LOS ANGELES COUNTY DEPARTMENT OF MENTAL HEALTH
550 S. VERMONT AVE., LOS ANGELES, CA 90020 HTTP://DMH.LACOUNTY.GOV

MARVIN J. SOUTHARD, D.S.W.
Director
ROBIN KAY, Ph.D.
Chief Deputy Director
RODERICK SHANER, M.D.
Medical Director

September 30, 2014

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

Dear Supervisors:

APPROVAL OF A MEMORANDUM OF AGREEMENT/SPACE USE AGREEMENT BETWEEN THE DEPARTMENT OF MENTAL HEALTH AND JOHN WESLEY COMPREHENSIVE HEALTH INSTITUTE FOR A CO-LOCATED FEDERALLY QUALIFIED HEALTH CENTER (SUPERVISORIAL DISTRICT 4) (3 VOTES)

SUBJECT

Request approval to execute a Memorandum of Agreement/Space Use Agreement between the Department of Mental Health and John Wesley Comprehensive Health Institute for co-location of physical health care services at Rio Hondo Community Mental Health Center.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director) or his designee, to prepare, sign, and execute a Memorandum of Agreement/Space Use Agreement (MOA), substantially similar to the Attachment, between the Department of Mental Health (DMH) and John Wesley Comprehensive Health (JWCH) Institute, for the provision of accessible and coordinated physical and mental health care services on the site of Rio Hondo Community Mental Health Center (Rio Hondo CMHC) and American Indian Counseling Center (AICC) in Service Area (SA) 7. For Fiscal Year (FY) 2014-15, DMH will expend $90,000 one-time cost, funded by State Mental Health Services Act (MHSA) revenue to provide minor alterations and improvements to Rio Hondo CMHC for the program. The term of the MOA will be effective upon your Board's approval through June 30, 2015, with four one-year automatic renewal extensions.

2. Delegate authority to the Director, or his designee, to prepare, sign, and execute amendments to the MOA provided that any such amendment: 1) authorizes any necessary revisions to the space

allocation and use of space conditions, or operations of the program with the mutual consent of all parties, including the lessor of the Rio Hondo CMHC and AICC site; 2) approval of County Counsel, or designee, is obtained prior to execution of any such amendment; and 3) the Director notifies your Board and the Chief Executive Officer (CEO) of MOA changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will allow DMH and JWCH to provide truly integrated healthcare within a behavioral health home model, where comprehensive behavioral health care and related services are coordinated for the benefit of the enrolled clients. Under the Affordable Care Act, we are challenged to find new, more effective and efficient ways to provide quality services to our consumers. An opportunity exists to test a new model by co-locating a healthcare provider agency, JWCH, within a site housing two mental health programs, Rio Hondo CMHC and AICC, to provide truly integrated and easily accessible mental health and healthcare in one location. It is well known that multiple barriers to healthcare exist for mental health clients, including transportation, finances, insurance, or even the mental illness itself.

In a recent survey of clients at the Rio Hondo Wellness Center, 80 percent of the respondents indicated that if physical health care services were available at Rio Hondo CMHC and AICC, they would either use the health clinic to access physical health care services for the first time, or change healthcare providers in order to have all of their healthcare and mental health care needs met in a coordinated manner at Rio Hondo CMHC and AICC. Coordination of services at a site that consumers trust will facilitate coordinated care by the mental and physical healthcare doctors and clinicians treating our mutual clients.

Having JWCH, a Federally Qualified Health Center (FQHC), co-locate at Rio Hondo CMHC and AICC will greatly benefit clients with physical healthcare needs from Rio Hondo CMHC and AICC. JWCH will offer clients from both Rio Hondo CMHC and AICC on-site health exams and lab tests to determine their physical health condition. Those services not offered at the JWCH satellite site at Rio Hondo CMHC and AICC will be available through the JWCH clinic network, thus clients who need additional treatment, diagnostics, or specialty services, not offered at the satellite site, will be referred to a full-service JWCH clinic. Additionally, the JWCH physical healthcare team will confer with the on-site Rio Hondo CMHC or AICC mental health team to ensure coordination of care, with the proper client/patient authorization.

JWCH approached and engaged DMH to collaborate in this effort towards integrated care of mental health clients in an established outpatient clinic, resulting in the proposed agreement between the parties. JWCH has prior experience working with DMH on two other collaborative projects in SA 7, serving the homeless mentally ill. Also, JWCH has provided health care services under the Project 50 program in Downtown L.A., illustrating that they have served some of our most challenging clients in a collaborative effort, to their benefit. As a result of their experience, JWCH has already resolved time consuming challenges that occur when disparate systems of communication, billing, and charting procedures are utilized such as those in the mental health and health care industries. Thus, the learning curve for JWCH to implement a co-located project within a DMH clinic is expected to be short.

The health services will be primarily targeted to Adult, Older Adult, and Transition Age Youth age groups of Rio Hondo CMHC and AICC clients who have an established relationship with the clinic,

who may not have a health care provider, and/or have barriers to accessing health care services in the community. As stated in the MOA, JWCH will provide health care services to projected 2.5 to 3 clients per hour, with a maximum of 24 clients in an eight-hour period. JWCH will staff this project with one medical assistant, a Nurse Practitioner or Physician's Assistant, a receptionist, and a supervising medical doctor. Additionally, JWCH will bill the appropriate plans available to them for physical health care services provided to the clients, and will fully fund the costs of medical supplies needed for start-up, as well as medication and lab work provided to the indigent/uninsured clients. JWCH will also assist with enrolling Rio Hondo CMHC or AICC clients into physical healthcare plans available to JWCH. DMH will not serve as a payer of last resort.

The goal of this project is to demonstrate the effectiveness and efficiency of having a healthcare provider co-located within a DMH directly operated clinic for the provision of integrated health and mental health care. This project will increase coordination between health and mental health providers; it will decrease medical errors due to lack of information being shared between the providers; and it will increase accessibility for clients. In the end, a secondary goal and outcome will be to achieve decreased costs and suffering, as consumers receive more coordinated and integrated care, which will reduce emergency room visits and hospitalization.

Implementation of Strategic Plan Goals

The recommended actions support the County's Strategic Plan Goal 3, Integrated Services Delivery.

FISCAL IMPACT/FINANCING

There is no monetary payment between DMH and JWCH Institute. DMH will provide space, telephone services, and office machines at no cost to the Health Care Partner (JWCH).

For FY 2014-15, DMH will expend $90,000 one-time cost funded by State MHSA revenue to provide minor alterations and improvements to Rio Hondo CMHC for the implementation of the program. Funding for the one-time expenditure is included in the DMH's FY 2014-15 Adopted Budget.

There is no net County cost impact associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

FQHCs provide comprehensive health care services to underserved communities. In line with the Affordable Care Act implementation, this project allows for the co-location of a FQHC (specifically, JWCH) at the site of Rio Hondo CMHC and AICC, clinics operated by DMH. Through this project, DMH will be positioned to demonstrate the successful integration of health and mental health care services using a Behavioral Health Home Model which benefits both the clients of Rio Hondo CMHC and AICC with coordinated health and mental health services in one easily accessible location.

The attached MOA contains provisions on: 1) responsibilities of DMH and JWCH including services to be provided by JWCH, staffing, estimated number of clients to be served, and billing for services by JWCH; 2) sharing of confidential information and records between DMH and JWCH; 3) insurance and indemnification; and 4) space utilization.

Rio Hondo CMHC and AICC are located at 17707 Studebaker Road, Cerritos, a DMH leased site. JWCH will utilize a designated portion of this site and will use the space solely for the provision of

health services in accordance with the MOA and lease agreement between DMH and the lessor. Negotiations are currently in progress for DMH to purchase the subject property, and the MOA will continue with DMH and JWCH if this change in ownership occurs.

JWCH's headquarters are located in SA 4, and its clinic sites are located in SAs 4, 6, and 7, including Supervisorial District 4 where Rio Hondo CMHC and AICC are located.

During the course of this project, DMH will evaluate the effectiveness of the co-located services on increased physical health treatment, as well as improved physical health, for the clients of Rio Hondo CMHC and AICC. If the project is successful, DMH may return to your Board to seek an extension of this MOA beyond the initial term and the four one-year automatic extensions. Additionally, DMH will explore the possibility of expanding the program to establish similar co-located projects throughout the County on a competitive basis.

The attached MOA format has been approved as to form by County Counsel. DMH clinical and administrative staff will administer the MOA, evaluate programs to ensure that quality services are provided to clients, and ensure that the MOA provisions and Departmental policies are followed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the attached MOA will ensure ready access to health services for mental health clients of Rio Hondo CMHC and AICC, thus improving the quality of care provided to mental health clients and overall quality of life.

The goal of a co-located health center within a mental health clinic is for this to become a model to be used throughout the County. It will also test the theory that the provision of related services (health and mental health), in a "one-stop" setting, will improve outcomes for mental health clients who often suffer from a variety of health conditions but who lack access to appropriate health care services. The treating physicians and clinicians from both the health and mental health clinics will coordinate services, medications, and expertise to offer more effective treatment for clients with a variety of co-occurring disorders.

Respectfully submitted,

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

MJS:CW:AS:RK:sk

Enclosures

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

Attachment

MEMORANDUM OF AGREEMENT
SPACE USE AGREEMENT

BETWEEN
John Wesley Comprehensive Health Institute

And

THE COUNTY OF LOS ANGELES

Acting by and through

THE DEPARTMENT OF MENTAL HEALTH

Regarding

Rio Hondo Community Mental Health Co-located Health Project

Prepared by:
Department of Mental Health
550 South Vermont Avenue
Los Angeles, California 90020

RECITALS

This Memorandum of Agreement (MOA) is made and entered into this ___day of _____, 2014, by and between the John Wesley Comprehensive Health Institute (hereafter "JWCH") and the County of Los Angeles (hereafter "County") acting by and through the Department of Mental Health (hereafter "DMH"); and

WHEREAS, DMH has a need for, and desires to find new, more effective, and efficient ways to provide quality services to consumers by forming a partnership with a qualified agency for the provision of accessible and coordinated physical and mental health care services within a behavioral health home, where comprehensive behavioral health care and related services are coordinated for the benefit of the enrolled clients; and

WHEREAS, DMH believes it would be beneficial to the clients of the Rio Hondo Community Mental Health Center (CMHC) or American Indian Counseling Center (AICC) to establish a co-location partnership with a healthcare provider within a mental health agency to provide truly integrated and easily accessible mental health and healthcare in one location; and

WHEREAS, JWCH has the necessary personnel, experience and specialized health professionals for the provision of the needed services; and

WHEREAS, JWCH and DMH shall establish any necessary procedures and responsibilities as well as providing any necessary alterations and improvements, equipment, services, supplies, and sharing of information and space for the joint operation; and

NOW, THEREFORE, in consideration of the mutual commitment to provide consumers with accessible and coordinated physical and mental health care services within a behavioral health home, the parties hereto agree as follows:

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I. PURPOSE/GOALS

It is well known that multiple barriers to healthcare exist for mental health clients, including transportation, finances, insurance, and even the mental illness itself. An opportunity exists to test the integration of a healthcare provider in a mental health center.

In a recent survey of clients at the Rio Hondo Wellness Center, 80% of the respondents indicated that if health services were available at Rio Hondo CMHC, they would use the health clinic to access health care for the first time, or change healthcare providers in order to have all of their healthcare and mental health care needs met at Rio Hondo.

This project allows for the co-location of a Federally Qualified Health Center (FQHC), (specifically, JWCH) at the site of Rio Hondo CMHC and AICC, clinics operated by DMH. JWCH has experience working in collaboration with DMH through Project 50, a homeless program located in downtown Los Angeles. Through this new project, JWCH will provide primary health services to the clients of Rio Hondo CMHC and of AICC.

The health services would be targeted primarily to Adult, Older Adult, or Transition Aged Youth clients of Rio Hondo CMHC and AICC who have an established relationship with the mental health clinic, and who may not have a health care provider, or have barriers to accessing health care in the community.

The clinical goals of a co-located program include increased coordination between medical treatment providers, decreased medical errors due to lack of information shared between providers, and increased accessibility for clients. In the end, a secondary goal and outcome will be decreased costs and suffering, as consumers receive more coordinated and integrated care, which will reduce emergency room visits and hospitalizations. The goal is for this to become a model program in the County, with measurable evidence of improved health care access and collaboration between medical treatment providers and the benefit of improved treatment outcomes for our consumers.

II. PLANNED SERVICES

JWCH will conduct routine medical examinations, treatment, chronic disease management activities, laboratory diagnostics, follow-up, dispensing of medications to treat ailments, and referrals to specialty care. JWCH will utilize medication assistance programs for clients, including assistance with applying for PAP drugs. JWCH will also use its available resources to purchase bulk medications, e.g. via their federal 340 B drug pricing program. JWCH will offer reproductive health services, including family planning services. With the proper consents signed, the medical team onsite will also conference with the mental health team on site to ensure coordination of care. Mental health clients who present with medical needs will be provided health exams and lab tests at the site. Flu shots, vaccinations,

testing for specific illnesses and HIV testing can also be provided. Clients identified as a result of testing or exams to need a higher level of medical care will be linked to specialty services. Health education materials, including information on chronic diseases, exercise, HIV and STD prevention and treatment will also be provided. The site will be connected to the larger JWCH clinic network, so clients who need additional treatment and diagnostics which are not provided on site will be referred to a full-service JWCH clinic.

III. TERM OF AGREEMENT

1.0 A. Initial Period: The Initial Period of this MOA shall commence on XX XX, 2014, and shall continue in full force and effect through June 30, 2015.

B. Four Optional One-Year Renewal Periods: After the Initial Period, this Agreement shall have four (4) optional one (1) year renewal periods, at the sole discretion of the Director of Mental Health, or his designee, without further action by the parties unless: 1) either party desires to terminate this MOA at the end of the Initial Period and gives written notice to the other party not less than 30 calendar days prior to the end of Initial Period, as applicable, or 2) during the term of this MOA, the lease between DMH and the Studebaker Cerritos Projects, LLC is terminated or expires and is not renewed, unless such termination or expiration without renewal is due to the County acquiring title to the subject property.

1. First Optional One-Year Renewal Period: If this MOA is renewed, the First Optional One-Year Renewal Period shall commence on July 1, 2015, and shall continue in full force and effect through June 30, 2016.

2. Second Optional One-Year Renewal Period: If this MOA is renewed, the Second Optional One-Year Renewal Period shall commence on July 1, 2016, and shall continue in full force and effect through June 30, 2017.

3. Third Optional One-Year Renewal Period: If this MOA is renewed, the Third Optional One-Year Renewal Period shall commence on July 1, 2017, and shall continue in full force and effect through June 30, 2018.

4. Fourth Optional One-Year Renewal Period: If this Agreement is renewed, the Fourth Optional One-Year Renewal Period shall commence on July 1, 2018, and shall continue in full force and effect through June 30, 2019.

2.0 All parties involved in this MOA/Space Use Agreement may terminate the Agreement at any time without cause provided that a written notice is given at

least 30 days in advance to the other party.

3.0 This Agreement may be modified by written amendment executed by both parties.

IV. CONFIDENTIALITY

The signatories to this Agreement agree that the sharing of identified information and records described in this Agreement is needed in, and directly connected to, the administration of this co-located Health Center program with Rio Hondo CMHC and AICC. Furthermore, the signatories to this Agreement agree that the use of information and records described in this Agreement is needed, and directly connected to, the operations of JWCH and DMH. DMH and JWCH, their employees, agents, and subcontractors, shall maintain the confidentiality of all records obtained from JWCH and DMH under this Agreement in accordance with the Welfare and Institutions Code *(W&I Code, Sections 5328, 10850 et seq. and 17006), Health Insurance Portability and Accountability Act of 1996, the Americans with Disability Act, California Civil Code (Sections 56-56.16)* and all other applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality.

V. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

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

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

3.0 JWCH and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA laws and

implementing regulations related to transactions and code sets, privacy, and security.

4.0 Each party further agrees that, should it fail to comply with its obligations under HIPAA, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

VI. DMH RESPONSIBILITIES

DMH shall:

1.0 Designate a contact person. The contact person is:

Ana Suarez, LCSW
District Chief
County of Los Angeles
Department of Mental Health
550 Vermont Ave, 3rd Floor
Los Angeles, CA 90020
Telephone: (213) 738-3499
Fax: (213) 384-0729
E-mail: Asuarez@dmh.lacounty.gov

2.0 Provide adequate space at no monetary cost to JWCH. This space will include two exam rooms, each outfitted with a sink, exam table, and scale. A third room will also be provided to be used as a nursing station and lab. One of the three rooms will have locked cabinets for medications and lab tests, as well as a locked file cabinet for JWCH client records.

The rooms are non-exclusive and will be used by DMH staff when not needed by JWCH. In addition, the DMH clinic's front reception area will be made available for the JWCH receptionist to check-in patients.

DMH will fund the one-time costs to build out existing rooms to meet these needs. In addition, DMH would incur related ongoing costs for this space, including lease costs, phone and fax line usage, and utilities. As needed, DMH may also commit staff resources to assist DMH clients in making and managing appointments with JWCH.

3.0 Collaborate with JWCH by referring Rio Hondo or AICC clients in need of health services and willing to work with JWCH as their primary health care provider. Linkages will be completed regardless of health care coverage status. Rio Hondo CMHC/AICC will also release mental health records, with client consent, collaborate with JWCH on case management needs, and consult with the health care provider to determine an optimal level of care from both systems.

VII. JWCH RESPONSIBILITIES

JWCH shall:

1.0 Designate a contact person. The contact person is:

Al Ballesteros, CEO
JWCH Institute
1910 W. Sunset Blvd., Suite 650
Los Angeles, CA 90026
Telephone: (213) 484-1186
Fax: (213) 413-3443
E-mail: aballesteros@jwchinstitute.org

2.0 Provide a satellite clinic at Rio Hondo CMHC that will operate 19 hours or less per week, with basic healthcare services provided to clients of either Rio Hondo CMHC or AICC. Should the demand for services merit an increase of time, DMH and JWCH will negotiate an expansion of hours.

3.0 Secure MediCal, MediCare, and Los Angeles County Department of Health Services authorization for the establishment of a satellite health facility co-located with Rio Hondo CMHC. This will include assurance of compliance with all Office of Statewide Health Planning and Development (OSHPD) regulations, Health and Safety Code, Section 1200, California Code of Regulations (CCR), Title 24, and any other applicable regulations required to permit the administration of health services at the Rio Hondo Mental Health Services site.

4.0 With client consent, provide administrative data such as names, social security number, address, birth dates to be matched against DMH clients to identify concomitant clients for the coordination of care.

5.0 Indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents, and volunteers ("County Indemnitees") and the Studebaker Cerritos Projects, LLC, as owner of the premises and its officers 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 and/or relating to the JWCH acts and/or omissions under this Agreement, except for such loss or damage arising from the sole gross negligence or willful misconduct of the County Indemnitees. JWCH will defend and hold harmless the County and the Studebaker Cerritos Project LLC from all claims and litigation that may arise from services provided to clients on the premises (within the JWCH designated space and when entering and leaving the facility from a JWCH service(s), consultation, or meeting).

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6.0 Provide County and Studebaker Cerritos Projects LLC with proof of the following insurance:

6.1 Commercial General Liability insurance, naming County and Studebaker Cerritos Projects LLC as additional insured with limits of not less than General Aggregate $2 million; Products/Completed Operations Aggregate $1 million; Personal and Advertising Injury $1 million.

6.2 Automobile Liability Insurance 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 JWCH's use of autos pursuant to this Agreement, including owned, leased, hired and/or non-owned autos.

6.3 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.

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

6.5 Professional Liability/Errors and Omissions insurance covering JWCH's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $3 million aggregate. Individual physicians and registered nurses will carry medical malpractice insurance with limits not less than $1 million per occurrence and $2 million aggregate. Further, JWCH 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.

6.6 Property Coverage
JWCH 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 JWCH'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

6.7 Evidence of Coverage and Notice to County

6.7.1 Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) and Studebaker Cerritos Projects LLC has been given Insured status under JWCH's General Liability policy, shall be delivered to County at the address shown below and provided prior to the start day of this License.

6.7.2 Renewal Certificates shall be provided to County not less than 10 days prior to JWCH's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required JWCH insurance policies at any time.

6.7.3 Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Lease 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 JWCH identified in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the MOA of any policy deductibles or self-insured retentions exceeding twenty five thousand ($25,000.00) dollars, and list any County required endorsement forms.

6.7.4 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 JWCH, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

6.7.5 Certificates and copies of any required endorsements, notices of cancellation shall be delivered to:

Richard Kushi
Contracts Division
L.A. County Department of Mental Health
550 Vermont Ave., 5th Floor
Los Angeles, CA 90020

6.8 Cancellation of or Change of Insurance

JWCH shall provide County with, or JWCH's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer,

limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Contract

6.9 Failure to Maintain Insurance
JWCH's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from JWCH resulting from said breach. Alternatively, the County may purchase the Required Insurance, without further notice to JWCH, and pursue JWCH reimbursement.

6.10 Insurer Financial Ratings
Insurance is to be provided by an insurance company authorized to do business in California and acceptable to the County with A.M. Best rating of not less than A:VII, unless otherwise approved by the County.

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

6.12 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.

6.13 Waivers of Subrogation
To the fullest extent permitted by law, JWCH hereby waives its rights and its insurer(s)' rights of recovery against County under all the required insurance for any loss arising from or relating to this Agreement. JWCH shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

7.0 Bill all physical health care costs to available plans including MediCal, Medi/Medi, HWLA, PPP, and Family PACT as well as HMO's from major health plans. JWCH will also assist with enrolling Rio Hondo and AICC

clients into an available physical healthcare funding source under JWCH. DMH will not serve as a payor of last resort.

8.0 Staff the project with one medical assistant, a Nurse Practitioner or Physician's Assistant, a receptionist and a supervising M.D. JWCH is projecting to see 2.5 to 3 patients per hour, with a maximum of 24 patients in an 8 hour period. Also projected are 96 healthcare visits per month and 1152 per year. Actual numbers will depend on client needs. Clients needing more than primary care or medication follow up, will be referred by JWCH to its full-service clinic site at Norwalk Health Center.

9.0 Fully fund the costs of medical supplies, including medical equipment and furniture needed for start-up, as well as medication for indigent clients and lab work provided to uninsured clients for monitoring of health status.

VIII. SPACE PROVISIONS

JWCH is hereby granted permission to utilize for the term of this Agreement, in accordance with the following terms and conditions, a designated portion of the DMH leased site located at 17707 Studebaker Road, Cerritos, CA. JWCH may occupy such space solely for the provision of health services in accordance with this Agreement.

1.0 JWCH is authorized to use up to three (3) non-exclusive and non-reserved parking spaces at the front of the Facility on a first come, first served basis.

2.0 JWCH shall not make either structural or non-structural alterations, improvements, or repairs to the facility utilized by it without the prior written consent of DMH and the landlord, as applicable. DMH management shall approve or disapprove such alteration, improvement, or installation requests from JWCH within thirty (30) calendar days of receipt of JWCH's written request. Approvals by the landlord, as applicable, must be obtained directly from the landlord. The performance of any such alteration, improvement, or repair shall be subject to Federal and State statutes and regulations, including but not limited to, the prevailing wage and hour provisions of the California Labor Code, local laws and codes, and County ordinances. DMH may require JWCH, at JWCH's expense, to restore the premises to the conditions as existed prior to any such alteration, improvement, or repair, except for normal wear and tear.

3.0 All personal property, fixtures, and equipment, which are not owned by DMH and which have been installed or placed by JWCH on the premises, shall be removed by JWCH by the expiration or termination date of this Agreement. In the event of failure to remove such property or fixtures in accordance herewith, title to such property or fixtures shall vest in the County, or DMH may elect to have such property or fixtures removed and stored, the cost of which shall be borne by JWCH.

4.0 While this Agreement confers on JWCH permission to occupy the space described herein in accordance with the terms and conditions hereinabove specified, it does not grant or reserve to JWCH any other property interest, estate, or right therein.

5.0 The premises described herein shall be open to the inspection of authorized County, State, and federal representatives at any time; however, DMH management shall use his or her best efforts to notify JWCH as soon as possible of such entry.

6.0 DMH reserves the right for Rio Hondo staff to use office space, reserved for JWCH, when JWCH is not utilizing said space for the provision of health care services.

7.0 DMH does not grant or delegate to JWCH hereunder any of its governmental powers (statutory, implied, administrative, or otherwise) with respect to DMH space which is the subject of this Agreement.

8.0 In the event DMH management finds that any activity conducted by JWCH on the premises endangers the health or safety of DMH patients, DMH personnel, or others, JWCH shall cease such activities immediately. In addition, management may close or secure the premises where the activity has been conducted until the endangering activities cease.

9.0 JWHC expressly acknowledges that JWCH will be situated upon the premises as a result of DMH's previously acquired property interest. In recognition of such fact, JWCH hereby disclaims any status as a "displaced person" as such is defined in Government Code section 7260, and hereby acknowledges its ineligibility for relocation assistance as provided in Government Code sections 7260 through 7277.

10.0 JWCH shall not post signs or advertising matter unless prior approval therefore is obtained from DMH, whose approval shall not be unreasonably withheld.

11.0 No offensive matter of refuse or substance constituting an unnecessary, unreasonable, or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain in the facility, and JWCH shall prevent any accumulation thereof from occurring. JWCH shall pay all charges which may be made for the removal thereof.

12.0 Operational Space Responsibilities, JWCH shall:

12.1 Keep the area occupied in a clean and sanitary manner.

12.2 Conduct the authorized activities in a courteous and professional manner; remove any agent, servant, or employee who fails to conduct the authorized activities on the premises in the manner heretofore described.

12.3 Repair any and all damage beyond normal wear and tear to the subject property arising out of the conduct of the authorized activities on the premises.

12.4 Maintain all existing and subsequently DMH-installed security devices required for protection of fixtures and personal property belonging to DMH, JWCH, and its employees, from theft, burglary, or vandalism. Written approval for the installation of all personal property and fixtures on facility premises hereunder, except office furniture such as desks and chairs and medical equipment such as exam tables, blood pressure cuffs, and otoscopes, must be first obtained from DMH Management.

12.5 Comply with all applicable municipal and County ordinances, and all State and Federal laws, and in the course thereof, obtain and keep in effect all permits and licenses required to conduct the permitted activities on the premises.

12.6 Assume the risk of loss, damage, or destruction to any and all fixtures and personal property belonging to JWCH that are installed or placed within the area occupied.

13.0 Damage to Facility, Building, or Grounds:

13.1 JWCH shall repair, or cause to be repaired, or make due diligent efforts to begin such repair beyond normal wear and tear, at its own cost, any and all damage to DMH facilities, buildings, or grounds caused by JWCH, employees of JWCH, or persons or companies making pick-ups from or deliveries to JWCH. Such repairs or due diligent efforts to begin such repairs shall be made immediately after JWCH has become aware of such damage, but in no case later than thirty (30) calendar days after the occurrence.

13.2 If JWCH fails to make timely repairs, DMH may make any necessary repairs. All costs incurred by DMH for such repairs shall be repaid by JWCH by cash payment within thirty (30) calendar days of the date of invoice.

13.3 JWCH shall notify DMH in writing of any DMH facility, building, or grounds in need of repair caused by normal wear and tear. DMH, as appropriate, shall review each request for repair and work with the appropriate sections.

14.0 Upon termination or expiration of this Agreement, JWCH shall immediately vacate the facility space, unless the current agreement is extended or a new agreement is approved.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the Rio Hondo Co-Located Health Project as of this _____ day of_____, 2014.

John Wesley Comprehensive Health Institute

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Al Ballesteros, MBA
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the Rio Hondo Co-Located Health Project as of this _____ day of_____, 2014.

L.A. County Department of Mental Health

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