:** County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found

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

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

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

6. **SERVICES PROVIDED**: Contractor shall provide services to County as set forth in Exhibit A (STATEMENT OF WORK), which is attached hereto and incorporated by reference.

7. **PAYMENT**:

A. In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A (STATEMENT OF WORK), Contractor shall be paid in accordance with the Payment Schedule established in Exhibit B. Notwithstanding such limitation of funds, Contractor agrees to satisfactorily provide all services specified in Exhibit A and to follow procedures established by DMH and specified in Exhibit B.

B. No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

C. Budget Reductions: In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in County contracts, the County reserves the right to reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8. **LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS:** Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary reductions which appropriate less than the amount provided for in Exhibit B (PAYMENT SCHEDULE) of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event 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. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

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

A. Exhibit A Statement of Work – AB 3632/Specialized Foster Care (D-Rate) Clinical Assessment Program

B. Exhibit B Payment Schedule – AB 3632/Specialized Foster Care (D-Rate) Clinical

Assessment Program

C. Exhibit C Attestation Regarding Federally Funded Programs

D. Exhibit D Safely Surrendered Baby Law Fact Sheet (In English and Spanish)

E. Exhibit E Contractor Acknowledgement and Confidentiality Agreement

F. Exhibit F Charitable Contributions Certification

G. Exhibit G Crosswalk Fact Sheet

10. **CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT**: Contractor shall provide to County an executed Contractor Acknowledgement and Confidentiality Agreement (Exhibit E) prior to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental Health, ATTN: Chief of Contracts, Contracts Development and Administration Division, 550 South Vermont Avenue, 5th Floor, Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the Contractor first performs work under this Agreement.

11. **CONFIDENTIALITY:** Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and County information system 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. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

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

13. **ENTIRE AGREEMENT**: The body of this Agreement, and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous

agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

14. **ALTERATION OF TERMS:** No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Summary or Service Exhibit(s) 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 Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director of Mental Health.

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

16. **RECORDS AND AUDITS:**

A. Records:

(1) Direct Services Records: During the assessment period, Contractor shall maintain a record of all direct services rendered and fully document all services provided under this Agreement and in sufficient detail to permit an evaluation and audit of such services. All such records shall be retained, maintained, and made immediately available for inspection, program review, and/or audit by authorized representatives and designees of County, State, and/or Federal governments during the term of this Agreement and during the applicable period of records retention. Such access shall include regular and special reports from Contractor. In addition to the requirements in this Paragraph, Contractor shall comply

with any additional patient/client record requirements described in the Exhibits and shall adequately document the delivery of all services described in the Exhibits.

(a) Patient/Client Records (Direct Services): Contractor shall maintain treatment and other records of all assessment services in accordance with all applicable County, State and Federal requirements on each individual patient/client which shall include, but not be limited to, patient/client identification number, patient/client face sheet, all data elements required by the County's information system, consent for treatment form, initial evaluation form, treatment plan, progress notes and discharge summary.

(b) All patient/client records shall be returned to County upon completion of assessment or reassessment.

(2) Financial Records: Contractor shall prepare and maintain, on a current basis, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles, with the procedures set out in the Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, and with all guidelines, standards, and procedures which may be provided by County to Contractor. Minimum standards for accounting principles are set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be furnished to Contractor by County upon request.

(3) Preservation of Records: If, following termination of this Agreement, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within 48 hours thereafter, Director of State Department of Mental Health (SDMH) and Director shall be notified thereof by Contractor in writing of all arrangements made by Contractor for preservation of all the patient/client, financial, and other records referred to in this Paragraph.

B. Audits:

(1) Contractor shall provide County and its authorized representatives access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent transaction, activity, time cards, or any other records relating to this Agreement.

(2) County may, in its sole discretion, perform periodic fiscal and/or program review(s) of Contractor's records that relate to this Agreement, and if the results of any fiscal and/or program review requires a corrective plan of action, Contractor shall submit such a plan to DMH no later than thirty days after

receiving the findings of the fiscal and/or program review.

(3) Audit Reports: In the event that any audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within thirty days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement. Contractor shall promptly notify County of any request for access to information related to this Agreement by any other governmental agency.

(4) State Department of Mental Health (SDMH) Access to Records: Until Contractor has fulfilled its commitment to return all records to County, Contractor shall maintain and make available to the State Department of Mental Health, the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, and any other authorized Federal and State agencies, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Contractor shall not carry out any of the services through any subcontract.

(5) Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of seven years following the furnishing of services under this Agreement, Contractor shall maintain and make available to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, Contractor shall not carry out any of the services through any subcontract.

17. **SEVERABLITY:** If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

18. **WAIVER:** No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies

set forth in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

19. **INDEMNIFICATION AND INSURANCE:**

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

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

1) Evidence of Insurance 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 Contract.

(a) 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.

(b) Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. 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.

(c) 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 send to: *County of Los Angeles – Department of Mental Health, Contracts Development and Administration Division, 550 South Vermont Avenue, 5th Floor, Los Angeles, CA 90020.*

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 Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

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.

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.

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 Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said beach.

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.

6) Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, 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.

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

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.

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.

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 Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

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.

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.

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.

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.

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C. **INSURANCE COVERAGE:**

1) **Commercial General Liability** insurance (provide 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

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 Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

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.

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.

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

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

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

21. **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 or have any direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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

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

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23. **CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT:** Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to the contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

24. **CHILD SUPPORT COMPLIANCE PROGRAM:**

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

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

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in

Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 4 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

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

27. **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.

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

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

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

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

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

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

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

30. **INDEPENDENT STATUS OF CONTRACTOR**: This Agreement is between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant,

employee, partnership, joint venture, or association, as between County and Contractor. This Agreement constitutes the complete and exclusive statement of understanding between the parties which supersedes all previous Agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement.

31. **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.

32. **SUBCONTRACTING:** No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor.

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33. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:**

A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, 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. A copy of each such license, permit, registration, accreditation, and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder) as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

B. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

34. **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.

35. **GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. 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.

36. **CERTIFICATION OF DRUG-FREE WORK PLACE:** Contractor certifies and agrees that Contractor and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then Contractor, within five days thereafter, shall notify Director in writing.

37. **FORCE MAJEURE:**

A. 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").

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.

38. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:**

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

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

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

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

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

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

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

(b) County has added to the DMH Provider Manual an Electronic Data Interchange/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which includes the method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and requirements for these transactions.

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

E. Contractor understands that County operates an informational website www.dmh.co.la.ca.us related to the services under this Agreement and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize said website to obtain updates, other information, and forms to assist Contractor in its performance.

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

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

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39. **COMPLIANCE WITH JURY SERVICE PROGRAM:**

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

B. Written Employee Jury Service Policy:

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

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

(3) If Contractor is not required to comply with the Jury Service Program when the Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if

Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

40. **WARRANTY:** Contractor represents and warrants that its signatory to this Agreement is fully authorized to obligate the Contractor and that all acts necessary to the execution of this Agreement have performed.

41. **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.

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

43. **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 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 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)

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

45. **PERFORMANCE STANDARDS AND OUTCOME MEASURES**: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards

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

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

46. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**: This contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

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

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

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

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

47. **NOTICES**: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be 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. Addresses and persons to be notified may be changed by either party by giving 10 days prior written notice thereof to the other party.

To CONTRACTOR: _____

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To COUNTY: Department of Mental Health

Contracts Development and Administration Division

550 South Vermont Ave., 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 Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By_____
Contractor's Signature

_____
CONTRACTOR'S TAXPAYER
IDENTIFICATION NUMBER

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development
and Administration Division

JN: Clinical Assessment Svcs. Format
06/01/2009 8:57 AM

EXHIBIT A

CLINICAL ASSESSMENT PROGRAMS

STATEMENT OF WORK

Contractors who possess the specialized skills and experience, and who are trained to complete clinical assessments to 1) determine the service needs of "AB 3632" eligible children and adolescents as requested by school districts, and/or 2) evaluate and certify children and adolescents as "D-Rate" who are referred by DCFS, are requested by DMH to perform such clinical assessments within the perimeters described below.

AB 3632 CLINICAL ASSESSMENT PROGRAM

The AB 3632 Program is State-mandated (Government Code Section 7570 et seq.) and an entitlement for special education children under Federal law. The responsibility for providing mental health services to seriously emotionally disturbed (SED) children in special education was transferred from schools to counties in the late 1980's. Thus, DMH must comply with the State mandate to ensure the timely completion of clinical assessments countywide by licensed clinicians for this SED population.

RESPONSIBILITIES OF CONTRACTOR AND COUNTY

A. Contractor's Responsibilities:

1. Contractor shall gather information about the health and mental health needs of the Medi-Cal and non-Medi-Cal Special Education Pupils.

2. Contractor shall provide clinical mental health assessments in accordance with the requirements and mandates of DMH, AB 3632, and other applicable laws.

3. Contractor shall develop a written treatment plan and recommendations as indicated by the clinical and educational needs of the Special Education pupil.

4. Contractor shall provide written documentation of activities and time expended for DMH's Integrated System (IS) data collection and billing purposes.

5. Contractor shall contact designated school districts and parents of pupils referred to DMH for AB 3632 services.

6. Contractor shall complete all DMH requested and/or required paperwork and submit with the completed assessment according to the procedures and protocols developed by DMH. All assessments shall be written

according to DMH-approved format. **No invoices will be approved and submitted for payment unless this requirement is met.**

a. Contractor shall complete each assessment within ten (10) hours. Any assessment requiring more than ten (10) hours for completion must have prior approval by DMH's AB 3632 Sector Coordinators based on documented specific needs.
b. Activity on unopened cases that does not result in completed assessments shall be limited to 30 minutes, unless there are extenuating circumstances approved by DMH.
c. All completed assessments shall be typed and submitted to DMH's Children's System of Care, AB 3632 Sector Coordinators within five (5) working days before the Individual Education Plan (IEP) or no later than 30 calendar days after assignment to Contractor by DMH, whichever comes first. Any exceptions must be authorized by DMH's AB 3632 Sector Coordinator prior to that date.
d. Generally, considerably less time is required for completing a reassessment. Therefore, unless there are clear, extenuating circumstances that have been approved by DMH, Contractor shall complete and return reassessments within 20 days of assignment.

7. Contractor's attendance at an IEP meeting is **required** if requested by any parent, school district, or County.

8. Contractor shall submit all assessments and other documents described or referred to in this Agreement, on or before July 31 for assessment services provided between July 1 and June 30 each year.

9. Contractor shall be responsible for providing all clerical and secretarial support and any office space required, other than on school premises, and for all other expenses, including, but not limited to, transportation, telephone, and supplies.

10. Contractor shall solely perform all clinical activities and services. **No subcontracting shall be allowed,** pursuant to Paragraph 32 of the Agreement.

11. Contractor shall provided the following documents to DMH, in accordance with Paragraphs 19 and 33 of the Agreement:

a. Current curriculum vitae.
b. Certification of all educational credentials.
c. Copy of all current clinical licenses issued by the State of California.
d. Proof of insurance coverage.

B. County's Responsibilities:

1. DMH shall provide a scheduled orientation and training, at no cost to Contractor, prior to Contractor's receiving assignments from DMH. Additional trainings will be provided as needed.

2. DMH shall assign assessment requests based on volume and location of referrals received from the School Districts.

3. DMH shall provide Contractor with the name, age, location, and school of each pupil to be assessed, along with a packet of information.

4. DMH shall be available to Contractor for consultation, as needed, and shall provide consultation for all complex assessments.

5. DMH shall review Contractor's completed assessment as well as all County/DMH required documents for thoroughness, accuracy and appropriateness

6. DMH's AB 3632 Sector Coordinators shall supervise the assessment process. All assessments and recommendations shall be approved in writing by DMH's AB 3632 Sector Coordinators prior to final submission for payment to Contractor.

7. DMH's Children's System of Care shall be solely responsible for the implementation of all treatment recommendations.

SPECIALIZED FOSTER CARE (D-RATE) CLINICAL ASSESSMENT PROGRAM

The purpose of the Specialized Foster Care (D-Rate) Clinical Assessment Program is to provide a uniform method of evaluating and certifying children and adolescents who are referred by DCFS as "D-Rate". This D-Rate allows for a DCFS rate of payment that includes supplemental funds to foster parents for the additional responsibilities involved in caring for children and adolescents who are at high risk of requiring more

restrictive and higher cost placements due to the severity of their emotional and behavioral problems and recurrent dysfunctional patterns.

RESPONSIBILITES OF CONTRACTOR AND COUNTY

B. Contractor's Responsibilities:

1. Gather information about the health and mental health needs of the Medi-Cal and non-Medi-Cal Foster Care child referred by DCFS, by reviewing documentation provided by the County and by contacting the County placement worker to complete the protocol.

2. Contact the foster parent(s) to set up the appointment and then travel to the homes of caregivers to conduct face-to-face interviews with the foster child/children and foster parent(s), unless DCFS has pre-authorized the assessment being conducted elsewhere.

3. Complete clinical mental health assessments in accordance with the protocols and requirements of DMH for the purpose of determining the service and supervision needs of the children.

    a. Contractor shall complete each assessment for a specialized foster home designated child within seven (7) hours. Any assessment for a specialized foster home child requiring more than seven (7) hours for completion must have prior approval by DMH's Countywide Case Management designated manager based on documented specific needs.
    b. Contractor shall type and submit all completed assessments to DMH's Children's System of Care, Countywide Case Management designated manager **no later than 21 calendar days** after assignment to Contractor by DMH. Any exceptions must be authorized by DMH's manager.
    c. Contractor shall complete all DMH requested and/or required paperwork and submit with the completed assessment. **No invoices will be approved and submitted for payment unless this requirement is met.**
    d. Contractor shall attend quarterly D-Rate assessor's meetings held at the DMH headquarters for training and updates on necessary information to complete clinical assessments on specialized foster home children.

4. Provide written documentation of activities and time expended for DMH's Integrated System (IS) data collection and billing purposes.

5. Perform solely all clinical activities and services. **No subcontracting shall be allowed,** pursuant to Paragraph 32 of the Agreement.

6. Provide the following documents to DMH, in accordance with Paragraphs 19 and 33 of the Agreement:

   a. Current curriculum vitae.
   b. Certification of all educational credentials.
   c. Copy of all current clinical licenses issued by the State of California.
   d. Proof of insurance coverage.

7. Provide all clerical and secretarial support and any office space required, other than space for interviewing foster families and children arranged by the County, and for all other expenses, including, but not limited to, transportation, telephone, and supplies.

C. County's Responsibilities:

1. DMH shall provide a scheduled orientation and training, at no cost to Contractor, prior to Contractor receiving assignments from DMH. Additional training will be provided as needed.

2. DMH shall assign assessment requests based on volume and location of referrals received from DCFS.

3. DMH shall provide Contractor with the name, age, location, and school of each child to be assessed, along with a packet of information.

4. DMH shall be available to Contractor for consultation, as needed, and shall provide consultation for all complex assessments.

5. DMH shall review Contractor's completed assessment as well as all County/DMH required documents for thoroughness, accuracy and appropriateness.

6. DMH's Countywide Case Management designated manager shall supervise the assessment process and approve all assessments and recommendations in writing prior to final submission for payment to Contractor.

7. DMH shall forward Contractor's invoices for payment upon completion of the program review process.

EXHIBIT B

CLINICAL ASSESSMENT PROGRAMS

PAYMENT SCHEDULE

County shall pay Contractor on an hourly basis, in arrears, for completion of each approved clinical assessment ("AB 3632" and/or "D-Rate") within the parameters described below.

The maximum hourly rate of reimbursement to Contractor, who is in one of the following categories of licensed mental health professionals shown by an "**X**".

_____	Clinical Social Worker	$ 65.00/hour
_____	Psychologist	$ 90.00/hour
_____	Psychiatrist	$120/hour

AB3632 CLINICAL ASSESSMENT PROGRAM

1. Payment shall be subject to the following:

   A. Each claim for payment shall be initiated by Contractor's invoice submitted to DMH's Children's System of Care, AB 3632 Sector Coordinators, after completion of each approved assessment, and shall be based on the number of actual hours worked.

   B. Each claim shall be submitted with a complete log of all reimbursable activities and any other information requested by DMH.

   C. Billing for initial assessment shall be limited to ten (10) hours unless prior written approval to exceed has been obtained.

   D. Billing for reassessments shall be limited to four (4) hours unless prior written approval to exceed has been obtained.

2. Each claim shall be submitted to either:

   A. Sector Coordinator/Project Manager
   DMH-AB 3632 Clinical Assessment Program
   11303 West Washington Blvd.
   Los Angeles, CA 90066

   OR

   B. Sector Coordinator/Project Manager
   DMH-AB 3632 Clinical Assessment Program
   12440 East Imperial Hwy., Ste. 116
   Norwalk, CA 90650

SPECIALIZED FOSTER CARE (D-RATE) CLINICAL ASSESSMENT PROGRAM

1. Payment shall be subject to the following:

   A. Each claim for payment shall be initiated by Contractor's invoice submitted to DMH's Children's System of Care, Countywide Case Management designated manager, after completion of each approved assessment, and shall be based on the number of actual hours worked.

   B. Each claim shall be submitted with a complete log of all reimbursable activities and any other information requested by DMH.

   C. Billing for initial assessments and reassessments shall be limited to seven (7) hours unless prior written approval to exceed has been obtained.

2. Each claim shall be submitted to either:

   Project Manager
   DMH-CSOC Countywide Case Management
   600 South Commonwealth Ave., 2nd Floor
   Los Angeles, CA 90005

Exhibit C

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

I further certify as the official responsible for the administration of _____ _____ (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

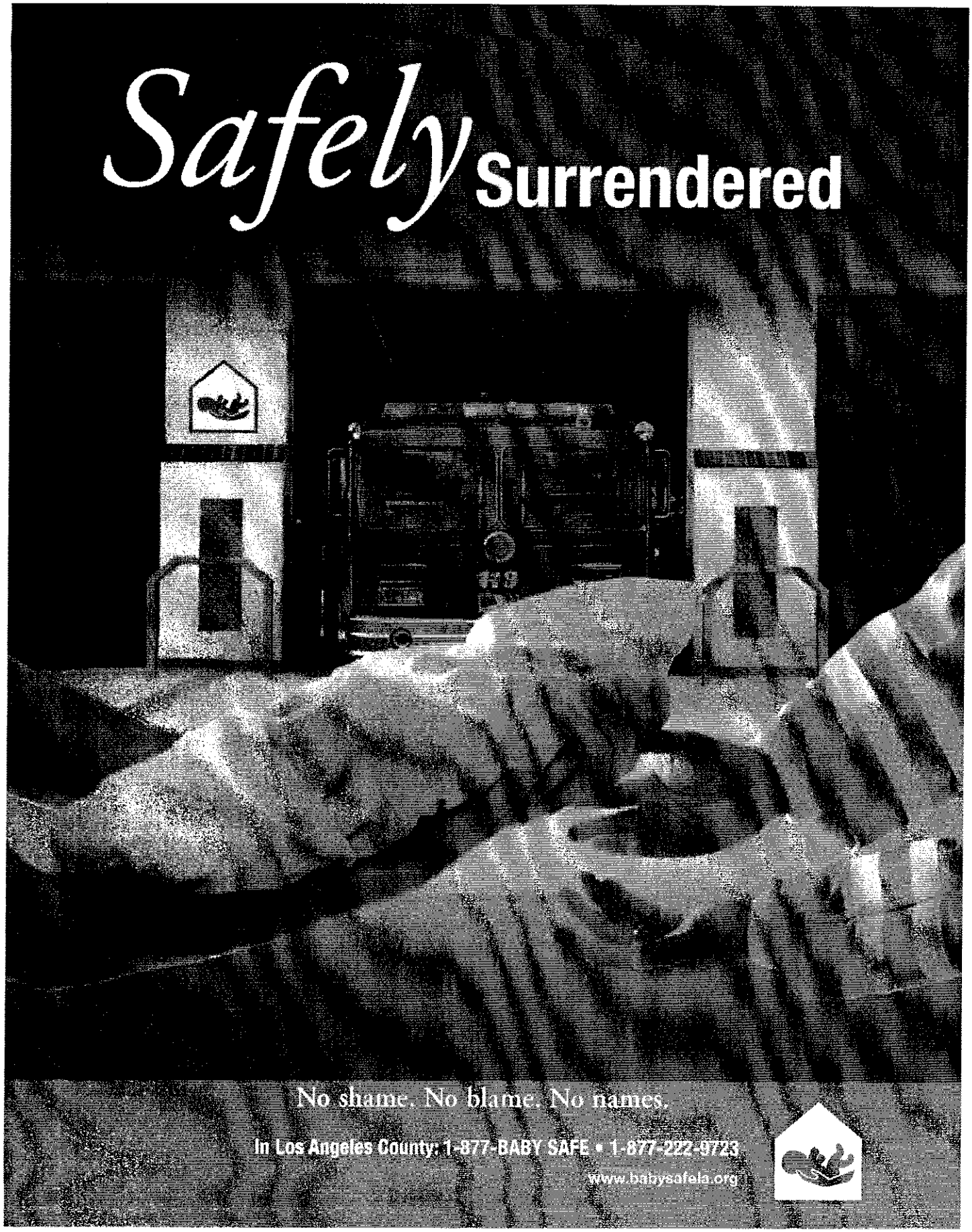
Signature of authorized official _____ Date _____

Exhibit 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?

California's Safely Surrendered Baby Law allows parents or other people with lawful custody who don't want to keep a baby to safely give up the baby. What it means is anyone can leave a baby with an employee at a hospital emergency room in Los Angeles County. As long as the baby is not abused or neglected, the baby cannot be prosecuted for abandoning the baby. The baby may be surrendered with any kind of [illegible] prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

What happens to the parent or surrendering adult?

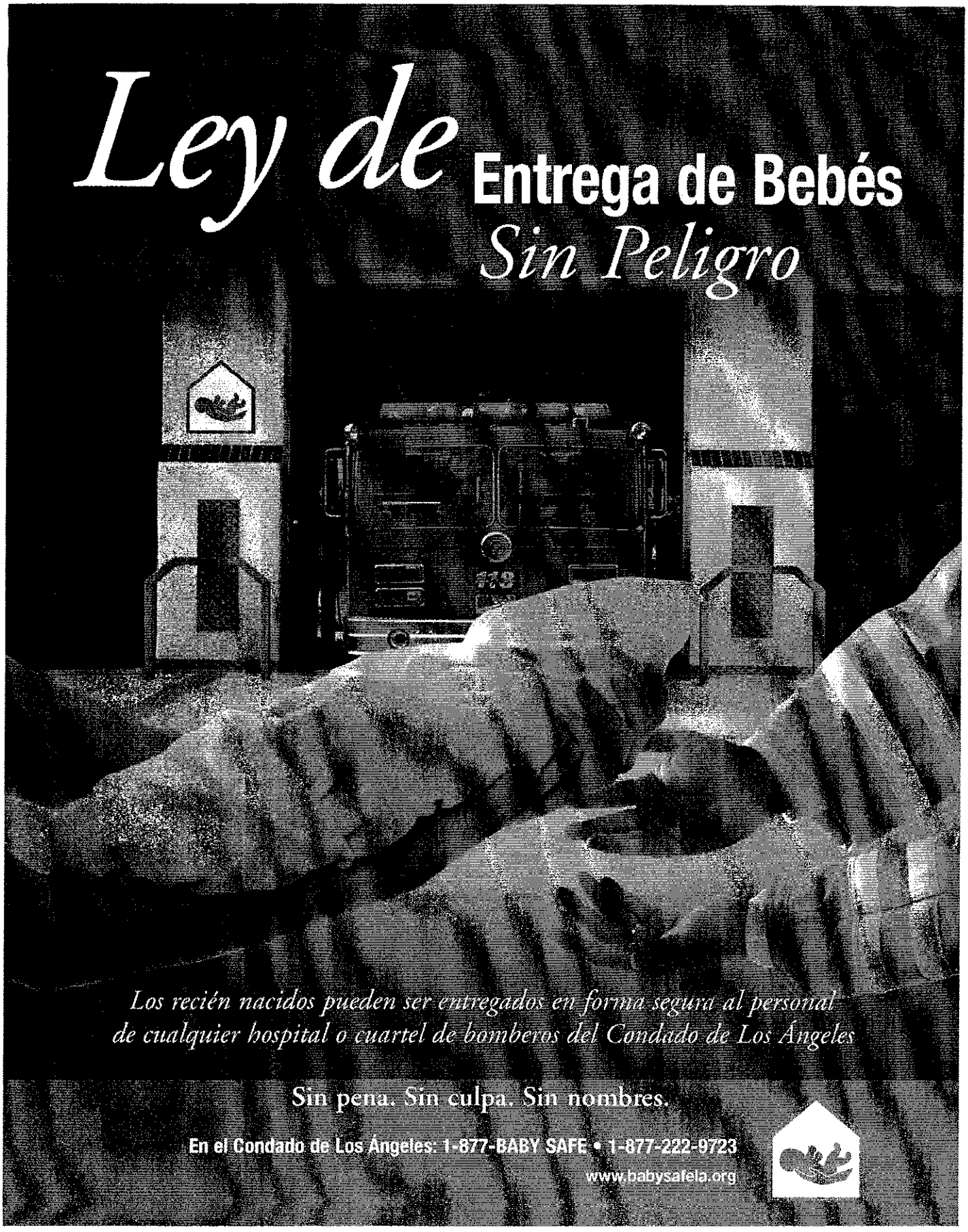
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

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

A baby's story

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


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

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?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por sus padres o por otras personas con custodia legal, a cualquier persona a quien los padres le hayan dado permiso. Siempre y cuando el bebé tenga tres días de vida o menos y no haya sufrido abuso o negligencia, podrá ser entregado al personal de un hospital sin temor a ser arrestados o procesados.

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

¿Cómo funciona?

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

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

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

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

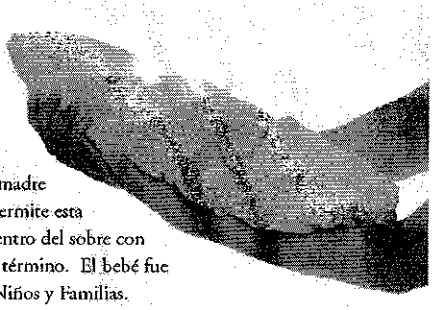
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé



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

Exhibit E

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, Contractors, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION:_____

Revised: 082508

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 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)

CROSSWALK FACT SHEET

Current Language	New Language
o Health Care Financing Administration (HCFA)	o Centers for Medicare and Medicaid Services (CMS)
o Explanation of Balance (EOB)	o Remittance Advice (RA)
o Mode of Service and Service Function Code (SFC) o Activity Code	o No parallel in IS, carried only in MIS o HIPAA Compliant Procedure codes from the following HCPCS: **CPT Codes**: Current Procedural Terminology published by the American Medical Association is a list of codes representing procedures or services. **HCPCS Codes (Level II):** HCFA and other Common Procedure Coding System (HCPCS) Codes are used and approved by the Centers for Medicare and Medicaid to describe and accurately report procedures and services. **UB92:** Refers to coding standards designated by HIPAA.
o DSM IV	o IS converts DSM IV to ICD-9 for claiming: **ICD-9 Codes:** (International Classification of Diseases), 9th Revision Codes, issued and authorized by the Centers for Medicare and Medicaid, to describe and accurately report health related procedures and Diagnoses.
o Staff Code and Discipline Code	o Rendering Provider and Taxonomy
o MHMIS or Mental Health Management Information System AND MIS Management Information System	o IS or Integrated System
o References to entering data into the MIS	o Entering data into the IS
o RGMS	o IS

9/25/03 revised 05-06

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

Attachment III

CONTRACTING WITH MINORITY/WOMEN-OWNED FIRMS
PERCENTAGE OF OWNERSHIP IN FIRM

SERVICES AGREEMENT FOR CLINICAL ASSESSMENT PROGRAMS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Douglas Allen, Ph.D. dba A Professional Psychological Corporation	P							100	
2	Meredyth Alpert, L.C.S.W.	P								100
3	Joyce Ballard, L.C.S.W.	P								100
4	Douglas Johnson, Ph.D.	P							100	
5	Rachal Bartur, L.C.S.W.	P		100						
6	Monica Benitez-Kelson, Ph.D.	P				100				
7	Jody M. Trager, Ph.D.	P								100
8	John M. Chavez, Ph.D.	P			100					
9	Robin Cohen, Ph. D.	P							100	
10	Marcy Pullard, L.C.S.W.	P		100						
11	Julie Criss-Hagerty, Ph.D.	P								100
12	Allisa Daquino, L.C.S.W.	P				100				
13	Cheryl Davis, Ph.D.	P								100
14	Alann D. Dingle, Ph.D.	P								100
15	Margaret Dominguez, Ph.D.	P				100				
16	Sandi J. Fischer, Ph.D.	P								100
17	Patti Park, L.C.S.W.	P						100		
18	The Family Depot Psychological Services, Inc. c/o Rosa Zapata	P				100				
19	Robert L. Grossbard, Ph.D.	P							100	
20	Theresa McKinley	P								100
21	Lorah Joe, L.C.S.W.	P		100						
22	Michael C. Knapp, Ph.D.	P							100	
23	Leslie A. Larson, Ph.D.	P								100
24	Bonnie Mahler, Ph.D.	P								100
25	Amy Allison Maiman, L.C.S.W.	P								100
26	David R. Marquez, L.C.S.W.	P			100					
27	Frederick Martone, Ph.D.	P							100	

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

CONTRACTING WITH MINORITY/WOMEN-OWNED FIRMS
PERCENTAGE OF OWNERSHIP IN FIRM

SERVICES AGREEMENT FOR CLINICAL ASSESSMENT PROGRAMS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
28	David M. McCully, L.C.S.W.	P							100	
29	Victoria A. Menchaca, Ph.D.	P				100				
30	Gloria Mucino, L.C.S.W.	P				100				
31	Sandra Palamara, Ph.D.	P				100				
32	Maria M. Parent, Ph.D.	P				100				
33	Michelle Perlmutter, L.C.S.W.	P								100
34	Jacqueline Schott, Ph.D.	P								100
35	Arnold Swiller, Ph.D.	P							100	
36	Eva Tauber, L.C.S.W.	P								100
37	Christina Tercero, L.C.S.W.	P				100				
38	Glynda A. Thume, Ph.D.	P		100						
39	Dara L. Vines, Ph.D.	P		100						
40	Muriel Waterman, L.C.S.W.	P		100						
41	Dana Weinstein, L.C.S.W.	P								100
42	Richard Weinstein, Ph.D.	P							100	
43	Lisa E. Wulkan, L.C.S.W.	P								100
44	Natalie Yeschin, L.C.S.W.	P						100		
45	Harriet Boxier, Ph.D.	P								
46	Pauline Smith, L.C.S.W.	P								100
47	Steven L. Brigham, Ph.D.	P							100	
48	Esther Marron, Psy.D.	P				100				

NOTE: Non-Profit firms and governmental institutions are not owned; hence, the data on percentage of ownership in firm by ethnicity and gender is not required per instructions from the Office of Affirmative Action Compliance.

Firm Status: NP = Non Profit
P = For Profit
G = Governmental