COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

BOARD OF SUPERVISORS

GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

May 17, 2011

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:

REQUEST APPROVAL TO RENEW EXPIRING MENTAL HEALTH SERVICES ACT MASTER AGREEMENTS FOR MENTAL HEALTH SERVICES ACT PROGRAMS THROUGH FISCAL YEAR 2015-16 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to renew expiring Mental Health Services Act Master Agreements with agencies/contractors that have met the minimum qualifications in accordance with the Request for Statement of Qualifications solicitation process approved by your Board on November 15, 2005, thereby extending from July 1, 2011 through June 30, 2016, the term of the Mental Health Services Act Master Agreement list of agencies/contractors qualified to bid on Mental Health Services Act programs.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health, or his designee, to prepare, sign, and execute Mental Health Services Act (MHSA) Master Agreements, effective July 1, 2011 through June 30, 2016, in a format substantially similar to Attachment I, with 179 agencies/contractors, listed on Attachment II, thereby extending through June 30, 2016, the term of the MHSA Master Agreement list of pre-qualified potential MHSA providers. The execution of a MHSA Master Agreement does not guarantee a MHSA Master Agreement agency/contractor any amount of MHSA funding.

2. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute

MHSA Master Agreements with additional agencies/contractors that meet the minimum requirements and qualifications established by the Request for Statement of Qualifications (RFSQ) solicitation process, and to add these agencies/contractors to the Department of Mental Health (DMH) MHSA Master Agreement list.

3. Delegate authority to the Director of Mental Health, or his designee, to prepare sign, and execute future amendments to the MHSA Master Agreements provided: 1) any revision will reflect programmatic and/or policy changes;
2) approval of County Counsel, or designee, is obtained prior to any such amendments; and 3) the Director of Mental Health notifies your Board and the Chief Executive Officer (CEO) of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions is necessary to renew expiring MHSA Master Agreements and the expiring MHSA Master Agreement list of pre-qualified agencies/contractors eligible to provide MHSA services; the Agreements and list expire on June 30, 2011. Board approval of the recommended actions will continue to provide DMH with a pool of pre-qualified agencies eligible to bid on MHSA programs and will enable DMH to add on an ongoing basis qualified agencies to the MHSA Master Agreement list.

The MHSA Master Agreement is a key component of the MHSA solicitation process, approved by your Board on November 15, 2005. All agencies/contractors have met the minimum contracting qualifications listed in the RFSQ, including compliance with all Countywide contracting requirements, and have demonstrated relevant experience and capacity to provide the various Board-approved MHSA programs. The execution of an MHSA Master Agreement does not guarantee an agency/contractor any amount of MHSA funding. Once on the MHSA Master Agreement list, interested contractors/agencies are solicited, through a Request for Services (RFS) process, to provide Board-approved MHSA programs.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There is no net County cost associated with this action.

Approval of the MHSA Master Agreements does not guarantee any contract amount or allocation of resources. Approval of the proposed actions provides DMH a list of qualified contractors who will be solicited, through the RFS process, to provide MHSA services.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 15, 2005, your Board approved DMH's proposed MHSA RFSQ solicitation process as

a fair and equitable yet streamlined alternative to the Request for Proposals (RFP) process.

On March 7, 2006, your Board approved the awarding of MHSA Master Agreements with qualified agencies to establish a list of pre-qualified agencies/contractors eligible to provide MHSA services. At that time, MHSA Master Agreements were executed with new DMH agencies/contractors, and MHSA amendments were executed with existing DMH agencies/contractors, including contractors with Legal Entity (LE) Agreements. Since Fiscal Year (FY) 2006-07, the MHSA Master Agreement language has been included in the LE Agreement boilerplate language; therefore, contractors with LE Agreements, and which are listed in Attachment III, do not require the execution of separate MHSA Master Agreements.

In accordance with the MHSA RFSQ, DMH accepts and evaluates, on a continuous basis, proposers' Statement of Qualifications (SOQs) and executes MHSA Master Agreements with any qualified agency/contractor. Once an agency/contractor is on the MHSA Master Agreement list, it is eligible to submit a proposal in response to a specific MHSA Request for Statement of Work.

The total number of RFSs released by DMH for MHSA services is as follows:

- Community Services & Supports Plan: 16
- Innovations Plan: 3
- Prevention and Early Intervention Plan: 1
- Workforce and Education Training Plan: 1

Attachment II includes agencies/contractors other than contractors with LE Agreements. DMH will include these agencies on the MHSA Master Agreement list through the execution of a renewed MHSA Master Agreement. Attachment III includes contractors having LE Agreements. DMH will include these LE contractors on the MHSA Master Agreement list through the FY 2011-12 renewal/supersession of LE Agreements Board letters.

These MHSA Master Agreements are not Proposition A or cafeteria services contracts; therefore, the Living Wage requirements are not applicable. All contractors on the MHSA Master Agreement list must adhere to standard County contractual terms and conditions, including all Board-mandated provisions.

The MHSA Master Agreement format has been approved as to form by County Counsel. The CEO has been advised of the proposed actions.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The continuance of the MHSA Master Agreement list through either the execution of new MHSA Master Agreements or the MHSA language in the LE Agreement and the addition of new contractors/agencies will increase the pool of service providers, which DMH will use to solicit services to provide Board-approved MHSA programs.

Respectfully submitted,

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

MJS:DM:RK

Enclosures

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

ATTACHMENT I
APPENDIX H

_____ CONTRACT NUMBER

N/A
Business Address: REFERENCE NUMBER

_____

_____

Supervisory District(s) _____

MASTER AGREEMENT

MENTAL HEALTH SERVICES ACT

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A.	STATEMENT OF WORK
B.	FEE SCHEDULE
C.	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
D.	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
E.	CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
F.	ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

G. FACT SHEET "SAFELY SURRENDERED BABY LAW"
H. CHARITABLE CONTRIBUTIONS CERTIFICATION

MASTER AGREEMENT

THIS MASTER AGREEMENT (hereafter "Agreement") is made and entered into this ____ day of _____, 2011, by and between _____ (hereafter "Contractor") and the County of Los Angeles, on behalf of its Department of Mental Health (hereafter "County").

RECITALS

WHEREAS, the County has a need for, and desires to engage the services of an individual or firm with special expertise and experience to act as a Contractor to the County for the provision of Mental Health Services Act (MHSA) services based on Contractor's Statement of Qualification (SOQ); and

WHEREAS, Contractor is specifically trained and possesses the skills, experience, education and competency for the provision MHSA services based on Contractor's SOQ; and

WHEREAS, the County desires to provide to those persons in Los Angeles County who qualify therefore, certain mental health services contemplated and authorized by the MHSA adopted by the California electorate on November 2, 2004, and solicited by County through the Request for Statement of Qualifications (RFSQ) process; and

WHEREAS, County's Department of Mental Health solicits SOQs from prospective providers of mental health services in order to establish a non-exclusive list of pre-qualified MHSA contractors that will have met the minimum qualifications listed in the MHSA RFSQ and will have demonstrated relevant experience and staff capability to provide certain services contemplated and authorized by the MHSA under the Agreement. Contractors, depending on demonstrated experience/qualifications in one or more service categories, Service Area(s), and/or focal age groups as marked on Contractor's SOQ, will under competitive conditions from time to time, be issued an Request for Services (RFS) provided that Contractor has marked the appropriate categories specified in the RFS on the SOQ prior to the release date of an RFS; and

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

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

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and

warranties contained herein, it is agreed by and between County and Contractor as follows:

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PREAMBLE

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

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

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

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's five goals) 1 Operational Effectiveness; 2) Children, Family, and Adult Well-Being; 3) Community and Municipal Services; 4) Health and Mental Health; and 5) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

- Good Health;
- Economic Well-Being;

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

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

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated comprehensive information, services and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

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

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with

courtesy, dignity, and respect.

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

Service Access

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

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

Service Environment

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

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

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1.0 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.

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

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

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

In order to be eligible to provide MHSA services, Contractor has demonstrated experience and training in its specialized field and has submitted to the County a SOQ in response to County's RFSQ for the provision of such services, and Contractor has met the minimum qualifications listed in the RFSQ and been selected for recommendation for placement on a Master Agreement for MHSA services eligibility list as being qualified to deliver MHSA services based on Contractor's MHSA SOQ. Contractor, depending on demonstrated experience/qualifications in one or more service categories, Service Area(s), and/or focal age groups as marked on Contractor's SOQ, will under competitive conditions from time to time, be

issued an RFS provided that Contractor has marked the appropriate categories specified in the RFS on the SOQ prior to the release of an RFS.

Execution of this Agreement and placement on the Master Agreement for MHSA services list does not guarantee that Contractor will be selected to provide mental health services claimable as MHSA services; in order to provide mental health services claimable as MHSA services, a provider must have been selected to provide MHSA services pursuant to a Request for Services (RFS).

4.0 TERM OF AGREEMENT: The period of this Agreement shall commence on _____ _____, 2011 and shall continue in full force and effect through June 30, 2016.

4.1 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 54.0 (NOTICES).

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

5.0 COMPENSATION:

5.1 In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A, Contractor shall be paid in accordance with the Fee Schedule established in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the sum of N/A DOLLARS ($N/A) for Fiscal Year 2011-2012; N/A DOLLARS ($N/A) for Fiscal Year 2012-2013, N/A DOLLARS ($N/A) for Fiscal Year 2013-2014, N/A DOLLARS ($N/A) for Fiscal Year 2014-2015 and N/A DOLLARS ($N/A) for Fiscal Year 2015-2016. Notwithstanding such limitation of funds, Contractor agrees to satisfactorily complete all work specified in Exhibit A. To request payment, Contractor shall present to County's Program Manager monthly in arrears invoices accompanied by a

statement of the number of hours worked daily by each individual assigned to the project and a report of work completed for the invoice period. This report shall be prepared in a format satisfactory to County's Program Manager or his/her designated representative.

5.2 The Total Compensation Amount for this Agreement shall not exceed N/A DOLLARS ($N/A) for Fiscal Year 2011-2012, N/A DOLLARS ($N/A) for Fiscal Year 2012-2013, N/A DOLLARS ($N/A) for Fiscal Year 2013-2014, N/A DOLLARS ($N/A) for Fiscal Year 2014-2015 and N/A DOLLARS ($N/A) for Fiscal Year 2015-2016,. In no event shall County pay Contractor more than this Total Compensation Amount for Contractor's performance hereunder. Payment to Contractor shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Contractor shall submit invoices to:

County of Los Angeles

Department of Mental Health

550 South Vermont Avenue

Los Angeles, CA 90020

ATTN: Program Manager

5.3 Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Total Compensation Amount for Contractor's performance hereunder during the Initial Period. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Total Compensation Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 54.0 (NOTICES).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Contractor shall have a claim against County for payment of any money or reimbursement, of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or 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.

5.5 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.

5.6 Mental Health Services Act: The execution of Agreements issued under the MHSA RFSQ does not guarantee a Contractor any certain amount of funding. Contractor shall not be entitled to any payment of MHSA funds by County under this Agreement except pursuant to validly executed and satisfactorily performed Work Orders or Amendments completed in accordance with County issued MHSA RFS that includes specific and detailed Statement(s) of Work.

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 County's Program Manager:

6.1.1 Contractor shall report to County's Program Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices submitted hereunder by Contractor, and final acceptance of all documentation and work.

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

6.2 Contractor's Project Manager: Contractor's Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of Contractor's resources, submission of invoices, and resolution of any questions/disputes. Contractor's Project Manager shall be:_____.

7.0 WARRANTY: Contractor represents and warrants that all work, deliverables, and other services provided to County shall be of professional quality, will be provided as required by this Agreement, and will be free from any material defects, errors, or omissions.

8.0 INDEMNIFICATION AND INSURANCE:

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

8.2 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 Subparagraphs 8.2 and 8.3 of this Paragraph 8. 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 Coverage and Notice to County

(a) 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.

(b) 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.

(c) 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.

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

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

Los Angeles County - Department of Mental Health

Contracts Development and Administration Division

550 S. Vermont Ave., 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 breach.

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

8) Subcontractor Insurance Coverage Requirements

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

8.3 Insurance Coverage

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

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

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

(a) 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.

(b) 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 $3 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.

(c) Property Coverage

Contractors given exclusive use of County owned or leased property shall carry property coverage at least as broad as that provided by the ISO special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall be named as an Additional Insured and Loss Payee on Contractor's insurance as its interests may appear. Automobiles and mobile equipment shall be insured for their actual cash value. Real property and all other personal property shall be insured for their full replacement value.

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

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

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

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

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

Contractor further agrees that any documentation or technical materials provided by County or generated by County or Contractor during the course of Contractor performance pursuant to this Agreement

13.0 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder or by any provision of this Agreement during this or any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. Should County, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. 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.

14.0 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.

15.0 SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Contractor without the prior written consent of County, as provided in this Paragraph 15.0. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

B. If Contractor desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Contractor shall make a written request to County for written approval to enter into the particular subcontract. Contractor's request to County shall include:

(1) The reasons for the particular subcontract.

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

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

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

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

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

(6) A copy of the proposed subcontract, if in excess of $10,000 and utilizes State funds,

shall also contain the following provision:

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

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

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

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

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

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, not shall such approval limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all Sub-Contractor personnel providing services under such subcontract. Contractor shall assure that any Sub-Contractor personnel not approved by County shall be immediately, removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to

Contractor, to any Sub-Contractor, or to any officers, employees, or agents of Contractor or any Sub-Contractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

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

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

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

J. In the event that County consents to any subcontracting, Contractor shall be solely Liable and responsible for any and all payments and/or other compensation to all Sub-Contractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any Sub-Contractors or their officers, employees, and agents.

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

L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Sub-Contractor Employee Acknowledgement or Employer, in the form as contained in the Agreement, for each Sub-Contractor's employees performing services under the subcontract. Such acknowledgements shall be delivered to the Chief of DMH's Contract Development and

Administration Division on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

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

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

16.0 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.

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

18.0 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.

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

Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might

reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

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

21.0 MODIFICATION AND CHANGE NOTICES:

21.1 For any change which affects the scope of work, period of performance, payments, or any term or condition included in this Agreement, a negotiated written Modification to this Agreement shall be prepared and executed by County's Project Manager and Contractor.

21.2 For any change which does not affect the scope of work, period of performance, payments, or any term or condition included in this Agreement, a Change Notice shall be prepared and executed by the County's Project Manager and Contractor.

22.0 INDEPENDENT CONTRACTOR STATUS: It is understood and agreed, and it is the intention of the parties hereto, that Contractor is an independent Contractor and not the employee, agent, joint venture, or partner of County for any purpose whatsoever. Contractor shall be solely liable and responsible for the payment of any and all Federal, State or local taxes which may be or become due as a result of Contractor's engagement under this Agreement.

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

24.0 ANTI-DISCRIMINATION: Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries or holding companies, are and will be treated equally by Contractor without regard to or because or race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination

laws of California and the United States. Contractor certifies and agrees that it will deal with its Sub-Contractors, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Contractor shall allow County access to its employment records during regular business hours to verify compliance with these provisions when so requested by County. If County finds that any of these provisions have been violated, such violation shall constitute a material breach of contact upon which County may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by County of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by County of such violation.

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

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

shall not be reproduced or disclosed without the prior written consent of County's Project Manager.

26.0 TERMINATION OF AGREEMENT:

26.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by County to be in its best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective which shall be no less than five (5) business days after the notice is sent. Such termination shall be without liability to County other than payment for work already rendered up to the date of termination. County shall pay Contractor the reasonable value for such work not to exceed the maximum sum due under this Agreement.

26.2 After receipt of a notice of termination and except as otherwise directed by County,

Contractor shall:

A. Stop work under this Agreement on the date and to the extent specified in such notice;

B. Transfer title and deliver to County all completed work and work in process; and

C. Complete performance of such part of the work as shall not have been terminated by such notice.

26.3 Notwithstanding any other provision of this Agreement, the failure of Contractor to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto, may constitute a material breach hereof, thereby justifying immediate termination or suspension of this Agreement.

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement and, for a period of four (4) years after termination or final settlement under this Agreement.

Contractor shall make available to County, all of its books, records, documents, or other evidence bearing on the costs and expenses of Contractor under this Agreement with respect to Contractor's work hereunder. All such material shall be maintained by Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Contractor shall pay County for travel, per diem, and other cost incurred by County to examine, audit, excerpt, copy or transcribe such material at such other location.

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

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

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

28.0 TERMINATION FOR DEFAULT:

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

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

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

28.2 In the event that County terminates this Agreement as provided in Sub-paragraph 28.1, 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.

28.3 The rights and remedies of County provided in this Paragraph 28.0 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

30. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 52, "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM", shall constitute default under this contract. Without limiting the rights and remedies available to COUNTY under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

31.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former County employees who are on a reemployment list during the term of this Agreement.

32.0 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 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.

33.0 CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

33.2. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth pursuant to Subparagraph 33.1 (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 28.0 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

35.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify its employees, and shall require each Sub-Contractor 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.

36.0 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.

37.0 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 Sub-Contractors of County Contractors.

38.0 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 Sub-Contractors, at any tier, or any owner, officer, partner, director or other principal of any Sub-Contractor 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 Sub-Contractors 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.

39.0 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 Sub-Contractors 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 F 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.

40.0 CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION

TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT) Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured

protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall

not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of

the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information by a telephone call to 1-562- 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer

Kenneth Hahn Hall of Administration

500 West Temple Street

Suite 525

Los Angeles, California 90012

HIPAA@auditor.lacounty.gov

(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) the notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its

obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language.

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human

Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit

its own uses and disclosures accordingly.

TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further

Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

41.0 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 Sub-Contractor to perform services for the County under the Agreement, the Sub-Contractor 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.

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

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

43.0 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 Sub-Contractors, if any, to post this poster in a prominent position in the Sub-Contractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

44.0 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.

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

46.0 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.

47.0 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.

48.0 ALTERATION OF TERMS:

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

The County's Board of Supervisors or Chief 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.

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

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

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of

influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

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

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

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

50.0 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

51.0 **FORCE MAJEURE**:

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's Independent contractor, 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 an independent contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such independent contractor, 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 independent contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in the sub-paragraph, the term "independent contractor" mean independent contractor 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.

52.0 CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.2.60.

53.0 BACKGROUND AND SECURITY INVESTIGATIONS:

53.1 Each of Contractor's staff performing services under this Agreement who is in a

designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

53..2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

53.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

53.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 53.0 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

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

If to COUNTY:

County of Los Angeles
Department of Mental Health
550 S. Vermont Avenue
Los Angeles, California 90020
ATTN: Chief, Contracts Development & Admin.

If to CONTRACTOR:

_____

_____

_____

ATTN: _____

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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_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By_____
Chief, Contracts Development and
Administration Division

EXHIBIT A

STATEMENT OF WORK

STATEMENT OF WORK

TARGET POPULATION:

SERVICES:

EXHIBIT B

FEE SCHEDULE

EXHIBIT C

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:_____

EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME:_____ POSITION:_____

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

Revised (082508)

EXHIBIT E

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

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

EXHIBIT F

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 _____

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

In Los Angeles County 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

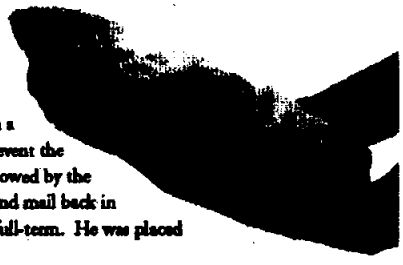
What happens to the parent or surrendering adult?

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

Why is California doing this?

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

A baby's story



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

Ley de Entrega de Bebés *Sin Peligro*

Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

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

• www.babysafela.org

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

Ley de Entrega de Bebés *Sin Peligro*

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

Cada recién nacido merece la oportunidad de crecer con salud y fuerza. Si alguien que usted conoce está en dificultades con un recién nacido, infórmele que tiene opciones. Dentro de los 72 horas 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.

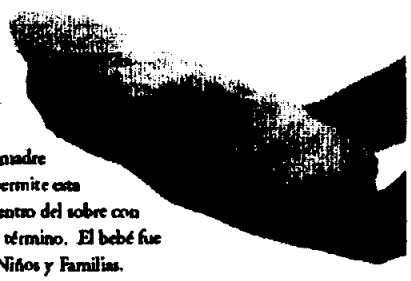
¿Qué pasará con el padre/madre o adulto que entregue al bebé?

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 H

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)

ATTACHMENT II

County of Los Angeles - Department of Mental Health
Master Agreements Only Contractors
Renewals List

	PROVIDER NAME	Sup. Dist. HQ
1	8025 Sepulveda, LLC 8025 Sepulveda Blvd. Van Nuys, CA 91402	3
2	A Community of Friends 3345 Wilshire Blvd., Ste. 1000 Los Angeles, CA 90010	2
3	ABC Unified School District 16700 Norwalk Blvd. Cerritos, CA 90703	4
4	Abraham Low Self-Help Systems Corporation 105 W. Adams Street, Ste. 2940 Chicago, IL 60603	N/A
5	Aids Healthcare Foundation 6255 W. Sunset Blvd., Ste. 2100 Los Angeles, CA 90028	3
6	All for Health, Health for All, Inc. 517 East Broadway Glendale, CA 91205	5
7	AltaMed Health Services Corporation 500 Citadel Drive, Ste. 490 Los Angeles, CA 90040	1
8	Andrea Dymally Shirley 6601 Center Drive West, Ste. 500 Los Angeles, CA 90045	N/A
9	Antelope Valley Domestic Violence Counsel P.O. Box 2980 Lancaster, CA 93539	5
10	Arroyo Vista Family Health Center 6000 North Figueroa Street Los Angeles, CA 90042	1
11	Asian Pacific Health Care Venture, Inc. 1530 Hillhurst Ave., Ste. 200 Los Angeles, CA 90027	3
12	Atlantic Recovery Services 944 Pacific Avenue Long Beach, CA 90813	4
13	Avalon-Carver Community Center 4920 Avalon Blvd. Los Angeles, CA 90011	2
14	Bayfront Youth & Family Services 490 W. 14th Street Long Beach, CA 90813	4

ATTACHMENT II

County of Los Angeles - Department of Mental Health
Master Agreements Only Contractors
Renewals List

15	Blessed Drug and Alcohol Treatment and Research Program 8407 South Vermont Ave. Los Angeles, CA 90044	2
16	Buenanueva Foundation, Inc. 2500 East Foothill Blvd., Ste. 512 Pasadena, CA 91107	5
17	California Care Centers, Inc. 1905 Pico Blvd. Santa Monica, CA 90405	3
18	California Mental Health Connection dba "Path of Light" 714 N. Sunset Ave. West Covina, CA 91790	5
19	California State University, Long Beach Foundation 6300 E. State University Drive, Ste. 332 Long Beach, CA 90815	4
20	Cambodian Association of America 2390 Pacific Ave. Long Beach, CA 90806	4
21	Career Connection at the Whittier Union High School District 9401 S. Painter Ave. Whittier, CA 90605	4
22	Center for Empowering Minds, Inc. 4428 Saugus Ave. Sherman Oaks, CA 91403	3
23	Central City Community Health Center, Inc. 5233 E. Beverly Blvd. Los Angeles, CA 90022	1
24	Changes Lanes 1122 West Avenue L-12, Ste. 102 Lancaster, CA 93534	5
25	Child Alliance 21143 Hawthorne Blvd., Ste. 480 Torrance, CA 90503	2
26	Child Development Institute 6340 Variel Ave., Ste. A Woodland Hills, CA 91367	3
27	Choices of Long Beach, Inc. P.O. Box 40119 Long Beach, CA 90804	4
28	Circle of Help Foundation 1011 Goodrich Blvd. Los Angeles, CA 90022	4
29	City of Long Beach 1301 W. 12th Street Long Beach, CA 90813	4

ATTACHMENT II

County of Los Angeles - Department of Mental Health
Master Agreements Only Contractors
Renewals List

30	Clinica Monsenor Oscar A. Romero 2032 Marengo Street Los Angeles, CA 90033	1
31	Community Health Alliance of Pasadena 1855 N. Fair Oaks Ave., #200 Pasadena, CA 91103	5
32	Community Partners fbo Integrated Recovery Network 1000 North Alamenda Street, Ste. 2 Los Angeles, CA 90012	1
33	Connecting Mental Health & Education, Inc. 1108 Opal Street, Ste. C Redondo Beach, CA 90277	4
34	Cope Health Solutions 2400 South Flower Street, Lowman Los Angeles, CA 90007	1
35	Crawford Ministries, Inc. 400 East Kelso Street Inglewood, CA 90301	2
36	Crenshaw West Adams Leimert Consortium, Inc. 3756 Santa Rosalia Drive, Ste. 213 Los Angeles, CA 90008	2
37	Cri-Help 11027 Burbank Blvd. North Hollywood, CA 91601	3
38	Curtis Jenkins Program, Inc. dba CurtisCARE Prevention and Early Intervention 6709 La Tijera Blvd., Ste. 804 Los Angeles, CA 90045	2
39	David Reinhardt, Ph.D. 3008 Ostrom Ave. Long Beach, CA 90808	5
40	Dildax Corporation 16900 Bellflower Blvd. Bellflower, CA 90706	4
41	Dixon Recovery Institute, Inc. 4715 Crenshaw Blvd. Los Angeles, CA 90043	2
42	Downtown Women's Center 325 South Los Angeles Street Los Angeles, CA 90013	1
43	Dual Diagnosis Assessment and Treatment Center, Inc. P.O. Box 8270 Northridge, CA 91327	N/A

ATTACHMENT II

County of Los Angeles - Department of Mental Health
Master Agreements Only Contractors
Renewals List

44	Durfee Family Care Medical Group 2006 Durfee Avenue El Monte, CA 91733	1
45	East Los Angeles Women's Center 1255 S. Atlantic Blvd. Los Angeles, CA 90022	1
46	East Valley Community Health Center, Inc. 420 S. Glendora Avenue West Covina, CA 91790	5
47	East Whittier City School District 14535 E. Whittier Blvd. Whittier, CA 90605	4
48	Easter Seals Southern California, Inc. 50 North Hill Avenue, Suite 100 Pasadena, CA 91106	5
49	Eggleston Youth Centers, Inc. 13001 Ramona Blvd., Ste. E Irwindale, CA 91706	1
50	El Camino Pharmacy 6356 Vineland Ave. North Hollywood, CA 91606	3
51	El Nido Family Centers 10200 Sepulveda Blvd., Ste. 350 Mission Hills, CA 91345	3
52	Emergency Ambulance Service, Inc. 3200 East Birch Street, Ste. A Brea, CA 92821-6258	4
53	Ercell H. Hoffman, L.M.F.T. 4034 E. Elizabeth Street Compton, CA 90221	2
54	Excelsior Youth Center 15001 E. Oxford Ave. Aurora, CO 80014	All
55	Family Service of Long Beach, Inc. 5500 E. Atherton Street, Suite 316 Long Beach, CA 90815	4
56	Flintridge Center 236 W. Mountain Street, Ste. 106 Pasadena, CA 91103	5
57	Foundation for Perceptual and Psycholinguistic Development 7401 Shoup Avenue West Hills, CA 91307	3
58	Gerry Grossman Seminars 12304 Santa Monica Blvd., Ste. 214 Los Angeles, CA 90025	3
59	Grandparents As Parents, Inc. 22048 Sherman Way, #217 Canoga Park, CA 91303	3

ATTACHMENT II

County of Los Angeles - Department of Mental Health
Master Agreements Only Contractors
Renewals List

60	Guardian Medical Transportation, Inc. 1854 East Carson, Ste. 1 Pasadena, CA 91107	5
61	Harbor Community Clinic AKA Harbor Free Clinic 593 W. 6th Street San Pedro, CA 90701	4
62	Harder+Company Community Research, Inc. 315 West Ninth Street, Suite 700 Los Angeles, CA 90015	1
63	Henry Htwelay Khin, M.D. 1711 W. Temple Street, #5606 Los Angeles, CA 90026	1
64	Highland Manor Guest Home P.O. Box 217 Lynwood, CA 90262	2
65	Homeless Health Care Los Angeles 2330 Beverly Blvd. Los Angeles, CA 90057	1
66	Housing Works 925 South Citrus Avenue Los Angeles, CA 90036	2
67	Idom Industries, Inc 171 N. La Brea Avd., Suite 204 Inglewood, CA 90301	2
68	Inner City Industry, Inc. 1749 South La Cienga Blvd. Los Angeles, CA 90035	N/A
69	Jewish Vocational Service 6505 Wilshire Blvd., Ste. 200 Los Angeles, CA 90048	3
70	John Tracy Clinic 806 W. Adams Blvd. Los Angeles, CA 90007	1
71	Junior Blind of America 5300 Angeles Vista Blvd. Los Angeles, CA 90043	2
72	Korean American Family Service Center, Inc. 3727 West 6th Street, Ste. 320 Los Angeles, CA 90020	2
73	Korean Churches for Community Development 3550 Wilshire Blvd., Ste. 922 Los Angeles, CA 90010	2
74	Korean Health, Education, Information and Research Center aka KHEIR Center 3727 W. 6th Street, Suite 210 Los Angeles, CA 90020	2

ATTACHMENT II

County of Los Angeles - Department of Mental Health
Master Agreements Only Contractors
Renewals List

75	KRS Edstrom 3674 Barham Blvd., #315 Los Angeles, CA 90068	3
76	Las Virgenes Unified School District 411 N. Las Virgenes Road Calabasas, CA 91302	3
77	Latino Behavioral Health Institute 6800 Owensmouth Street, Ste. 430 Canoga Park, CA 91303-3241	5
78	Latino Family Institute, Inc. 1501 W. Cameron Ave., Ste. 240 West Covina, CA 91790	5
79	Laura Goddard, M.F.T. 5003 Halison Street Torrance, CA 90503	4
80	Lennox School District 10319 S. Firmona Ave. Lennox, CA 90304-1419	2
81	Liberty Healthcare Corporation 401 E. City Ave., Ste. 820 Bala Cynwyd, CA 19004	N/A
82	Lidia Gamulin, L.C.S.W. 5228 Noble Ave. Sherman Oaks, CA 91411	3
83	Lorah L. Joe 6210 Wilshire Blvd., Ste. 200 Los Angeles, CA 90025	2
84	Los Angeles Centers for Alcohol and Drug Abuse 11015 Bloomfield Ave. Santa Fe Springs, CA 90670	1
85	Los Angeles Christian Health Centers 311 Winston Street Los Angeles, CA 90013	1
86	Los Angeles County Alliance for the Mentally Ill P.O. Box 741029 Los Angeles, CA 90004	N/A
87	LTSC Community Development Corporation 231 East 3rd Street, Suite G 106 Los Angeles, CA 90013	1
88	Lynwood Unified School District 11321 Bullis Road Lynwood, CA 90262	2
89	M. F. Place, Inc. 5850 Hollywood Blvd. Los Angeles, CA 90028	3

ATTACHMENT II

County of Los Angeles - Department of Mental Health
Master Agreements Only Contractors
Renewals List

90	Maurice I. Zeitlin, M.D. P.O. Box 7950 Van Nuys, CA 91409	N/A
91	Medical Center Pharmacy 18433 Roscoe Blvd. Northridge, CA 91325	3
92	Memorial Medical Center Pharmacy 9806 Venice Blvd. Culver City, Ca 90232	2
93	Memorial Psychiatric Health Services, Inc. 4525 E. Atherton Street, 2nd Floor Long Beach, CA 90815	4
94	Mental Health Advocacy Services, Inc. 3255 Wilshire Blvd., #902 Los Angeles, CA 90010	All
95	Mental Health Alliance for Teenager (MHAT) 1720 Loma Vista Street Pasadena, CA 91104	5
96	Meyers Pharmacy, Inc. 20914 Roscoe Blvd. Canago Park, CA 91304	5
97	Mission City Community Network, Inc. 15206 Parthenia Street North Hills, CA 91343	3
98	Monrovia Unified School District 325 E. Huntington Drive Monrovia, CA 91016	5
99	Montebello Unified School District 123 South Montebello Blvd. Montebello, CA 90640	1
100	Mt. San Antonio College 1100 N. Grand Ave. Walnut, CA 91789	1
101	National Asian Pacific American Families Against Substance Abuse, Inc. 340 East Second Street, Ste. 409 Los Angeles, CA 90012	1
102	New Directions for Youth, Inc. 7315 Lankershim Blvd. North Hollywood, CA 91605	3
103	New Haven Youth and Family Services 216 West Los Angeles Drive Vista, CA 92083	N/A
104	New Hope Drug and Alcohol Program, Inc. 1841 W. Imperial Hwy. Los Angeles, CA 90047	2

ATTACHMENT II

County of Los Angeles - Department of Mental Health
Master Agreements Only Contractors
Renewals List

105	New Image Emergency Shelter For The Homeless, Inc. 401 E. Ocean Blvd., Ste. 705 Long Beach, CA 90802	4
106	Newhall School District 25375 Orchard Village Rd. Valencia, CA 91355	5
107	Norma Jordan Ministries dba Single Parents of Power 5336 W. 93rd Street, Ste. 5 Los Angeles, CA 90045	2
108	Northeast Community Clinic 2550 W. Main Street, Suite 301 Alhambra, CA 91801	5
109	Northeast Valley Health Corporation 1172 North MaClay Avenue San Fernando, CA 91340	3
110	Olympic Pharmacy 5724 E. Olympic Blvd. Commerce, CA 90020	1
111	Others International, Incorporated 101 West Mission Blvd., Suite 110-141 Pomona, CA 91766	1
112	Paladin Eastside Psychological Services, Inc. 111 South Garfield Avenue, Suite 101 Montebello, CA 90640	1
113	Parents of Watts Working with Youth & Adults 10828 Lou Dillion Street Los Angeles, CA 90059	2
114	Pasadena Hospital Association, Ltd. 837 S. Fair Oaks, Ste. 100 Pasadena, CA 91105	4
115	PathPoint 9430 Topanga Canyon Blvd., Ste. 103 Chatsworth, CA 91331	5
116	Pathways LA 3550 W. 6th Street, Suite 500 Los Angeles, CA 90020	2
117	People Assisting the Homeless (PATH) 340 North Madison Ave. Los Angeles, CA 90004	2
118	People in Progress 672 S. Lafayette Park Place, Suite 16 Los Angeles, CA 90057	2
119	Phillips Graduate Institute 5445 Balboa Blvd. Encino, CA 91316	3

ATTACHMENT II

County of Los Angeles - Department of Mental Health
Master Agreements Only Contractors
Renewals List

120	Principles, Inc. dba IMPACT 1680 North Fair Oaks Avenue Pasadena, CA 91109	5
121	Procovery Institute, LLC 13029-A Victory Blvd., #366 North Hollywood, CA 91606	3
122	Project IMPACT, Inc. 2640 Industry Way, Suites G and H Lynwood, CA 90262	2
123	Public Counsel Law Center 610 South Ardmore Avenue Los Angeles, CA 90005	2
124	QueensCare Family Clinics 1300 Norht Vermont Avenue, Ste. 1002 Los Angeles, CA 90027	3
125	Rainbow Services, Ltd. 453 W. 7th Street San Pedro, CA 90731	4
126	Ramona Guest Home 9555 Ramona Street Bellflower, CA 90706	4
127	Rancho San Antonio Boys Home, Inc. 21000 Plummer Street Chatsworth, CA 91311	5
128	Resource Development Associates 230 4th Street Oakland, CA 94607	N/A
129	San Fernando Community Hospital dba Mission Community Hospital 14850 Roscoe Blvd. Panorama City, CA 91402	3
130	Santa Clarita Community College District 26455 Rockwell Canyon Road Santa Clarita, CA 91355	5
131	Saugus Union School District 24930 Avenue Stanford Santa Clarita, CA 91355	5
132	Seeking Peaceful Solutions, Inc. 8724 S. Vermont Ave. Los Angeles, CA 90044	2
133	Soledad Enrichment Action, Inc. 222 North Virgil Avenue Los Angeles, CA 90004	2
134	South Bay Center for Counseling 360 N. Sepulveda Blvd., Ste. 2075 (2nd Floor) El Segundo, CA 90245	4
135	South Bay Family Healthcare Center 23430 Hawthorne Blvd. Bldg 3, Ste 210 Torrance, CA 60505	4

ATTACHMENT II

County of Los Angeles - Department of Mental Health
Master Agreements Only Contractors
Renewals List

136	South Central Family Health Center 4425 S. Central Avenue Los Angeles, CA 90011	2
137	Star Pharmacy, Inc. 14400 Vanowen Street Van Nuys, CA 91405	3
138	St. Barnabas Senior Services (SBCC) 675 S. Carondelet Street Los Angeles, CA 90057	4
139	St. John's Well Child and Family Center, Inc. 5701 S. Hoover Street Los Angeles, CA 90037	1
140	Substance Abuse Foundation of Long Beach, Inc. 1041 Redondo Avenue Long Beach, CA 90804	4
141	Sunshine Manor, Inc. 10540 Sherman Grove Ave. Sunland, CA 91404	5
142	Susette Gonzalez, Psy.D., LMFT 26415 Summit Circle, Ste. B Santa Clarita, CA 91350	N/A
143	T.H.E. Clinic, Inc. 3834 S. Western Ave. Los Angeles, CA 90062	2
144	The Catalyst Foundation 44758 Elm Avenue Lancaster, CA 93534	5
145	The Children's Clinic "Serving Children and Their Families" 2801 Atlantic Ave. Long Beach, CA 90806	4
146	The Cultural Diversity and Identity Development Institute, Inc. 3717 S. La Brea Ave. #106-699 Los Angeles, CA 90016	2
147	The Infant-Parent Mental Health Foundation 12316 Venice Blvd. Mar Vista, CA 90066	2
148	The Jeffrey Foundation 5470 W. Washington Blvd. Los Angeles, CA 90016	4
149	The Multicultural Service Center 9800 La Cienega Blvd., Ste. 310 Inglewood, CA 90301	2
150	The Salvation Army, A California Corporation P.O. Box 93002 Long Beach, CA 90809-3002	1

ATTACHMENT II

County of Los Angeles - Department of Mental Health
Master Agreements Only Contractors
Renewals List

151	The University Corporation, California State University, Northridge 18111 Nordhoff Street Northridge, CA 91330	3
152	United Advocates for Children and Families 2035 Hurley Way, Suite 290 Sacramento, CA 95825	N/A
153	United Cambodian Community 2201 E. Anaheim Street, #200 Long Beach, CA 90710	4
154	United Care, Inc. 3699 Crenshaw Blvd. Los Angeles, CA 90016	2
155	United States Veterans Initiative (U.S. VETS) 800 W. 6th Street, Suite 1505 Los Angeles, CA 90017	2
156	Universal Love Foundation 760 Calle Plano Camarillo, CA 93012	N/A
157	University Muslim Medical Association (UMMA) 711 W. Florence Ave. Los Angeles, CA 90044	2
158	URDC Human Services Corporation 1460 N. Lake Avenue, Suite 107 Pasadena, CA 91104	5
159	Valley Community Clinic 6801 Coldwater Canyon Ave. North Hollywood, CA 91605	3
160	ValueOptions, Inc. 240 Corporate Blvd. Norfolk, Virginia 23502	N/A
161	Velasco Consulting 2501 Angell Avenue San Diego, CA 92122	N/A
162	Venice Family Clinic 604 Rose Avenue Venice, CA 90291	2, 3
163	Vermont Village Community Development Corporation 7901 South Vermont Avenue Los Angeles, CA 90044	2
164	Victoria Menchaca, Ph.D. P.O. Box 76748 Los Angeles, CA 90076-0748	N/A
165	Victory-Tampa Medical Pharmacy 19231 Victory Blvd. Reseda, CA 91335	3

ATTACHMENT II

County of Los Angeles - Department of Mental Health
Master Agreements Only Contractors
Renewals List

166	VIP Drug and Alcohol Education Center 18417 Nordhoff Street, Ste. D Northridge, CA 91326	N/A
167	Vision y Compromiso 2536 Edwards Ave. El Cerrito, CA 94530	1
168	Volunteers of America 3600 Wilshire Blvd., Ste. 1500 Los Angeles, CA 90010	2
169	Walden Environment Inc. dba Walden Family Services 3517 Camino De. Rio South, Ste. 215 San Diego, CA 92108	N/A
170	Walnut Valley Unified School District 880 South Lemon Avenue Walnut, CA 91789	4
171	Watts Healthcare Corporation 10300 Compton Avenue Los Angeles, CA 90002	2
172	Weingart Center Association 566 South San Pedro Street Los Angeles, CA 90013	2
173	West Angeles Church of God in Christ 3017 Crenshaw Blvd. Los Angeles, CA 90016	2
174	Western Ferndale, Inc. dba Western Ferndale Board and Care 1745 N. Western Avenue Los Angeles, CA 90038	3
175	Westside Children's Center 12120 Wagner Street Culver City, CA 90230	2
176	Women Shelter of Long Beach (WSLB) P.O. Box 32107 Long Beach, CA 90832	4
177	Yee's Prescription Pharmacy 1703 Termino Ave. Long Beach, CA 90804	4
178	Youth Advocate Programs, Inc. 2007 N. 3rd Street Harrisburg, PA 17102	N/A
179	YWCA San Gabriel Valley 943 North Grand Avenue Covina, CA 91724	5

Department of Mental Health
Legal Entity Master Agreement
List
Renewals

ATTACHMENT III

	LEGAL ENTITY NAME	Sup. Dist. HQ
1	1736 Family Crisis Center 2116 Arlington Avenue, Ste. 200 Los Angeles, CA 90018	2
2	AIDS Project Los Angeles 611 South Kingsley Drive Los Angeles, CA 90005	2
3	Alcott Center for Mental Health Services 1433 South Robertson Blvd. Los Angeles, CA 90035	2
4	Alma Family Services 1000 Corporate Center Drive, Suite 650 Monterey Park, CA 91754	1
5	Amanecer Community Couseling Services, Inc. 1200 Wilshire Blvd., Suite 500 Los Angeles, CA 90017	1
6	ASC Treatment Group 2457 Endicott Street Los Angeles, CA 90032	1
7	Asian American Drug Abuse Program, Inc. 2900 S. Crenshaw Blvd. Los Angeles, CA 90016	2
8	Barbour and Floyd Medical Associates 2610 Industry Way, Suite A Lynwood, CA 90262	2
9	Behavorial Health Services, Inc. 15519 Crenshaw Blvd. Gardena, CA 90249	2
10	Bienvenidos Children's Center, Inc. 316 W. 2nd Street, Suite 800 Los Angeles, CA 90012	5
11	Braswell Rehabilitation Institute for Development of Growth and Education, Svcs. Inc. 1977 N. Gary Ave. Suite 6 Pomona, CA 91767	1
12	California Hispanic Commission, Inc. 1419 21st Street Sacramento, CA 95811	N/A
13	California Institute for Mental Health 2125 19th Street, 2nd Floor Sacramento, CA 95818	ALL
14	California Institute of Health & Social Services 8929 S. Sepulveda Blvd., Suite 200 Los Angeles, CA 90045	4

Department of Mental Health
Legal Entity Master Agreement
List

ATTACHMENT III

Renewals

15	Catholic Healthcare West 1401 S. Grand Ave. Los Angeles, CA 90015	1
16	Cedars-Sinai Medical Center 8700 Beverly Blvd. Los Angeles, CA 90048	3
17	Center for Integrated Family and Health Services 560 S. San Jose Avenue Covina, CA 91723	5
18	Child and Family Center 21545 Centre Pointe Parkway Santa Clarita, CA 91350	5
19	Child and Family Guidance Center 9650 Zelzah Ave. Northridge, CA 91325	3
20	ChildNet Youth and Families Services, Inc. 5150 E. Pacific Coast Highway, Suite 365 Long Beach, CA 90804	4
21	Children's Bureau of Southern California 3910 Oakwood Avenue Los Angeles, CA 90004	2
22	Children Hospital Los Angeles 4650 Sunset Boulevard Mail Stop 1 Los Angeles, CA 90027	3
23	Children's Institute, Inc. 711 South New Hampshire Ave. Los Angeles, CA 90005	2
24	Clontarf Manor, Inc. 18432 S. Gridley Road Artesia, CA 90701	4
25	Community Family Guidance Center 10929 S. Street Suite 208B Cerritos, CA 90703	4
26	Couseling and Research Associates, Inc. 108 West Victoria Street Gardena, CA 90248	4
27	Counseling4Kids 601 S. Glenoaks Blvd., Suite 200 Burbank, CA 91502	3
28	David and Margaret Home, Inc. 1350 Third Street La Verne, CA 91750	5
29	Didi Hirsch Psychiatric Service 4760 South Sepulveda Blvd. Culver City, CA 90230-4888	2
30	Drew Child Development Corporation 1770 East 118th Street Los Angeles, CA 90059	2

Department of Mental Health **ATTACHMENT III**

Legal Entity Master Agreement List

Renewals

31	Dubnoff Center for Child Development & Educational Therapy, Inc. 10526 Dubnoff Way N. Hollywood, CA 91606	3
32	D'Veal Corporation 855 N. Orange Grove Blvd. #207 Pasadena, CA 91103	5
33	El Centro De Amistad, Inc. 566 S. Brand Blvd. San Fernando, CA 91340	3
34	El Centro Del Pueblo, Inc. 1157 Lemoyne Street Los Angeles, CA 90026	1
35	El Dorado Community Service Centers 26460 Summit Circle Santa Clarita, CA 91350	5
36	Emotional Health Association 6666 Green Valley Circle Culver City, CA 90230	2
37	ENKI Health and Research Systems, Inc. 150 East Olive Ave., Ste. 203 Burbank, CA 91502	5
38	Ettie Lee Holmes, Inc. P.O. Box 339 Baldwin Park, CA 91706-0339	1
39	Exceptional Children's Foundation 8740 Washington Blvd. Culver City, CA 90232	2
40	Exodus Recovery, Inc. 9808 Venice Blvd., Ste. 700 Culver City, CA 90232	2
41	FamiliesFirst, Inc. 251 Llewellyn Ave. Campbell, CA 95008-1940	N/A
42	Filipino American Services Group, Inc. 135 N. Park View Street Los Angeles, CA 90026	1
43	Five Acres - The Boys' and Girls' AID Society of Los Angeles 760 West Mountain View Street Altadena, CA 91001-4996	5
44	Florence Crittenton Services of Orange County, Inc. 801 E. Chapman Ave., #230 Fullerton, CA 92831	OC
45	Foothill Family Services 2500 E. Foothill Blvd., Suite 300 Pasadena, CA 91107	5

Department of Mental Health
Legal Entity Master Agreement
List

ATTACHMENT III

Renewals

46	For the Child, Inc. 4565 California Avenue Long Beach, CA 90807	4
47	Gateways Hospital and Mental Health Center 1891 Effie Street Los Angeles, CA 90026-1793	1
48	Hamburger Home 7120 Franklin Ave. Los Angeles, CA 90046	3
49	Hathaway-Sycamores Child and Family Services 210 S. DeLacey Avenue, Suite 110 Pasadena, CA 91105	5
50	Healthview, Inc. dba Harbor View House 921 S. Beacon Street San Pedro, CA 90731	4
51	HelplineYouth Counseling, Inc. 12440 Firestone Blvd., Suite 1000 Norwalk, CA 90650	4
52	Heritage Clinic and The Community Assistance Program for Seniors 447 North El Molino Pasadena, CA 91101	5
53	Hillsides 940 Avenue 64 Pasadena, CA 91105	5
54	Hillview Medical Health Center, Inc. 12450 Van Nuys Blvd., Suite 200 Pacoima, CA 91331	3
55	Homes for Life Foundation 8939 S. Sepulveda Blvd, Suite 460 Los Angeles, CA 90045	4
56	Institute for Multicultural Counseling & Education Services, Inc. (I.M.C.E.S.) 3580 Wilshire Blvd., Suite 2000 Los Angeles, CA 90010	2
57	Intercommunity Child Guidance Center dba The Whole Child 10155 Colima Road Whittier, CA 90603	1
58	Jewish Family Services of Los Angeles 3580 Wilshire Blvd., Suite 700 Los Angeles, CA 90010	2
59	JWCH Institute, Inc. 1901 W. Sunnset Blvd., Ste. 650 Los Angeles, CA 90026	1
60	Kedren Community Health Center, Inc 4211 S. Avalon Blvd. Los Angeles, CA 90011	2

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61	Kids First Foundation, Inc. South Mt. Vernon CA 92324	11980 Grand Terrace, 3
62	Koreatown youth and Community Center, Inc. W. 6th Street, Suite 300 CA 90020	3727 Los Angeles, 2
63	LAMP, Inc. Crocker Street CA 90013	527 S. Los Angeles, 2
64	LeRoy Haynes Center for Children and Family Services, Inc. 233 West Baseline Road Verne, CA 91750	La 5
65	Los Angeles Unified School District (97th St. School) 333 S. Beaudry Ave. 29th Floor Angeles, CA 90017	Los 1
66	Maryvale East Graves Ave. 91770	7600 Rosemead, CA 1
67	McKinley Children's Center, Inc. West Cypress Street CA 91773	762 San Dimas, 5
68	Mental Health Americal of Los Angeles W. Broadway, Suite 5010 CA 90802	100 Long Beach, 4
69	Multiservice Family Center, Inc. North La Brea Avenue, Suite 301 CA 90301-1744	101 Inglewood, 2
70	New Directions Mirada Blvd. 90638	12287 La La Mirada, CA N/A
71	New Horizons Family Center Glendale Ave. 91205	744 S. Glendale, CA 5
72	Ocean Park Community Center 1453 16th Street Monica, CA 90404	Santa 3
73	Olive Crest Treatment Centers Fourth Street, Ste. 200 92705	2130 E. Santa Ana, CA N/A
74	One in Long Beach, Inc. East Fourth Street CA 90814	2017 Long Beach, 4
75	Optimist Boys' Homes and Ranch, Inc. Figueroa, Box 41-1076 CA 90041-1076	6957 N. Los Angeles, 1
76	Pacific Asian Counseling Services La Tijera Blvd., Ste. 200 Angeles, CA 90045	8616 Los 4

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77	Pacific Clinics Santa Anita Avenue 91006	800 S. Arcada, CA	5
78	Pacific Lodge Youth Services, Inc. Serrania Ave. CA 91364	4900 Woodland Hills,	N/A
79	Para Los Ninos Lucas Ave. CA 90017-2002	500 S. Los Angeles,	2
80	Parenting Institute Incorporated Stocker Street, Ste. 302 CA 90008	3701 Los Angeles,	2
81	Pasadena Unified School District Hudson Ave. 91109	351 S. Pasadena, CA	5
82	Pediatric & Family Medical Center S. Olive Street CA 90015	1530 Los Angeles,	N/A
83	Penny Lane Centers Rayen Street 91343	15305 North Hills, CA	3
84	Personal Involvement Center, Inc. 8220 South San Pedro Street Angeles, CA 90003	Los	2
85	Phoenix Houses of Los Angeles, Inc. Eldridge Avenue Terrace, CA 91342	11600 Lakeview	3
86	PROTOTYPES, Centers for Innovation in Health, Mental Health and Social Services North Alameda Street, Ste. 390 Angeles, CA 90012	1000 Los	2
87	Providence Community Services, LLC Katella Ave., Ste. 201 CA 90720	4281 Los Angeles,	4
88	Rosemary Children's Services Kinneloa Ave., #200 91107	36 S. Pasadena, CA	5
89	Saint John's Health Center 22nd Street CA 90404	1328 Sanata Monica,	3
90	San Fernando Valley Community Mental Health Center, Inc. 6842 Van Nuys Blvd., 6th Floor Nuys, CA 91405	Van	3
91	San Gabriel Children's Center, Inc. North Grand Avenue 91724	4740 Covina, CA	5

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92	Serenity Infant Care Homes, Inc. 600 S. Grand Avenue Covina, CA 91724	5
93	SHIELDS For Families 11601 South Western Avenue Los Angeles, CA 90047	2
94	Social Model Recovery Systems, Inc. 223 East Rowland Street Covina, CA 91723	5
95	South Bay Children's Health Center Association, Inc. 410 S. Camino Real Redondo Beach, CA 90277	4
96	South Central Health and Rehabilitation Program 2610 Industry Way, Ste. A Lynwood, CA 90262	2
97	Southern California Alcohol and Drug Programs, Inc. 11500 Paramount Blvd. Downey, CA 90241	4
98	Special Service for Groups 605 W. Olympic Blvd., Suite 600 Los Angeles, CA 90015	1
99	SPIRITT Family Services, Inc. 13135 Barton Road Whittier, CA 90605	1
100	St. Anne's Maternity Home 155 North Occidental Blvd. Los Angeles, CA 90026-4641	1
101	St. Francis Medical Center-Children's Counseling Center 3630 E. Imperial Highway Lynwood, CA 90262	2
102	St. Joseph Center 204 Hampton Drive Venice, CA 90291	3
103	Star View Adolescent Center, Inc. 1501 Hughes Way, Ste. 150 Long Beach, CA 90810	4
104	Step Up on Second Street, Inc. 1328 Second Street Santa Monica, CA 90401	3
105	Stirling Academy, Inc. 31824 Village Center Road, Suite F Westlake Village, CA 91361	3
106	SunBridge Harbor View Rehabilitation Center, Inc. 490 W. 14th Street Long Beach, CA 90813	4
107	Tarzana Treatment Center, Inc. 18646 Oxnard Street Tarzana, CA 91356	3

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108	Telecare Corporation 1080 Marina Village Parkway, Suite 100 Alameda, CA 94501-1078	4
109	Tessie Cleveland Community Services Corporation 8019 South Compton Avenue Los Angeles, CA 90001	2
110	The Children's Center of the Antelope Valley 45111 Fern Avenue Lancaster, CA 93534	5
111	The Guidance Center 4335 Atlantic Ave. Long Beach, CA 90807	4
112	The Help Group Child & Family Center 13130 Burbank Blvd. Sherman Oaks, CA 91401	3
113	The Institute for The Redesign of Learning 1137 Huntington Drive South Pasadena, CA 91030	5
114	The Los Angeles Child Guidance Clinic 3031 S. Vermont Avenue Los Angeles, CA 90007	3
115	The Los Angeles Free Clinic dba The Saban Free Clinic 8405 Beverly Boulevard Los Angeles, CA 90048	3
116	The Los Angeles Gay and Lesbian Community Services Center 1625 N. Schrader Blvd. McDonald/Wright Building Los Angeles, CA 90028-6213	3
117	The Regents of the University of California, UCLA MC951406 11000 Kinross Ave., Ste. 102 Los Angeles, CA 90059-1406	3
118	The Village Family Services 6736 Laurel Canyon Boulevard, Ste. 200 North Hollywood, CA 91606	3
119	Tobinworld 920 E. Broadway Glendale, CA 91205	5
120	Topanga Roscoe Corp. dba Topanga West Guest Home 22115 Roscoe Blvd. Canoga Park, CA 91304	5
121	Travelers Aid Society of Los Angeles 1507-1509 Winona Blvd. Los Angeles, CA 90027	3
122	Trinity Youth Services 1470 Cooley Drive Colton, CA 92324	1

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123	Unitied American Indian Involvement, Inc. 1125 West 6th Street, Suite 400 Los Angeles, CA 90017	1
124	Verdugo Mental Health Center 1540 E. Colorado Street Glendale, CA 91205	5
125	VIP Community Health Center, Inc. 1721 Griffin Avenue Los Angeles, CA 90031	1
126	Vista Del Mar Child and Family Services 3200 Motor Ave. Los Angeles, CA 90034	2
127	Watts Labor Community Action Committee 10950 South Central Avenue Los Angeles, CA 90059	2
128	Westside Center for Independent Living 12901 Venice Blvd. Los Angeles, CA 90066	2
129	WISE & Healthy Aging 1527 4th Street, 2nd Floor Santa Monica, CA 90401	3