COUNTY OF LOS ANGELES

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

SUSAN KERR
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

BOARD OF SUPERVISORS
GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.info

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

June 1, 2006

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

Dear Supervisors:

AUTHORIZATION TO RENEW 30 SPECIALIZED AGREEMENTS
AND
APPROVAL OF MULTIPLE AGREEMENT FORMATS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Department of Mental Health's (DMH) renewal of the following 30 specialized agreements:

   A. Two (2) Affiliation Agreements, as listed in Attachment A.

   B. Eighteen (18) Community Care Residential Facility (CCRF) Agreements, as listed in Attachment B.

   C. Two (2) Consultant Services Agreements, as listed in Attachment C.

   D. One (1) Out-of-County Child Placement Mental Health Services Agreement, as listed in Attachment D.

   E. Four (4) Temporary Psychiatrist Services Agreements, as listed in Attachment E.

   F. Three (3) Unique Agreements, as listed in Attachment F.

   Funding, which is detailed under the Fiscal Impact/Financing section, for renewal of a total of 30 specialized agreements, is included in DMH's Fiscal Year (FY) 2006-2007 Proposed Budget.

2. Approve the multiple Agreement formats, substantially similar to Attachments A-1, A-1a, B-1, C-1, C-1a, D-1, E-1, F-1, F-1a, and F-1b, and instruct the Director of Mental Health or his designee to prepare, sign, and execute 30 agreements, using these substantially similar Agreement formats, between the County and specified contractors, in accordance with Attachments A, B, C, D, E, and F.

3. Delegate authority to the Director of Mental Health or his designee to enter into future new agreements, substantially similar to the aforementioned Agreement formats, with qualified and licensed CCRFs, Out-of-County Child Placement Mental Health Service Providers, and temporary psychiatrist service providers.

4. Delegate authority to the Director of Mental Health or his designee to prepare, sign, and execute future amendments to the previously mentioned multiple agreements, provided that: 1) the County's total payments to each contractor under the Agreement for each fiscal year shall not exceed an increase of 20 percent from the applicable revised contracted rate, Total Compensation Amount (TCA), or Maximum Contract Amount (MCA); 2) any increase shall be used to provide additional services or to reflect program and/or policy changes; 3) the Board of Supervisors has appropriated sufficient funds for all changes; 4) approval of County Counsel and the Chief Administrative Officer (CAO) or their designee is obtained prior to any such Amendment; 5) County and Contractor may by written Amendment reduce programs or services and revise the applicable contracted rate, TCA, or MCA; and 6) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Board approval is required due to the June 30, 2006 expiration date of these agreements, and the renewal of these agreements is required to continue the provision of services without interruption.

Implementation of Strategic Plan Goals

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan's Programmatic Goals No. 5, "Children and Families' Well-Being," and No. 7, "Health and Mental Health." Renewing these agreements will continue to promote the collaborative partnership between government and community agencies.

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

The specific financing of these 30 agreements is as follows:

1) Affiliation Agreements:

   a) Affiliation Agreement with The Regents of the University of California, Los Angeles: The renewal of this Affiliation Agreement will be funded with Sales Tax Realignment funds in the amount of $1,724,757, Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)-State General Funds (SGF) in the amount of $702,555, EPSDT-Federal Financial Participation (FFP) Medi-Cal in the amount of $859,500, and Non EPSDT-FFP in the amount of $7,559, for a total of $3,294,371, which are included in DMH's FY 2006-2007 Proposed Budget. Funding for the additional four (4) fiscal years of the contract term, FYs 2007-2008 through 2010-2011, will be requested through DMH's annual budget process.

   b) Affiliation Agreement with Cedars-Sinai Medical Center: The renewal of this Affiliation Agreement is at no cost to the County. The parties agree that it is in their mutual interest, and in the public's interest to promote such an affiliation, which provides patients with medical services from Cedars' residents, while affording the residents significant training opportunities.

2) CCRF Agreements: The renewal of these 18 CCRF agreements will be funded with Sales Tax Realignment funds in the amount of $1,197,000, which are included in DMH's FY 2006-2007 Proposed Budget. DMH funds these agreements from the Interim Funding (IF) Program allocation pool, which reimburses facility operators at the board and care rate established by the California Department of Social Services (CDSS), for a client's room and board, and personal and incidental (P and I) expenses prior to the establishment of Social Security Income (SSI) eligibility. Once a client's SSI application has been approved, retroactive SSI payments are used to reimburse this fund. Funding for FYs 2007-2008 and 2008-2009 will be requested through DMH's annual budget process. There is no MCA for these agreements.

3) Consultant Services Agreements:

a) Consultant Services Agreement with California Institute of Mental Health (CIMH): The renewal of this Consultant Services Agreement will be funded with CalWORKs dollars in the amount of $150,000, MHSA funds in the amount of $200,000, and Sales Tax Realignment funds in the amount of $20,000, for a total of $370,000 for FY 2006-2007, which are included in DMH's FY 2006-2007 Proposed Budget. Funding for FYs 2007-2008 and 2008-2009 will be requested through DMH's annual budget process.

b) Consultant Services Agreement with National Mental Health Association of Greater Los Angeles: The renewal of this Consultant Services Agreement will be funded with Sales Tax Realignment funds in the amount of $254,403, Substance Abuse and Mental Health Services Administration (SAMHSA) Federal block grant funds in the amount of $150,000, Assembly Bill (AB) 2034 funds in the amount of $440,000, and Mental Health Services Act (MHSA) funds in the amount of $390,000, for a total of $1,234,403 for FY 2006-2007. Funding for FYs 2007-2008 and 2008-2009 will be requested through DMH's annual budget process.

4) Out-of-County Child Placement Mental Health Services Agreement: The renewal of one (1) Out-of-County Child Placement Mental Health Services Agreement will be funded at the rates detailed in Attachment D. These rates are based on providers' cost, prevailing wages in the state, cost-of-living, and negotiated rates with other counties, public and private agencies, and insurance companies. This Agreement will be funded with $152,000 of Sales Tax Realignment funds, and $100,000 in Intrafund Transfer from the Department of Children and Family Services (DCFS), for a total of $252,000, which are included in DMH's FY 2006-2007 Proposed Budget. Funding for FYs 2007-2008 and 2008-2009 will be requested through DMH's annual budget process.

5) Temporary Psychiatrist Services Agreements: The renewal of four (4) Temporary Psychiatrist Services Agreements will allow DMH to use these providers as determined by the need for qualified temporary personnel, and funding will be allocated on an as needed basis, utilizing vacant budgeted positions. Reimbursement will be based on contracted daily

rates established by DMH. A Request for Appropriation Adjustment to transfer funds from Salaries and Employee Benefits to Services and Supplies will be prepared, as needed, to provide the necessary appropriation for these contracted temporary psychiatrist personnel services for FYs 2006-2007, 2007-2008, and 2008-2009.

6) Unique Agreements: The renewal of these three (3) Unique Agreements will be funded as follows:

a) A Community of Friends: The renewal of this Agreement authorizes the implementation of the Step-Out Transitional Housing Program (THP) with A Community of Friends for a three (3) year term. This Agreement will be funded by DCFS - Independent Living Program in the amount of $134,000 for FY 2006-2007. Funding for FYs 2007-2008 and 2008-2009 will be requested through DMH's annual budget process.

b) Venice Family Clinic (DMH is the Subcontractor): The renewal of this Revenue Subcontract Agreement between DMH, on behalf of the Edmund D. Edelman Westside Mental Health Center, and Venice Family Clinic for FY 2006-2007, only will allow DMH to continue to receive revenue in the amount of $102,000, for the provision of case management, outreach, and mental health services to homeless dually diagnosed adults.

c) White Memorial Medical Center: The renewal of this Agreement will provide for acute psychiatric inpatient hospital services in a secure licensed acute psychiatric hospital to provide a 24-hour psychiatric treatment program as a facility designated by County to hold patients under California Welfare and Institutions Code Section 5150. For FY 2006-2007, the Agreement will be funded by net County cost in the amount of $2,098,750.

All of these agreements permit the County to reduce the contracted daily rates, TCAs, and MCAs or terminate the agreements, whichever is applicable, under the terms of the agreements, if, as a result of the adoption of the County and State Budgets, funding for these agreements is reduced.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The renewal of two (2) Affiliation Agreements with The Regents of the University of California, Los Angeles for FYs 2006-2007, 2007-2008, 2008-2009, 2009-2010, and 2010-2011, and Cedars-Sinai Medical Center for FYs 2006-2007, 2007-2008, and 2008-2009 will provide the following and other services: individual psychotherapy, group psychotherapy, psychotropic medication monitoring, psychological evaluation, training, consultation, and participation in ongoing research.

The renewal of 18 CCRF Agreements, as listed in Attachment B, for FYs 2006-2007, 2007-2008, and 2008-2009 will allow contractors to provide basic board and care services, which include personal care, supervision, assistance, guidance, and training of clients in a 24-hour CCRF. As part of the clients' total care, arrangements are made for clients to receive P and I expenses and mental health services, which may be rendered off-site at facilities other than the contractors.

The renewal of two (2) Consultant Services Agreements, as listed in Attachment C, for FYs 2006-2007, 2007-2008, and 2008-2009 will assist DMH by providing training sessions, workshops, consultation, and technical assistance to the Adult, Children's, and Older Adult Systems of Care and the MHSA.

The renewal of one (1) Out-of-County Child Placement Mental Health Services Agreement, as listed in Attachment D, will provide for a comprehensive residential treatment program serving Seriously Emotionally Disturbed (SED) deaf and/or hard-of-hearing children in Northern California. These children are treated in a culturally sensitive environment by staff who are fluent in American Sign Language.

The renewal of four (4) Temporary Psychiatrist Services Agreements, as listed in Attachment E, will allow DMH to use qualified temporary agencies on an intermittent and as needed basis to meet emergent or unanticipated needs when existing County employees are unavailable, cannot be transferred from other locations, or vacant positions cannot be filled timely with permanent new hires.

The renewal of three (3) Unique Agreements, as listed in Attachment F, will provide for supportive and housing services to mentally disabled young adults, ages 18-21, who have been emancipated from foster care to work toward independent living; provide acute inpatient hospital services 24-hours a day, seven (7) days a week; and will allow DMH to continue to receive revenue for the provision of case management, outreach, and mental health services to homeless dually diagnosed adults.

DMH's clinical and administrative staff are assigned to supervise and administer these specialized agreements, monitor contract compliance, evaluate programs to ensure that quality services are being provided to clients, and ensure that Agreement provisions and departmental policies are being followed.

CAO and County Counsel have reviewed the proposed actions. All of the agreements, substantially similar to the attached formats, have been approved as to form by County Counsel. With the exception of the Affiliation Agreement and Revenue Subcontract Agreement formats, the Agreement formats include revised and new mandated provisions required in all County contracts, such as Contractor's Charitable Activities Compliance, Contractor Responsibility and Debarment, and Delegation and Assignment by Contractor.

The attachments, which correspond to each specific Agreement, provide the following information:

1) Affiliation Agreements: Attachment A specifies the contractors, Supervisorial Districts, Agreement term, and contract amount; Attachments A-1 and A-1a are the Affiliation Agreement formats; and Attachment A-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership in firms contracting with the County.

2) CCRF Agreements: Attachment B specifies the contractors, Supervisorial Districts, services provided, and Agreement term; Attachment B-1 is the CCRF Agreement format; and Attachment B-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership in firms contracting with the County.

3) Consultant Services Agreements: Attachment C specifies the contractors, Supervisorial Districts, Agreement term, and TCA; Attachments C-1 and C-1a are the Consultant Services Agreement formats; and Attachment C-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership in firms contracting with the County.

4) Out-of-County Child Placement Mental Health Services Agreement: Attachment D specifies the contractors, Agreement term, and contracted daily rates; Attachment D-1 is the Out-of-County Child Placement Mental Health Services Agreement format; and Attachment D-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership in firms contracting with the County.

5) Temporary Psychiatrist Services Agreements: Attachment E specifies the contractors, Supervisorial Districts, Agreement term, and contracted daily rates; Attachment E-1 is the Temporary Psychiatrist Services Agreement format; and Attachment E-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership in firms contracting with the County.

6) Unique Agreements: Attachment F specifies the contractors, Supervisorial Districts, Agreement term, and contract amount; Attachments F-1, F-1a, and F-1b are the Unique Services Agreement formats; and Attachment F-2 details the Contracting with Minority/Women-Owned Firms Percentage of Ownership in firms contracting with the County.

CONTRACTING PROCESS

All of the 30 contractors have existing agreements with DMH, which will expire on June 30, 2006, and are being renewed because of the continuing need for their unique and specialized services throughout Los Angeles County.

This Board letter will not be posted on the County's Bid Webpage as this does not involve a Request for Proposal.

IMPACT ON CURRENT SERVICES

Upon Board approval, the renewal of these agreements will allow existing contractors to provide uninterrupted, accessible mental health services to clients throughout Los Angeles County. Without Board approval, various mental health services as specified in this Board letter will no longer be available.

CONCLUSION

The Department of Mental Health will need one (1) copy of the adopted Board actions. It is requested that the Executive Officer of the Board notifies the Department of Mental Health's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,

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

MJS:MY:RK:KT

Attachments (22)

c: Chief Administrative Officer
County Counsel
Chairperson, Mental Health Commission

KT:LJ: Brd Ltr Specialized Renewal Agreements FY 06-07 (8) (rev 05-25-06)

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

ATTACHMENT A

SPECIALIZED CONTRACT RENEWALS FOR FYs 2006-2007, 2007-2008, 2008-2009, 2009-2010 AND 2010-2011

AFFILIATION AGREEMENTS

Item No.	CONTRACTOR	SUP. DIST.	Agreement Term	Fee Schedule				
				FY 2006-2007	FY 2007-2008	FY 2008-2009	FY 2009-20010	FY 2010-2011
1	Regents of the University of California, Los Angeles P.O. Box 951722 Los Angeles, CA 90095-1722	3	5 Yrs.*	$3,294,371	$3,294,371	$3,294,371	$3,294,371	$3,294,371
2	Cedars-Sinai Medical Center 8700 Beverly Blvd., Suite #2015 Los Angeles, CA 90048-1865	3	3 Yrs.	**	**	**	N/A	N/A
			TOTAL:	$3,294,371	$3,294,371	$3,294,371	$3,294,371	$3,294,371

* This Affiliation has a 5-year contract term, effective July 1, 2006 through June 30, 2011.

** This Agreement provides clinical experience at County facilities to Residents of Cedars-Sinai Medical Center, and there is no monetary funding allocated to this Agreement.

ATTACHMENT A-1

AFFILIATION AGREEMENT

BY AND BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

ON BEHALF OF THE

UCLA SCHOOL OF MEDICINE

AND THE

UCLA NEUROPSYCHIATRIC INSTITUTE AND HOSPITAL

AND

THE COUNTY OF LOS ANGELES

THROUGH ITS

DEPARTMENT OF MENTAL HEALTH

JULY 1, 2006

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ATTACHMENTS

ATTACHMENT I SAFELY SURRENDERED BABY LAW FACT SHEET
(In English and Spanish)

ATTACHMENT II ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM

ATTACHMENT III CHARITABLE CONTRIBUTIONS CERTIFICATION

1 INTRODUCTION

This Agreement formalizes the affiliation between the Regents of the University of California, Los Angeles, ("University") and the County of Los Angeles Department of Mental Health ("DMH"). This Agreement is founded upon the belief that an affiliation between University and DMH will not only benefit both parties, but also the community that both of these public institutions serve.

DMH, is transforming its system of care to one that is truly client-centered, family-focused, and attuned to the needs of the local areas served. DMH recognizes that these objectives, given the complexities of mental disabilities, are best approached with the knowledge and instruction obtainable from a distinguished academic institution.

University, through its School of Medicine, Neuropsychiatric Institute, and Neuropsychiatric Hospital, recognizes that its respective missions—preparing its graduates for distinguished careers in medicine, furthering its understanding of complex human behavior, and fostering an environment integrating education and research with exemplary patient care—demand extensive community-based experience.

With these objectives and needs in mind, this Agreement initially implements the following programs:

- A countywide Academic and Medical Teaching Services program to be provided at mutually agreed upon DMH Facilities;

- An Academic and Medical Teaching Services program provided at Edmund D. Edelman Westside Mental Health Center and Valley Coordinated Children's Services;

- Mental Health Services to be directly provided through University's Training, Intervention, Education, and Services ("TIES") for Adoption program.

In addition to these programs, University and DMH have designed this Agreement as an "umbrella agreement." With this format, this Agreement sets forth the underlying terms and conditions of this affiliation, and permits new programs to be implemented under this Agreement through addenda provided that such addenda otherwise conform to relevant legal and policy requirements of the Regents of the University of California ("Regents") and the Board of Supervisors of the County of Los Angeles ("Board"). This obviates the need to spend time and resources renegotiating basic affiliation terms, and is intended to engender a relationship between University and DMH that is easily adaptable to the ever-changing needs of the community.

2 SERVICES TO BE PROVIDED BY UNIVERSITY

University shall provide two categories of services to DMH under this Agreement, as described below in sections 2.1 ("Academic and Medical Teaching Services") and 2.2 ("Mental Health Services").

2.1 Academic and Medical Teaching Services

University shall provide Academic and Medical Teaching Services to DMH at various DMH Facilities in accordance with the provisions of this Agreement. The nature and scope of these services are set forth in:

- **Addendum A:** Academic and Medical Teaching Services Program;
- **Addendum B:** Edmund D. Edelman Westside Mental Health Center Program;
- **Addendum C:** Training, Intervention, Education, and Support ("TIES") for Adoption.
- Any subsequent addenda, mutually agreed upon by University and DMH to be governed by the provisions of this Agreement, provided that such addenda otherwise conform to relevant legal and policy requirements of the Regents of the University of California ("Regents") and the Board of Supervisors of the County of Los Angeles ("Board").

2.2 Mental Health Services

University shall provide Mental Health Services to DMH in accordance with the provisions of this Agreement. The nature and scope of these services are set forth in:

- **Addendum C:** Ties for Adoption; and,
- Any subsequent addenda, mutually agreed upon by both University and DMH to be governed by the provisions of this Agreement, provided that such addenda otherwise conform to the relevant legal and policy requirements of the Regents and the Board.

3 RESPONSIBILITIES OF UNIVERSITY

Section 3 is divided into two sections. Section 3.1 ("University Responsibilities Regarding Academic and Medical Teaching Services") applies only to Academic and Medical Teaching Services. Section 3.2 ("University Responsibilities Regarding Mental Health Services") applies only to Mental Health Services.

3.1 University Responsibilities Regarding Academic and Medical Teaching Services

University shall provide the Academic and Medical Teaching Services in a manner that reflects high standards of education, training, and client care. In addition to these standards, University shall be responsible for the requirements set forth in sections 3.1.1 through 3.1.4. These requirements apply to all Academic and Medical Teaching Services, unless these requirements are specifically waived, modified, or amended in the addenda.

3.1.1 Administration of Academic and Medical Teaching Services

3.1.1.1 University Academic Administrator

University shall appoint a University Academic Administrator to oversee University's provision of Academic and Medical Teaching Services, and may also serve as the University Administrator.

3.1.1.2 University Administrator

University shall appoint a University Administrator who shall serve as University's contract officer for Academic and Medical Teaching Services.

3.1.2 Nature and Scope of Academic and Medical Teaching Services

Academic and Medical Teaching Services shall be measured in terms of sessions ("sessions") unless otherwise provided.

3.1.2.1 Content of Sessions

University shall participate in developing session content through its involvement in the Joint Mental Health Committee ("Committee"). The specific procedures are set forth in section 5.1.1.4.1 ("Joint Program Planning and Scheduling").

The parties acknowledge that the content of these sessions may vary, due to the educational nature of services provided. However, the content of each session shall be developed and subsequently modified by the Committee so that services are provided in good faith and according to the highest levels of academic standards and client care. The parties contemplate that, unless otherwise specified, compliance with these standards shall usually result in the following forms of services: presentations, seminars, discussion groups, tutorials, case consultations, conferences, service observation and evaluation sessions, and participation in staff and client meetings.

3.1.2.2 Duration of Sessions

The parties acknowledge that the amount of time required for each session may vary, due to the educational nature of the services provided. However, each session shall be of sufficient duration to ensure that University personnel perform their required duties in good faith and according to high levels of academic

standards and client care. The parties contemplate that compliance with these standards will result in an approximate session length of four (4) hours under normal circumstances.

3.1.2.3 Scheduling of Sessions

University shall participate in developing session scheduling through its involvement in the Joint Mental Health Committee ("Committee"). The specific procedures are set forth in section 5.1.1.4.1 ("Joint Program Planning and Scheduling").

3.1.2.4 Certification of Sessions

Monthly claims submitted by University under section 6.1.1 ("Submission of Monthly Claim") must be certified, prior to DMH payment, by the Program Manager of the DMH Facility where the sessions were provided. The specific procedures for this certification process are set forth in section 4.1.3.2 ("Certification of Monthly Claim").

3.1.3 Personnel Responsibilities

3.1.3.1 University Personnel

3.1.3.1.1 Compensation

University shall provide all direct compensation to physicians, other health care professionals, University Housestaff and support staff who may provide services under this Agreement and who are employees of the University. University shall annually provide a list of individuals and compensation from this Agreement to DMH.

3.1.3.1.1.1 Cessation of Compensation upon Loss of Clinical Privileges

DMH shall notify University if (a) a Faculty member's clinical privileges at DMH Facilities have been terminated, or (b) disciplinary or termination proceedings have been initiated against a Faculty member; and, in such case, payment to the Faculty member from DMH funds for Academic and Medical Teaching Services shall terminate. Promptly upon receipt of such notice, University shall cease using DMH funds to compensate that Faculty member for performance of the specified services.

3.1.3.1.1.2 Former DMH Employees

University shall notify DMH Academic Administrator prior to University's use of any individual for Academic and Medical Teaching Services, if the University has knowledge that the individual was a DMH employee at any time during the previous twelve (12) months. University shall not use DMH funds to compensate such individual if DMH objects in writing within thirty (30) days after DMH's receipt of such notice. This section shall apply only to individuals who leave DMH employment after July 1, 2001. DMH shall invoke its right to object under this paragraph only in instances where, at the time of leaving County

employment, an individual physician has been disciplined under the County's Employee Evaluation and Discipline Guidelines or such discipline is pending.

3.1.3.1.1.3 Exclusion from Federal Health Care Programs

3.1.3.1.1.3.1 Cessation of Compensation for Exclusion from Participation in Any Federal Health Care Program

Each Party shall promptly notify the other upon learning that a Faculty member has been excluded from participation in any federal health care program, including Medicare or Medi-Cal. Promptly upon learning of any such exclusion, University shall: (a) cease using DMH funds to compensate the excluded individual for Academic and Medical Teaching Services subsequent to the date of exclusion; and (b) immediately bar that individual from providing any of these services.

3.1.3.1.1.3.2 Indemnification for Exclusion from Federal Health Care Programs

University shall indemnify, defend and hold harmless DMH and its officers, employees, agents, students, fellows and volunteers from and against any and all losses, claims, damages, liabilities or expenses arising out of or connected with the performance of any Academic and Medical Teaching Services by any person employed by University and not by DMH, who has been excluded from a federal health care program; provided University: (a) knew or reasonably should have known of such person's excluded status during the period at issue; and (b) failed to remove such person from the performance of any of these services.

3.1.3.1.2 Staffing Levels

Subject to DMH providing timely and adequate non-physician staff, support, resources and funding pursuant to section 4.1.3 ("Operations of DMH Facilities"), University shall provide University Personnel to render education, patient care, training, and supervision that meets Academic and Medical Teaching Services requirements. Such staffing shall not fall below these requirements without written approval of DMH, except for such minor, temporary adjustments as deemed reasonable by DMH Academic Administrator.

3.1.3.1.3 Physician Recruitment

It is the intent of the Parties that physicians hired by DMH to practice in any DMH Facility will be eligible for consideration for faculty status. University upon request shall review the academic qualifications of each such physician, concurrent with DMH's civil service hiring process. University shall use reasonable efforts to confirm a physician's eligibility for faculty status by such time as DMH's hiring process is concluded. All DMH hiring decisions are within DMH's sole discretion. University shall

consider applications for faculty appointment of physicians hired by DMH to practice in any DMH Facilities provided such physicians meet, at minimum, University's criteria for faculty appointments. University shall be under no obligation to provide faculty appointments to such physicians. This paragraph shall not apply to the recruitment or hiring of DMH Housestaff.

3.1.3.1.4 Discipline by University

University shall be solely responsible for the discipline of all University Personnel who are not also DMH Personnel and may independently discipline any University Personnel in conjunction with their University employment. University shall cooperate with DMH with respect to the discipline of DMH Personnel performing services under this Agreement. University shall investigate any DMH complaints against University Personnel to determine the necessity for appropriate action. If the nature of the complaint provides reasonable grounds to believe that the safety of any person or property in DMH Facilities may be at risk, then University shall promptly reassign or exclude such University Personnel from DMH Facilities pending resolution of the complaint.

3.1.3.1.5 Academic Discipline

University shall establish and implement a process for academic discipline of Faculty, Housestaff, medical students and other professions students. This shall not include employment actions against DMH Personnel.

3.1.3.1.6 Coordination of Discipline

To the extent permitted by law or University policy, University shall inform the DMH Academic Administrator and/or Geographic Area Manager promptly of any adverse actions known to University against Housestaff or Faculty serving in DMH Facilities with respect to employment status, medical staff status, academic appointment or exclusion from participation in any federal health program, which might affect the individual's right or ability to participate in University Training Programs or to provide patient care in any DMH Facility. University shall coordinate with DMH respecting such adverse actions.

3.1.3.1.7 Access to Records

To the extent permitted by law, DMH and University shall have reasonable and timely access to the medical records, charts, applicable Medical Staff minutes and quality assurance data of the other Party relating to any claim or investigation related to services provided pursuant to this Agreement; provided that nothing shall require either DMH or University to disclose any peer review documents, records or communications that are privileged under California Evidence Code section 1157, under the Attorney-Client Privilege or under the Attorney Work-Product Privilege.

3.1.3.2 University Housestaff, Medical Students

University shall be solely responsible for supervising the academic programs of, and for selecting and educating, any University Housestaff, Medical Students and other professions students, or other University trainees rotating through DMH Facilities. The number and assigned rotation of such trainees shall be subject to the approval of the DMH Academic Administrator and the Geographic Area Manager. University shall notify DMH Academic Administrator and/or Geographic Area Manager of changes to established academic schedules that could affect the volume or quality of client care provided at DMH Facilities. University shall coordinate the scheduling of University Housestaff and Medical Students or other professions students for rotations through DMH Facilities, in consultation with the DMH Academic Administrator and/or Geographic Area Manager.

3.1.3.3 Maintenance of Accreditation

University, with cooperation of DMH, shall maintain accreditation of all University Training Programs that are conducted, in whole or in part, in DMH Facilities. University shall maintain accreditation of its School of Medicine by the Liaison Committee on Medical Education, and it shall maintain accreditation of all Training Programs by the ACGME and any appropriate specialty boards or other applicable accreditation bodies. In the event that any Training Program, that is conducted in whole or in part, in DMH Facilities, receives a probationary accreditation status from ACGME or other applicable accreditation body, University shall provide DMH with all material information regarding the deficiencies cited by such accreditation body; University's work plan for ending probationary accreditation status; and regular reports on University's progress toward this end. Loss of accreditation may constitute an Event of Immediate Termination (as set forth in section 7.4), Immediate Partial Termination (as set forth in 7.4.2), or Partial Termination for Cause (as set forth in 7.5.2). The obligations set forth in this section shall be subject to the terms of section 4.1.3.5 ("Training Program Support").

3.1.3.4 Operation of University Training Programs

Training of University Housestaff and University Medical Students and other professions students at DMH Facilities shall be accomplished in accordance with University procedures, in compliance with DMH policies and regulations. To the extent authorized by Academic and Medical Teaching Services Programs or otherwise by DMH, Faculty may teach medical students or other professions students, pharmacy, psychology, and allied health students and trainees from other institutions, rotating through DMH Facilities.

3.1.3.5 Academic Administration of Training Programs

University shall provide academic administration of Training Programs as called for by the Academic and Medical Teaching Services Programs, including education of DMH clinical staff in accordance with accreditation bodies.

3.1.4 University Personnel and Rotations

University shall maintain a list of all University Personnel rotating through DMH Facilities, including any medical or independent health professions students, provide the list to the DMH Academic Administrator and/or Geographic Area Manager upon execution of this Agreement, and update it as necessary thereafter. For each DMH Facility, the list shall

include the name, location, and assignment of all University Faculty, Housestaff, Medical Students or other professions students.

University shall promptly notify DMH of all material changes in University Training Programs, including changes in the number of Faculty, Medical Students or other professions students, or University Housestaff assigned to or rotating through DMH Facilities, and changes in the scope, organization or length of such education or training programs. University shall be accountable for the compliance of University Personnel with those lists. University Housestaff and other professions students rotating through DMH facilities and programs as part of their graduate medical education shall be subject to all appropriate supervisory and regulatory requirements applicable to DMH Housestaff and other professional students participating in such programs, including requirements regarding medical records and quality assurance activities.

3.1.5 Compliance with DMH Policies

3.1.5.1 Knowledge and Compliance Generally

University Personnel providing services under this Agreement at DMH Facilities shall be subject to and shall comply with applicable DMH Policies, as defined in section 13.18 ("DMH Policies"), to the same extent as DMH Personnel. Whenever University Personnel are present at any DMH Facility, such persons shall be subject to the administrative and clinical rules and regulations of such DMH Facility, and as they are otherwise notified by DMH. University shall immediately remove any of its personnel from the provision of any Academic and Mental Health Services hereunder upon receipt of written notice from DMH Director or his or her designee, that (a) such person has violated applicable rules or regulations, or (b) such person's actions, while on DMH premises, may harm DMH clients. DMH shall provide University with a written statement of the facts supporting any such violation or action within twenty-four (24) hours of such removal.

3.1.5.2 Client Complaints

University shall make a good faith effort to address client complaints involving University Personnel, to bring those matters outside its control to the attention of appropriate DMH administrators, and to cooperate fully with DMH to resolve any such complaints.

3.1.5.3 Quality Improvement

University Personnel shall participate in quality improvement, utilization review and risk management activities as specified in the DMH's policies; all legal, accreditation and certification standards; and the conditions and terms of this Agreement. University Personnel shall work in coordination with the DMH Academic Administrator and/or Geographic Area Manager the appropriate quality improvement bodies in developing and implementing the DMH's quality improvement plan.

3.1.5.4 Medical Administration

University shall require that all University Personnel assigned to DMH Facilities attend and participate in all applicable training provided by DMH under this subsection, including appropriate resource utilization, managed care procedures,

accreditation and licensure, risk management, and other necessary training as identified and provided by DMH.

3.1.5.5 Medical Records

University personnel shall cooperate in the timely completion and maintenance of a complete medical record for each patient encountered, pursuant to applicable federal, state, and County regulations, on forms provided by DMH. The medical record shall, at all times, remain the property of DMH.

3.1.6 Adherence to DMH Human Subject Research Policies

University shall abide by applicable DMH policies with respect to the review, approval and conduct of any research to be performed in DMH Facilities, including the review and approval of the DMH Human Subjects Review Committee.

3.2 University Responsibilities Regarding Mental Health Services

University shall provide Mental Health Services in a manner that reflects high standards of client care. In addition to these standards, University shall be responsible for the requirements set forth in sections 3.2.1 through 3.2.2. These requirements apply to all Mental Health Services Programs, unless these requirements are specifically waived, modified, or amended in the addenda.

3.2.1 Negotiation Package Standards

The Negotiation Package for each Mental Health Services Program, once approved and agreed upon, pursuant to an addendum hereto, will become part of this Agreement by reference herein, as though fully set forth, to the extent that Negotiation Package terms are not in conflict with the terms of this Agreement or the applicable Mental Health Services Program addenda.

3.2.2 Client Ability to Pay

The Mental Health Services provided by University under this Agreement shall be the same regardless of the patient's/client's ability to pay or source of payment.

4 RESPONSIBILITIES OF DMH

Section 4 is divided into two sections. Section 4.1 ("DMH Responsibilities Regarding Academic and Medical Teaching Services") applies only to Academic and Medical Teaching Services. Section 4.2 ("DMH Responsibilities Regarding Mental Health Services") applies only to Mental Health Services.

4.1 DMH Responsibilities Regarding Academic and Medical Teaching Services

4.1.1 Payment for Services

DMH shall provide payment for Academic and Medical Teaching Services as provided in section 6.1 ("Financial Provisions regarding the Provision of Academic and Medical Teaching Services").

4.1.1.1

For each month of the term of this Agreement, University shall submit to DMH a claim for each applicable Financial Exhibit column identified on the Financial Summary and Rate Schedule, in the form and content specified by DMH. Each monthly claim shall be submitted within sixty days of University's receipt of DMH's MIS reports for the last date mental health services were provided during the particular month, within sixty days of the last date Title XIX Medi-Cal Administrative Activities were provided during the particular month.

4.1.2 Administration and Governance of DMH Facilities

4.1.2.1 General

DMH Director or his or her designee is authorized to administer this Agreement on behalf of DMH. DMH is responsible for the governance, administration and operation of DMH Facilities.

4.1.2.2 Academic and Medical Teaching Services Administration

4.1.2.2.1 General

DMH shall designate a DMH Academic Administrator who shall be responsible for monitoring and overseeing services provided under the Academic and Medical Teaching Services of this Agreement, and will serve as the DMH Administrator. The appointment shall be a DMH employee. In addition, the designated DMH Geographic Area Managers shall have responsibility for the local administration of services provided in each Geographic Area.

4.1.2.2.2 Assignment

DMH shall be solely responsible for the final selection of DMH Academic Administrator in accordance with DMH's civil service and personnel policies. Qualification by University for academic appointment is a preferred qualification for DMH Academic Administrator.

41223 Duties

Subject to the authority of DMH Director, DMH Academic Administrator's responsibilities shall include:

412231 Client Care Policies

Assistance in developing and in informing University Personnel of applicable client care policies and initiating appropriate action to correct noncompliance.

412232 Clinical Management and Supervision

Clinical direction and oversight of medical management of all physician services, rendered at DMH Facilities.

412233 Quality Improvement

Oversight of quality improvement activities as set forth in DMH policies and procedures. The DMH Academic Administrator shall be responsible to DMH Director for oversight of Medical Staff quality improvement activities.

4.1.3 Operations of DMH Mental Health Facilities

4.1.3.1 General

DMH is responsible for operations and facilities at DMH Mental Health Facilities, including the provision of qualified personnel (other than University Personnel) in adequate numbers, and of sufficient supplies, equipment, support and facilities. DMH shall provide these resources at levels sufficient to maintain a high quality teaching environment in compliance with accreditation standards of JCAHO, ACGME and other accrediting and regulatory bodies and in conformity with all applicable state and federal laws, rules, regulations and standards.

4.1.3.2 Certification of Monthly Claim and Administrative Review of Disputes

Any monthly invoices submitted by University under section 6.2.11.1 ("Submission by University of Monthly Claim") for Academic and Medical Teaching Services shall be reviewed by the Program Manager of the DMH Mental Health Facility where those services were provided. By certifying the monthly invoice, the Program Manager certifies that the Academic and Medical Teaching Services provided by University met or exceeded DMH's requirements for payments hereunder. Any services not reviewed for certification by these procedures within thirty (30) days after the monthly claim is first received by DMH shall be automatically deemed certified.

If certification is withheld for a specific claim for session(s) provided, the Program Manager shall immediately notify the University Academic Administrator and the DMH Academic Administrator of the reasons for withholding certification. Upon receipt of this notification, University Academic Administrator and DMH Academic Administrator shall investigate the disputed claim and determine whether certification was properly withheld. In the event that University Academic Administrator and DMH Academic Administrator cannot come to a mutual determination on this issue, the Joint Mental Health Operations Committee ("Committee") shall determine, at their next meeting and after appropriate investigation, whether certification was properly withheld. This Committee

determination shall be based only upon a majority consensus of Committee members. If a majority of Committee members cannot agree on this issue, then DMH Director shall determine, after appropriate investigation, whether certification was properly withheld.

4.1.3.3 Security

DMH shall maintain appropriate security measures to protect University Personnel in DMH Facilities, including parking facilities and grounds.

4.1.3.4 Medical Records

DMH is responsible for the preparation, maintenance, and security of all medical records related to clinical care provided in DMH Facilities. DMH shall maintain a medical records department sufficient to: (a) meet the requirements of applicable laws, regulations and accreditation requirements; (b) support patient care, the education of Housestaff, Medical Students or other professions students quality-assurance/performance activities; and (c) provide a resource for scholarly activity in compliance with the rules and regulations governing approved medical research. DMH shall retain medical records for the required time period as prescribed by law and accreditation standards. DMH shall make charts available to University Personnel in a timely manner as necessary for scheduled clinic visits, Hospital admissions, mortality and morbidity reviews, and preparation of responses to citations, reimbursements, appeals, billing, and other claims brought by third parties, and approved medical research.

4.1.3.5 Training Program Support

DMH shall maintain adequate non-physician staff (other than University Personnel) and facilities, as appropriate, to meet the educational and supervisory objectives of DMH and University Training Programs in a manner consistent with the standards established by LCME and ACGME.

4.1.3.6 Knowledge and Compliance with DMH Policies

DMH shall include University Personnel, as may be applicable, in training sessions regarding DMH policies and University shall cooperate with DMH in instructing University Personnel regarding DMH policies.

4.1.3.7 Client Complaints

DMH shall make a good faith effort to address client complaints, to bring those matters relating to University Personnel to the attention of University, and to cooperate with University in addressing any such complaints.

4.1.4 Personnel Responsibilities

4.1.4.1 General

DMH shall be responsible for the hiring, scheduling, promoting, compensating, disciplining (other than academic discipline) and terminating DMH Personnel. DMH shall use its best efforts to ensure that the job description for each physician to be hired by DMH to practice in DMH Facilities shall correspond to University's criteria for faculty appointments, as appropriate. DMH shall consult

with University concerning reassignment of Faculty to those DMH Facilities in which their clinical services are most needed.

4.1.4.2 Coordination and Discipline of University Personnel

To the extent permitted by law and DMH policy, DMH shall promptly inform University of any adverse actions by DMH against University Personnel with respect to DMH employment status or medical staff status, which might affect the individual's right or ability to participate in a University Training Program, or provide client care in any DMH Facility. DMH shall coordinate and work with University to address such matters.

4.1.4.3 Discipline of DMH Personnel

DMH shall be responsible for the discipline of DMH Personnel, including DMH Housestaff and other students, other than academic discipline, in accordance with section 3.1.3.1.5. DMH shall seek the cooperation of University in any disciplinary matter in which DMH Personnel perform services under this Agreement and shall investigate any University complaints regarding DMH Personnel to determine the necessity for appropriate action. If a complaint provides reasonable grounds to believe that the safety of any person in DMH Facilities may be at risk, then, consistent with established DMH civil service rules, DMH procedures, DMH shall exclude or temporarily reassign such DMH Personnel from DMH Facilities, pending resolution of the complaint. This provision does not preclude University from taking disciplinary action in accordance with section 3.1.3.1.5.

4.1.4.4 Health and Safety of University Personnel

DMH shall protect the health and safety of University Personnel and other professional students on rotation at DMH Facilities by providing all University Personnel with the following:

4.1.4.4.1 DMH Security Information

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

4.1.4.4.2 Infection Control Procedures

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

4.1.4.4.3 Emergency Treatment

First aid and other emergency treatment at an appropriate facility, including immediate evaluation for risk of infection and appropriate follow-up care of University Personnel in the event of a needlestick injury or other exposure of Housestaff/Medical and other Students to blood or body fluids or airborne contaminants. In the case of suspected or

confirmed exposure to the human immuno-deficiency virus ("HIV") or hepatitis, such follow-up care shall be consistent with DMH policies and the current guidelines of the Centers for Disease Control and Prevention ("CDC") and the community's standard of care. Information regarding the CDC guidelines may be obtained by calling the CDC directly. The initial care and administration of testing and prophylactic therapy shall be provided by DMH. Subsequent care of University Personnel shall be paid pursuant to the mutual agreement of Parties.

4.1.4.4.4 Facilities

Information concerning provision of parking, meals, lockers, and appropriate access to lounge, restrooms and shower facilities, as applicable.

4.1.5 Real and Personal Property

Unless prohibited by DMH Director, University shall be permitted to use such real and personal property of DMH as necessary in fulfilling its obligations hereunder.

4.1.6 Training and Teaching Programs

4.1.6.1 Accreditation of DMH and University Training Programs

DMH shall cooperate with University in order to maintain accreditation of any DMH Training Program with which University is involved pursuant to this Agreement. DMH shall cooperate with University's activities in maintaining accreditation of any University Training Program implemented, in whole or in part, in DMH Facilities and shall notify University of any matters to its knowledge that may compromise such accreditation.

4.1.6.2 DMH Housestaff in University Programs

DMH Housestaff and other professional students rotating through University facilities and programs as part of their graduate medical or professional education shall be subject to all appropriate supervisory and regulatory requirements applicable to University Housestaff and other professional students participating in such programs, including requirements regarding medical records and quality assurance activities.

4.2 DMH Responsibilities Regarding Mental Health Services

4.2.1 Payment for Services

DMH shall pay for Mental Health Services as provided in section 6.2 "Financial Provisions regarding the Provision of Mental Health Services".

5 JOINT RESPONSIBILITIES OF UNIVERSITY AND DMH

Section 5 is divided into two sections. Section 5.1 ("Joint Responsibilities Regarding Academic and Medical Teaching Services") applies only to Academic and Medical Teaching Services. Section 5.2 ("Joint Responsibilities Regarding Mental Health Services") applies only to Mental Health Services.

5.1 Joint Responsibilities Regarding Academic and Medical Teaching Services

5.1.1 Joint Mental Health Operations Committee

Parties shall establish a supervisory committee for the Academic and Medical Teaching Services Programs: the Joint Mental Health Operations Committee ("Committee"). The parties acknowledge and agree that each party shall commit sufficient personnel, time, and resources in order to fulfill the responsibilities assigned to the Committee. The parties further acknowledge and agree that each party's participation in Committee activities shall not be reimbursed by the other party.

5.1.1.1 Composition of Joint Mental Health Operations Committee

The Committee shall include the University Administrator and Academic Administrator, the DMH Administrator and Academic Administrator, and additional members as appointed in equal proportion by the University and DMH. University appointees shall be appointed by the Executive Chair, Department of Psychiatry and Biobehavioral Research, UCLA Medical School. DMH appointees shall be appointed by DMH Director.

The University and DMH Academic Administrators shall co-chair all meetings. Initial appointments shall be made within thirty (30) days following execution of this Agreement.

The Committee may create and delegate its responsibilities to subcommittees, unless otherwise specified. However, unless otherwise specified, any subcommittee must maintain the equal proportion of University and DMH appointees.

5.1.1.2 Meetings

The Committee shall meet as needed, but at least quarterly.

5.1.1.3 Protocol

The Committee shall address issues relating to DMH Facilities and to the performance of the Academic and Medical Teaching Services under this Agreement. The Committee shall address matters of joint concern among any of DMH's affiliates, facilitate communication and permit deliberation on issues relevant to the affiliations. Parties anticipate that most committee decisions shall be made by consensus. Either Party, or with respect to the Committee, any other university represented, may propose agenda items. Parties shall consider any Committee analyses and recommendations before acting on matters of joint concern. Parties recognize that each Party retains final control over its own staffing and program decisions, except where otherwise specified.

5.1.1.4 Joint Mental Health Operations Committee Responsibilities

The Committee shall be responsible for the following activities, as set forth in sections 5.1.1.4.1 through 5.1.1.4.5 below, to the extent necessary to implement

the services set forth in the individual addenda to this Agreement. These responsibilities may be modified or amended by the individual addenda.

5.1.1.4.1 Strategic Planning

The Committee shall conduct strategic planning addressing the staffing levels, scope, and content of Academic and Medical Teaching Services, taking into account the needs of DMH Facilities, and its constituents, the topics to be covered, the efficacy of individual programs, the educational objectives of University, DMH's objectives under the Section 1115 Waiver, and the changing mental health care environment.

5.1.1.4.2 Outcomes Evaluation

The Committee shall develop appropriate outcome measures to assess the effectiveness of any Academic and Medical Teaching Services provided by University.

Based upon these measures, the Committee shall conduct an annual evaluation assessing the effectiveness of the program and provide a written report of these assessments to the Director. This report shall specifically identify the efficacy of each individual program element, so that program modifications and improvements may be developed and incorporated to this Agreement on an annual basis.

5.1.1.4.3 Session Content and Scheduling

Proposed session content and scheduling shall be initially developed as provided in the individual Academic and Medical Teaching Services Programs. Once developed, the Committee shall be responsible for reviewing and approving session content and scheduling. The Committee may not delegate to a subcommittee its responsibilities under this paragraph.

In determining whether to approve session content and scheduling, the Committee shall ensure that:

a) Each quarterly schedule contains the following information: start time, date, location, a brief description of anticipated session content, and name and position of participating University personnel;

b) Each quarterly schedule does not substantially deviate from the previous schedule, unless such a deviation is deemed necessary by the Committee based upon its activities under sections 5.1.1.4.1 ("Strategic Planning") and 5.1.1.4.2 ("Outcomes Evaluation");

c) Session scheduling provides for adequate supervision at all times, based upon the skills, experience and seniority of University Housestaff, Medical Students, or other professionals providing services at DMH facilities under this Agreement, and in accordance with Medical Staff, DMH, and accreditation standards; and

d) Session content reflects the Committee's findings under sections 5.1.1.4.1 ("Strategic Planning") and 5.1.1.4.2 ("Outcomes Evaluation").

The Committee may modify any proposed session content or schedule as necessary to satisfy these criteria. Upon approval of the schedule, the Committee shall submit copies of the finalized schedule to the DMH Academic Administrator prior to the beginning of each year.

If the Committee is unable to agree on session content or scheduling, DMH Director may determine session content and scheduling after consultation with the University appointees on the Committee.

5.1.1.4.4 Resolution of Disputed Monthly Claims

As set forth in section 4.1.3.2 ("Certification of Monthly Claim"), the Committee shall be the penultimate level of administrative review of any disputes regarding the certification of monthly invoices.

5.1.1.4.5 Additional Issues

If requested by either party, the Committee may provide advisory opinions on the following issues:

a) Client service issues;

b) Quality of DMH and University Training Programs, Academic and Teaching Services, and DMH Facilities; and

c) Any significant threat to JCAHO accreditation of DMH Facilities (as related to this Agreement) or ACGME accreditation of DMH and University Training Programs.

5.1.2 Compliance and Cooperation

Parties shall work cooperatively in seeking to accomplish the purposes of this Agreement. DMH and University agree to work together to the extent feasible to balance University's academic mission and program needs with DMH's mission and objectives, including excellence in education of DMH staff, clinical care, accessibility of care, and the efficient utilization of resources. University and DMH Academic Administrator shall play pivotal roles in these efforts. University and DMH jointly shall train Faculty and Housestaff in, and oversee their compliance with, applicable Medicare and Medi-Cal billing guidelines with respect to physician services.

5.1.3 Annual Addenda

If appropriate and unless otherwise specified, the Parties shall make amendments to the Addenda at least six (6) months prior to the start of the new Contract Year. If Parties fail to reach such consensus on an Addendum, then the terms and conditions of the Addendum in effect immediately preceding the Contract Year in question shall remain in effect, except as otherwise called for by the Academic and Medical Teaching Services Programs.

5.1.4 Third Party Revenue

Each Party shall require personnel under its supervision to work cooperatively to enable the other to recover all available and appropriate third party reimbursement.

5.1.5 Avoidance of Detrimental Activities

Consistent with the need to maintain high quality clinical care and academic Training Programs, Parties shall seek to avoid activities that unnecessarily increase the costs or

decrease third party reimbursement for services provided at DMH Facilities. DMH shall use its best efforts to avoid cost reduction activities that harm Training Programs. Although University and DMH shall cooperate to resolve any conflicts that may arise between clinical and academic programs, DMH retains the sole right and responsibility to allocate its clinical resources as DMH deems appropriate, subject to DMH's obligations pursuant to section 4.1.3.5 ("Training Program Support").

5.1.6 Risk Management and Quality Improvement

To the extent permitted by law, Parties shall exchange information for risk management purposes, including incident reports, necessary to the defense of actions brought against DMH and University. As necessary in exchanging such information, Parties shall provide for protection of privileged information through joint confidentiality agreements for defense.

5.1.7 Faculty Distribution

DMH shall consult with University, and University shall cooperate with DMH within the bounds of its contractual obligations to facilitate the movement of Faculty to those DMH Facilities in which their services are most needed.

5.2 Joint Responsibilities Regarding Mental Health Services

5.2.1 Third Party Revenue

Each Party shall require personnel under its supervision to work cooperatively to enable the other to recover all available and appropriate third party reimbursement.

6 FINANCIAL PROVISIONS

Section 6 is divided into two sections. Section 6.1 ("Financial Provisions Governing the Provision of Academic and Medical Teaching Services") applies only to Academic and Medical Teaching Services. Section 6.2 ("Financial Provisions Governing the Provision of Mental Health Services") applies only to Mental Health Services.

6.1 Financial Provisions Governing the Provision of Academic and Medical Teaching Services

DMH shall pay University for Academic and Medical Teaching Services according to the provisions set forth in sections 6.1.1 through 6.1.5.

Notwithstanding these provisions, payment by DMH for services under section 2.1 ("Academic and Medical Training Services") will be subject to authorization by DMH Director and any applicable DMH policies and procedures. DMH shall timely provide University with information regarding DMH's payment authorization policies and procedures as necessary for University to correctly submit its claims to DMH.

6.1.1 Submission of Monthly Claim

University shall submit to DMH a "monthly claim" for any month during which Academic and Medical Teaching Services were provided. Each monthly claim shall be submitted within sixty (60) days of the last date these services were provided during the particular month.

The amount claimed shall reflect the number and type of sessions provided during the particular month, and the applicable rates. The number of sessions, session type and content, and session rate shall subject to the requirements and limitations of the Academic and Medical Teaching Services Programs.

The form and content of this monthly invoice shall be as specified by DMH. If a claim is not submitted as required by DMH, then the certification process described in section 6.1.2 ("Certification of Monthly Claim") shall not commence until DMH is in receipt of a complete and correct claim and such claim has been reviewed and approved by Director.

6.1.2 Certification of Monthly Claim

Upon receiving from University a complete and correct monthly claim, DMH shall promptly submit a copy to the Program Manager of any DMH Facility where Academic and Medical Teaching Services were provided during the month covered by the claim. The claim shall then be reviewed for certification according to the provisions and time limits section 4.1.3.2 ("Certification of Monthly Claim").

6.1.3 Payment Procedures

Upon certification of the claim by the Program Manager, DMH shall make payment to University for the certified Academic and Medical Teaching Services covered by the claim within 45 days of certification. If any portion of the claim is disputed by DMH, DMH shall timely pay University for the certified (undisputed) services contained on the claim and work diligently with University to resolve the disputed portion of the claim.

6.1.4 Amount of Payment

The amount of payment to be made to University by DMH for each session of Academic and Medical Teaching Services provided by University under this Agreement is set forth in the Addenda.

6.1.5 Hold Harmless by University of State and Clients if DMH Unable or Unwilling to Provide Payment

University agrees to hold harmless both the State and patient/client in the event DMH disputes or refuses to pay University for the Academic and Medical Teaching Services provided by University under this Agreement.

6.2 Financial Provisions Governing the Provision of Mental Health Services

DMH shall pay University for services provided under section 2.2 ("Mental Health Services") according to the provisions set forth in sections 6.2.1 through 6.2.25.

This section sets forth the various reimbursement models by which certain services and programs provided by the University under this agreement will be reimbursed by the DMH. The parties understand and agree that not all provisions of this section will be applicable to all services or programs covered by this Agreement. The provisions contained in this section 6.2 shall only apply to the extent they are expressly identified as applicable for a particular program or services in either this section 6.2 or an Addendum to this Agreement.

6.2.1 Reimbursement Models

6.2.1.1 Cost Reimbursement

DMH agrees to reimburse University during the term of the Agreement for the actual and allowable costs, less all fees paid by or on behalf of patients/clients receiving services/activities hereunder and all other revenue, interest and return resulting from services/activities and/or funds paid by DMH to University hereunder but not to exceed the Maximum Reimbursable Amount per visit as shown on the Financial Summary for the applicable Mental Health Services Program in the applicable Financial Exhibit column(s) and the maximum number of allowable visits stipulated in the Fee-For-Service Medi-Cal Specialty Mental Health Services Provider Manual when University is providing mental health services, specialty mental health services, and/or Title XIX Medi-Cal Administrative Activities hereunder in accordance with California Welfare and Institutions Code sections 5704, 5707, 5709, 5710, 5714, 5716, 5717, 5718, 5719, 5720, 5721, 5723, and 14132.44; California Code of Regulations Titles 9 and 22; SDMH Policy Letters; CR/DC Manual; RO/TCM Manual; DMH policies and procedures; and all other applicable Federal, State, and local laws, ordinances, rules, regulations manuals, guidelines, and directives.

6.2.1.2 EPSDT

DMH agrees to reimburse University during the term of this Agreement for providing EPSDT mental health services/activities over the State established baseline in accordance with Federal and State laws and regulations. Baseline increases imposed by the State will be imposed on the University in like percentages.

EPSDT funds are part of the Maximum Contract Amount(s) of this Agreement and shall be paid by DMH to University solely in DMH's capacity as the EPSDT claim intermediary between the University and the State.

Notwithstanding any other provision of this Agreement, in the event that University provides EPSDT services reimbursable under the State's EPSDT mandate claim process, in excess of the University's Fiscal Year **2002-2003** base of **$0**, University shall be paid by DMH from EPSDT funds upon receipt from the State. In the event that EPSDT funds are not available to pay EPSDT claims or that State denies any or all of the EPSDT claims submitted by DMH on behalf of University, University shall indemnify and hold harmless DMH for any and all liability for payment of any or all of the denied EPSDT claims or for the unavailability of EPSDT funds to pay for

EPSDT claims except to the extent that University can demonstrate that such denials were directly caused by the negligence of DMH. University shall be solely liable and responsible for all data and information submitted by University to DMH in support of all claims for EPSDT funds submitted by DMH as the fiscal intermediary.

6.2.1.3 Negotiated Rate

DMH agrees to reimburse University during the term of this Agreement for providing mental health services hereunder in accordance with California Welfare and Institutions Code sections 5704, 5705, 5707, 5709, 5710, 5714, 5716, 5717, 5718, 5719, 5720, 5721, 5723, and 14132.44; California Code of Regulations Titles 9 and 22; SDMH Policy Letters; CR/DC Manual; RO/TCM Manual; DMH policies and procedures; and all other applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives. Except for Title XIX Medi-Cal Administrative Activities, reimbursement shall be at the Negotiated Rate(s), as mutually agreed upon between DMH and University and approved by SDMH (for any Negotiated Rate funded in whole or in part by Title XIX Short-Doyle/Medi-Cal and/or State funds) and as shown on the Financial Summary less all fees paid by or on behalf of patients/clients receiving services hereunder and all other revenue, interest and return resulting from services/activities and/or funds paid by DMH to University hereunder.

6.2.2 Reimbursement for Initial Period

The Maximum Contract Amount for the Initial Period of this Agreement as described in section 7 ("Term and Termination") shall not exceed ONE DOLLAR ($1.00) per year and shall consist of County, State (excluding EPSDT), and/or Federal (excluding EPSDT and FFP) funds as shown in the applicable Financial Exhibit column(s) which are identified on the Financial Summary for the applicable Mental Health Services Program. Notwithstanding any other provision of this Agreement, in no event shall DMH pay University more than this Maximum Contract Amount for University's performance hereunder during the Initial Period.

6.2.3 Reimbursement if Agreement is Automatically Renewed

The Maximum Contract Amount for the Automatic Renewal Periods of this Agreement as described in section 7 ("Term and Termination") shall not exceed _____ dollars ($_____) and shall consist of County, State, and/or Federal (excluding Medicare Partial Hospitalization services) funds as shown in the applicable Financial Exhibit column(s) which are identified on the Financial Summary. This Maximum Contract Amount includes the Cash Flow Advance which is repayable through cash and/or appropriate SFC units and/or actual and allowable costs as authorized by other provisions of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall DMH pay University more than this Maximum Contract Amount for University's performance hereunder during any Automatic Renewal Period.

6.2.4 SDMH Approval of Negotiated Rate(s)

Pursuant to California Welfare and Institutions Code section 5716, SDMH's approval of each Negotiated Rate, which is funded in whole or in part by Federal and/or State funds, shall be obtained prior to the commencement date of this Agreement and prior to the beginning of any subsequent Fiscal Year or portion thereof that this Agreement is in effect. Each such Negotiated Rate shall be effective only upon SDMH approval. If SDMH approval is received after the commencement date of this Agreement or after the beginning of any subsequent Fiscal Year, SDMH approval may be retroactive. If any such negotiated rate is disapproved by SDMH for any Fiscal Year or portion thereof, University

shall be compensated for all Mental Health Services under this Agreement in accordance with the provisions of California Welfare and Institutions Code section 5716.

University understands that any Negotiated Rate funded in whole or in part by Title XIX Short-Doyle/Medi-Cal and/or State funds may include DMH's share of reimbursement for administrative support costs, including, but not limited to, quality assurance, utilization review, technical assistance, training, cost accounting, contract administration, other direct administrative activities which result because of contracting activities, medications, monitoring, revenue generation, and client data collection. DMH shall pay University for University's share of reimbursement for any such Negotiated Rate and shall retain DMH's share of reimbursement to pay for DMH's associated administrative support costs, if any.

6.2.5 Established Maximum Allowable Rates

Notwithstanding any other provision of this Agreement, DMH shall not be required to pay University more than the Established Maximum Allowable Rates for applicable Title XIX Short-Doyle/Medi-Cal SFC units. The Established Maximum Allowable Rates shall be those specified in the California Code of Regulations, Title 22, as authorized by California Welfare and Institutions Code section 5720.

Pursuant to section 0 ("SDMH Approval of Negotiated Rate(s)") and this section 6.2.5, the appropriate Established Maximum Allowable Rates in effect during the Initial Period of this Agreement or any Automatic Renewal Period shall be applicable to this Agreement when adopted by State.

The Established Maximum Allowable Rates shall not apply to SFC units that are wholly funded by CGF.

6.2.6 Shift of Funds

6.2.6.1 General

DMH control of funds shall be for each Financial Exhibit column(s) identified on the Financial Summary for the applicable Mental Health Services Program and in the amounts shown in that Financial Exhibit column(s) identified on this Financial Summary. University may utilize realignment funds within a financial exhibit column identified on a financial summary based upon client service needs. With Director's prior written approval, University may shift funds, on a dollar-for-dollar basis, from one Financial Exhibit column identified on the Financial Summary for the applicable Mental Health Services Program to another identified on this Financial Summary and within the applicable fiscal year.

6.2.6.2 Report by University and Approval by DMH

University shall make a written report in the applicable Fiscal Year for Director's written approval of a shift of funds from one Financial Exhibit column identified on the Financial Summary for the applicable Mental Health Services Program to another identified on the Financial Summary. Director shall approve or deny in writing a request to shift funds after a program review within ten (10) working days of the receipt of University's written request.

6.2.6.3 Conditions Permitting Shift of Funds

Before any shift of funds from one Financial Exhibit column identified on the Financial Summary for the applicable Mental Health Services Program to another identified on this Financial Summary under section 6.2.6 ("Shift of Funds") may be requested, University shall determine that the number of clients receiving services, as shown in the MIS reports, for the Financial Exhibit column identified on this Financial Summary whose amount is to be augmented, has been significantly greater during the preceding months than the number initially

projected. Such shifting of funds shall be on a dollar-for-dollar basis and as the Maximum Contract Amount of a particular Financial Exhibit column identified on this Financial Summary is augmented, there shall be a corresponding reduction in the Maximum Contract Amount of another Financial Exhibit column identified on this Financial Summary. Under no circumstances can the total Maximum Contract Amount of this Agreement be increased or decreased without a properly executed amendment.

6.2.7 EPSDT Title XIX Medi-Cal Services, Title XIX Short-Doyle/Medi-Cal Services, and Title XIX Medi-Cal Administrative Activities

6.2.7.1 Reimbursement of University by DMH

Except as otherwise provided in this Agreement, if University provides EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, then University shall be reimbursed by DMH for the eligible and Federal and State-approved EPSDT Title XIX Medi-Cal SFC units furnished to eligible Medi-Cal beneficiaries; and/or for the eligible and State-approved Title XIX Short-Doyle/Medi-Cal SFC units furnished to eligible Medi-Cal beneficiaries; and/or as determined by the State, for the actual and allowable costs of eligible and State-approved Title XIX Medi-Cal Administrative Activities only in arrears and only to the extent of actual EPSDT Title XIX Medi-Cal, and/or Title XIX Short-Doyle/Medi-Cal, and/or Title XIX Medi-Cal Administrative Activities payments made by the Federal and State governments to DMH for such service and activities.

6.2.7.2 Reimbursement basis for Title XIX Short-Doyle/Medi-Cal SFC Units and/or Title XIX Medi-Cal Administrative Activities Services

Each Fiscal Year of the term of this Agreement, such reimbursement for Title XIX Short-Doyle/Medi-Cal SFC units and/or for Title XIX Medi-Cal Administrative Activities shall be made as applicable on the basis of the current federal sharing ratio for (a) FFP funds which are part of the applicable Maximum Contract Amount of this Agreement and which are paid by DMH to University solely in DMH's capacity as the fiscal intermediary for such Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, and (b) local match from funds which are part of the applicable Maximum Contract Amount of this Agreement, and which qualify as eligible FFP match as shown in the applicable Financial Exhibit column(s) which are identified on the Financial Summary for the applicable Mental Health Services Program.

6.2.7.3 Reimbursement basis for EPSDT and Specialty Mental Health Services Title XIX Medi-Cal Services

Each Fiscal Year of the term of this Agreement, such reimbursement for EPSDT and Specialty Mental Health Services Title XIX Medi-Cal services shall be one hundred percent (100%) of the program funds which are part of the applicable Maximum Contract Amount of this Agreement and which are paid by DMH to University solely in DMH's capacity as the fiscal intermediary. EPSDT Title XIX Medi-Cal services shall be paid as applicable on the basis of the current federal match ratio for FFP funds and State matching general funds for EPSDT and only when such EPSDT Title XIX services exceed the individual University's base year minimum requirement as calculated by DMH using the State's Fiscal Year 1994-95 base year data as adjusted by the state. Specialty Mental Health Services should be paid as applicable on the basis of fifty percent Title XIX services FFP and fifty percent (50%) local match funds.

6.27.4 Compliance with Federal and State Reimbursement Requirements

Notwithstanding any other provision of the Agreement, if EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities are provided hereunder, such services and administrative activities shall comply with and be compensated in accordance with all applicable Federal and State reimbursement requirements.

6.27.5 DMH as Fiscal Intermediary and University Representative; Liability and Indemnity

If EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities are provided under the Agreement, University authorizes DMH to serve as the fiscal intermediary for claiming and reimbursement for such EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities, and to act on University's behalf with SDMH, SDHS and/or SDSS in regard to claiming reimbursement for EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities.

University shall be solely liable and responsible for all data and information submitted by University to DMH in support of all claims for EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities submitted by DMH as the fiscal intermediary to SDMH, SDHS and/or SDSS and for any subsequent state approvals or denials of such claims that may be based on data and information submitted by University except to the extent that University can demonstrate that such denials, unresolved claims, or audit disallowances were directly caused by the negligence of DMH. University shall process all EPSDT Title XIX Medi-Cal and/or Title XIX Short-Doyle/Medi-Cal Explanation of Balance ("EOB") or other data within the time frame prescribed by the state and federal governments. DMH shall have no liability for University's failure to comply with state and federal time frames.

Notwithstanding any other provision of this Agreement, University shall hold DMH harmless from and against any loss to University resulting from any such state denials, unresolved EOB claims, and/or any federal and/or state audit disallowances for such Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities except to the extent that University can demonstrate that such denials, unresolved claims, or audit disallowances were directly caused by the negligence of the DMH.

6.27.6 Indemnification by University for Denied Claims, Unresolved Claims, and Audit Disallowances

University shall hold DMH harmless from and against any loss to University resulting from any such state denials, unresolved EOB claims, and/or any federal and/or state audit disallowances for such EPSDT Title XIX Medi-Cal services, except to the extent that University can demonstrate that such denials, unresolved claims, or audit disallowances were directly caused by the negligence of DMH.

6.27.7 University Liabilities and Responsibilities

Notwithstanding any other provision of this Agreement, University shall be totally liable and responsible for: (a) the accuracy of all data and information on all claims for EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services which University inputs into MIS, (b) the accuracy of all data and

information which University provides to DMH, and (c) ensuring that all EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities are performed appropriately within Medi-Cal guidelines, including, but not limited to, administration, utilization review, documentation, and staffing.

6.2.7.8 Identification by University of Services to be Claimed by DMH for Reimbursement; University Maintenance of Audit File

As the State designated Short-Doyle/Medi-Cal fiscal intermediary, DMH shall submit a claim to SDMH for EPSDT Title XIX Medi-Cal, and/or Title XIX Short-Doyle/Medi-Cal reimbursement only for those services entered by University into MIS which are identified by University as "Y". The "Y" means that the service provided is to be claimed by DMH to Short-Doyle/Medi-Cal. University shall comply with all written instructions from DMH and/or State regarding EPSDT Title XIX Medi-Cal, and/or Title XIX Short-Doyle/Medi-Cal claiming and documentation.

University shall maintain an audit file documenting all EPSDT Title XIX Medi-Cal, and/or Title XIX Short-Doyle/Medi-Cal services as instructed by DMH for a period of seven (7) years from the end of the Fiscal Year in which such services were provided or until final resolution of any audits, whichever occurs later.

6.2.7.9 DMH Responsibilities as Fiscal Intermediary regarding Title XIX Claims and Documentation

DMH is the State designated fiscal intermediary for EPSDT Title XIX Medi-Cal services, Title XIX Short-Doyle/Medi-Cal services, and Title XIX Medi-Cal Administrative Activities. University shall comply with all written instructions from DMH regarding any such Title XIX claims and documentation. University shall certify in writing that all necessary Title XIX documentation exists at the time any such claims for EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities are submitted by University to DMH.

University shall maintain all records, including, but not limited to, all time studies prepared by University, documenting all EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities as instructed by DMH for a period of seven years from the end of the quarter in which such services were provided or until final resolution of any audits, whichever occurs later.

6.2.7.10 Modification by DMH of Claiming System

DMH may modify the claiming systems for either EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities at any time in order to comply with changes in, or interpretations of, State or Federal laws, rules, regulations, manuals, guidelines, and directives. When possible, DMH shall notify University in writing of any such modification and the reason for the modification thirty (30) days prior to the implementation of the modification.

6.2.7.11 EPSDT Title XIX Medi-Cal and Title XIX Short-Doyle/Medi-Cal Reconciliation Report

Prior to fourteen and one-half (14.5) months after the close of each Fiscal Year, University shall provide DMH with two (2) copies of an accurate and complete EPSDT Title XIX Medi-Cal and Title XIX Short-Doyle/Medi-Cal Reconciliation

Report at the legal entity level for each of University's Short-Doyle/Medi-Cal provider numbers which are part of the legal entity, for all EPSDT Title XIX Medi-Cal, and/or Title XIX Short-Doyle/Medi-Cal SFC units furnished and State-approved during the applicable Fiscal Year. Each such EPSDT Title XIX Medi-Cal and Title XIX Short-Doyle/Medi-Cal Reconciliation Report shall be prepared by University in accordance with all SDMH instructions and shall be certified in writing by University's Chief Executive Officer. If University does not so provide DMH with the EPSDT Title XIX Medi-Cal and Title XIX Short-Doyle/Medi-Cal Reconciliation Report within such fourteen and one-half (14.5) months, then Director, in his sole discretion, shall determine which State approved EPSDT Medi-Cal, and/or Short-Doyle/Medi-Cal data shall be used by DMH for completion of the EPSDT Title XIX Medi-Cal and Title XIX Short-Doyle/Medi-Cal Reconciliation Report.

6.2.7.12 EPSDT Title XIX Medi-Cal Services, Title XIX Short-Doyle/Medi-Cal Services, Title XIX Medi-Cal Administrative Activities Overpayment Recovery Procedures

University shall repay to DMH the amount, if any, paid by DMH to University for EPSDT Title XIX Medi-Cal services, Title XIX Short-Doyle/Medi-Cal services, and Title XIX Medi-Cal Administrative Activities which are found by County, State, and/or Federal governments not to be reimbursable.

For Federal audit exceptions, Federal audit appeal processes shall be followed. DMH recovery of Federal overpayment shall be made in accordance with all applicable Federal laws, regulations, manuals, guidelines, and directives.

For State audit exceptions, DMH shall immediately recover any overpayment from University when the State recovers the overpayment from DMH.

For DMH audit exceptions, DMH shall immediately recover the overpayment from University thirty (30) days from the date of the applicable audit determination by Director.

University shall pay DMH according to the method described in section 6.2.19 ("Payments Due to DMH/Method of Payment").

6.2.8 Funding Sources

6.2.8.1 Limitation of Funding

County, State, and/or Federal funds shall be limited to and shall not exceed the respective amounts shown in the applicable Financial Exhibit column(s) which are identified on the Financial Summary for the applicable Mental Health Services Program. DMH funds include the portion of Cash Flow Advance and is repayable through cash, and/or DMH SFC units, and/or approved EPSDT Title XIX Medi-Cal units of service, approved Title XIX Short-Doyle/Medi-Cal SFC units, and/or approved Title XIX Medi-Cal Administrative Activities units of activities.

6.2.8.2 Reimbursement Method of Payment

The reimbursement method of payment for the respective DMH, State and/or Federal funding source(s) is shown in the applicable Financial Exhibit column(s) which are identified on the Financial Summary for the applicable Mental Health Services Program.

6.2.8.3 Limitation on Funds Disbursed by DMH

The combined CGF and any other funding sources shown in the Financial Exhibit column(s) identified on the Financial Summary for the applicable Mental Health Services Program as funds to be disbursed by DMH shall not total more than the Maximum Contract Amount for the applicable period of the Agreement term as specified in sections 6.2.2, ("Reimbursement For Initial Period"), and 6.2.3, ("Reimbursement If Agreement Is Automatically Renewed").

6.2.8.4 EPSDT Title XIX Medi-Cal Services State and FFP Funds, Title XIX Short-Doyle/Medi-Cal Services FFP Funds, and Title XIX Medi-Cal Administrative Activities FFP Funds

DMH funds include Cash Flow Advance which is repayable through cash and/or DMH SFC units, and/or approved EPSDT Title XIX Medi-Cal SFC units, and/or approved Title XIX Short-Doyle/Medi-Cal SFC units, and/or approved Title XIX Medi-Cal Administrative Activities units of activities.

Notwithstanding any other provision of this Agreement, EPSDT Title XIX Medi-Cal and FFP funds shall be paid by DMH to University solely in DMH's capacity as the fiscal intermediary for EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities. In no event shall DMH be liable or responsible to University for any payment for any disallowed EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities.

EPSDT Title XIX Medi-Cal and FFP funds shall be subject to all applicable Federal and State laws, rules, regulations, manuals, guidelines, and directives.

6.2.8.5 Maximizing Federal Reimbursement through Matching Funds to FFP Component for Title XIX Short-Doyle/Medi-Cal Services and/or Title XIX Medi-Cal Administrative Activities

To the extent permitted by Federal law, certain funds, as designated in the Financial Exhibit column(s) which are identified on the Financial Summary for the applicable Mental Health Services Program, may be used to match the FFP component of reimbursement for Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities in order to achieve the maximum federal reimbursement possible for mental health services and administrative activities provided under this Agreement.

6.2.9 Government Funding Restrictions

This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may in any way affect the provisions or funding of the Agreement. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the federal government which may in any way affect the provisions or funding of the Agreement.

6.2.10 Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, And Interest

6.2.10.1 University Compliance with County, State, and Federal Requirements and Procedures

University shall comply with all County, state, and federal requirements and procedures, as described in California Welfare and Institutions Code sections 5709, 5710 and 5721, relating to: (a) the determination and collection of

patient/client fees for services hereunder based on UMDAP and DMH's Revenue Manual, (b) the eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicare, private insurance, or other third party revenue, and (c) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. University shall vigorously pursue and report collection of all patient/client and other revenue.

6.2.10.2 Use of Fees Limited to Delivery of Specified Mental Health Service Units

All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by University only for the delivery of mental health service units specified in the Agreement.

6.2.10.3 Reimbursement for Title XIX Medi-Cal Administrative Activities

If University provides Title XIX Medi-Cal Administrative Activities funded by Title XIX pursuant to California Welfare and Institutions Code section 14132.44 under section 2.2 ("Mental Health Services"), then University shall ensure that FFP reimbursement for such Title XIX Medi-Cal Administrative Activities shall be utilized by University only for the provision of Title XIX Medi-Cal Administrative Activities.

6.2.10.4 University Use of Unanticipated Revenue

University may retain unanticipated revenue, which is not shown in University's Negotiation Package for the Agreement, for a maximum period of one (1) Fiscal Year, provided that the unanticipated revenue is utilized for the delivery of mental health service units specified in the Agreement. University shall report the Mental Health Services funded by this unanticipated revenue in the Annual Cost Report submitted by University to DMH. The Annual Cost Report shall be prepared as instructed by State and DMH.

6.2.10.5 University Retention of Fees Paid by Any Resources for or on Behalf of Medi-Cal Beneficiaries

University shall not retain any fees paid by any resources for or on behalf of Medi-Cal beneficiaries without having those fees deducted from the cost of providing the mental health service units specified in the Agreement.

6.2.10.6 University Retention of Interest

University may retain any interest and/or return which may be received, earned or collected from any funds paid by DMH to University, provided that University shall utilize all such interest and return only for the delivery of mental health service units specified in the Agreement.

6.2.10.7 Remedies for University Failure to Report All Claims and Fees Received

Failure of University to report in all its monthly claims and in its Annual Cost Report all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, all unanticipated revenue not shown in University's Negotiation Package for the Agreement, and all interest and return on funds paid by DMH to University, shall result in: (a) University's submission of a revised claim statement showing all such nonreported revenue, (b) a report by

DMH to SDMH of all such nonreported revenue, (c) a report by DMH to the Federal Health Care Financing Administration ("HCFA") should any such unreported revenue be paid by any resources for or on behalf of Medi-Cal beneficiaries, and/or (d) any appropriate financial adjustment to University's reimbursement.

6.2.11 Payment

6.2.11.1 Submission by University of Monthly Claim

For each month of the term of the Agreement, University shall submit to DMH a claim for each applicable Financial Exhibit column identified on the Financial Summary and Rate Schedule for the applicable Mental Health Services Program, in the form and content specified by DMH. Each monthly claim shall be submitted within sixty (60) days of University's receipt of DMH's MIS reports for the last date mental health services were provided during the particular month, within sixty (60) days of the last date Title XIX Medi-Cal Administrative Activities were provided during the particular month and/or within sixty (60) days of the last date Academic and Medical Teaching Services were provided during the particular month.

6.2.11.1.1 Cost Reimbursement

University's monthly claim to DMH shall show all University's actual and allowable costs and all other revenue, interest and return resulting from services/activities and/or funds paid by DMH to University hereunder for the particular month. DMH may make provisional reimbursement, subject to final settlement to cost. All provisional reimbursement shall be based upon specialty mental health services actually provided as shown on DMH's Claims Systems reports. University certifies that all units of service claimed by University on a provisional reimbursement basis are true and accurate claims for reimbursement.

6.2.11.1.2 Negotiated Rate

University's monthly claim to DMH shall be separately itemized by each SFC to show the payment calculation for each SFC by multiplying the SFC units as shown on MIS reports by the applicable Negotiated Rate for such SFC as shown on the Financial Summary for the applicable Mental Health Services Program, except that for PATH and SAMHSA services, University's monthly claim shall show University's actual and allowable costs, less all fees paid by or on behalf of patients/clients receiving services hereunder and all other revenue, interest and return resulting from services/activities and/or funds paid by DMH to University hereunder.

6.2.11.1.2.1 Denial of Payment for Deficient Services

DMH shall have the option to deny payment for services when documentation of clinical work does not meet minimum State and County standards.

6.2.11.12.2 **Amount of Final Reimbursement; Provisional Reimbursement**

Final reimbursement to University shall not exceed the listed rates as shown on the Financial Summary. Provisional reimbursement to University shall be at the State established Title XXII rates for CPT codes. At cost report, provisional reimbursement will be adjusted to actual cost not to exceed the rates shown on the Financial Summary for the applicable Mental Health Services Program and shall be considered payment in full, subject to third party liability and beneficiary share of cost, for the specialty mental health services provided to a beneficiary. Reimbursement shall be made only for Medi-Cal services approved by the SDHS and to the extent that funds allocated by State for County specifically for these services are available.

6.2.11.2 **Approval and Payment by DMH**

On the basis of this monthly claim and after Director's review and approval of the monthly claim, University shall receive from DMH payment of University's claimed amount for Negotiated Rate services, actual and allowable costs for all cost reimbursed services and activities, and claimed amount for services provided under section 2.1 ("Academic and Medical Teaching Services"), less all revenue, interest and return resulting from services/activities and/or funds paid by DMH to University hereunder, including, but not limited to, all Medicare, patient/client fees, private insurance, and any other revenue, interest and return as described in section 6.2.10 ("Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest").

The monthly claim and subsequent payment shall be made in accordance with DMH policies and procedures. If a claim is not submitted as required by DMH, then payment shall be withheld until DMH is in receipt of a complete and correct claim and such claim has been reviewed and approved by Director.

If University has received any Cash Flow Advance pursuant to Subparagraph 6.2.11.10 (Cash Flow Advances In Expectation of Services/Activities To Be Rendered), then Director may, in his discretion, at any time, make adjustments to any of University's monthly claims as necessary to ensure that University shall not be paid by DMH a sum in excess of the amount determined by multiplying the SFC units as shown on MIS reports by the applicable NR for such SFC as shown on the Financial Summary for NR services and/or University's actual and allowable costs of providing mental health services and Title XIX Medi-Cal Administrative Activities and/or a sum in excess of the amount determined by multiplying the Capitated Rate by the applicable enrolled individuals/members for Capitated Rate Contractors, or the Maximum Contract Amount for such Fiscal Year as shown in Subparagraphs 6.2.2 (Reimbursement for Initial Period) or 6.2.3 (Reimbursement If Agreement Is Automatically Renewed), whichever is less, less all revenue, interest and return resulting from services/activities and/or funds paid by DMH to University hereunder. University may request in writing, and shall receive if requested, DMH's computations for determining any adjustment to University's monthly claim.

University may request in writing, and shall receive if requested, DMH's computations for determining any adjustment to University's monthly claim.

6.2.11.3 Subsequent Adjustment of Monthly Claims

All monthly claims shall be subject to adjustment based upon the MIS reports, EOB data, and/or University's Annual Cost Report which shall supersede and take precedence over all claims.

6.2.11.4 MIS Basis for Monthly Claims

All monthly claims shall be based on mental health services actually provided as shown on MIS reports or invoices for services rendered and/or Title XIX Medi-Cal Administrative Activities actually provided as shown by State-approved time studies prepared or actual and allowable costs for State approved units of activities reported by University. University certifies that all units of services reported by University into MIS are true and accurate claims for reimbursement.

6.2.11.5 EPSDT Title XIX Medi-Cal funds and Title XIX Short-Doyle/Medi-Cal Funds; EPSDT Title XIX Medi-Cal FFP Funds

EPSDT Title XIX Medi-Cal funds and Title XIX Short-Doyle/Medi-Cal funds shall be paid by DMH to University only for State-approved claims for EPSDT Title XIX Medi-Cal and/or Title XIX Short-Doyle/Medi-Cal SFC units provided to eligible Medi-Cal beneficiaries. EPSDT Title XIX Medi-Cal FFP funds shall be paid by DMH to University only in arrears, only for the period of time University is certified as a Title XIX Short-Doyle/Medi-Cal provider, only to the extent that eligible FFP matching funds are available under the Agreement, and only after DMH has received EPSDT and FFP payment from State.

6.2.11.6 Title XIX Medi-Cal Administrative Activities FFP Funds

Title XIX Medi-Cal Administrative Activities FFP funds shall be paid by DMH to University only for State-approved claims for Title XIX Medi-Cal Administrative Activities based on time studies prepared or actual and allowable costs for units of activities reported by University. Title XIX Medi-Cal Administrative Activities FFP funds shall be paid by DMH to University only in arrears and only if University is authorized as a Title XIX Medi-Cal Administrative Activities provider, only to the extent that eligible FFP matching funds are available under the Agreement, and only after DMH has received FFP payment from State.

6.2.11.7 Payment By DMH to University of EPSDT and FFP Funds

EPSDT and FFP funds shall be paid by DMH to University solely in DMH's capacity as the fiscal intermediary for EPSDT Title XIX Medi-Cal services, Title XIX Short-Doyle/Medi-Cal services, and Title XIX Medi-Cal Administrative Activities. Each Fiscal Year of the term of this Agreement, DMH shall pay to University FFP funds only to the extent that the applicable Maximum Contract Amount has eligible State and/or local funds which qualify as the match to FFP, as required by federal and/or State laws, regulations, manuals, guidelines, and directives.

6.2.11.8 Payment by DMH to University of EPSDT Title XIX Medi-Cal Services Funds, Title XIX Short-Doyle/Medi-Cal Services FFP Funds, Title XIX Medi-Cal Administrative Activities FFP Funds

EPSDT Title XIX Medi-Cal services funds, Title XIX Short-Doyle/Medi-Cal services FFP funds, and Title XIX Medi-Cal Administrative Activities FFP

funds, are part of the Maximum Contract Amount(s) of this Agreement and are paid by DMH to University under this Agreement. Such funds shall be paid by DMH to University solely in DMH's capacity as the fiscal intermediary for EPSDT Title XIX Medi-Cal services, Title XIX Short-Doyle/Medi-Cal services, Title XIX Medi-Cal Administrative Activities. Each Fiscal Year of the term of the Agreement, DMH shall pay to University EPSDT Title XIX Medi-Cal services, and/or Title XIX Short-Doyle/Medi-Cal services, and/or Title XIX Medi-Cal Administrative Activities funds only to the extent required by Federal laws, regulations, manuals, guidelines, and directives.

6.2.11.9 Payment by DMH to University of EPSDT-State General Funds (SGF) and Medi-Cal FFP

DMH pays any EPSDT-SGF (Early and Periodic Screening, Diagnosis, and Treatment–State General Funds) local matching funds in excess of the EPSDT baseline as identified in Section 6 (FINANCIAL PROVISIONS), Subsection 6.2.1.2 (EPSDT) and Medi-Cal Federal Financial Participation Funds (FFP) to University solely in DMH's capacity as the EPSDT-SGF and FFP intermediary between the University and the State. Solely to assist DMH in expeditiously processing and initially paying University (because of the internal accounting necessity for appropriation authority) for such claims for payment pending reimbursement from the State, the Maximum Contract Amount(s) of this Agreement for the applicable Mental Health Services Program shall include EPSDT-SGF and/or FFP. This will establish legal authorization by the Board of Supervisors to make expenditures for the services and/or activities identified on the Financial Summary and Service Exhibit(s) of this Agreement, pending reimbursement by the State. To the extent University exceeds the EPSDT-SGF and/or FFP amount(s) included in this Agreement, such excess will be paid to University only upon Contract Amendment approved by the Board of Supervisors, or from an Appropriation Account set up to record the Board's specific authorization to spend EPSDT-SGF and FFP in excess of the Maximum Contract Amount(s).

University understands and agrees that DMH's assistance in processing and, as an intermediary for the State and Federal governments, initially paying for EPSDT-SGF and FFP in accordance with the above is subject to reimbursement from the State and does not render DMH in any way responsible for the substantive obligation to be ultimately fiscally responsible for payment for University's claims for payment for these services except to the extent that University can demonstrate that such denials, unresolved claims, or audit disallowances were directly caused by the negligence of DMH. University's entitlement to payment for such services, or claimed services, is entirely dependent upon compliance with the law and regulations related to same. In the event of a dispute regarding entitlement for payment, University agrees that DMH is not liable for payment for such claims and will not pursue any such claims for payment against DMH.

6.2.11.10 Cash Flow Advances In Expectation of Services/Activities To Be Rendered

For each month of each fiscal year, DMH will reimburse University based upon the County and/or State and/or Federal government(s) processing of the reimbursement claims for rendered services/activities submitted by University to the DMH subject to claim edits, and future settlements and audit processes. However, for each month of each fiscal year not to exceed three (3) or five (5) consecutive months, or portion thereof, as described below, and for such month the County and/or State and/or Federal government(s) have not made

payment, and/or such payment is less than 1/12th of the Maximum Contract Amount, University may request in writing from DMH a monthly County General Fund Cash Flow Advance as herein described.

Cash Flow Advance shall consist of, and shall be payable only from, the Maximum Contract Amount appropriation approved by County's Board of Supervisors for the particular fiscal year in which the costs are to be incurred and upon which the request(s) is (are) based.

Cash Flow Advance is intended to provide cash flow to University pending University's rendering and billing of eligible services/activities, as identified in Addendum D, Section D2 (DESCRIPTION OF SERVICES/ACTIVITIES) of this Agreement, to the County and/or State and/or Federal government(s), and the County and/or State and/or federal government(s) have made payment for such services/activities. University may request each monthly Cash Flow Advance only for such services/activities and only when there is no reimbursement from other public or private sources for such services/activities.

The Cash Flow Advance amount for any particular month will be reduced by DMH payments of actual reimbursement claims received by DMH from the University. The DMH's claims payment process is initiated immediately upon DMH receipt from University of a reimbursement claim. If such University reimbursement claim is received at any time during either the initial three (3) or two (2) additional consecutive months, the monthly payment to University will include the payment for such actual reimbursement claim thereby reducing the Cash Flow Advance disbursement amount for that particular month.

Cash Flow Advance is based upon the following:

(1) Each month of each fiscal year not to exceed three (3) consecutive months, or portion thereof, that this Agreement is in effect, University may request, separately for each month, in writing from DMH a monthly County General Fund Cash Flow Advance for any funds which may be part of the Maximum Contract Amount for such fiscal year as identified on the Financial Summary Page. University shall specify in their request the amount of the monthly Cash Flow Advance not to exceed **$**_____ per month and the total Cash Flow Advance for the three (3) months shall not exceed **$**_____.
The Cash Flow Advance monthly amount is 1/12th of Maximum Contract Amount as identified on the Financial Summary Page, annualized Maximum Contract Amount if a partial year.

(2) University providing EPSDT Short-Doyle Medi-Cal services as part of this Agreement, may for two (2) additional consecutive months, or portion thereof, that this Agreement is in effect, request, separately for each month, in writing from DMH a monthly County General Fund Cash Flow Advance for any FFP and/or EPSDT-SGF funds designated for clients less than 21 years of age which may be part of the Maximum Contract Amount for such fiscal year as shown on the Financial Summary Page. University shall specify in their request the amount of the monthly Cash Flow Advance not to exceed **$**_____ per month for each of the two (2) additional consecutive months and the total Cash Flow Advance for the two (2) additional consecutive months shall not exceed **$**_____.
The Cash Flow Advance monthly amount for each of the two (2) consecutive months is:

(1) 1/12th of the Maximum Contract Amount for EPSDT-SGF as identified on the Financial Summary Page, annualized Maximum Contract Amount if a partial year plus;

(2) An amount equal to the 1/12th of the Maximum Contract Amount for EPSDT-SGF that is the Cash Flow Advance component for the anticipated FFP financial participation to be provided by the federal government for services provided to EPSDT Medi-Cal beneficiaries.

Upon receipt of a request, Director, in his sole discretion, shall determine whether to approve the Cash Flow Advance request and, if approved, whether the request is approved in whole or in part. The time schedules and examples for DMH claims payment, and the 3 and 5 months Cash Flow Advance disbursement(s) and University repayment of Cash Flow Advance funds to DMH by means of a County offset to University claims to DMH are incorporated herein as Attachment I.

DMH identifies if University's units of service and State FFP & EPSDT-SGF approvals are meeting or exceeding the contracted levels and if not Cash Flow Advance recovery is initiated to ensure University completes repayment of the Cash Flow Advance with units of services by the time the University's fiscal year's twelfth month of claims are received and processed.

Any County and/or State and/or Federal government(s) approved University reimbursement claims for eligible services/activities in excess of the actual unpaid Cash Flow Advance DMH to University will be disbursed in accordance with the terms and conditions of this Agreement.

Should University request and receive Cash Flow Advance, University shall exercise cash management of such Cash Flow Advance in a prudent manner.

6.2.12 Maximum Monthly Payment

DMH's Maximum Monthly Payment to University for each monthly claim shall not exceed an amount determined pursuant to DMH policies and procedures.

The State and FFP funds for State-approved claims for EPSDT Title XIX Medi-Cal SFC units claimed by DMH to State on behalf of the University shall be paid by DMH to University only in arrears and only after DMH has received State and FFP payment from State.

The FFP funds for State approved claims for EPSDT Title XIX Medi-Cal SFC units, and/or Title XIX Short-Doyle/Medi-Cal SFC units, and/or Title XIX Medi-Cal Administrative Activities claimed by DMH to State on behalf of the University shall be paid by DMH to University only in arrears and only after DMH has received FFP payment from State.

In order to recover CGF provided to University as Cash Flow Advance pursuant to this Subparagraph 6.2.12, or any amounts due to DMH by University under this Agreement or otherwise, DMH shall withhold from any amounts due by DMH to University under this Agreement or otherwise: (1) the FFP and/or EPSDT-SGF portions of total State approved Short-Doyle/Medi-Cal claims Cash Flow Advances that are in excess of a cumulative, for each month actual State approval data has been received, 1/12 of the Maximum Contract Amount and/or (2) the FFP portion of Title XIX Short-Doyle/Medi-Cal for State approved claims for Title XIX Short-Doyle/Medi-Cal SFC units and/or (3) the State and FFP portion of EPSDT Title XIX Medi-Cal for State approved claims for EPSDT Title XIX Medi-Cal SFC units and/or (4) the FFP for Title XIX Medi-Cal Administrative Activities and/or (5) the County, State and Federal portions of SFC units claimed by University in MIS for non-Title

XIX Medi-Cal services. University may request in writing, and shall receive if requested, DMH's computations for determining any amounts withheld.

6.2.13 Withholding of Payment for Nonsubmission of MIS and Other Information

DMH may withhold a maximum of ten percent (10%) of any monthly claim, if any MIS data, EOB data, RGMS report, or other information is not submitted by University to DMH within the time limits of submission of the Agreement or if any MIS data, EOB data, RGMS report, or other information is incomplete, incorrect, or is not completed in accordance with the requirements of the Agreement.

6.2.14 Annual Cost Reports

6.2.14.1 Provision by University of Annual Cost Report

For each Fiscal Year or portion thereof that the Agreement is in effect, University shall provide DMH with two (2) copies of an accurate and complete Annual Cost Report, with a statement of expenses and revenue. The annual cost report will be comprised of a separate set of forms for DMH and State for each Financial Exhibit column identified on the Financial Summary for the applicable Mental Health Services Program within each entity. Such reports will be due within seventy-five (75) days following either the end of such Fiscal Year or the expiration or termination date of the Agreement, whichever occurs earlier. Each such Annual Cost Report shall be prepared by University in accordance with the requirements set forth in the Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual, CR/DC Manual, RO/TCM Manual, and any other written guidelines which may be provided to University by Director by June 30th of the Fiscal Year for which the Annual Cost Report is to be prepared.

6.2.14.2 Suspension of Payment by DMH Upon Failure by University to Provide Annual Cost Report

If University fails to submit accurate and complete Annual Cost Report(s) by such due date, and if the Agreement is automatically renewed as provided in section 7 ("Term and Termination"), then DMH shall not make any further payments to University under the Agreement until the accurate and complete Annual Cost Report(s) is (are) submitted.

6.2.14.3 Late Penalty Upon Failure by University to Provide Annual Cost Report

Failure of University to submit accurate and complete Annual Cost Report(s) by such due date shall result in a late penalty of ONE HUNDRED DOLLARS ($100.00) for each day that the accurate and complete Annual Cost Report(s) is (are) not submitted. The late penalty shall be assessed separately on each outstanding Annual Cost Report. The late penalty shall commence on the seventy-sixth (76th) day following either the end of the applicable Fiscal Year or the expiration or termination date of the Agreement and shall continue thereafter up to the one hundred and fifth (105th) day.

In the event that University does not submit accurate and complete Annual Cost Report(s) by the one hundred and fifth (105th) day, then all amounts covered by the outstanding Annual Cost Report(s) and paid by DMH to University in the Fiscal Year for which the Annual Cost Report(s) is (are) outstanding shall be due by University to DMH. University shall pay DMH according to the method described in section 6.2.19 ("Payments Due to DMH/Method of Payment").

6.2.15 Annual Cost Report Adjustment and Settlement

Based on the Annual Cost Report(s) submitted pursuant to section 6.2.15 ("Annual Cost Report and Settlement"), at the end of each Fiscal Year or portion thereof that the Agreement is in effect, the cost of all mental health services and Title XIX Medi-Cal Administrative Activities rendered hereunder shall be adjusted as follows:

6.2.15.1 Cost Reimbursement

To actual and allowable costs, not to exceed the applicable Maximum Contract Amount as shown in sections 6.2.2 ("Reimbursement For Initial Period") or 6.2.3 ("Reimbursement If Agreement Is Automatically Renewed"), provided that reimbursement for Short-Doyle/Medi-Cal funded services shall be consistent with the amounts authorized by State law and State's Medicaid Plan, and reimbursement for Title XIX Medi-Cal Administrative Activities shall be consistent with the amounts authorized by State law and State's Title XIX Medi-Cal Administrative Activities Plan not to exceed the Maximum Contract Amount. Reimbursement for Title XIX Short-Doyle/Medi-Cal services and/or Title XIX Medi-Cal Administrative Activities shall not exceed an amount for which there is sufficient CGF/State match funds in the applicable Maximum Contract Amount.

6.2.15.2 Negotiated Rate

To the lower of the DMH determined final MIS run of reported SFC units, or the SFC units reported in University's Annual Cost Report, multiplied by the applicable negotiated rate less all revenue, interest and return resulting from services/activities and/or funds paid by DMH to University, including, but not limited to, all Medicare, patient/client fees, private insurance, and any other revenue, interest and return resulting from services/activities and/or funds paid by DMH to University as described in section 6.2.10 ("Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest"), not to exceed the applicable Maximum Contract Amount as shown in sections 6.2.2 ("Reimbursement For Initial Period") or 6.2.3 ("Reimbursement If Agreement Is Automatically Renewed"), provided that reimbursement for Title XIX Short-Doyle/Medi-Cal funded services shall be consistent with the amounts authorized by State law and State's Medicaid Plan, and reimbursement for Title XIX Medi-Cal Administrative Activities shall be consistent with the amounts authorized by State law and State's Title XIX Medi-Cal Administrative Activities Plan not to exceed the Maximum Contract Amount. Reimbursement for Title XIX Short-Doyle/Medi-Cal services and/or Title XIX Medi-Cal Administrative Activities shall not exceed an amount for which there is sufficient CGF/State match funds in the applicable Maximum Contract Amount. In the event that University adjustments based on any of the above methods indicate an amount due the DMH, University shall pay DMH according to the method described in section 6.2.11 ("Payment").

6.2.16 Post-Contract Audit Settlement

6.2.16.1 General

In the event of a post-contract audit conducted by County, state, and/or federal personnel, actual and allowable SFC units for negotiated rate services and actual and allowable costs for cost reimbursement services shall be determined for each fiscal year or portion thereof that the Agreement is in effect. Such audit may include requests to review any fiscal, programmatic, or SFC unit concerns County, State, and/or Federal auditors may have under the

Agreement. CR/DC Manual, RO/TCM Manual, SDMH's utilization review policies and procedures, State's Medicaid Plan, State's Title XIX Medi-Cal Administrative Activities Plan, and the Federal Health Care Financing Administration's Health Insurance Manual Volume 15 (HIM 15) shall serve as the basic reference and authority for the audit determination of actual and allowable SFC units for mental health services and actual and allowable costs for Title XIX Medi-Cal Administrative Activities and PATH and SAMHSA services. One of the purposes of the audit determination of actual and allowable SFC units is to identify and adjust for duplicated claims; SFC units not provided; SFC units not documented; and utilization review findings, including, but not limited to, unnecessary care and the lack of appropriate licensed practitioners of the healing arts.

6.2.16.2 If Amount Paid Exceeds Allowable Amount

For mental health services, if the post-contract audit conducted by County, state, and/or federal personnel determines that the amounts paid by DMH to University for any SFC units or other services furnished hereunder are more than the amounts allowable pursuant to the Agreement, then the difference shall be due by University to DMH.

For Title XIX Medi-Cal Administrative Activities, if the post-contract audit conducted by County, State, and/or Federal personnel determines that the actual and allowable costs for Title XIX Medi-Cal Administrative Activities furnished hereunder are more than the amounts allowable pursuant to the Agreement, then the difference shall be due by University to DMH. University shall pay DMH according to the method described in section 6.2.19 ("Payments Due to DMH/Method of Payment").

6.2.16.3 If Amount Paid Is Less Than Allowable Amount

For Negotiated Rate, CR, and other services, if the post-contract audit conducted by County, state, and/or federal personnel determines that the amounts paid by DMH to University for any Negotiated Rate SFC units furnished hereunder are less than the allowable pursuant to the Agreement and/or CR and other services, then the difference shall be paid by DMH to University, provided that in no event shall DMH's Maximum Contract Amount for the applicable Fiscal Year, as shown in sections 6.2.2 ("Reimbursement For Initial Period") or 6.2.3 ("Reimbursement If Agreement Is Automatically Renewed"), be exceeded.

For Title XIX Medi-Cal Administrative Activities, if the post-contract audit conducted by County, State, and/or Federal personnel determines that the actual and allowable costs for Title XIX Medi-Cal Administrative Activities furnished hereunder are less than the amounts reimbursable pursuant to the Agreement, then the difference shall be paid by DMH to University, provided that in no event shall DMH's Maximum Contract Amount for the applicable Fiscal Year, as shown in sections 6.2.2 ("Reimbursement For Initial Period") or 6.2.3 ("Reimbursement If Agreement Is Automatically Renewed"), be exceeded.

6.2.17 Audit Appeals after Post-Contract Audit Settlement

If University appeals any audit report, the appeal shall not prevent the post-contract audit settlement pursuant to section 6.2.16 ("Post-Contract Audit Settlement").

6.2.18 DMH Audit Settlements

If, at any time during the term of the Agreement or at any time after the expiration or termination of the Agreement, authorized representatives of DMH conduct an audit of University regarding the mental health services and/or Title XIX Medi-Cal Administrative Activities provided hereunder and if such audit finds that DMH's dollar liability for such services and/or administrative activities is less than payments made by DMH to University, then the difference shall be due by University to DMH. University shall pay DMH according to the method described in section 6.2.19 ("Payments Due to DMH/Method of Payment").

If such audit finds that DMH's dollar liability for such services and/or administrative activities provided hereunder is more than payments made by DMH to University, then the difference shall be paid to University by DMH by cash payment, provided that in no event shall DMH's Maximum Contract Amount for the applicable Fiscal Year, as shown in sections 6.2.2 ("Reimbursement For Initial Period") or 6.2.3 ("Reimbursement If Agreement Is Automatically Renewed"), be exceeded.

6.2.19 Payments Due to DMH/Method of Payment

Within ten (10) days after written notification by DMH to University of any amount due by University to DMH, University shall notify DMH as to which of the following six (6) payment options University requests be used as the method by which such amount shall be recovered by DMH. Any such amount shall be: (a) paid in one cash payment by University to DMH, (b) offset against prior year(s) liability(ies), (c) deducted from future claims over a period not to exceed three (3) months, (d) deducted from any amounts due from DMH to University whether under the Agreement or otherwise, (e) paid by cash payment(s) by University to DMH over a period not to exceed three (3) months, or (f) a combination of any or all of the above. If University does not so notify DMH within such ten (10) days, or if University fails to make payment of any such amount to DMH as required, then Director, in his sole discretion, shall determine which of the above six (6) payment options shall be used by DMH for recovery of such amount from University.

6.2.20 Interest Charges on Delinquent Payments

If University, without good cause as determined in the sole and reasonable judgment of Director, fails to pay DMH any amount due to DMH under the Agreement within sixty (60) days after the due date, as determined by Director, then Director, in his sole discretion and after written notice to University, may assess interest charges at a rate equal to DMH's Pool Rate, as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first (61st) day after the due date. University shall have an opportunity to present to Director information bearing on the issue of whether there is a good cause justification for University's failure to pay DMH within sixty (60) days after the due date. The interest charges shall be: (a) paid by University to DMH by cash payment upon demand and/or (b) at the sole discretion of Director, deducted from any amounts due by DMH to University whether under the Agreement or otherwise.

6.2.21 Financial Solvency

University shall maintain adequate provisions against the risk of insolvency.

6.2.22 Limitation of County's Obligation Due to Nonappropriation of Funds

Notwithstanding any other provision of this Agreement, DMH shall not be obligated for University's performance hereunder or by any provision of this Agreement during this or any of DMH'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 sections 6.2.2 ("Reimbursement

for Initial Period") or 6.2.3 ("Reimbursement if Agreement Is Automatically Renewed"), of this Agreement, DMH 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 30th of the last fiscal year for which funds were appropriated. County shall notify University of any such changes in allocation of funds at the earliest possible date.

6.2.23 Use Of Certain Non-County Funds

A review of University's expenditures and commitments to utilize any non-County funds, which are specified in the Agreement for the services hereunder and which are subject to time limitations as determined by Director, shall be conducted by DMH and University midway through each Fiscal Year during the term of the Agreement, midway through the applicable time limitation period for such non-County funds if such period is less than a Fiscal Year, and/or at any other time or times during each Fiscal Year as requested by Director. At least fifteen (15) days prior to each such review, University shall provide Director with a current update of all University's expenditures and commitments of such non-County funds during such Fiscal Year or other applicable time period. If Director, in his sole judgment, determines from such review that there will be any nonexpenditure of such non-County funds, then Director, to the extent authorized by County's Board of Supervisors, shall reduce the Maximum Contract Amount for the applicable Fiscal Year up to the amount of such anticipated nonexpenditure, or Director shall recommend to County's Board of Supervisors a reduction in the Maximum Contract Amount for the applicable Fiscal Year up to the amount of such anticipated nonexpenditure. If Director determines to reduce, or recommend a reduction in, the Maximum Contract Amount for such Fiscal Year, then Director shall notify University in writing and shall provide University with the revised Maximum Contract Amount for such Fiscal Year. Any reduction in the Maximum Contract Amount for the applicable Fiscal Year shall be effected by an amendment to the Agreement pursuant to section 11.33 ("Alteration of Terms") of the Agreement which shall set forth the revised Maximum Contract Amount and the revised Financial Exhibit column(s) identified in the Financial Summary for such Fiscal Year.

Notwithstanding any other provision of the Agreement, the revised Maximum Contract Amount and the revised Financial Exhibit column(s) identified in the Financial Summary for the applicable Mental Health Services Program for such Fiscal Year shall entirely supersede the then existing Maximum Contract Amount and Financial Exhibit column(s) identified in the Financial Summary for the applicable Mental Health Services Program as of the date determined by Director or County's Board of Supervisors and set forth in the amendment.

6.2.24 University Requested Changes

If University desires any change in the terms and conditions of the Agreement, University shall request such change in accordance with section 5.1.3 ("Annual Addenda"), and all changes shall be made by an amendment pursuant to section 11.33 ("Alteration of Terms").

If University requests to increase or decrease any Maximum Contract Amount, such request and all reports, data, and other information requested by DMH's Contracts Development and Administration Division, shall be received by DMH's Contracts Development and Administration Division in accordance with section 5.1.3 ("Annual Addenda").

6.2.25 Authority Delegated to Director

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

a) DMH's total payments to University under the Agreement, for each Fiscal Year of the term of this Agreement, shall not exceed or shall not be reduced by more than twenty percent (20%) of the applicable Maximum Contract Amount; and

b) Any such increase shall only be used for additional services or to reflect program and/or policy changes that affect this Agreement; and

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

d) Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and

e) County's Department of Mental Health Director shall notify County's Board of Supervisors and Chief Administrative Officer of all Agreement changes, in writing, within fifteen (15) days following execution of any such amendment(s).

7 TERM AND TERMINATION

The term and termination provisions in this section 7 shall apply to both Academic and Medical Teaching Services described in sections 2.1 ("Academic and Medical Teaching Services") and 2.2 ("Mental Health Services"), except where otherwise specifically provided.

7.1 Term

7.1.1 Initial Period

The initial period of this Agreement shall commence on **July 1, 2006**, and shall continue in full force and effect through **June 30, 2007**.

7.1.2 Automatic Renewal Periods

After the Initial Period, this Agreement shall be automatically renewed without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than thirty (30) days prior to the end of the first Initial Period.

7.1.2.1 First Automatic Renewal Period

If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on **July 1st, 2007**, and shall continue in full force and effect through **June 30th, 2008**. After the First Automatic Renewal Period, this Agreement shall be automatically renewed without further action by the parties, unless either party desires to terminate this Agreement at the end of the First Automatic Renewal Period and gives written notice to the other party not less than thirty (30) days prior to the end of the First Automatic Renewal Period.

7.1.2.2 Second Automatic Renewal Period

If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on **July 1st, 2008**, and shall continue in full force and effect through **June 30th, 2009**. After the Second Automatic Renewal Period, this Agreement shall be automatically renewed without further action by the parties, unless either party desires to terminate this Agreement at the end of the Second Automatic Renewal Period and gives written notice to the other party not less than thirty (30) days prior to the end of the Second Automatic Renewal Period.

7.1.2.3 Third Automatic Renewal Period

If this Agreement is automatically renewed, the Third Automatic Renewal Period shall commence on **July 1st, 2009**, and shall continue in full force and effect through **June 30th, 2010**. After the Third Automatic Renewal Period, this Agreement shall be automatically renewed without further action by the parties, unless either party desires to terminate this Agreement at the end of the Third Automatic Renewal Period and gives written notice to the other party not less than thirty (30) days prior to the end of the Third Automatic Renewal Period.

7.1.2.4 Fourth Automatic Renewal Period

If this Agreement is automatically renewed, the Fourth Automatic Renewal Period shall commence on **July 1st, 2010**, and shall continue in full force and effect through **June 30th, 2011**.

7.2 DMH Reductions in Amount of Services

Nothing in this Agreement shall restrict the right of DMH to reduce the volume of Services provided under this Agreement and to revise any addenda adopted under this Agreement to implement such a reduction, provided that DMH shall notify University of such reduction by no later than February 15th prior to the Contract Year in which the reduction is to take effect. University may accept such reduction; or University may in its discretion deem the reduction an Event of Termination for Cause or an Event of Partial Termination for Cause, pursuant to section 7.5 of this Agreement.

In the event that DMH proposes to reduce Housestaff in University Training Programs pursuant to this section, DMH shall seek to permit current and newly accepted University Housestaff in such programs to complete their respective Training Programs consistent with ACGME requirements; provided that DMH shall first seek to fulfill its obligations to DMH Housestaff.

7.3 Preservation of Other Remedies

Failure of the non-breaching Party to elect termination under the provision of this section shall not constitute a waiver of any other remedies.

7.4 Immediate Termination

7.4.1 Academic and Medical Teaching Services

The following shall constitute Events of Immediate Termination with respect to that portion of this Agreement relating to the provision of Academic and Medical Teaching Services by University, and the non-breaching Party may terminate this Agreement immediately upon providing written notice of breach and immediate termination, or upon such other date as provided in the notice.

7.4.1.1 Regulatory

Except as otherwise provided in sections 7.4.1.2 ("Loss of AGCME Accreditation") or 7.4.2 ("Immediate Partial Termination"), loss by either Party of any essential accreditation, license or permit required by law for the provision of services under this Agreement, which substantially affects the defaulting Party's ability to perform its obligations under this Agreement. Loss of accreditation by Training Program shall not automatically be deemed essential for purposes of this paragraph. Notice of breach and immediate termination shall also be provided to the Joint Mental Health Operations Committee, which shall have thirty (30) days before termination takes effect to review the notice of breach and make recommendations to the Parties regarding alternatives.

7.4.1.2 Loss of LCME or ACGME Accreditation

Any loss of LCME or ACGME accreditation (without recovery) by University that directly affects University's ability to provide services under this Agreement shall constitute a breach by University and an Event of Immediate Termination (as set forth in section 7.4).

7.4.2 Immediate Partial Termination

If a breach of this Agreement by University that results in an Event of Immediate Termination (as defined in section 7.4) is limited to individual DMH Training Programs, then DMH may terminate this Agreement with respect to any such DMH Training Program in lieu of termination of the entire Agreement. Loss of ACGME accreditation by any DMH Training Program shall constitute an Event of Immediate Partial Termination; subject to the provisions of section 7.5. Upon notice by DMH, responsibilities under this Agreement will be terminated with respect to such disaccredited DMH Training Program (or Programs), and payments to University shall be reduced in a pro rata amount to reflect the program's (or programs') elimination. Parties recognize that adequate support of the remaining DMH Training Programs may require the retention of certain Faculty members from a DMH Training Program that is subject to Partial Immediate Termination. This paragraph shall not apply if such accreditation was lost (a) primarily due to DMH's failure to fulfill its obligations pursuant to section 4.1.3.5 ("Training Program Support"), or (b) due to DMH's collective bargaining agreements with DMH Housestaff.

7.4.3 Immediate Termination Provisions Applicable to All Programs and Services Covered by this Agreement

The following shall constitute Events of Immediate Termination with respect to all programs and services covered by this Agreement, and the non-breaching Party may terminate this Agreement immediately upon providing written notice of breach and immediate termination, or upon such other date as provided in the notice.

7.4.3.1 Destruction of Premises

Whole or partial destruction during the term of this Agreement of DMH Facilities or University's clinics or hospitals by casualty, if the Parties agree that they are thereby rendered unsuitable for the services provided under this Agreement as contemplated and other suitable facilities are not reasonably available.

7.4.3.2 Improper Consideration

The proffer or provision of consideration in any form by University, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to University's performance pursuant to this Agreement. Such improper consideration, among other items, may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts. University shall report any attempt by a County officer or employee to solicit improper consideration for such purposes immediately upon becoming aware of any such attempt. The report shall be made either to County's manager charged with the supervision of the employee or County's Auditor-Controller's Employee Fraud Hotline (currently (213) 974-0914 or (800) 544-6861).

7.4.3.3 Other Events

Violation of University's obligations under sections 9.1 ("Insurance Coverage by University"), 11.4 ("Nondiscrimination in Employment"), 11.12 ("Prohibition on Subcontracting"), 11.18 ("County Lobbyists"), 11.25 ("Interruption of Service"), or violation of DMH's obligations under section 6.2.11 (payment to University within ninety (90) days after receipt of notice under section 6.2.11.1) and section 9.2 ("Insurance Coverage by DMH for Medical and Academic Teaching Services").

7.5 Termination for Cause

The events set forth under this section shall constitute Events of Termination for Cause. Upon an Event of Termination for Cause, the non-defaulting Party may terminate this Agreement by serving written notice of termination, to be effective as of the end of the current Contract Year.

7.5.1 Material Breach

Either party may terminate this Agreement upon material breach of this Agreement by the other party by giving the other party ninety (90) days' prior written notice of such breach. Except as otherwise provided in this Agreement, if such material breach not remedied by the breaching party within ninety (90) days after receipt of notice of the breach (or such other period of time as specified in the notice), this Agreement shall terminate at the end of such ninety (90) day period or as otherwise specified by the nonbreaching party. For purposes of this Agreement, a material breach shall include, but is not limited to, a material breach of sections 4.1.3.5 ("Training Program Support"), 7.2 (reductions in volume of services purchased), 8.3 ("Records and Audits"), 11.4 ("Nondiscrimination in Employment"), 11.6 ("Performance During Disaster or Civil Unrest"), 11.10 ("Covenant against Contingent Fees"), 11.19 ("County's Child Support Enforcement Program"), or 11.21 ("Severability"). The events set forth under this section shall constitute Events of Termination for Cause. If the breaching party has undertaken diligent good faith efforts to remedy the breach within forty-five (45) days after receipt of notice, then the period for remedy shall be extended upon mutual agreement of the Parties.

7.5.2 Partial Termination for Cause

If a material breach of this Agreement is limited to a single program contained in a particular addendum, then the non-breaching Party may deem such breach an Event of Partial Termination for Cause and terminate this Agreement with respect to such program in lieu of termination of the entire Agreement. Payments under this Agreement shall be reduced in a pro rata amount to reflect the elimination of the program from this Agreement. This paragraph shall not apply if the primary cause of University's breach is (a) DMH's failure to fulfill its obligations pursuant to 4.1.3.5 ("Training Program Support") or (b) DMH's collective bargaining agreements with DMH Housestaff.

7.6 Effects of Termination, Continuing Responsibilities of the Parties

DMH shall pay University for services rendered up to the effective date of any termination, subject to the terms of this Agreement. Upon termination, Parties shall have no further obligations under this Agreement except as follows:

7.6.1 Cooperation

In the event either Party terminates this Agreement, whether or not for cause, Parties shall jointly develop and implement a plan for disaffiliation that provides for the continuation of quality patient care and medical education programs and recognizes the limits of available resources.

7.6.2 Survival

The following sections of this Agreement shall survive its termination and expiration: 3.1.3.1.1.3 (indemnification for "Exclusion from Federal Health Care Programs"), 3.1.3.1.7 ("Access to Records"), 9 ("Insurance"), 5.1.6 ("Risk Management and Quality Improvement"), 7.6 ("Effects of Termination, Continuing Responsibilities of the Parties),

8.3 ("Records and Audits"), 10 ("Indemnification"), 11.2 ("Confidentiality"), 11.13 (indemnification for "Compliance with Applicable Law"), 11.15 (indemnification for "Fair Labor Standards"), 11.16 (indemnification for "Employment Eligibility Verification"), and 11.22 ("Investigations").

7.7 Suspension of Payments

Payments to University under this Agreement shall be suspended if Director, for good cause, determines that University is in default under any of the provisions of this Agreement. Except in cases of alleged fraud or similar intentional wrongdoing, at least 30 days notice of such suspension shall be provided to University, including a statement of the reason(s) for such suspension. Thereafter, University may, within 15 days, request reconsideration of the Director's decision. Payments shall be withheld pending the results of the reconsideration process.

8 REPORTING AND ACCOUNTABILITY

The reporting and accountability provisions in this section 8 shall apply to both Academic and Medical Teaching Services and Mental Health Services, except where otherwise specifically provided.

8.1 General Operations

Each Party shall collect and maintain accurate information on the nature and scope of its operations under this Agreement and provide such information as reasonably requested by the other Party. The DMH Administrator and the University Administrator shall each designate one person to be responsible for providing this information. University shall provide the DMH Administrator with a copy of any report it files with the County Auditor-Controller.

8.2 Notice of Certain Events

8.2.1 Legal or Administrative Actions

Subject to the confidentiality requirements of section 11.2, each Party for matters relating to this Agreement shall promptly notify the University Administrator or DMH Administrator, respectively, of any Medical Staff corrective action, claims, administrative reviews or lawsuits relating to DMH Facilities and professional liability, and any other corrective actions, claims, administrative reviews or lawsuits relating to either Party's performance of this Agreement that may affect the other Party. The University Administrator or DMH Administrator, respectively, shall determine whether to conduct a joint investigation and coordinate any remedial action or defense.

8.2.2 Accreditation, Licensure, and Site Visits

8.2.2.1 General

Each Party shall promptly notify the other of any planned site visit by an entity charged with reviewing or certifying any program in operation at either University or DMH facility which might affect the provision of services under this Agreement, including the Academic and Medical Teaching Services. Such Party shall make available to the other the report from such site visits, including any letters citing deficiencies or suggesting corrective action.

8.2.2.2 Sanctions

Each Party shall promptly notify the other of any actual or threatened sanction by any licensing or accrediting entity, peer review organization, or any entity charged with reviewing or certifying health care delivery facilities, or educational operations in DMH Facilities, that are likely to have a substantial effect on performance of this Agreement.

8.3 Records and Audits

8.3.1 Financial Records

University shall prepare and maintain accurate and complete financial and operational records, in accordance with generally accepted accounting principles, that identify University's use of revenues under this Agreement. Such records shall allocate revenues

between University employed non-physician staff and Faculty, by category, on an aggregated basis. University shall maintain accurate and complete records of all services performed hereunder in such form and manner as DMH may from time to time direct, to satisfy payment requirements of DMH's various governmental and private third-party payers. University shall maintain records as necessary to DMH under this Agreement. This paragraph shall not require University to release documentation disclosing the amount of salary or benefits paid by University to University Personnel. All records pertaining to this Agreement shall be retained by University for a minimum of five (5) years following the end of DMH's July 1st through June 30th fiscal year in which service was rendered; provided that, if DMH notifies University of an ongoing audit, University shall retain all such records until Country notifies University that retention is no longer required. During such periods of record retention, and throughout the term of this Agreement, University shall make all such records available upon reasonable notice, at the University during normal business hours, to County and State representatives. University shall indemnify DMH for revenues that DMH cannot collect or otherwise loses as a result of University's failure to maintain records as required under this paragraph.

8.3.2 Federal Access to Records

If, and to the extent that, section 1861(v)(1)(I) of the Social Security Act [42 United States Code section 1395x(v)(1)(I)] is applicable, University agrees that for a period of five (5) years following the furnishing of services under this Agreement, University shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, documents and records of University which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if University carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000.00) or more over period of twelve (12) months with a related organization (as that term is defined under federal law), University agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor. In the event that such request for access is made by any representative of the federal government, University shall notify DMH in writing within five (5) business days of receipt of such request.

8.3.3 Audit Reports

In the event that any private third-party payer, federal or state auditor conducts an audit of University and such audit directly concerns or has a material effect on any of the services provided under this Agreement, University shall file a copy of any final audit report prepared by such auditor with County's Auditor-Controller within thirty (30) days of receipt thereof to the extent permitted under this Agreement, or under applicable state or federal law or regulations.

8.3.4 Audit/Compliance Review

During the term of this Agreement or within five (5) years after services are furnished, authorized representatives of DMH may conduct an audit of the University regarding such services. In the event DMH representatives conduct an audit/compliance review of University, University shall cooperate fully with DMH's representatives. University shall allow DMH's representatives reasonable access to all records of services rendered and all financial, medical and other records that directly concern or may have a material effect on services provided by University under this Agreement and will allow photocopies to be made of these documents using University's photocopier, for which DMH shall reimburse University promptly for its customary charge for record copying services, if requested.

Information obtained through an audit/compliance review shall be subject to the confidentiality requirement of section 11.2. DMH shall provide University with at least ten (10) working days prior written notice of any audit/compliance review.

DMH may conduct an audit/compliance review of all or a representative sample of payments by DMH. The audit/compliance review shall be conducted in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with University. University Representative shall be provided with a copy of any written evaluation reports in a timely manner.

University shall have the opportunity to review DMH's audit/compliance review findings, and University shall have thirty (30) days after receipt of DMH's audit/compliance review findings to submit documentation to DMH to resolve any audit exceptions. For any audit exceptions unresolved to DMH's reasonable satisfaction following this thirty (30) day period, DMH may apply the exception rate found in the audit or sample review period to DMH's total payment to University as set forth in the Financial Exhibits for the applicable Mental Health Services Program. If University chooses to appeal DMH's application of an audit exception rate under this subsection, University shall submit documentation for review by DMH Director within thirty (30) days of application of the exception rate.

8.3.5 Audit Settlements

Nothing in this Agreement shall restrict the right of DMH to pursue any claims for repayment based on the results of an audit/compliance review conducted under section 6.2.16. In the event any third party reimbursement to DMH, whether by Medicare, Medi-Cal, Medi-Cal/Short Doyle, private or other payers, is denied or reduced solely due to University's failure to provide documentation or support required under this Agreement, University shall indemnify DMH for such losses. Such losses include denial or reduction with respect to individual claims, cost report disallowances, or others.

8.3.6 Failure to Comply

Failure of either Party to comply with the provisions of this section shall constitute a material breach of this Agreement. If such breach is not remedied within ninety (90) days following receipt of written notice by DMH from the non-breaching Party, then it shall become an Event of Termination for Cause pursuant to section 7.5.

9 INSURANCE

The insurance provisions in this section 9 shall apply to both Academic and Medical Teaching Services described in sections 2.1 ("Academic and Medical Teaching Services") and 2.2 ("Mental Health Services"), except where otherwise specifically provided.

9.1 Insurance Coverage by University

Without limiting University's indemnification of DMH and during the term of this Agreement, University shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to DMH and primary to and not contributory with any other insurance maintained by DMH. Certificate(s) or other evidence of coverage shall be delivered to DMH prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that DMH is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance. Failure of University to procure and maintain the required insurance shall constitute an Event of Immediate Termination (as defined in section 7.4) upon which DMH may immediately terminate or suspend this Agreement.

9.1.1 Liability

The following programs of insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

a) General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than $1,000,000.00 per occurrence. If written with an annual aggregate limit, the policy limit should be two (2) times the above required occurrence limit. If written on a claims made form, University shall be required to provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

b) Comprehensive Auto Liability insurance endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less that $1,000,000.00 per occurrence.

9.1.2 Worker's Compensation

University shall maintain Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a $1,000,000.00 limit, covering all persons that University is legally required to cover.

9.1.3 Self-Insurance

DMH will consider a self-insured program or self-insured retention as an alternative to commercial insurance from University upon review and approval of the following:

a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be in the form of a resolution of University's governing body or a certified statement from a University officer. University must notify DMH immediately of discontinuation or substantial change in the program.

b) Agreement to provide DMH at least the same defense of suits and payment of claims as would be provided by first dollar commercial insurance.

c) Agreement to notify DMH immediately of any claim, judgment, settlement, award, verdict or change in University's financial condition which would have a significant negative effect on the protection that the self-insurance program provides DMH.

d) Name, address and telephone number of University's legal counsel and claims representative, respectively, for the self-insurance program.

e) Financial statement that gives evidence of University's capability to respond to claims falling within the self-insured retention or self-insured program. Re-submission is required at least annually for the duration of this Agreement or more frequently at DMH's request. Failure to comply will result in withdrawal of DMH approval.

The proposed self-insurance program must be approved by DMH prior to the start of this Agreement.

9.2 Insurance Coverage by DMH for Academic and Medical Teaching Services

Without limiting DMH's indemnification of University and during the term of this Agreement, DMH shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to University and primary to and not contributory with any other insurance maintained by University. Certificate(s) or other evidence of coverage shall be delivered to University prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that University is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance. Failure of DMH to procure and maintain the required insurance shall constitute an Event of Immediate Termination (as defined in section 7.4) upon which University may immediately terminate or suspend this Agreement.

9.2.1 Liability

The following programs of insurance shall be endorsed naming the University as an additional insured and shall include:

a) General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than $1,000,000.00 per occurrence. If written with an annual aggregate limit, the policy limit should be two (2) times the above required occurrence limit. If written on a claims made form, DMH shall be required to provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

b) Comprehensive Auto Liability insurance endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less that $1,000,000.00 per occurrence.

c) Hospital and professional liability insurance covering liability from any error, omission or negligent act of DMH, its officers, employees or agents, or University Personnel and University Housestaff providing services under this Agreement, with a limit of liability of at least $1,000,000.00 per claim.

9.2.2 Workers' Compensation

DMH shall maintain Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a $1,000,000.00 limit, covering all persons that DMH is legally required to cover.

9.2.3 Self-Insurance

University will consider a self-insured program or self-insured retention as an alternative to commercial insurance from upon review and approval of the following:

a) A formal declaration to be self-insured for the type and amount of coverage indicated. This can be in the form of a resolution of DMH's governing body or a certified statement from a DMH officer. DMH must notify University immediately of discontinuation or substantial change in the program.

b) Agreement to provide University at least the same defense of suits and payment of claims as would be provided by first dollar commercial insurance.

c) Agreement to notify University immediately of any claim, judgment, settlement, award, verdict or change in DMH's financial condition which would have a significant negative effect on the protection that the self-insurance program provides University.

d) Name, address and telephone number of DMH's legal counsel and claims representative, respectively, for the self-insurance program.

e) Financial statement that gives evidence of DMH's capability to respond to claims falling within the self-insured retention or self-insured program. Re-submission is required at least annually for the duration of this Agreement or more frequently at University's request. Failure to comply will result in withdrawal of University approval.

The proposed self-insurance must be approved by University prior to the start of this Agreement.

10 INDEMNIFICATION

The indemnification provisions in this section 10 shall apply to both Academic and Medical Teaching Services and Mental Health Services, except where otherwise specifically provided.

10.1 Professional Liability Indemnification for Clinical Services Provided in the Course of Teaching and Academic and Medical Teaching Services

DMH shall indemnify, defend and hold harmless University and its officers, employees, agents, students, fellows, volunteers, and Faculty from and against any and all losses, claims, damages, liabilities and expenses, including reasonable attorneys' fees and costs, of every conceivable kind, character, and nature arising out of or connected with any act or omission or alleged act or omission in the rendering of, or failure to render, health care services or treatment at a DMH Facility in the performance of services under section 2 ("Services To Be Provided by University") by University and its officers, employees, agents, students, fellows, volunteers and Faculty, or by DMH and its officers, employees, agents, students, fellows and volunteers.

University shall give prompt notice to DMH of any action or claim to which this indemnification applies and University and its officers, employees, agents, students, fellows, volunteers and Faculty receiving such indemnification from DMH shall fully cooperate with DMH in any defense, settlement or other disposition of such claim or action. DMH shall retain full authority to settle such claims for such amounts and in such circumstances as DMH determines to be in the best interests of DMH.

10.2 Indemnification for Employment Practices

10.2.1 Indemnification by DMH

To the extent permitted by law and specifically with the exception of punitive damages, DMH shall indemnify, defend and hold harmless University and its officers, employees, agents, students, fellows, volunteers and Faculty from and against any and all losses, claims, damages, liabilities and expenses including reasonable attorneys fees and costs, of every conceivable kind, character, and nature arising out of or connected with, either directly or indirectly, the employment or employment practices of DMH Personnel, which includes personnel concurrently employed by University and DMH, arising out of or connected with, either directly or indirectly, the provision of Academic and Medical Teaching Services. Employment practices shall include any claims for sexual or other harassment or any form of discrimination or wrongful termination.

University shall give prompt notice to DMH of any action or claim to which this indemnification applies and University and its officers, employees, agents, students, fellows, volunteers and Faculty receiving such indemnification from DMH shall fully cooperate with DMH in any defense, settlement or other disposition of such claim or action. DMH shall retain full authority to settle such claims for such amounts and in such circumstances as DMH determines to be in the best interests of DMH.

In any civil action or claim in which University is both named as a defendant and punitive damages are alleged against University, University may elect, at its sole expense, to retain counsel to defend University against the allegations of punitive damages. With regard to any civil action or claim to which DMH's indemnification applies, DMH shall retain full and sole authority to settle such claims, and direct all litigation from the creation of a discovery plan through any trial on the merits including acting as first chair in trial, notwithstanding any election by University to retain separate counsel with regard to

punitive damages. At its sole discretion and expense, University shall have the right to appeal any judgment awarding punitive damages against it.

10.2.2 Indemnification by University

To the extent permitted by law and specifically with the exception of punitive damages, University shall indemnify, defend and hold harmless DMH and its officers, employees, agents, students, fellows and volunteers from and against any and all losses, claims, damages, liabilities and expenses including reasonable attorneys fees and costs, of every conceivable kind, character, and nature arising out of or connected with, either directly or indirectly, the employment or employment practices of personnel employed solely by University, arising out of or connected with either directly or indirectly, the provision of services under this Agreement, including any claims for sexual or other harassment or any form of discrimination or wrongful termination; provided that such indemnification shall be limited to an amount covered under University's employment practice liability insurance policy.

DMH shall give prompt notice to University of any action or claim to which this indemnification applies and DMH and its officers, employees, agents, students, fellows and volunteers receiving such indemnification from University shall fully cooperate with University in any defense, settlement or other disposition of such claim or action. University shall retain full authority to settle such claims for such amounts and in such circumstances as University determines to be in the best interests of University.

In any civil action or claim in which DMH, its departments, facilities, officials or employees are both named as a defendant and punitive damages are alleged against DMH, its departments, facilities, officials or employees, DMH may elect, at its sole expense, to retain counsel to defend DMH, its departments, facilities, officials or employees against the allegations of punitive damages. With regard to any civil action or claim to which University's indemnification applies, University shall retain full and sole authority to settle such claims, and direct all litigation from the creation of a discovery plan through any trial on the merits including acting as first chair in trial, notwithstanding any election by DMH to retain separate counsel with regard to punitive damages. At its sole discretion and expense, DMH shall have the right to appeal any judgment awarding punitive damages against DMH, its departments, facilities, officials or employees.

10.3 No Requirement to Defend or Indemnify with Regard to Administrative Proceedings

Neither DMH nor University shall be obligated to provide for the defense of any administrative or criminal proceeding brought against any current or former employee of University, any current or former employee of DMH, or any employee concurrently or formerly employed by both DMH and University. Neither DMH nor University shall be obligated to indemnify any current or former employee of University, any current or former employee of DMH, or any employee concurrently or formerly employed by both County and University with regard to costs and expenses associated with such defense. For purposes of this paragraph, "administrative proceeding" shall include proceedings before the Medical Board of California.

10.4 General Indemnification

10.4.1 By DMH

To the extent not covered by the other indemnification provisions set forth in section 10 ("Indemnification"), DMH shall indemnify, defend and hold harmless University and its officers, employees, agents, students, fellows and volunteers from and against any and all losses, claims, damages, liabilities and expenses, including reasonable attorneys fees

and costs, of every conceivable kind, character, and nature, including bodily injury, death, personal injury, property damage or workers' compensation arising out of or connected with, either directly or indirectly, DMH's operations or any activities conducted by, through or on behalf of DMH at DMH Facilities, in the performance of DMH's obligations hereunder.

University shall give prompt notice to DMH of any action or claim to which this indemnification applies and University and its officers, employees, agents, students, fellows and volunteers receiving such indemnification from DMH shall fully cooperate with DMH in any defense, settlement or other disposition of such claim or action. DMH shall retain full authority to settle such claims for such amounts and in such circumstances as DMH determines to be in the best interests of DMH.

10.4.2 By University

To the extent not covered by the other indemnification provisions set forth in section 10 ("Indemnification"), University shall indemnify, defend and hold harmless DMH and its officers, employees, agents, students, fellows and volunteers from and against any and all losses, claims, damages, liabilities or expenses including reasonable attorneys fees and costs, of every conceivable kind, character, and nature, including bodily injury, death, personal injury, property damage or workers' compensation arising out of or connected with, either directly or indirectly, University's operations or any activities conducted by, through or on behalf of University at facilities owned, controlled, or operated by University, in the performance of University's obligations hereunder.

DMH shall give prompt notice to University of any action or claim to which this indemnification applies and DMH and its officers, employees, agents, students, fellows and volunteers receiving such indemnification from University shall fully cooperate with University in any defense, settlement or other disposition of such claim or action. University shall retain full authority to settle such claims for such amounts and in such circumstances as University determines to be in the best interests of University.

10.5 Other Indemnifications

Additional indemnification responsibilities between the Parties include, but are not limited to, provisions in sections 3.1.3.1.1.3 ("Exclusion from Federal Health Care Programs"), 6.2.18 ("DMH Audit Settlements"), 11.15 ("Fair Labor Standards") and 11.16 ("Employment Eligibility Verification").

11 ADDITIONAL PROVISIONS

These additional provisions in this section 11 shall apply to both Academic and Medical Teaching Services described in sections 2.1 ("Academic and Medical Teaching Services") and 2.2 ("Mental Health Services"), except where otherwise specifically provided.

11.1 Notices

Unless otherwise specified in this Agreement, any notice, document, or other communication given or made hereunder shall be in writing and shall be deemed given upon (a) hand delivery or (b) deposit of the same in the United States registered or certified mail, first-class postage and fee prepaid, and correctly addressed to the Party for whom it is intended at the following addresses:

If to DMH:

Marvin J. Southard, D.S.W.
County of Los Angeles Department of Mental Health
550 South Vermont Avenue, 12th Floor
Los Angeles, California 90020

with a copy to:

Office of the County of Los Angeles Counsel
500 West Temple Street
Los Angeles, California 90012

If to University:

Vice Provost, Administration
UCLA School of Medicine
10833 Le Conte Avenue
Los Angeles, California 90095

with a copy to:

UCLA Healthcare
Office of Legal Affairs
924 Westwood Boulevard, Suite 740
Los Angeles, California 90095

or at such other place or places as may from time to time be specified in a notice similarly given. Each Party shall at all times keep the other Party notified of its current address and shall promptly notify the other Party of any change of address.

11.2 Confidentiality

Notwithstanding any other provision of this Agreement, University and DMH shall maintain the confidentiality of all records and information, including, but not limited to, claims, billings, University reports, audit reports, DMH records, client records and information, and MIS records, in accordance with California Welfare and Institutions Code sections 5328 through 5330, inclusive, and all other applicable federal, state, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives (including Department policy and Medical Staff rules and regulations), relating to confidentiality. University and DMH shall require all its officers, employees, agents, independent contractors and others providing services hereunder to

acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Each party shall indemnify and hold harmless the other party, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any unlawful disclosure of such records and information by the disclosing party, its officers, employees, or agents. All obligations and responsibilities under this Agreement shall be subject to this paragraph, except as may be otherwise required by law.

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations. The parties agree to take all necessary and reasonable actions to comply with the requirements of the law and regulations and agree to hold harmless and indemnify the other for failure to do so. To the extent that the law or regulations now or in the future require joint implementation, the parties agree to reasonably cooperate in the development of such (for example, by the development of a "Business Associate" amendment to this Agreement).

11.3 Nondiscrimination in Services

Neither party shall discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, marital status, sexual orientation, or physical or mental disability, in accordance with requirements of federal and state law and County policy. Each party shall use reasonable efforts to ensure that intended beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, marital status, sexual orientation, or physical or mental disability.

11.3.1 Complaint Procedures

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

11.3.2 Admissions Policy

If direct services (for example, 24-hour services, case management services, day services, and outpatient services) are provided hereunder, University shall have admission policies which are in accordance with the California Code of Regulations Title 9, sections 526 and 527, and which shall be in writing and available to the public. University shall not employ discriminatory practices in the admission of any person, assignment of accommodations, or otherwise. Any time any person applies for services under this Agreement, such person shall be advised by University of the complaint procedures described in section 11.3.1 ("Complaint Procedures"). A copy of such complaint procedures shall be posted by University in a conspicuous place, available and open to the public, in each of University's facilities where services are provided under this Agreement.

11.4 Nondiscrimination in Employment

11.4.1 Nondiscrimination

Parties certify and agree that their policy is that all persons employed by the party, its affiliates, subsidiaries or holding companies are and shall be treated equally by it without

regard to, and shall not be discriminated against because of, race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, physical or mental disability, or political affiliation in compliance with all anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

11.4.2 Employment Status

Parties shall make every effort to ensure that it employs qualified applicants, and treats employees during employment, without regard to race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, physical or mental disability, or political affiliation; nor shall the parties discriminate against such applicants or employees because of such characteristics. Parties must be in compliance with all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended. Such action shall include the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

11.4.3 Vendors

The parties shall not discriminate against any subcontractor, bidder, or vendor on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, physical or mental disability, or political affiliation as required by all applicable anti-discrimination laws and regulations of the United States of America and the State of California as they now exist or may hereafter be amended.

11.4.4 Verification

Each party shall allow representatives of the other party access to its employment records during regular business hours to verify compliance with the provisions of this section when so requested by the other party. Prior to any such inspection, A party receiving such a request may remove personal employee information from such records, which is protected under the privacy laws of the State of California. To the extent any such information may enter into the possession of the other party during such an inspection, the inspecting party hereby promises to protect same from disclosure to third parties.

11.4.5 Breach

Violation of any provisions under this section shall constitute an Event of Termination for Cause (as defined in section 7.4); provided that determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that University has violated State or Federal anti-discrimination laws or regulations shall constitute an Event of Immediate Termination (as defined in section 7.4).

11.5 Staff Performance While Under the Influence

University shall use its reasonable efforts to ensure that none of its personnel shall perform services hereunder while under the influence of any alcoholic beverage, medication, narcotic or other substance that might impair his or her physical or mental performance.

11.6 University Performance During Disaster or Civil Unrest

University recognizes that health care facilities maintained by DMH, including shelters and relief facilities operated by DMH during a disaster, provide care essential to the population of the communities they serve and that these services are of particular importance at the time of a natural disaster or other similar event, or at the time of a riot, insurrection or civil unrest. Notwithstanding any other provision of this Agreement, University shall continue to provide services at DMH Facilities and, if requested to do so by Director, shall also provide services at DMH-operated shelters and relief facilities during any natural disaster or other similar event, riot, insurrection or civil unrest, so long as such performance remains physically possible and does not subject University employees, agents and representatives to unreasonable threat to personal safety. Failure to comply with this requirement shall be considered an Event of Termination for Cause (as defined in section 7.4). To the extent that services are required in excess of those otherwise anticipated under this Agreement, DMH shall pay University for actual damages and the costs of replacement services at rates to be determined by DMH pursuant to applicable ordinances. Parties shall work together to develop a plan for the provision of services in the event of a disaster or civil unrest.

11.7 Licenses, Permits, Registrations and Certificates

University and DMH, respectively, shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, registrations and certificates as required by law for the provision of their respective services hereunder. University shall require that all its personnel, including all its independent contractors, who perform services hereunder shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations and certificates required by law which are applicable to their performance hereunder. Copies of all such licenses, permits, registrations and certifications as required by law shall be made available to DMH or University, respectively, upon request.

11.8 Unlawful Solicitation

University shall inform and require all of its officers, employees and agents, including all its independent contractors, providing services hereunder to acknowledge in writing their understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with section 6150) of the Business and Professions Code of the State of California (that is, the State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall make reasonable efforts to ensure that there is no violation of said provisions by its officers, employees, agents and independent contractors. University agrees that if a patient requests assistance in obtaining the services of any attorney, it shall make reasonable efforts to refer the patient to the attorney referral services of all those bar associations within the County of Los Angeles or the appropriate County agency that have such a service.

A copy of such written notice and acknowledgement shall be retained by University for purposes of inspection and audit and made available to DMH upon written request.

11.9 Conflict of Interest

No DMH officer or employee whose position in DMH enables him or her to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such officer or employee shall be knowingly employed in any capacity by University herein, or have any other direct or indirect financial interest in this Agreement.

No officer, employee, agent, or independent contractor of University who may financially benefit from the provision of services hereunder shall in any way participate in DMH's approval process for the award of this Agreement or any competing agreement, or ongoing evaluation of such

services, under this Agreement or any competing agreement, or in any way attempt to unlawfully influence DMH's approval or ongoing evaluation of such services.

University shall comply with all applicable conflict of interest laws now in effect or hereafter to be enacted during the term of this Agreement. University warrants that it is not now aware of any facts that create a conflict of interest. If University hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make a full written disclosure of such facts to DMH. Full written disclosure shall include identification of all persons involved and a complete description of all relevant circumstances.

11.10 Covenant Against Contingent Fees

11.10.1 Covenant

University warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by University for the purpose of securing business.

11.10.2 Remedy

Breach or violation of this warranty shall constitute an Event of Termination for Cause (as defined in section 7.4). In addition to the remedies provided in section 7.4, DMH in its sole discretion shall be permitted to deduct from payments made under this Agreement, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

11.11 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.

11.12 Subcontracting

DMH and University agree that there will be no subcontracting for the term of the Agreement.

11.13 Compliance with Applicable Law

University and DMH shall comply with all Federal, State, and local laws, ordinances, rules, regulations and directives applicable to its performance hereunder, and University shall cooperate with DMH with respect to applicable provisions of the Section 1115 Waiver. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference. DMH shall cooperate with University with respect to University's Compliance Plan and all provisions required thereby are hereby incorporated herein by reference. Each Party shall indemnify the other Party for any violations of this obligation, pursuant to section 10. Any requirement of this Agreement shall be subject to all Federal, State and local laws, ordinances, rules, regulations and directives.

11.14 Authorization Warranty

Both Parties hereby represent and warrant that the person executing this Agreement on behalf of such Party is an authorized agent who has actual authority to bind that Party to each and every term, condition, and obligation set forth in this Agreement and that all requirements of such Party have been fulfilled to provide such actual authority.

11.15 Fair Labor Standards

Each Party shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify the other Party for any violations of this obligation, pursuant to section 10 ("Indemnification").

11.16 Employment Eligibility Verification

Each Party warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others, and University warrants that the temporary personnel which it refers to DMH Facilities hereunder, including all independent contractor personnel performing services hereunder, meet the citizenship or alien status requirements contained in Federal statutes and regulations. Each Party shall obtain, from all of its personnel performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Each Party shall retain such documentation for all such personnel for the period prescribed by law. Each Party shall indemnify the other Party for any violations of this obligation, pursuant to section 10 ("Indemnification").

11.17 Restrictions on Lobbying

If any Federal monies are to be used to pay for University's services under this Agreement, University shall comply with all certifications and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 United States Code section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully comply with all such certifications and disclosure requirements.

11.18 County Lobbyists

University and each County lobbyist or County lobbying firm, as defined in the County of Los Angeles Code section 2.160.010, retained by University, shall fully comply with the County's Lobbyist Ordinance, County of Los Angeles Code Chapter 2.160. Failure on the part of University or any County lobbyist or County lobbying firm retained by University to fully comply with the County Lobbyist Ordinance shall constitute an Event of Immediate Termination (as set forth in section 7.4).

11.19 Child Support Compliance Program

11.19.1 University's Acknowledgement of County's Commitment to Child Support Enforcement:

The University acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The University understands that it is DMH's policy to encourage all DMH Contractors to voluntarily post the County's "LA's Most Wanted: Delinquent Parent's" poster in a prominent position at the University's place of business. The County's Child Support Services Department will supply the University with the poster to be used.

11.19.2 University's Warranty of Adherence to County's Child Support Compliance Program:

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

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

11.19.3 Certification

As of July 1, 2001, and every three (3) years thereafter, University shall submit to County's Child Support Services Department a completed Principal Owner Information ("POI") Form, incorporated herein by reference, along with certifications in accordance with the provisions of Section 2.200.060 of the County Code, that: (a) the POI Form has been appropriately completed and provided to the County's Child Support Services Department with respect to University's Principal Owners; (b) University has fully complied with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and (c) University has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification shall be submitted on the Child Support Compliance Program ("CSCP") Certification, also incorporated herein by

reference. Failure of University to submit the CSCP Certification (which includes certification that the POI Form has been submitted to the Child Support Services Department) to the Child Support Services Department shall constitute an Event of Termination for Cause pursuant to Section 7.4.

11.20 Merger and Integration Provision

All exhibits, attachments and addenda to this Agreement are incorporated herein. This Agreement fully expresses all understandings of Parties concerning all matters covered and shall constitute the entire Agreement of the Parties, superceding any prior agreements between the Parties regarding its subject matter. No addition to or alteration of the terms of this Agreement, whether by written or oral understanding of the Parties, their officers, agents or employees, 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.

11.21 Severability

If any provision of this Agreement, including all the exhibits, attachments and addenda hereto, or the application thereof to any person or circumstance, is held to be illegal or invalid, the remainder of the Agreement and the application of such provision to other persons or circumstances shall not be affected, except as otherwise provided in this paragraph. If such invalidation has the effect of materially altering the obligations of either Party, then the Parties shall diligently seek to amend the Agreement to restore the prior balance of obligations. If the Parties are unable to agree on such amendment within forty-five (45) days following notice of the invalidation, then the impaired Party may deem the invalidation an Event of Termination for Cause under section 7.4 without fault or breach by either Party.

11.22 Investigations

Each Party shall cooperate regarding outside investigations of the other Party as reasonably requested by the other Party as it relates to this Agreement. If any government agency undertakes an investigation of a Party, the other Party shall comply with that Party's reasonable request to make available information and records in connection with the investigation. Compliance with this provision by either Party shall not constitute a waiver of the attorney-client privilege.

11.23 No Third Party Beneficiaries

None of the provisions of this Agreement are or shall be construed as for the benefit of or enforceable by any person not a Party to this Agreement.

11.24 Waiver

No waiver, expressed or implied, of any breach of this Agreement, shall constitute a waiver of any right under this Agreement or of any subsequent breach, whether of a similar or dissimilar nature. All of the rights or remedies permitted or available to a Party under this Agreement, or at law or in equity, shall be cumulative and not alternative, and the exercise of any right or remedy shall not constitute a waiver or election of remedies with respect to any other permitted or available right or remedy.

11.25 Interruption of Service

Except as otherwise provided under section 11.6, either Party shall be excused from any delay or failure in performance hereunder caused by reasons of any occurrence or contingency beyond its

reasonable control, including acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the other Party so excused shall be extended on a day-to-day basis for the duration of such excusable interruption. In the event the interruption of a Party's services continues for a period in excess of thirty (30) days, then upon ten (10) day's notice the other Party may deem the interruption an Event of Immediate Termination (as set forth in section 7.4), without fault of or breach by either Party.

11.26 Section References

Throughout this Agreement, each section includes any subsection.

11.27 County 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 University's performance hereunder or by any provision of this Agreement during any of County's future Fiscal Years unless and until County's Board of Supervisors appropriates funds for purposes hereof in County's Budget for each such future Fiscal Year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30th of the last Fiscal Year for which funds were appropriated.

11.28 Patients'/Clients' Rights

University shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, California Welfare and Institutions Code sections 5325 et seq., California Code of Regulations, Title 9, sections 850 et seq., and California Code of Regulations Title 22. Further, University shall comply with all patients'/clients' rights policies provided by DMH. DMH Patients' Rights Advocates shall be given access by University to all patients/clients, patients'/clients' records, and University's personnel in order to monitor University's compliance with all applicable statutes, regulations, manuals and policies.

11.29 Reporting of Patient/Client Abuse and Related Personnel Requirements

11.29.1 Elders and Dependent Adults Abuse

University, and all persons employed or subcontracted by University, shall comply with California Welfare and Institutions Code sections 15630 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of University either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by California Welfare and Institutions Code sections 15630, 15631 and 15632. University, and all persons employed or subcontracted by University, shall make the report on such abuse, and shall submit all required information, in accordance with California Welfare and Institutions Code sections 15630, 15633 and 15633.5.

11.29.2 Minor Children Abuse

University, and all persons employed or subcontracted by University, shall comply with California Penal Code sections 11164 et seq., and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code sections 11164, 11165.8 and 11166. University, and all persons employed or subcontracted by University, shall make the report on such abuse, and shall

submit all required information, in accordance with California Penal Code sections 11166 and 11167.

11.29.3 University Staff

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

University shall assure that clerical and other nontreatment staff who are not legally required to directly report suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

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

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

11.30 Certification of Drug-Free Workplace

University certifies and agrees that University and its employees shall comply with DMH's policy of maintaining a drug-free work place. University and its employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United States Code section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any of University's facilities or work sites or DMH's facilities or work sites. If University or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at any such facility or work site, then University, within five (5) days thereafter, shall notify Director in writing.

11.31 Governing Law, Jurisdiction, and Venue

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. University agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all laws, regulations, and contractual obligations of DMH under its agreement with the State.

11.32 Captions and Section Headings

Captions and section headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

11.33 Alteration of Terms

No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Exhibit column(s) which are identified on the Financial Summary or Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

11.34 Notice to Employees Regarding the Federal Earned Income Credit

University shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

11.35 Use of Recycled-Content Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the University agrees to use recycled-content paper to the maximum extent possible on the Project.

11.36 Public Announcements and Literature

In public announcements and literature distributed by University for the purpose of apprising patients/clients and the general public of the nature of its treatment services, University shall clearly indicate that the County of Los Angeles funds the services provided under this Agreement.

11.37 Compliance with Jury Service Program

11.37.1 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.

11.37.2 Written Employee Jury Service Policy

Unless University has demonstrated to the DMH's satisfaction either that University is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that University qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), University shall have and adhere to a written policy that provides that its Employees shall receive from the University, 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 University or that the University deduct from the Employee's regular pay the fees received for jury service.

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 University. "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) University 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 University uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

University'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 University from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

11.38 Health Insurance Portability and Accountability Act

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). University 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 staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to *transactions and code sets*, *privacy*, and *security*. University 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 University's behalf. University has not relied, and will not in any way rely, on County for legal advice or other representations with respect to University'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.

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

11.39 Notice to Employees Regarding the Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Attachment I** of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

11.40 Contractor's Acknowledgement of County's Commitment to the Safely Surrendered Baby Law

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

11.41 University's Exclusion From Participation in a Federally Funded Program

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

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

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

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

University shall indemnify and hold DMH harmless against any and all loss or damage DMH may suffer arising from any Federal exclusion of University or its staff members from such participation in a Federally funded health care program. University shall provide the certification set forth in Attachment II as part of its obligation under this Paragraph 11.41.

Failure by University to meet the requirements of this Paragraph 11.41 shall constitute a material breach of Agreement upon which DMH may immediately terminate or suspend this Agreement.

11.42 Contractor Responsibility and Debarment:

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

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

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

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

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

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

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

11.43 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (45 C.F.R. PART 76):

The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

11.44 Contractor's Charitable Activities Compliance:

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

12 ACCEPTANCE

IN WITNESS WHEREOF, the Board has caused this Agreement to be subscribed in its behalf by Director, and University has caused this Agreement to be subscribed in its behalf by its duly authorized officer as of the day, month, and year first above written.

COUNTY OF LOS ANGELES

By

_____

Director of Mental Health

REGENTS OF THE UNIVERSITY OF CALIFORNIA

By

_____

J. Thomas Rosenthal, M.D.
Printed Name

Director, Vice Provost
Title

(affix corporate seal here)

APPROVED AS TO FORM BY
OFFICE OF THE COUNTY COUNSEL
STEPHANIE FARRELL
County Counsel

By

_____

Principal Deputy, County Counsel

APPROVED AS TO CONTRACT ADMINISTRATION BY
DEPARTMENT OF MENTAL HEALTH

By

_____

Chief, Contracts Development and Administration Division

13 DEFINITIONS

13.1 Academic and Medical Teaching Services

Those services provided by University pursuant to this Agreement, as set forth in section 2.1 ("Academic and Medical Teaching Services").

13.2 Academic and Medical Teaching Services Program

Academic and Medical Teaching Services Programs shall refer to the addenda listed or adopted under section 2.1 ("Academic and Medical Teaching Services").

13.3 ACGME

The Accreditation Council on Graduate Medical Education, which is the accrediting body for graduate medical education programs, or any successor organization. References to the RRC shall mean the Residency Review Committees within the ACGME.

13.4 Addendum

Any addendum to this Agreement, as amended annually or otherwise.

13.5 Agreement

This Affiliation Agreement made between the County of Los Angeles and the Regents of the University of California on behalf of the UCLA School of Medicine and the UCLA Neuropsychiatric Institute and Hospital, including all Exhibits and Addenda, as may be amended from time to time.

13.6 CGF

County General Funds.

13.7 Contract Year

July 1 through June 30 of any year for which this Agreement is in effect.

13.8 Cost Reimbursement

The arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Agreement, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services.

13.9 County

The County of Los Angeles, including as appropriate its departments, facilities and officials.

13.10 CPT

Physicians Current Procedural Terminology as referenced in the American Medical Association standard edition publication.

13.11 CR

Cost reimbursement; the arrangement for the provision of mental health services based on the reasonable actual and allowable costs of services provided under this Agreement, less all fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same services;

13.12 CR/DC Manual

SDMH's Cost Reporting/Data Collection Manual.

13.13 Department of Mental Health or DMH

The County of Los Angeles Department of Mental Health.

13.14 DMH Academic Administrator

The person who is appointed by DMH Director and responsible for overseeing the Academic and Medical Teaching Services at DMH facilities, pursuant to section 5.1.2; and will also serve as the DMH Administrator.

13.15 DMH Administrator

The individual appointed by the DMH Director who is primarily responsible for overseeing the provision of all services provided under this Agreement.

13.16 DMH Facilities

Those community-based or forensic mental health facilities owned, controlled or operated by Los Angeles County Department of Mental Health, as listed in addenda listed or adopted under section 2.1 ("Academic and Medical Teaching Services"), to which University Personnel may be assigned.

13.17 DMH Personnel

Employees of DMH working in DMH Facilities.

13.18 DMH Policies

All applicable Federal, State and local laws, required licenses, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, California Welfare and Institutions Code sections 5600 et seq., including, but not limited to, sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5716, 5719, 5721, 5722, 5751.2, and 5900 et seq.; Medi-Cal Act, California Welfare and Institutions Code section 14000 et seq., including, but not limited to, section 14132.44; California Welfare and Institutions Code section 17601 et

seq.; California Work Opportunities and Responsibilities to Kids Act, California Welfare and Institutions Code section 11200 et seq.; California Government Code sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code section 1396 et seq.; Title IV of the Social Security Act, Part B of Title XIX of the Public Health Service Act, 42 United States Code section 300x et seq.; California Penal Code section 11164 et seq.; California Code of Regulations Titles 9 and 22, including, but not limited to, sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq.; State Department of Mental Health's Cost Reporting/Data Collection Manual; State Department of Mental Health's Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management; State Department of Mental Health's Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by State Department of Mental Health; and/or for State Department of Health Services.

13.19 DMH Training Program

Accredited residency or other medical education, or independent health profession or technician training programs sponsored by DMH, of which some portion of the training takes place at DMH Facilities and whose trainees are employed by DMH.

13.20 DMH Director

The Director of the County of Los Angeles Department of Mental Health.

13.21 EOB

Explanation of Balance for Title XIX Short-Doyle/Medi-Cal services which is the State Department of Health Services adjudicated claim data and Explanation of Benefits for Medicare which is the Federal designated Fiscal Intermediary's adjudicated Medicare claim data.

13.22 EPSDT

The Early and Periodic Screening, Diagnosis and Treatment program which is a requirement of the Medicaid program to provide comprehensive health care. EPSDT funds consist of fifty percent Title XIX FFP finds, and fifty percent State funds. Such State funds are specifically designated for this program.

13.23 Exhibits

Any exhibits to this Agreement, as may be amended from time to time.

13.24 Faculty

Individuals holding academic appointments at University.

13.25 Fellow

A physician or psychologist who is obtaining additional post-doctoral training.

13.26 FFP

Federal Financial Participation for Short-Doyle/Medi-Cal services and/or Medi-Cal Administrative Activities as authorized by Title XIX of the Social Security Act, 42 United States Code section 1396 et seq.

13.27 Geographic Area Manager

The designated DMH manager of a specified geographic area who, under this Agreement, is responsible for the local administration of mental health services provided in his/her geographic area.

13.28 Hospital

The UCLA Neuropsychiatric Hospital, including all inpatient departments and outpatient clinics.

13.29 Housestaff

DMH Housestaff or University Housestaff, as appropriate.

13.30 JCAHO

The Joint Commission on Accreditation of Healthcare Organizations, which is the accrediting body for health care facilities, or any successor organization.

13.31 JMHO Committee

The Joint Mental Health Operations Committee established pursuant to section 5.2 of this Agreement.

13.32 LCME

Liaison Committee on Medical Education, which is the accrediting body for undergraduate medical education programs, or any successor organization.

13.33 Medical Staff

The Medical Staff of DMH Facilities.

13.34 Medical Student

A graduate student enrolled in a school of medicine or other health sciences, who is not licensed to practice such health science.

13.35 Mental Health Services

Mental Health Services are services provided under section 2.2 ("Mental Health Services"). Specifically, these services may include (but are not limited to) activities claimable as Title XIX Medi-Cal Administrative Activities pursuant to California Welfare and Institutions Code section 14132.44, and services claimable as EPSDT services. These services may not include, for

purposes of this Affiliation Agreement, services claimable as Title IV-A Emergency Assistance services.

13.36 Mental Health Services Programs

Mental Health Services Programs shall apply to all programs listed or adopted as addenda under section 2.2 ("Mental Health Services").

13.37 MIS

DMH's Management Information System which includes RGMS as one subsystem.

13.38 Negotiated Rate

The total amount of reimbursement, including all revenue, interest and return, which is allowable for delivery of a SFC unit as defined by Director and which is shown on the Financial Summary. An NR is the gross rate of reimbursement which is generally determined by dividing Contractor's gross program cost of delivering a particular SFC by the number of such SFC units to be delivered. All fees paid by or on behalf of patients/clients and all other revenue, interest and return resulting from the same service shall be deducted from the cost of providing the mental health services covered by the Negotiated Rate. A portion of the State-approved NR, which in some cases may be higher than the contracted NR, may be retained by DMH as DMH's share of reimbursement from SDMH.

13.39 NR

Negotiated Rate.

13.40 Party or Parties

DMH or University, or both, as appropriate.

13.41 PATH

Federal Projects for Assistance in Transition from Homelessness grant funds.

13.42 RGMS

DMH's Revenue Generation Management system which is included as a substation in MIS.

13.43 RO/TCM Manual

SDMH's Short Doyle/Medi-Cal Manual for the Rehabilitation Opetion and Targeted Case Management.

13.44 SAMHSA

Federal Substance Abuse and Mental Health Services Administration block grant funds.

13.45 SDMH

The State of California Department of Mental Health.

13.46 DSS

The State of California Department of Social Services.

13.47 Section 1115 Waiver

The Medicaid demonstration project undertaken by DMH pursuant to a waiver by the Health Care Financing Administration of certain requirements of Title 19 of the federal Social Security Act, granted pursuant to Section 1115 of that Act.

13.48 Session

Sessions are periods of time where specified University personnel provide Academic and Medical Teaching services at DMH Facilities. The specific services, as well as the qualifications of University personnel required to perform these services, are defined in the individual addenda listed or adopted under section 2.1.

13.49 SFC

Service Function Code, as defined by Director, for a particular type of mental health service, and/or Title XIX Medi-Cal administrative claiming activity.

13.50 Training Program

A DMH Training Program or a University Training Program.

13.51 UMDAP

SDMH's Uniform Method of Determining Ability to Pay.

13.52 University

The University of California at Los Angeles or any of its Health Sciences Schools as appropriate to the context.

13.53 University Academic Administrator

Chair of the Department of Psychiatry and Biobehavioral Sciences, University of California at Los Angeles, who is responsible for overseeing the Academic and Medical Teaching Services at DMH facilities, pursuant to section 3.2.1 of this Agreement; and may also serve as the University Administrator.

13.54 University Administrator

The individual appointed by the University who is primarily responsible for overseeing the provision of all services provided under this Agreement.

13.55 University Housestaff

Residents and post-graduate physicians enrolled in University Training Programs and employed by University.

13.56 University Personnel

Full or part-time employees of University, and any other persons provided by University to perform services under this Agreement who are under University control or supervision (for example, University's Health Sciences Students and any Faculty who are not employed by DMH).

13.57 University Training Program

An accredited residency or other medical education, independent health profession or pharmacy programs sponsored by University, of which some portion of the training takes place at DMH Facilities and whose trainees are employed or sponsored by University

13.58 Contractor

Contractor refers to the University as described in 13.53.

Addendum A

Countywide Academic and Medical Teaching Services Program

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AI INTRODUCTION

University and DMH agree that this Addendum A shall be adopted under Section 2.1 ("Academic and Medical Teaching Services") of the Agreement of **July 1st, 2006**, between University and DMH. University and DMH further agree that this Addendum A shall be subject to all of the provisions of the Agreement governing Academic and Medical Teaching Services, except where otherwise specified in this Addendum A.

A2 DESCRIPTION OF SERVICES

A2.1 Countywide Academic and Medical Teaching Services Program

University shall assign UCLA Department of Psychiatry and Biobehavioral Sciences faculty members ("University Faculty") to provide Academic and Medical Teaching Services in DMH Facilities to DMH personnel.

These services shall be measured and provided in terms of "sessions." The scheduling, content, and location of these sessions shall be described in Sections A2.2 and A2.3.

A2.2 Scheduling and Content of Sessions

The scheduling and content of sessions under this Section shall be developed by the Joint Mental Health Operations Committee ("Committee"). The Committee may delegate responsibility for creating initial scheduling and content to a subcommittee. However, any final session schedule or content must be approved by the full Committee, as required by Section 5.1.1.4.3 of the main Agreement.

The Committee shall develop scheduling and content to implement the following objectives:

a) Developing a comprehensive programmatic approach to evaluate, improve, and expand programs offered to clients in DMH Facilities;

b) Providing DMH physicians, other DMH mental health professionals, and non university public sector mental health providers with training in the state-of-the-art knowledge regarding mental illness, psychopharmacology, and novel approaches to interventions and rehabilitation;

c) Increasing the collaboration between the University and the DMH facilities in establishing quality and outcome procedures to ensure continuous quality improvement in services provided;

d) Improving the ability of DMH to educate and hire qualified physicians and allied mental health professionals through the participation of trainees in public sector training programs;

e) Ensuring the development of personnel and protocols necessary for the establishment of a seamless system of care spanning inpatient and outpatient public and private sector settings;

f) Promoting a diversified and professionally stimulating environment within the community mental health program that ensures improvements in staff recruitment and retention;

g) Enhancing the training opportunities for all UCLA clinical interns and psychiatry residents within the field of community mental health and non university public sector settings; and

h) Including DMH Facilities within the research framework of the University, through the UCLA Neuropsychiatric Institute and Hospital.

In developing the scheduling and content of these sessions, the Committee shall also specifically set forth and describe the forms in which these services shall be provided, taking into account the specific needs of individual DMH Facilities. These forms include, but are not necessarily limited to, the following:

a) Presentations;

b) Seminars;

c) Round table discussion groups;

d) One-on-one tutorials;

e) Case consultations and conferences;

f) Participation in staff meetings;

g) Observation and evaluation of mental health services delivery and client interaction; and

h) Consultations on facility-specific issues.

As set forth in Section 5.1.1.4.3 of the main Affiliation Agreement, the final schedule approved by the Committee shall describe in detail the form by which services will be provided, who shall participate, the anticipated time, date, location, and duration of each session, as well as the specific topics to be covered.

A2.3 Location of Sessions

As provided in Section A2.2, the Committee shall jointly develop a schedule for the provision of Countywide Academic and Medical Teaching Services sessions by University Faculty. The Committee shall schedule these sessions among the following DMH Facilities in a manner to best achieve the goals expressed in Section A2.2, as well as the needs of the individual facilities:

Antelope Valley Mental Health Center
Arcadia Mental Health Center
Augustus F. Hawkins Mental Health Center
Coastal Asian Mental Health Center
Compton Mental Health Center
Downtown Mental Health Center
Edmund D. Edelman Westside Mental Health Center
Forensic Mental Health Services
Hollywood Mental Health Center
Jail Mental Health Services
Long Beach Mental Health Center
Northeast Mental Health Center
Palmdale Mental Health Center
Rio Hondo Mental Health Center
Roybal Family Mental Health Centers
San Antonio Mental Health Center
San Fernando Mental Health Center
San Pedro Mental Health Center
Santa Clarita Mental Health Center
South Bay Mental Health Center
Valley Coordinated Children's Mental Health Services
West Central Mental Health Center
West Valley Mental Health Center

A2.4 Additional Academic, Medical Teaching Services, Program Evaluation and Research Focusing on Improving Services for Underserved Populations and Geographic Areas with a Substantial Component in conjunction with the National Institute of Mental Health (NIMH)

University shall provide for additional consultation, training, and academic supervision in support of an initiative that will focus on the development of innovative approaches and to identify barriers to access to quality mental health services, particularly for focal populations and geographic areas that have been underserved. This initiative will include research and program evaluation developed in partnership with NIMH, DMH and University. Research and program evaluation shall include, but not be limited to evidence-based, short-term treatment approaches; family treatment approaches; peer to peer approaches; community linkage of incarcerated mentally ill, supportive housing alternatives, changing the culture of care to a recovery model, that includes co-occurring substance abuse, as well as mental and/or physical health disorders. Funding of jointly developed proposals and research will be through the NIMH granting mechanisms.

The administration and development of this initiative will be the responsibility of and coordinated by the DMH Academic Administrator who will also serve as the

DMH – NIMH Initiative Project Manager. Additional academic and medical teaching services, program evaluation and adjunctive support in underserved geographic areas may also be provided through the Drew University or other affiliated academic programs as determined by the DMH Academic Administrator. Due to the specialized nature of these services, these services shall not be subject to the planning, content, scheduling, and certification provisions set forth in Section 3.1.2 ("Nature and Scope of Academic and Medical Teaching Services") of the Agreement and its subsections. Furthermore, the Joint Mental Health Operations Committee shall not conduct any strategic planning, session content and scheduling, or claim resolution activities, as may be called for in Section 5.1.1 ("Joint Mental Health Operations Committee") or its subsections, regarding services provided under this Addendum, Section A2.4.

A2.5 Additional Academic and Medical Teaching Services for the Harbor-UCLA Medical Center and Metropolitan State Hospital, through Harbor-UCLA Medical Center

University, through the Harbor-UCLA Medical Center, shall provide for additional consultation, training, and academic supervision for the inpatient and outpatient programs at Harbor-UCLA Medical Center and for the adult and children's programs at Metropolitan State Hospital. These services shall include, but not be limited to, clinical psychological testing, evaluation, and therapy services provided by clinical psychology interns and fellows as part of their training programs, and teaching and training of psychiatry interns, residents and facility staff in the areas of psychiatric emergency, crisis, and general adult/child outpatient and inpatient services. In addition, faculty from Harbor-UCLA Medical will provide training and consultation to the communities served, including mental health service providers, clients, and family members. Due to the specialized nature of these services, these services shall not be subject to the planning, content, scheduling, and certification provisions set forth in Section 3.1.2 ("Nature and Scope of Academic and Medical Teaching Services") of the Agreement and its subsections. Furthermore, the Joint Mental Health Operations Committee shall not conduct any strategic planning, session content and scheduling, or claim resolution activities, as may be called for in Section 5.1.1 ("Joint Mental Health Operations Committee") or its subsections, regarding services provided under this Addendum, Section A2.4.

Not withstanding the above, services provided under this section must have the prior written approval of a detailed annual budget/spending plan for all covered services and expenditures by the DMH and UCLA Academic Administrator.

A3 FINANCIAL PROVISIONS

A3.1 Countywide Academic and Medical Teaching Services Program

For each year of this Agreement, University shall provide the Academic and Medical Teaching Services described in Section A2.1 according to the levels and rates set forth in the following chart:

Number of Sessions	661
Cost Per Session	$400
Cost for Academic and Medical Teaching Services	$264,400

For purposes of developing and coordinating the Academic and Medical Teaching Services provided under Section A2.1, A2.4, and A2.5 of the Affiliation Agreement, University may devote a portion of the funding for Academic and Medical Teaching Services sessions to program development and coordination activities. The total amount for this function shall not exceed **$70,000** annually. Reimbursement for Countywide Program Development and Coordination Activities shall be paid monthly in arrears by invoice from University to DMH based on University's cost for expenditures, subject to the terms and conditions set forth in the main Affiliation Agreement.

A3.2 Additional Academic, Medical Teaching Services, Program Evaluation, and Research Focusing on Improving Services for Underserved Populations and Geographic Areas with a Substantial Component in conjunction with the NIMH

For the services described in A2.4, DMH shall pay to University an amount not to exceed **$622,375** annually for the term of the Agreement and the collaborative work being done with the NIMH related to special populations. Reimbursement for these services shall be paid monthly in arrears by invoice from University to DMH based on one twelfth of the annual academic service plan and budget, with the written approval of the DMH Academic Administrator and subject to the terms and conditions set forth in the main Agreement.

Reimbursement under this section must have the prior written approval of the DMH Academic Administrator or his/her designee. Resources and funding under this section may be reallocated between identified areas in this section with the prior approval of the DMH Academic Administrator or his/her designee, based on changes in service needs.

A3.3 Additional Academic and Medical Teaching Services for Harbor-UCLA Medical Center and Metropolitan State Hospital through Harbor-UCLA Medical Center

For the services described in A2.5, DMH shall pay to University an amount not to exceed **$561,878** annually for the term of the Agreement for the Harbor-UCLA Medical Center and Metropolitan State Hospital programs. Reimbursement for these services shall be paid monthly in arrears by invoice from University to DMH based on one twelfth of the annual academic service plan and budget, subject to the terms and conditions set forth in the main Agreement. Services to Harbor-UCLA Medical Center and to Metropolitan State Hospital shall be invoiced separately.

A3.4 MCA for Addendum A

The (new) MCA for Addendum A is:

Program	**FY 2006-2007**
Countywide Academic and Medical Teaching Services Program	$264,400
Additional Academic, Medical Teaching Services, Program Evaluation, and Research Focusing on Underserved Populations and Geographic Areas with a Substantial Component in conjunction with the NIMH	$622,375
Additional Academic and Medical Teaching Services for Harbor-UCLA Medical Center and Metropolitan State Hospital	$561,878
Total MCA for Addendum A	**$1,448,653**

A3.5 Administration and Management

In recognition of the collaborative nature of this Affiliation Agreement, University shall contribute, at no cost to DMH, the managerial and administrative activities necessary to implement the program of services described in this Addendum. These activities include participation in the Joint Mental Health Operations Committee as called for in this Addendum and the Agreement.

The parties anticipate that the administrative and managerial efforts required to implement the program will be substantial, due to its novel and innovative nature. In addition, the parties recognize that this program will need to be continually monitored, improved, and refined in order to implement its objectives.

In light of these considerations, University has agreed to commit University personnel to providing, at no cost to DMH, no less than 240 hours per Contract Year to the particular administrative and managerial activities required to implement, monitor, and develop this new program. The parties anticipate that the greater part of these hours will be devoted to the Committee's responsibilities set forth in Sections A2.2 ("Scheduling and Content of Sessions") and A2.3 ("Location of Sessions"). University shall provide adequate documentation, such as meeting minutes, to DMH of these administrative and managerial services.

Minimum Number of Hours for Initial Period	240
Cost to DMH	$0.00

A3.6 Payment Procedures

University and DMH understand and agree that persons providing Academic and Medical Teaching Services under this Agreement are faculty members of the Harbor-UCLA Medical Center - Department of Psychiatry, Charles R. Drew University - Department of Psychiatry, and/or David Geffen School of Medicine at UCLA – Department of Psychiatry and Biobehavioral Sciences or guest lecturers. The parties understand and agree that the University shall be responsible for submitting monthly claim and certification forms and invoices as described in Section 6 under the Affiliation Agreement ("Financial' Provisions") and in this Section A3 for Academic and Medical Teaching Services provided by Harbor-UCLA Medical Center, Charles R. Drew University, and David Geffen School of Medicine at UCLA faculty at DMH designated sites. Upon receipt and approval of invoices from the University, DMH shall directly reimburse each aforementioned practice plan for services set forth in Section A2.2, ("Scheduling and Content of Sessions), A2.4 and A2.5 according to the levels and rates set forth in A3.1 ("Countywide Academic and Medical Teaching Services Program"), and A3.2 and A3.3 (Additional Academic and Medical Teaching Services).

University shall submit invoices to:

DMH ACADEMIC ADMINISTRATOR
COUNTY OF LOS ANGELES- DEPARTMENT OF MENTAL HEALTH
550 SOUTH VERMONT AVENUE, 12TH FLOOR
LOS ANGELES, CALIFORNIA 90020

DMH shall send payment to:

UCLA-NEUROPSYCHIATRIC INSTITUTE
DEPARTMENT OF FINANCE
760 WESTWOOD PLAZA, ROOM B7-35
LOS ANGELES, CALIFORNIA 90024-1759
ATTENTION: ASSISTANT DIRECTOR OF FINANCE

UCLA-HARBOR MEDICAL FOUNDATION, INC.
21840 SOUTH NORMANDIE AVENUE, SUITE 200
TORRANCE, CALIFORNIA 90502
ATTENTION: CHIEF EXECUTIVE OFFICER

CHARLES R. DREW UNIVERSITY
DEPARTMENT OF PSYCHIATRY - HAWKINS BUILDING 1021
1720 EAST 120TH STREET LOS ANGELES, CA 90059
ATTENTION: CHAIRMAN OF PSYCHIATRY & HUMAN BEHAVIOR

Addendum B

Edmund D. Edelman Westside Mental Health Program

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B4 FINANCIAL PROVISIONS 5

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B1 INTRODUCTION

B1.1 General

University and DMH agree that this Addendum B shall be adopted under section 2.1 ("Academic and Medical Teaching Services") of the Affiliation Agreement of July 1st, 2006, between University and DMH. University and DMH further agree that this Addendum B shall be subject to all of the provisions of that Agreement governing Academic and Medical Teaching Services, except where otherwise specified in this Addendum B.

B2 DESCRIPTION OF SERVICES

B2.1 Services

University shall place fifth-year psychiatric fellows and psychiatric residents at Edelman to provide Academic and Medical Teaching Services. These services shall be measured and provided in terms of "sessions," as provided in the main Affiliation Agreement.

B2.2 Content of Sessions

The initial content of sessions for psychiatry fellows and residents shall be developed by University to provide academic training and clinical experience at Edelman as part of the mental health program provided at this site.

In developing the initial content of these sessions, University shall ensure that fellows and residents:

a) Engage Edelman clients in medication evaluation, medication support, and crisis intervention;

b) Participate in multidisciplinary team meetings and case planning discussions with the Edelman staff; and

c) Receive direct supervision by Edelman psychiatrists who hold clinical faculty appointments at UCLA School of Medicine including performance evaluations and oversight of training experience in a community-based, integrated, multidisciplinary team treatment approach.

The initial session content developed by University Faculty shall be subject to review and modification by the Joint Mental Health Operations Committee ("Committee"), as provided in section 5.1.1.5.3 in the main Affiliation Agreement.

B3 ADDITIONAL PROVISIONS

B3.1 Medical Students

University may place medical students, at no cost to DMH, for their outpatient psychiatry rotations at Edelman. County Mental Health Psychiatrists will provide supervision of these students. DMH Director reserves the right to limit the scope of supervision if such supervision interferes with the other duties of County Mental Health Psychiatrists. These students shall be subject to the notification requirements set forth in section 3.1.4 of the Agreement.

B3.2 Edelman Clinical Staff

Edelman clinical staff qualified for faculty appointment may become faculty of UCLA for services provided under this agreement in accordance with County regulations regarding outside employment.

B4 FINANCIAL PROVISIONS

B4.1 Amount of Services to Be Provided

Each year of this Agreement, University shall provide the Academic and Medical Teaching Services described in section B2.1 ("Services") according to the levels and rates set forth in the following chart:

Positions	*Number of Sessions*	*Session Rate*	*Cost*
Community Psychiatric Fellow(s) (PGY-5)		$0.00	$0.00
Child and Adolescent Psychiatric Fellows		$0.00	$0.00
Community Psychiatric Residents		$0.00	$0.00
TOTAL			$0.00

B4.2 Management and Administration

Each year of this Agreement, University shall contribute, at no cost to DMH and in recognition of the collaborative nature of this Affiliation, the managerial and administrative activities necessary to implement the program of services described in this Addendum. These activities include participation in the Joint Mental Health Operations Committee as called for in this Addendum and this Affiliation Agreement.

Addendum C

Training, Intervention, Education, and Support ("TIES") for Adoption

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FINANCIAL SUMMARY

RATE SCHEDULE

C1 INTRODUCTION

C1.1 General

University and DMH agree that this Addendum D shall be adopted under section 2.2 ("Mental Health Services") of the Affiliation Agreement of July 1st, 2006, between University and DMH. University and DMH further agree that this Addendum D shall be subject to all of the provisions of that Agreement governing Mental Health Services, except where otherwise specified in this Addendum D.

C1.2 Conflicting Negotiation Package Terms Superseded by Terms of this Addendum

As provided in section 3.2.1.1 and 4.2.2.1 of the main Affiliation Agreement, terms contained in this Addendum shall supersede conflicting terms in the Negotiation Package submitted by University in connection with this Mental Health Services Program.

C2 DESCRIPTION OF SERVICES

C2.1 Overview

University shall provide Mental Health Services to County through its Training, Intervention, Education, and Services ("TIES") for Adoption Program (the "Program"). The provision of these services is intended to promote successful adoption, growth, and development of children with special needs, including prenatal substance exposure, who are in foster care. The program provides adoptive parents with the training and support they need to facilitate successful adoption of children for whom, historically, it has been difficult to find adoptive homes, and supports the children through the adoption process. Many of these children have had multiple placements primarily due to mental health and behavioral problems that impair their functioning and jeopardize the stability of placements.

The Mental Health Services to be provided by University shall include medication support, case management services, and case management brokerage, to be provided individually or through group counseling. The Mental Health Services shall be provided countywide from the service site located at 1000 Veteran Avenue, Los Angeles, California, 90095-7142 (the "Service Site"), which is located near the UCLA campus.

Depending on the child's presenting problems and the parents' needs, a family may receive one or more of several Mental Health Services through the Program:

a) Record review and consultation;

b) Parent counseling;

c) Child therapy;

d) Psychological assessment of child;

e) Parent support group;

f) Psychiatric evaluation;

g) Pediatric consultation; and

h) Mental health related educational consultation.

University shall assign a coordinator as a case manager for all children (and their foster parents, adoptive parents, and their childrens' social workers) receiving Mental Health Services through the Program.

Depending on each client's needs, the Mental Health Services to be provided by University may include those described in detail in section C3 ("University Responsibilities").

psychology) under close supervision by a licensed clinical psychologist. Parents may be asked to fill out questionnaires regarding the child's behavioral functioning and temperament.

C3.1.2 Counseling and Intervention Services

C3.1.2.1 Individual Therapy for Child

Individual play psychotherapy is provided to children between age three (3) and eight (8) to (a) ameliorate symptoms and feelings of grief and loss, (b) cope with previous trauma, abuse, and neglect; (c) deal with impaired self-esteem, (d) process ambivalent feelings about joining a new family; and (e) develop strategies to deal with feelings of anger and help them achieve greater behavioral control.

C3.1.2.2 Collateral Parent Counseling

Collateral parent counseling is offered on a weekly basis and may be short-term or long-term depending upon the severity of the child's mental health needs and issues of the parents. Parents are helped to (a) understand children's behavior and symptoms in the light of their previous experiences and possible traumatic history; (b) develop effective behavior strategies for their child; (c) understand the child's temperament and develop parenting strategies for the child's particular temperamental characteristics; (d) deal with attachment, grief, and loss issues of the child and the family; (e) understand normal child development and developmental stages; and (f) cope with the challenges of being a new parent to a child with special needs. Usually, parent counseling will be provided at the Service Site. Occasionally, however, home visits will be planned, particularly with parents of very young children.

C3.1.2.3 Child Group Psychotherapy

Child psychotherapy groups shall meet concurrently with five (5) of the six (6) parent psychotherapy groups. Group activities shall be conducted that help the children understand the shared experiences of adoption and loss of previous caregivers and relationships. Group leaders shall help children develop social skills and encourage children to verbally express themselves.

C3.1.2.4 Parent Collateral Group Therapy

Collateral group therapy for parents is held once per month for one and a half (1.5) hours.

C3.1.3 Psychological Testing

Cares that present challenging questions about the child's cognitive, academic, behavioral, emotional functioning, and/or diagnosis shall be referred to the Program's Assessment Coordinator by the clinician. The primary clinician (case manager) shall provide basic background information and the current questions/concerns. The background information for cases that are considered for psychological testing are reviewed and appropriate cases are scheduled for psychological testing with a psychologist, unlicensed Ph.D., Psy.D., or advanced graduate student with a master's degree in clinical psychology. Assessment reports are supervised by the Assessment Coordinator.

C3.2 Staffing and Personnel Providing Mental Health Services

C3.2.1 General

University shall provide the Mental Health Services under this Agreement through psychiatrists, pediatricians, psychologists, clinical social workers, mental health rehabilitation specialists, and graduate students in the Ph.D. program in Clinical Psychology at UCLA.

C3.2.2 Unlicensed Psychologists and Social Workers

All unlicensed psychologists and social workers will receive weekly individual and group supervision provided by a licensed staff member.

C3.2.3 Graduate Students

University's graduate students shall serve as psychological assessors, therapists for parents and children, and support group facilitators in providing Mental Health Services under this Agreement. All graduate students shall hold master's degrees in clinical psychology and shall be closely supervised by licensed clinical psychologists. University's supervisors shall ensure that these students provide services commensurate with their experience and level of education.

C3.2.4 Volunteers

Volunteers shall assist Program staff members during children support groups and shall assist the group leaders with group activities. Additionally, volunteers shall attend a quarterly meeting run by a licensed

psychologist. Volunteers will be required to undergo a background/fingerprint check and will sign a Statement of Confidentiality. A licensed staff member shall supervise and provide direction to these students throughout the group.

C3.2.5 Confidentiality

The University shall inform all of its students and volunteers about the confidential nature of the client information obtained during participation in the Program. All students and volunteers shall be required to sign a Statement of Confidentiality form indicating that they understand and agree to maintain the confidentiality of the information with which they will come into contact.

C3.3 Eligibility and Referral to the Program

All children must be covered under the Medi-Cal with EPSDT, have emotional disturbance, and meet Medi-Cal medical necessity criteria in order to be eligible to obtain Mental Health Services through the Program.

C3.3.1 Informing Prospective Parents about the Program

Prospective adoptive parents of the children to be served, may be introduced to the Program and its services during their participation in mandatory adoptive parents training sessions ("MAPP") provided by the County Department of Children and Family Services ("DCFS") for unattached (recruited) families. A Program staff member shall attend the final MAPP meeting and present information about the services that are available through the Program.

C3.3.2 Referral and Intake Procedures

After completing the preparation sessions and when they are matched with a child, the family should contact their DCFS Adoptions Division CSW if they wish to access Program services. In other cases, families may elect to request Program services several weeks or months after the child has been placed in their home. The family's CSW or the Program's DCFS liaison shall contact the Program's Intake Coordinator who shall obtain basic demographic information about the family and child, presenting problems and the type(s) of service they are requesting. Intake will be conducted by a University clinician who is either a LCSW or a psychologist (Ph.D. or Psy.D.). The LCSW shall forward background information about the child to the Program with appropriate consent forms to be signed (Declaration in Support of Access to Juvenile Records Form, see California Welfare and Institutions Code section 827). Intake hours are between 9:00 a.m. and 6:00 p.m., Monday through Friday.

Should families contact the Program directly requesting services, they will be referred back to their CSW and the above intake procedure shall be followed.

C3.3.3 Assignment of Cases

The Program's Intake Coordinator and the Assistant Project Director I shall review the information received and assign the case to the appropriate professionals on the University's interdisciplinary team. Usually, cases shall be assigned within a week of first contact with the referring CSW, unless there is a delay in receiving the intake referral and/or background information from DCFS. First contact with the family by phone or in person usually shall occur within one (1) to two (2) weeks after initial contact with the referring CSW.

C3.4 Availability and Scheduling of Mental Health Services

As of the date of execution of this Addendum, there is no waiting list for Mental Health Services through the Program, except for the support groups for children and for parents. In the event that a waiting list becomes necessary, children will be seen in the order in which their families requested services. However, cases will also be prioritized based on the severity of the presenting problem of the child and the level of distress expressed by the prospective adoptive families. Children whose behavior is more disturbed (for example, running away or exhibiting aggressive behavior) or families expressing more concern about the viability of the placement will be moved to the top of the waiting list and will be seen as soon as a mental health professional on the staff has an opening.

C3.5 Discharge

Cases shall be closed when children and their families have met their treatment goals. Treatment goals are related to improvement of the child's social functioning and skills, and reduction of emotional and behavioral symptoms. In addition, treatment goals relate to the successful transition of the child into their new home and working through their grief and loss, as well as the parents' increased confidence and competence in parenting a special needs child.

Discharge planning shall be discussed with the child(ren) and their caregivers and an appropriate termination plan shall be developed and carried through all treatment staff practice within the scope of their license or area of educational background. All written paperwork, including Service Plans, Coordination Plans, and Outcome Measures will be prepared within the timeframe specified by the County.

When a family is discharged from all forms of treatment, they will be advised that they can contact their therapist or the Program Director at a future time if a need

for additional services arises. If necessary, they may be referred to resources in their communities.

C3.6 Agency Discharge/Follow-Up Procedures

Families who receive time-limited services such as record review and consultation or psychological assessment through the Program, need further follow-up, and cannot receive on-going services at the service site because of the site's distance from their home shall be referred to individual practitioners and/or agencies in the family's community. Every effort shall be made to locate practitioners who accept Medi-Cal, when necessary, and to find clinicians who are familiar with the issues facing children in foster care and adoption.

C4 FUNDING AND REIMBURSEMENT

C4.1 County Obligation

By virtue of their involvement with the Department of Children and Family Services Adoption Division, all children served by this Program will have full scope Medi-Cal.

Therefore, the Program will be effectively funded by EPSDT funds and County General Funds. The Maximum Contract Amount for this Program for each Contract Year shall not exceed _____dollars ($_____).

C4.2 County Responsibilities

County's responsibilities under this Addendum are:

a) Serve as fiscal intermediary for EPSDT funds; and

b) Provide funding each Contract Year not to exceed the annual amount of _____ dollars ($_____).

C4.3 Maximum Contract Amount (Adopted Budget)

The Maximum Contract Amount for the Program is $_____ for each Contract Year.

The Program will be effectively funded by EPSDT Growth CGF Match funds in the amount of _____ dollars ($_____), Non EPSDT-FFP CGF Match funds in the amount of _____ dollars ($_____), EPSDT-SGF funds in the amount of _____dollars ($_____), EPSDT-FFP funds in the amount of _____ dollars ($_____), and non EPSDT-FFP funds in the amount of _____ dollars ($_____).

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
AFFILIATION AGREEMENT

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.

Sin culpa.

Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Healthand Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?
La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?
No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?
El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Affiliation Agreement's Paragraph 11.41 (UNIVERSITY'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

_____, (hereafter "Contractor") that all of its officers, employees, agents and/or sub-contractors are not presently excluded from participation in any federally funded health care programs, nor is there an investigation presently pending or recently concluded of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federally funded health care program, nor are any of its officers, employees, agents and/or sub-contractors otherwise likely to be found by a federal or state agency to be ineligible to provide goods or services under the federally funded health care programs.

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

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

ATTACHMENT III

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 A-1a

CONTRACT NUMBER

REFERENCE NUMBER

AFFILIATION AGREEMENT

BY AND BETWEEN

CEDARS-SINAI MEDICAL CENTER

AND

THE COUNTY OF LOS ANGELES

THROUGH ITS

DEPARTMENT OF MENTAL HEALTH

(DMH)

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2006-2007, 2007-2008, AND 2008-2009

SERVICE EXHIBIT

- Exhibit A — SAFELY SURRENDERED BABY LAW FACT SHEET (IN ENGLISH AND SPANISH)
- Exhibit B — CHARITABLE CONTRIBUTIONS CERTIFICATION

1 INTRODUCTION

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

RECITALS

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

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

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

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

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

2 TERM AND TERMINATION

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

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

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

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

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

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

(a) If DMH determines that:

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

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

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

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

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

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

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

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

3 RESPONSIBILITIES OF MEDICAL CENTER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4 RESPONSIBILITIES OF DMH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 FINANCIAL PROVISIONS

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

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

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

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

6 RECORD MAINTENANCE AND DISCLOSURE REQUIREMENTS

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

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

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

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

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

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

7 INDEMNIFICATION

7.01 MUTUAL INDEMNIFICATION: Each party hereby agrees to indemnify, hold harmless, and defend the other party and the other party's directors, officers, trustees, employees, independent contractors, agents, and representatives, insofar as it may legally do so, from and against all liability, damages, costs (including costs of investigation, defense and reasonable attorneys' fees), expenses, or payment of any sum or sums of money due to persons whomsoever on account of claims, liabilities, suits, liens, garnishments, attachments, costs (collectively "Claims") for injuries to persons, including death and disability, or damage to property arising from, or allegedly arising from, any act, omission, or negligence of the indemnifying party or its officers, directors, employees, independent contractors, agents, or representatives, and for any Claims in any way attributable to employment practices or conduct, Program Resident discipline (including, but not limited to, any practices or conduct which are or are alleged to be in violation of any statute, common law, regulation, policy, or administrative interpretation or guide concerning wage and hour practices, health and safety, workers' compensation, employment

discrimination, payroll taxes, labor relations, wrongful discharge, tortious conduct, breach of the employment relationship, whether based on oral, written, or implied contract including breach of any collective bargaining contract to which such party is bound or any other aspect of employment whatsoever), or the performance of this Agreement.

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

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

8 INSURANCE

8.01 LIABILITY INSURANCE: During the term of this Agreement, each party shall at all times maintain in full force and effect, a policy or policies of comprehensive general liability insurance including professional liability coverage or a funded self-insurance program (collectively, "Insurance") in an amount not less than One Million Dollars ($1,000,000) per occurrence, and Three Million Dollars ($3,000,000) annual aggregate, exclusive of defense costs, covering acts of negligence and malpractice with respect to the services to be provided under this Agreement.

8.02 WORKERS' COMPENSATION INSURANCE: Medical Center shall maintain Workers' Compensation Insurance (or a funded program of self-insurance) coverage for all its employees, including Program Residents, in such amount and form as required by the laws of the State of California.

8.03 INSURANCE COVERAGE: In the event that any Insurance required pursuant to this Agreement is in a "claims made" form, as opposed to an "occurrence" form (as such terms are used in the insurance industry), coverage shall be maintained for claims occurring during the Term of this Agreement and for the longer of: (a) three (3) calendar years after the termination of this Agreement; or (b) three (3) calendar years after the "claims made" policy is canceled, non-renewed, or expires. In the event a "claims made" policy is canceled, non-renewed or expires, the party with such "claims made" insurance shall provide to the other party an endorsement stating that coverage is afforded for: (a) a discovery period

of three (3) calendar years following the termination of this Agreement; or (b) the cancellation, non-renewal or expiration of the "claims made" policy.

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

If to DMH:
Los Angeles County Department of Mental Health
550 South Vermont Avenue
Los Angeles, CA 90020
Attention: Director, Contracts Development and Administration

If to Medical Center
Cedars-Sinai Medical Center
8700 Beverly Boulevard, TSB 130
Los Angeles, California 90048-1865
Attention: Director, Risk Management

8.05 SURVIVAL: This Article VIII shall survive the termination or expiration of this Agreement.

9 ADDITIONAL PROVISIONS

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

9.02 CONFIDENTIALITY: Each party shall maintain the confidentiality of all confidential mental health records and information, including, but not limited to, claims, County records, patient/client records and information, and Integrated Systems (IS) records, in accordance with Welfare and Institutions Code (WIC) Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Each party shall require its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and

agreement to fully comply with all such confidentiality provisions. Each party shall indemnify and hold harmless the other party, its officers, employees, and agents from and against any and all loss, damage, liability, and expense arising from any disclosure of such confidential mental health records and information by the other party, its officers, employees, or agents.

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

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

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

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

(c) Medical Center Program Residents: Medical Center shall assure that each Program Resident shall sign a statement on a form provided by Medical Center in accordance with the above Code sections to the effect that such person has knowledge of, and will comply with, these Code sections.

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

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

9.06 NONDISCRIMINATION IN EMPLOYMENT:

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

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

applicable Federal and State anti-discrimination laws and regulations. Medical Center shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provision of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.)

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

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

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

(f) In the event that Medical Center violates any of the anti-discrimination provisions of this Section 9.05, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquated damages in lieu of terminating or suspending this Agreement.

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

9.08 WARRANTY AGAINST CONTINGENT FEES: Medical Center warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fees, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Medical Center for the purpose of securing business. For Medical Center's breach or violation of this warrant, DMH may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.09 CONFLICT OF INTEREST:

(a) No county employee whose position in County enables such employee to influence the award or administration of this agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Medical Center or have any director or indirect financial interest in this Agreement. No officer or employee of Medical Center who may financially benefit from this provision of services hereunder shall in any way participate in county's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

(b) Medical Center shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Medical Center warrants that it is not aware of any facts which create a conflict of interest. If Medical Center hereafter becomes aware of any facts which might reasonable be expected to create a conflict of interest, it shall immediately make full written disclosure of all persons implicated and complete description of all relevant circumstances.

9.10 UNLAWFUL SOLICITATION: Medical Center shall require its Program Residents to acknowledge, in writing, understanding of and agreement to comply with the provision of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative

steps in its performance hereunder to insure that there is no violation of such provisions by its Program Residents.

9.11 INDEPENDENT STATUS OF MEDICAL CENTER:

(a) This agreement is by and between DMH and Medical Center and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or associate, as between DMH and Medical Center. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

(b) Medical Center shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensations and benefits. DMH shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Medical Center.

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

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

9.12 DELEGATION AND ASSIGNMENT BY CONTRACTOR:

(a) Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part,

without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

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

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

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

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

in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

9.15 COMPLIANCE WITH APPLICABLE LAW: Medical Center and its Program Residents shall abide by all DMH and Facility protocols, policies and procedures, rules and regulations, and all applicable Federal, state and local laws, regulations, ordinances, rules, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to their performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

9.16 THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

9.18 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES: Each party shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, registrations and certificates as required by law for the provision of their respective services hereunder. Copies of all such licenses, permits, registrations and certifications as required by law shall be made available to DMH or Medical Center, respectively, upon request.

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

9.20 ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement or Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

9.21 INTERPRETATION: Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the Agreement is to be performed and shall not

be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

9.22 FORCE MAJEURE:

(a) Neither party hereto shall be liable for any delay or failure in the performance of any obligation under the Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A contingency for the purposes of this Agreement shall constitute acts of God, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order, control or insistence by any governmental or military authority.

(b) The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof, and all such contingencies shall, to the extent reasonably possible, be remedied with all reasonable efforts and dispatch. The existence of such contingencies shall justify the suspension of performance hereunder by either party and shall extend the time for such performance for a period of delay; provided, however, that if such period of delay exceeds sixty (60) days from the date of such notice, either party shall have the right to terminate this Agreement.

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

9.24 ENTIRE AGREEMENT: The body of this Agreement and the Exhibit(s) attached hereto and incorporated herein by reference, constitute and are intended to constitute the final, entire, complete and exclusive agreement between the parties hereto pertaining to the subject matter thereof. This Agreement and the Exhibit(s) hereto expressly supersede any and all prior written and oral agreements and understandings between the parties hereto with respect to the subject matter hereof. Without limiting the generality of the foregoing, the terms and provisions of this Agreement and the Exhibit(s) hereto are intended by the parties hereto as a final

expression of their agreement with respect to the said terms and provisions and the subject matter hereof, and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement.

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

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

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

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

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

9.30 CHILD SUPPORT COMPLIANCE PROGRAM:

(a) Medical Center's Acknowledgement of County's Commitment to Child Support Enforcement: The Medical Center acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. The Medical Center understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "LA's Most Wanted: Delinquent Parents" poster in a prominent position at the Medical Center's place of business. The County's Child Support Services Department will supply the Medical Center with the posters to be used.

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

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

(2) As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Medical Center's duty under this Agreement to comply with all applicable provisions of law, the Medical Center warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required for the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earning Withholding Orders or

Child Support Services Department Notice of Wage and Earning Assignment for Child or Spousal Support, pursuant to code of Civil Procedures Section 706.031 and Family Code Section 5246(b).

9.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Medical Center shall notify its employees, and shall require each subcontractor used to perform services pursuant to this Agreement to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

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

9.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

(c) The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the

County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

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

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

(g) If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

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

(j) These terms shall also apply to subcontractors of County Contractors.

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

ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

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

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

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

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

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

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

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

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

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

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

9.37 COMPLIANCE WITH JURY DUTY SERVICE PROGRAM:

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

(b) WRITTEN EMPLOYEE JURY SERVICE POLICY:

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

(2) For purpose of this Section, "Contractor" means person, partnership, corporation or other entity which has an Agreement with the County, or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the lesser number is recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term temporary services of 90 days of less within a 12-month

period are not considered full-time for purpose of the Jury Service Program. If Contractor uses any subcontractor to perform services for the county under the Agreement, the subcontractor shall also be subject to the provisions on this Section. The provision of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

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

9.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Medical Center shall notify and provide to its employees, and shall require each subcontractor used to perform services pursuant to this Agreement to notify and provide to its employees, a fact

sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment II of this Agreement and is also available on the internet at www.babysafela.org for printing purposes.

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

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

9.41 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment B, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)."

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

service, three (3) business days after such communication is deposited with such service and addressed as aforesaid; or (iv) given by any other means when actually delivered at such address:

If to DMH:

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

If to Medical Center:

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

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

DMH"

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By_____
Principal Deputy County Counsel

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

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

"MEDICAL CENTER"

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

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

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

ACKNOWLEDGED AND AGREED TO:

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

I:\DMHASOC1\Cedars Affiliation Agreement\Cedars Affiliation Agreement rev 2-3-06.DOC

EXHIBIT A

CEDARS-SINAI MEDICAL CENTER
AFFILIATION AGREEMENT

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

¡Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles!

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT B

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

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

ATTACHMENT B

SPECIALIZED CONTRACT RENEWALS FOR FYs 2006-2007, 2007-2008, AND 2008-2009

COMMUNITY CARE RESIDENTIAL FACILITY (CCRF) AGREEMENTS

Item No.	CONTRACTOR	SUP. DIST.	Type of Service Exhibit*	Agreement Term	Intrerim Funding (IF) Rate ** FYs 2006-2009
1	A. Salsido Corporation 1248 East Tenth Street Long Beach, CA 90813	4	1011	3 Yrs.	N/A
2	Adams Residential Care Facility 1665 W. Adams Boulevard Los Angeles, CA 90007	2	1011	3 Yrs.	N/A
3	Atkins Residential Care Home 1706 W. Jefferson Boulevard Los Angeles, CA 90018	2	1011	3 Yrs.	N/A
4	Bel Air Guest Home 1440 N. Stanley Avenue Los Angeles, CA 90046	3	1011	3 Yrs.	N/A
5	Bell Gardens Manor 8424 S. Eastern Avenue Bell Gardens, CA 90201	1	1011	3 Yrs.	N/A
6	Braswell Rehab. Institute for Development of Growth & Educational Services, Inc. dba B.R.I.D.G.E.S. 11925-1/2 Elliott Street El Monte, CA 91732	1	1011	3 Yrs.	N/A
7	Clontarf Manor, Inc. 18432 S. Gridley Road Artesia, CA 90701	4	1011	3 Yrs.	N/A
8	Dare U to Care 316 W. 102th Street Los Angeles, CA 90061	2	1011	3 Yrs.	N/A
9	Doris' Home of Compassion 8921 S. Manhattan Place Los Angeles, CA 90047	2	1011	3 Yrs.	N/A
10	Excellent Care Center dba St. Andrew's Place 832 S. St. Andrews Place Los Angeles, CA 90005	2	1011	3 Yrs.	N/A

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

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

AFFILIATION AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Regents of the University of California, Los Angeles	*N/A								
2	Cedars-Sinai Medical Center	NP								

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

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

*N/A = Not applicable since Agreement is with a University.

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

ATTACHMENT B

SPECIALIZED CONTRACT RENEWALS FOR FYs 2006-2007, 2007-2008, AND 2008-2009

COMMUNITY CARE RESIDENTIAL FACILITY (CCRF) AGREEMENTS

Item No.	CONTRACTOR	SUP. DIST.	Type of Service Exhibit*	Agreement Term	Intrerim Funding (IF) Rate ** FYs 2006-2009
11	H.V. Group Home, Inc. 490 W. 14th Street Long Beach, CA 90813	4	1011	3 Yrs.	N/A
12	La Casa Consulting Group, Ltd. 1217 S. Alvarado Street Los Angeles, CA 90006	1	1011	3 Yrs.	N/A
13	Portals House, Inc. 255 S. Mariposa Avenue Los Angeles, CA 90004	2	1011	3 Yrs.	N/A
14	Rainbow Terrace 11720 Inglewood Avenue Hawthore, CA 90250	4	1011	3 Yrs.	N/A
15	Ramona Guest Home 9555 Ramona Street Bell Flower, CA 90706	4	1011	3 Yrs.	N/A
16	Smiley's Guest Home 622 W. 92nd Street Los Angeles, CA 90044	2	1011	3 Yrs.	N/A
17	Theodore Guest Home 960 S. Elden Avenue Los Angeles, CA 90006	2	1011	3 Yrs.	N/A
18	Truhlar - Jones Enterprises, Inc. 21515 S. Figueroa Street Carson, CA 90745	2	1011	3 Yrs.	N/A

* Service Exhibit 1011 is Mental Health 24 - Hour Services Interim Placement Funding for Basic Care Services.
**Funding for clients in these residential placements has been included in DMH's 2006-2007 CAO Proposed Budget.

DMH funds the Interim Funding (IF) Program through a revolving fund, which reimburses operators for a client's room and board and personal and incidental expenses, at the rate established by the California Department of Social Services for board and care facilities, prior to the establishment of Supplemental Security Income (SSI) eligibility. Once a client's SSI application has been approved, retroactive SSI payments are used to reimburse this fund.

CONTRACTOR:

_____ Contract Number

_____ Reference Number(s)

Business Address:

_____ Supervisorial District(s)_____

_____ Mental Health Service Area(s)_____

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENT

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EXHIBIT(S)

A. Mental Health 24-Hour Services Interim Placement Funding For Basic Care Services

B. Contractor Acknowledgement and Confidentiality Agreement

C. Contractor Employee Acknowledgement and Confidentiality Agreement

D. Fact Sheet on "Safely Surrendered Baby Law"

E. Attestation Regarding Federally Funded Programs

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COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ by and between the County of Los Angeles (hereafter referred to as "County") and

_____

_____

(hereafter referred to as "Contractor")

Business Address:_____

_____

_____

RECITALS:

WHEREAS, County desires to enter into an Agreement with Contractor whereby Contractor will provide services as outlined in the attached Service Exhibit for mentally ill adult clients in Los Angeles County who qualify for services which Contractor is equipped, staffed, and prepared to provide; and

WHEREAS, the objective of such services is to provide suitable care for clients no longer requiring hospitalization related to their mental illness and to provide alternatives to hospitalization; and

WHEREAS, basic care and supervision shall meet the requirements for licensure as a community care facility as defined in Section 1502 of the Health and Safety Code and in accordance with Welfare and Institutions Code, Sections 4012.6 and Title 22, Division 6, of the California Code of Regulations hereafter referred to as "Code"; and

WHEREAS, the County will reimburse Contractor for such services to mentally ill adult clients referred by the County for whom there is a determined need in accordance with Paragraph 3 (PAYMENT); and

WHEREAS, the County will reimburse Contractor as appropriate for life support services with interim placement funding until clients or Contractor begins receiving Supplemental Social Security Income payment or other third-party payment to cover such services; and

WHEREAS, as contemplated herein, Contractor shall provide basic services to clients referred by County Department of Mental Health in accordance with the requirements of the Welfare and Institutions

Code, Sections 4012.6 and Title 22, Division 6, of the California Code of Regulations, hereafter referred to as "Code"; and

WHEREAS, Contractor acknowledges and accepts that County has no obligation, legal or contractual, to refer or to place clients in any or all of Contractor's programs; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

WHEREAS, the term "Director" as used herein refers to County's Director of Mental Health or his authorized designee; and

WHEREAS, the term "fiscal year" as used herein refers to County's fiscal year which commences July 1 and ends the following June 30:

NOW, THEREFORE, the parties hereto agree as follows:

PREAMBLE

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

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

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

These shared values are encompassed in the COUNTY Mission to enrich lives through

effective and caring service and the COUNTY Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between COUNTY departments/agencies, and community and contracting partners.

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

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

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

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

- ✔ The COUNTY service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The COUNTY service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, COUNTY agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ COUNTY agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ COUNTY agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ COUNTY agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ COUNTY agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The COUNTY human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the COUNTY human services system for children and families should ultimately be judged by whether it helps achieve the COUNTY's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The COUNTY, its clients, contracting partners, and the community will continue to work together to develop ways to make COUNTY services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic

plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. COUNTY departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

The basis for all COUNTY health and human services contracts is the provision of the highest

level of quality services that support improved outcomes for children and families. The COUNTY and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

1. TERM OF CONTRACT:

A. Term of Contract

(1) The term of this Contract shall be 2 years commencing after execution by County's Board of Supervisors, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

(2) The County shall have the option to extend the Contract term for up to 2 additional one-year periods, for a maximum total Contract term of 3 years. Each such option year shall be exercised individually by the Department of Mental Health, Contracts Development and Administration Division.

(3) Contractor shall notify DMH Contracts Development and Administration Division when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to Department of Mental Health at the addresses herein provided in Paragraph 59 (NOTICES), "TO COUNTY 1," and "TO COUNTY 2".

B. Initial Period: The Initial Period of this Agreement shall commence on _____ and shall continue in full force and effect through _____.

C. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than thirty days prior to the end of the Initial Period.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on _____ and shall continue in full force and effect through _____.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on _____ and shall continue in full force and effect through _____.

(3) Third Automatic Renewal Period: If this Agreement is automatically renewed, the Third Automatic Renewal Period shall commence on N/A and shall continue in full force and effect through N/A, at which time this Agreement expires.

D. Termination:

(1) Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, agents, or employees to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant thereto shall constitute a material breach hereof and the Agreement may be terminated immediately.

(2) Failure to provide or bill for services to DMH clients for a period of twelve consecutive months will result in the automatic termination of this Agreement, which shall be effective upon written notice to Contractor by DMH. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

(3) In the event of termination of the Interim Funding portion of this Agreement and upon receipt by Contractor of notice of termination, Contractor shall make immediate and appropriate plans to transfer or refer all clients treated under this Agreement to other agencies for continuing care in accordance with the clients' needs. Such plans shall be approved by the Director or his authorized designee, except in such instances, as determined by Contractor, where an immediate client transfer or referral is indicated. In such instances, Contractor may make an immediate transfer or referral.

2. DESCRIPTION OF SERVICES: Contractor agrees to provide services as described in Exhibit A, inclusive, attached hereto and incorporated herein by reference. Services provided pursuant to attached Exhibit(s) shall be the same regardless of source of payment.

3. PAYMENT: Contractor shall bill County in arrears on billing forms provided by County. All billings shall clearly reflect all required information as specified on billing forms provided by County regarding services for which claims are to be made.

Billings shall be made and forwarded to County at least monthly. Within thirty (30) calendar days following receipt of a complete and correct billing form, County shall make payment in accordance with the approved rate of reimbursement for the period services are provided.

In the event Contractor provides Interim Funding Services as defined in Exhibit A, County shall reimburse Contractor at the currently approved Community Residential Care Rate. Payment shall be based on facility size and the level(s) of care for which Contractor is authorized to provide, and for which client is assessed by the Department of Mental Health's (DMH) case managers and/or staff.

Notwithstanding the foregoing, Contractor agrees that Interim Funding Services is not an entitlement program, and further agrees that only services provided for clients approved by Director or his authorized designee shall be reimbursed.

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

4. LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION 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 Paragraph 3 (PAYMENT) of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such change in allocation of funds at the earliest possible date.

5. 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.

6. PRIOR AGREEMENT(S) SUPERSEDED: Reference is made to that (those) certain document(s) entitled:

TITLE	COUNTY AGREEMENT NUMBER	DATE OF EXECUTION
Community Care Residential Facility Agreement	_____	_____

The parties hereto agree that the provisions of said prior agreement(s) shall be entirely superseded, as of date of execution by County's Board of Supervisors, by the provisions of this Agreement.

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

8. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. 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 of DMH for performance standards and/or outcome measures. DMH will notify Contractor whenever County policies or procedures are to apply to this contract provision at least, where feasible, 30 days prior to implementation.

These Federal, State or County performance standards and/or outcome measures will be used as part of

the determination of the effectiveness of the services delivered by the Contractor."

10. INDEMNIFICATION AND INSURANCE:

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

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

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

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

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

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

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to

investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

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

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

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

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

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

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

6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any and all sub-contractors performing services under this Agreement meet the insurance requirements

of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of sub-contractors, or

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

C. Insurance Coverage Requirements:

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

General Aggregate:	Two Million Dollars	($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars	($1,000,000)
Personal and Advertising Injury:	One Million Dollars	($1,000,000)
Each Occurrence:	One Million Dollars	($1,000,000)

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

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

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

4) Professional Liability: Insurance covering liability arising from any error, omission,

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

11. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, marital status, or physical or mental disability, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 10, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, religion, national origin, ancestry, sex, age, marital status, or physical or mental disability.

12. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, religion, national origin, ancestry, sex, age, marital status, or physical disability, or political affiliation, and is in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, religion, national origin, ancestry, sex, age, marital status, physical disability, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, national origin, ancestry, sex, age, marital status, physical disability, or political affiliation.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this paragraph when so requested by Director.

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

F. In the event that Contractor violates any of the anti-discrimination provisions of this Agreement, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500.00) pursuant to California Civil Code Section 1671, as liquidated damages, in lieu of terminating or suspending this agreement.

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

14. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles 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.

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

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

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

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

C. Contractor Staff:

(1) Contractor shall assure that any person who enters into employment as a care custodian of elders, dependent adults or minor children, or who enters into employment as a health or other practitioner, prior to commencing employment, and as a prerequisite to that employment, shall sign a statement on a form provided by Contractor in accordance with the above code sections to

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

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

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

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

17. CONFIDENTIALITY: Contractor agrees to maintain the confidentiality of its records, including billings, and to maintain the confidentiality of client records in accordance with Welfare and Institutions Code Sections 5328 through 5330, inclusive, Title 45, Code of Federal Regulations Section 205.50 and Section 10053.8 of the Welfare and Institutions Code, with reference to the provision of information to licensed facilities as to the suitability of a mentally disordered person to a particular facility and all other applicable State and Federal laws relating to confidentiality of client records and information. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to comply with said confidentiality provisions.

18. REPORTS: Contractor shall make reports as required by Director or his authorized designee, concerning Contractor's activities as they affect the contract duties and purposes contained herein. In no event, however, may County require such reports unless it has provided Contractor with thirty (30) days prior notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

19. AUDIT: Contractor shall maintain copies of all records for personnel, transactions, and any other related documents or information compiled, originating, or relating to, this Agreement during the

term of this Agreement and for a period of five (5) years from the date of termination of this Agreement.

20. PROGRAM SUPERVISION, MONITORING AND REVIEW: Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. Upon receipt of a Department of Mental Health Contract Monitoring Report, Contractor shall respond in writing to the particular DMH Contract Monitor within the time specified in the Report either acknowledging the reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate correction of all deficiencies. In the event of a State audit of this Agreement, if State auditors disagree with County's written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State. Authorized County and/or State representatives shall have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable time.

21. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility (ies) shall include a review of compliance with this Paragraph 20.

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

23. EMPLOYMENT ELIGIBILTY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

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

25. NOTICE OF DELAYS: Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within three (3) working days, give written notice thereof, including all relevant information with respect thereto, to the other party.

26. STAFF TRAINING AND SUPERVISION: Contractor shall maintain a sufficient number of competent staff (as required by Title 22, Division 6, of the California Code of Regulations) to provide the services for those clients admitted for care.

In the event Contractor provides Supplemental Residential Care Services, as required by Article 4, Subchapter 3, Title 9 of the California Code of Regulations, Contractor will participate in training activities provided by the County, deemed necessary to carry out the functions of participation in

Supplemental Residential Care Services. In addition, all supervisory staff employed by Contractor must obtain a minimum of 20 hours of training per year, in relevant mental health programming approved by the County.

27. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6l50) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

28. 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.

29. CHANGE OF OWNERSHIP: This Agreement shall terminate effective the date of sale, change of ownership or change of business operations of said Facility. Contractor shall notify DMH's Contracts Development and Administration Division in writing detailing such changes 60 days prior to any such changes. Failure of Contractor to notify the County within 60 days of the proposed changes shall result in liquidated damages assessed at $100.00 per day for every day Contractor fails to notify County of said changes.

30. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Summary or Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

31. CONFLICT OF INTEREST:

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

B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include,

without limitation, identification of all persons implicated and complete description of all relevant circumstances.

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

33. TERMINATION FOR DEFAULT:

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

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

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

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

C. The rights and remedies of County provided in this Paragraph 32 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

34. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an

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

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

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

35. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 34 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

36. CONTRACTOR BUSINESS LOCATION: Contractor shall notify in writing the County's Department of Mental Health, Contracts Development and Administration Division, of any change in its business address at least thirty (30) days prior to the effective date thereof.

37. LICENSES: Contractor shall obtain and maintain during the term of this Agreement, all appropriate licenses required by law for the operation of its facility and for the provision of services hereunder. Further, Contractor shall supply to County, on a yearly basis, proof of payment of its state license yearly renewal fee. If, during the term of this Agreement, there is a change of licensee, Contractor shall notify DMH's Contracts Development and Administration Division in writing of such change thirty days prior to any such change. Failure of Contractor to comply with the term of this Paragraph 36, shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

38. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement is by and between the County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

D. Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgement of Employer (Service Exhibit C) form for each of its employees performing services under this Agreement. Such Acknowledgements shall be executed by each such employee on or immediately after the commencement date of this Agreement but in no event later than the date such

employee first performs services under this Agreement.

39. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 38. 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 subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price 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 by the Auditor General for a period of three years after final payment under contract

(Government Code, Section 8546.7)."

The Contractor will also be subject to the examination and audit by the State Auditor General for a period of three 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 request on a case-by-case basis.

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

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

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

G. In the event that County consents to any subcontracting, such consent shall be

subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of 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 38, or a blanket consent to any further subcontracting.

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

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division, a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 38, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

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

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

N. Director is hereby authorized to act for and on behalf of County pursuant to this

Paragraph 38, including, but not limited to, consenting to any subcontracting.

40. THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

41. 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 immediately terminate this Agreement or impose other penalties as specified in this Agreement.

42. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

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

Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 32 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

44. 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.

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

46. 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.

47. 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.

7. 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.

8. 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.

9. 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.

10. These terms shall also apply to Sub-Contractor of County Contractors.

48. 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-Contractor, 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-Contractor 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.

49. 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 OIG has the discretion not to exclude.

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

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Exhibit E as part of its obligation under this Paragraph 47.

Failure by Contractor to meet the requirements of this Paragraph 47 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

50. WARRANTY AGAINST CONTINGENT FEES: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

51. 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.

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

53. ENTIRE AGREEMENT: The body of this Agreement and Service Exhibit A, attached hereto and incorporated herein by reference; as approved in writing by Director, including any addenda thereto as approved in writing by Director, which are hereby incorporated herein by reference but not attached; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

Service Exhibit A: Mental Health 24-Hour Services Interim Placement Funding For Basic Care Services.

54. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of the 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.

55. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor 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.

56. "CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: 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 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations 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 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.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" or "Disclosure" means, 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.

1.2 "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.

1.3 "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.

1.4 "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).

1.5 "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, whether oral or recorded in any form or medium, 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.

1.6 "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.

1.7 "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.

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

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

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 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.

2.2 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 Paragraph. 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.

(b) effective as of April 20, 2005, specifically as to Electronic 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.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple ST.
Suite 525
Los Angeles, CA 90012

2.4 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 Paragraph.

2.5 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.

2.6 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.

2.7 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.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 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 2.8, 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 2.8 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.

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 Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 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 Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

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

(c) If neither termination nor cure is feasible, Covered Entity shall 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 it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this 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 Paragraph 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 Paragraph.

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

5.4 Regulatory References. A reference in this Paragraph 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 Paragraph 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 Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations."

57. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

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

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

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

County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.

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

58. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit D of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

60. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code

Chapter 2.202)

61. 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.

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

To Contractor: _____

_____

_____

_____

Attention: _____

To County 1: Department of Mental Health
Contracts Development and
Administration Division
550 South Vermont Ave., 5th Floor
Los Angeles, CA 90020

Attention: Chief

To County 2: Department of Mental Health
Accounting Division
550 South Vermont Ave., 8th Floor
Los Angeles, CA 90020

Attention: Mike Motodani, Chief

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

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

Service Exhibit A

MENTAL HEALTH

24-HOUR SERVICES

INTERIM PLACEMENT FUNDING FOR BASIC CARE SERVICES

1. DEFINITION: Basic Care Services are those services required by Title 22, Division 6, of the California Code of Regulations, which provide for the personal care, protection, supervision, assistance, guidance, and training of clients in a 24-hour Community Care Residential facility. As part of the client's total care, County shall make arrangements for client to receive mental health services. These services may be rendered off-site from sources other than the Contractor.

2. PERSONS TO BE SERVED: Contractor shall furnish services only to persons who are referred to Contractor by, or admitted with the consent of, Director or his authorized designee.

3. PAYMENT: Subject to the TERM and PAYMENT provisions of the body of this Agreement, County agrees to reimburse Contractor for each patient day at the currently approved rate, as set and approved by the State, within thirty (30) calendar days following receipt of a complete and correct billing form.

4. STAFFING: Contractor shall provide services in accordance with the staffing pattern for adult residential facilities as required by Title 22, Division 6, of the California Code of Regulations.

5. COUNTY'S RESPONSIBILITIES: As required by Title 22, Division 6, of the California Code of Regulations, the County shall provide:

A. Initiation of paperwork needed to determine client eligibility for Supplemental Social Security (SSI) or other third-party payer coverage.

B. Assistance in the recovery of retroactive SSI to clients for the period where County has already reimbursed Contractor for services to the client pursuant to this Agreement.

C. Assurance that clients who are financially able to pay for services not have such services billed to the County.

D. A written assessment of the unmet needs and/or problems of the client which related to his/her social, emotional, intellectual, or physical adjustment and functioning as they will affect the care and services to the individual. This assessment shall be submitted within fourteen (14) days of placing client in the facility.

E. Assistance to the Contractor in developing a plan of action which shall include, but not be limited to:

1. Objective with a stated time frame which relates to the client's problem and /or unmet needs.

2. Plans for meeting the objectives.

3. Identification of the individuals or agencies responsible for carrying out each part of each plan.

4. Method of evaluating progress.

In addition, County shall reserve the right to remove client(s) from facility whenever deemed necessary.

6. CONTRACTOR'S RESPONSIBILITIES: Contractor's responsibilities shall include, but not be limited to, the following:

A. Assuring that the information described above in Paragraph 5 is attached to each client's record. Records shall be considered property of the Contractor.

B. Notifying County of date client begins receiving SSI payments.

C. Assisting County in the recovery of retroactive SSI payments from clients.

D. Complying with Program Elements and Services as outlined in Paragraph 12, Page 4.

7. SERVICE DELIVERY SITE: Contractor's facility(ies) where services are to be provided hereunder is (are) located at: Site(s) as identified on the Service Delivery Site Exhibit and/or in the Contractor's Negotiation Package/Addenda.

Contractor shall obtain prior written consent of Director or his authorized designee thirty (30) days before terminating services and/or before commencing such services at any other location.

8. CLIENT ABSENCES FROM CONTRACTOR'S FACILITIES: Contractor may be reimbursed for client absences up to seven (7) days per occurrence if all of the following conditions are met:

A. The absence is consistent with the client's service and treatment plans;

B. The absence is necessary for the client's progress or maintenance at this level of care;

C. The absence is planned, or anticipated; and

D. The absence, as well as the purpose(s) of the absence, is documented.

Payment for temporary absence for purposes of acute hospital or acute non-hospital (psychiatric health facility) treatment, or for treatment in other facilities which meet Title 9 staffing standards (Section 663), is limited to ten (10) days per occurrence. Payment is allowable if such treatment is necessary for the client to return to this residential care facility, and if the purpose(s) is (are) documented.

For purposes of this Paragraph, an occurrence shall mean either hospitalization or an approved leave of absence which meets criteria as specified in Paragraph 8.

9. EMERGENCY MEDICAL AND/OR MENTAL HEALTH TREATMENT: Clients treated hereunder who require emergency medical treatment for physical illness or accident shall be transported to an appropriate medical facility. Those requiring emergency mental health treatment shall be transported to a psychiatric facility. Contractor shall arrange to transport clients according to their existing procedures. The cost of such transportation, as well as the cost of emergency medical or mental health care, shall not be a charge to nor reimbursable hereunder. Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical or mental health emergency. Contractor shall also post a disaster and mass casualty plan of action in accordance with Title 22, Division 6, Section 80023, of the California Code of Regulations.

10. NOTIFICATION OF UNUSUAL OCCURRENCES: It shall be the duty of Contractor to immediately or, at the beginning of the next business day, notify the Director or his authorized designee of any of the following occurrences:

A. An epidemic outbreak;

B. Any suicide or suicide attempts;

C. If any client served under this Agreement:

1. Sustains injury, serious illness or physical problems, resulting in hospitalization;

2. Sustains an injury, which may include, but not be limited to sexual assault/abuse, use of deadly weapons, fire, or other acts of violence; and

3. Leaves the facility against advice or is missing.

11. NOTIFICATION OF DEATH: It shall be the duty of Contractor to immediately notify the Director or his authorized designee upon being aware of a death of any client served under this Agreement. Notice shall be made immediately by telephone and in writing upon such a death. Verbal and written notice shall contain the name of the deceased and date of death, and the name or names of Contractor's staff with knowledge of the event and a summary of the circumstances thereof.

12. PROGRAM ELEMENTS AND SERVICES TO BE PROVIDED: Contractor shall provide services to clients in accordance with Title 22, Division 6, of the California Code of Regulations, for the term of this Agreement. Services shall include, but not be limited to:

A. Assistance with personal care, such as eating, personal hygiene, dressing and undressing;

B. Providing adequate food services, such as a dining area, meals sufficient in quality and quantity to meet the Recommended Dietary Allowance (RDA); assuring that food is stored, prepared and served in a safe and helpful manner; that no more than 15 hours shall elapse between third and first meal; that nourishment or snacks are provided;

C. Arranging and assisting with incidental medical and dental care as appropriate. Contractor shall have a plan which includes the name and address of each client's physician and dentist, available transportation, written plans for handling physical and/or mental health emergencies, and assistance with self-administered medication;

D. Scheduling planned activities, such as socialization and recreational activities;

E. Providing a safe and clean living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries and a change of laundered bedding once a week; and

F. Coordination of services with those facilities providing mental health treatment to clients.

EXHIBIT B

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

CONTRACTOR _____

CONTRACT NUMBER _____

CONTRACTOR ACKNOWLEDGEMENT:

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

CONFIDENTIALITY AGREEMENT:

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

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

EXHIBIT B

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT
(Continued)

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

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

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

NAME: _____ DATE: _____
(Signature)

NAME: _____
(Please print)

POSITION: CONTRACTOR

Revised: 5/8/06

EXHIBIT C

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

CONTRACT NUMBER _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT:

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

EMPLOYEE CONFIDENTIALITY AGREEMENT:

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

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

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

EXHIBIT C

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

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

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

BY: _____ DATE:_____
(Employee Signature)

NAME: _____
(Please Print)

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

Revised (5/8/06)

EXHIBIT D

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

EXHIBIT D

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?
La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?
No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?
El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT E

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Community Care Residential Facility Agreement Paragraph 49 (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 _____

YL:EXHIBIT E

EXHIBIT F
DMH - COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENT

Service Delivery Site Exhibit

CONTRACTOR NAME: _____

CONTRACT NO.: _____ **PERIOD:** _____

SERVICE EXHIBIT NO.	SERVICE DELIVERY SITE(S)	M.H. SERVICE AREA(S) SERVED	SITE SUP. DISTRICT

EXHIBIT G

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)

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

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

COMMUNITY CARE RESIDENTIAL FACILITY AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	A. Salsido Corporation	P			50					50
2	Adams Residential Care Facility	P						100		
3	Atkins Residential Care Home	P		100						
4	Bel Air Guest Home	P				99				1
5	Bell Gardens Manor	P			50	50				
6	Braswell Rehab. Institute for Development of Growth & Educational Services, Inc. dba B.R.I.D.G.E.S.	NP								
7	Clontarf Manor, Inc.	P							50	50
8	Dare U to Care	NP								
9	Doris' Home of Compassion	P		100						
10	Excellent Care Center	P					50	50		
11	H.V. Group Home, Inc.	NP								
12	La Casa Consulting Group, Ltd.	P								100
13	Portals House, Inc.	NP								
14	Rainbow Terrace	P	100							
15	Ramona Guest Home	P							100	
16	Smiley's Guest Home	P		100						
17	Theodore Guest Home	P					50	50		
18	Truhlar - Jones Enterprises, Inc.	P								100

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

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

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

ATTACHMENT C

SPECIALIZED CONTRACT RENEWALS FOR FYs 2006-2007, 2007-2008, AND 2008-2009

CONSULTANT SERVICES AGREEMENTS

Item No.	CONTRACTOR	Sup. Dist.	Agreement Term	Annual Compensation Amount*
1	California Institute for Mental Health (CIMH) 2125 19th Street, 2nd Floor Sacramento, CA 95818	N/A	3 Yrs.	$350,000
2	National Mental Health Association of Greater Los Angeles 100 W. Broadway - #5010 Long Beach, CA 90802	4	3 Yrs.	$1,234,403

TOTAL: $1,584,403

* Funding allocation for FY 2006-2007 is included in DMH's FY 2006-2007 Proposed Budget. Funding for FYs 2007-2008 and 2008-2009 will be requested through DMH's annual budget process.

ATTACHMENT C-1

California Institute For Mental Health

CONTRACT NUMBER

Business Address:

REFERENCE NUMBER

Supervisory District(s) _____

CONSULTANT SERVICES AGREEMENT

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EXHIBITS

A. STATEMENT OF WORK
B. FEE SCHEDULE
C. CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
D. CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
E. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
F. FACT SHEET "SAFELY SURRENDERED BABY LAW"
G. CHARITABLE CONTRIBUTIONS CERTIFICATION

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT for Consultant Services (hereafter "Agreement") is made and entered into this _____ day of _____, 2006, by and between _____ _____ (hereafter "CONSULTANT") 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 CONSULTANT to the COUNTY for the provision of _____ _____and

WHEREAS, CONSULTANT is specifically trained and possesses the skills, experience, education and competency for the provision _____ _____; and

WHEREAS, the COUNTY desires to engage CONSULTANT 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 CONSULTANT as follows:

PREAMBLE

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

systems and the adoption of the customer service and Satisfaction Standards.

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

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

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals) 1 Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

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

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

- ✓ Families are treated with respect in every encounter they have with the health, educational,

and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated comprehensive information, services and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of

results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, 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. Consultant shall designate in writing a Contract Manager who shall function as liaison with County regarding Consultant's performance hereunder.

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

1. Exhibit A- Statement of Work
2. Exhibit B- Payment Schedule
3. Exhibit C- Consultant Employee Acknowledgement of Employer
4. Exhibit D- Sub-Consultant Employee Acknowledgement of Employer
5. Exhibit E- Attestation Regarding Federally Funded Programs
6. Exhibit F- Safely Surrendered Baby Law Fact Sheet (In English and Spanish
7. Exhibit G- Charitable Contributions Certification

3.0 SERVICES PROVIDED: Consultant 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.

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4.0 TERM OF AGREEMENT: The period of this Agreement shall commence on _____ _____, 2006 and shall continue in full force and effect through _____, 200 .

A. Six Months Notification of Agreement Expiration: Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 44.0 (NOTICES).

5.0 COMPENSATION:

5.1 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A, Consultant 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 _____ _____DOLLARS ($_____) for Fiscal Year 2005-2006 ; _____ _____DOLLARS ($_____) for Fiscal Year 2006-2007 and for Fiscal Year 2008-2009, _____ DOLLARS ($_____) for Fiscal Year 2008-2009. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A. To request payment, Consultant 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 _____ _____DOLLARS ($_____) for Fiscal Year 2006-2007; ___ _____DOLLARS ($_____) for Fiscal Year 2007-2008 and for Fiscal Year 2008-2009, _____ _____DOLLARS. In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Consultant 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 Consultant more than this Total Compensation Amount for Consultant's performance hereunder during the Initial Period. Furthermore, Consultant shall inform County when up to 75 percent (75%) of the Total Compensation Amount has been incurred. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 45.0 (NOTICES).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Consultant 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 Consultant after the expiration or other termination of this Contract. Should Consultant 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 Consultant. This provision shall survive the expiration or other termination of this Contract.

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 County's Program Manager:

6.1.1 Consultant 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 Consultant, and final acceptance of all documentation and work.

6.1.2 Upon advance approval of the County Program Manager, County may provide Consultant 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 Consultant shall not relieve Consultant of its responsibility to provide services and complete all work under this Agreement in

a manner satisfactory to County, and shall not affect Consultant's status as an independent Consultant. County's Program Manager shall be: Debbie Innes-Gomberg, Ph.D.

6.2 Consultant's Project Manager: Consultant'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 Consultant's resources, submission of invoices, and resolution of any questions/disputes. Consultant's Project Manager shall be:_____.

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

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

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

(a) Specifically identify this Agreement

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

(c) Contain the express condition that County is to be given written notice by

mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

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

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Consultant to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Consultant to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

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

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

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

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

(d) Any loss, disappearance, destruction, misuse, or theft of any kind

whatsoever of County property, monies or securities entrusted to Consultant under the terms of this Agreement.

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

6) Insurance Coverage Requirements for Sub-Consultants: Consultant shall ensure any and all sub-Consultants performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Consultant providing evidence of insurance covering the activities of sub-Consultants, or

(b) Consultant providing evidence submitted by sub-Consultants evidencing that sub-Consultants maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-Consultant insurance coverage at any time.

8.3 Insurance Coverage Requirements:

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

General Aggregate:	Two Million Dollars ($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

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

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for

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

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

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

9.0 CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall provide to County an executed Consultant 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 Consultant first performs work under this Agreement.

10.0 CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall maintain on file an executed Consultant 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 TITLE TO PROPERTY: County and Consultant agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the Consultant pursuant to performance under this Agreement, are the sole property of the Consultant.

County and Consultant 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.

Consultant further agrees that any documentation or technical materials provided by County or generated by County or Consultant during the course of Consultant performance pursuant to this Agreement shall not be reproduced or disclosed without the prior written consent of County's Project Manager.

12.0 TERMINATION OF AGREEMENT:

12.1 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 Consultant 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 Consultant the reasonable value for such work not to exceed the maximum sum due under this Agreement.

12.2 After receipt of a notice of termination and except as otherwise directed by County, Consultant 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.

12.3 Notwithstanding any other provision of this Agreement, the failure of Consultant 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.

Consultant 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.

Consultant shall make available to County, all of its books, records, documents, or other evidence bearing on the costs and expenses of Consultant under this Agreement with respect to Consultant's work hereunder. All such material shall be maintained by Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Consultant 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.

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 Ccontractor of any such changes in allocation of funds at the earliest possible date.

14.0 DELEGATION AND ASSIGNMENT BY CONSULTANT:

A. Consultant 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 Consultant may have against County.

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

15.0 SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Consultant without the prior written consent of County, as provided in this Paragraph 15.0. Any attempt by Consultant 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 Consultant, 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 Consultant desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Consultant shall make a written request to County for written approval to enter into the particular subcontract. Consultant'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-Consultant was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Consultant'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 Consultant 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 Consultant'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. Consultant 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 Consultant's use of any Sub-Consultant, including any officers, employees, or agents of any Sub-Consultant, in the same manner as required for Consultant, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Consultant 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 Consultant's performance, obligations, or responsibilities, to County, not shall such approval limit in any way Consultant'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-Consultant personnel providing services under such subcontract. Consultant shall assure that any Sub-Consultant 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 Consultant, to any Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, 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 Consultant when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Consultant, to any Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, 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, Consultant shall be solely Liable and responsible for any and all payments and/or other compensation to all Sub-Consultants and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any Sub-Consultants or their officers, employees, and agents.

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K. Consultant shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Consultant 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, Consultant shall obtain and maintain on file an executed Sub-Consultant Employee Acknowledgement or Employer, in the form as contained in the Agreement, for each Sub-Consultant'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-Consultant 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. Consultant 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.

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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 Consultant 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 Consultant 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.

Consultant 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. Consultant warrants that it is not now aware of any facts which create a conflict of interest. If Consultant 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 Consultant.

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 Consultant.

22.0 INDEPENDENT CONSULTANT STATUS: It is understood and agreed, and it is the intention of the parties hereto, that Consultant is an independent Consultant and not the employee, agent, joint venture, or partner of County for any purpose whatsoever. Consultant 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 Consultant's engagement under this Agreement.

23.0 COUNTY LOBBYIST: Consultant, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Consultant, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Consultant or any County lobbyist or County lobbying firm retained by Consultant 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: Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries or holding companies, are and will be treated equally by Consultant 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. Consultant certifies and agrees that it will deal with its Sub-Consultants, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Consultant 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.

Consultant and County agree that in the event of a violation by Consultant 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 CONSULTANT: Consultant 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-Consultants, are fully authorized agents of Consultant 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 Consultant.

26.0 TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, 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 Consultant's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

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

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

27.0 TERMINATION FOR DEFAULT:

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

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

If, as determined in the sole judgment of County, Consultant 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.

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

27.3 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.

28.0 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 delivery to Consultant 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, Consultant shall stop services under this Agreement on this date specified in such Notice of Termination.

29.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Consultant 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.

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

31.0 CHILD SUPPORT COMPLIANCE PROGRAM:

31.1 Consultant's Warranty of Adherence to County's Child Support Compliance Program: Consultant 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 Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant 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).

31.2. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Consultant to maintain compliance with the requirements set forth pursuant to Subparagraph 31.1 (Consultant'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 Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 27.0 (TERMINATION FOR DEFAULT) and pursue debarment of Consultant, pursuant to County Code Chapter 2.202.

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

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

34.0 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 Consultant agrees to use recycled-content paper to the maximum extent possible on the Project.

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35.0 CONSULTANT RESPONSIBILITY AND DEBARMENT:

A. A responsible Consultant is a Consultant 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 Consultants.

B. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Agreements which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant 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 Consultant may have with the County.

C. The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant 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 Consultant'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 Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

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

Consultant 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 Consultant 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 Consultant has been debarred for a period longer than five years, that Consultant 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 Consultant 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 Consultant Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant 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 Consultant Hearing Board will provide notice of the hearing on the request. At the hearing, the Consultant 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 Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Consultant Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Consultant 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 Consultant Hearing Board.

J. These terms shall also apply to Sub-Consultants of County Consultants.

36.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Consultant 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, Consultant 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, Consultant certifies that, to its knowledge, none of its Sub-Consultants, at any tier, or any owner, officer, partner, director or other principal of any Sub-Consultant is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Consultant shall immediately notify County in writing, during the term of this Agreement, should it or any of its Sub-Consultants or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Consultant to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

37.0 CONSULTANTS EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Consultant 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 Consultant will notify Director within (30) calendar days in writing of: (1) any event that would require Consultant 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 Consultant 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-Consultants 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.

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

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

38.0 CONSULTANT'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Consultant ("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 ("HIPAA"), and regulations promulgated thereunder, including the Standards for

Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations 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 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.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" or "Disclosure" means, 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.

1.2 "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.

1.3 "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.

1.4 "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).

1.5 "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, whether oral or recorded in any form or medium, 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.

1.6 "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.

1.7 "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.

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

1.9 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business

Associate's internal operations.

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 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.

2.2 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 Paragraph. 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.

(b) effective as of April 20, 2005, specifically as to Electronic 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.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or Sub-Consultants but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental

Health's Privacy Officer, telephone number (213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Ángeles, CA 90012

2.4 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 Paragraph.

2.5 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.

2.6 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.

2.7 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.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 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 2.8, 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 2.8 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.

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 Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 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 Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

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

(c) If neither termination nor cure is feasible, Covered Entity shall 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 Sub-Consultants 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 it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this 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 Paragraph 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 Sub-Consultants and Agents. Business Associate shall require each of its agents and Sub-Consultants 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 Sub-Consultant to comply with all the terms of this Paragraph.

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

5.4 Regulatory References. A reference in this Paragraph 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 Paragraph 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 Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

39.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

A Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Consultant 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 Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program (Section 2.203.020 of the

County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, 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 Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Consultant 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 Consultant. "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) Consultant 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 Consultant uses any Sub-Consultant to perform services for the County under the Agreement, the Sub-Consultant 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 Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant 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 Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

(4) Consultant'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 Consultant from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

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

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

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

42.0 COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all contract terms and performance standards. Consultant 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 Consultant. 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.

43.0 CONSULTANT'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 Consultant to complete the certification in Exhibit G, the County seeks to ensure that all County Consultants which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Consultant which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

44.0 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.

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45.0 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:

If to CONSULTANT:

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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 Consultant 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

_____
CONSULTANT

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

Consultant Agrmt.. (revised 5/12/06)

EXHIBIT A

STATEMENT OF WORK

EXHIBIT A

CALIFORNIA INSTITUTE FOR MENTAL HEALTH

STATEMENT OF WORK

TRAINING SERVICES TO BE PROVIDED BY CIMH

ADULT SYSTEMS OF CARE

California Institute for Mental Health (CIMH) will assist the Los Angeles County - Department of Mental Health (DMH) by providing training sessions, workshops, consultation and technical assistance for both the Adult and Children's Systems of Care as follows:

CIMH will provide technical assistance in the development and implementation of an outcome measurement system for the CalWORKs program to evaluate the effectiveness of supportive services to CalWORKs participants.

CIMH will conduct studies on supportive services to Los Angeles County's Welfare-to-Work efforts. These studies will examine program results, measure performance, identify outcomes, and present recommendations:

1. Provide technical assistance in the development and implementation of an outcome measurement system for the CalWORKs program to evaluate the effectiveness of supportive services to the CalWORKs participants;
2. Conduct an evaluation study of a pilot program serving the needs of homeless CalWORKs families; and

The data provided, based on the outcome measurement system, will assist in the development of treatment services to meet the needs of CalWORKs participants. Using the proposal for developing an outcome measurement system approach, the focus shifts from any given cohort of clients to changes in overall system performance over time.

These performance measures and outcomes will improve the accountability and serve as a tool for continued monitoring, planning and managing the programs.

PLANNING DIVISION

CIMH will assist DMH by providing training resources, consultation, and technical assistance to the Planning Division in the following areas:

- Community engagement strategies
- Mental Health Services Act Trainings

- Facilitation of countywide workgroups
- Training conference
- Staff specialty skills development

MENTAL HEALTH SERVICES ACT

PLANNING SUPPORT TO BE PROVIDED BY CIMH

CIMH will provide technical assistance, facilitation and consultation to the Planning Division and the Chief Deputy Director in the following areas:

- Conduct and facilitate the stakeholders group process for consensus building on the implementation of the Mental Health Services Act.
- Prepare, produce, review, and revise necessary documents to complete the planning process, including the Plan as authorized by the Community planning Grant accepted by the Board of Supervisors on April 19, 2005.
- Support the DMH submittal of the Plan to the State Department of Mental Health, including any revisions required by the State for Plan approval, facilitation of consensus building among all participants and organizations affected by the Plan, and institutional participants such as the Mental Health Commission and the Board of Supervisors.
- Consultation services for the implementation of MHSA Community Services and Supports Plan.

EXHIBIT B

FEE SCHEDULE

EXHIBIT B

CALIFORNIA INSTITUTE FOR MENTAL HEALTH

FEE SCHEDULE

ADULT SYSTEMS OF CARE

FY 2006-2007 $170,000 ($150,000 CalWORKs, $20,000 County General Fund)
FY 2007-2008 $170,000 ($150,000 CalWORKs, $20,000 County General Fund)
FY 2008-2009 $170,000 ($150,000 CalWORKs, $20,000 County General Fund)

The California Institute for Mental Health (CIMH) shall submit monthly invoices for actual costs incurred for studies provided under the Statement of Work. CIMH shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices shall be specific as to the type of services provided and shall be submitted to:

Deputy Director
Adult Systems of Care
County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 11th Floor
Los Angeles, CA 90020
Telephone: (213) 738-2756
ATTN: Mental Health District Chief, CalWORKs

Funding for CIMH training under the Adult Systems of Care portion of the Agreement shall not exceed $510,000 for the term of the Agreement, effective July 1, 2006 through June 30, 2009.

MENTAL HEALTH SERVICES ACT

FY 2006-2007 $200,000 (Community Planning Grant, Mental Health Services Act). .
FY 2007-2008 $200,000 (Community Planning Grant, Mental Health Services Act).
FY 2008-2009 $200,000 (Community Planning Grant, Mental Health Services Act)

CIMH shall submit monthly invoices for actual costs incurred for the work and services provided under the Statement of Work. CIMH shall retain all relevant supporting documents and make them available to DMH at any time for audit purposes. Invoices shall be specific as to the type of services provided and shall be submitted to:

Susan Kerr
Chief Deputy Director
County of Los Angeles – Department of Mental Health
550 S. Vermont Ave., 12th Floor
Los Angeles, CA 90020
Telephone: (213) 351-4608
ATTN: Olivia Celis, Director of Planning

Funding for CIMH training under the Mental Health Services Act portion of the Agreement shall not exceed $600,000 for the term of the Agreement, effective July 1, 2006 through June 30, 2009.

EXHIBIT C

CONSULTANT ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

CONSULTANT _____

CONTRACT NUMBER _____

CONSULTANT ACKNOWLEDGEMENT:

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

CONFIDENTIALITY AGREEMENT:

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

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

EXHIBIT C

CONSULTANT ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT
(Continued)

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

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

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

NAME: _____ DATE: _____
(Signature)

NAME: _____
(Please print)

POSITION: CONSULTANT

Revised: 4/21/05

EXHIBIT D

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONSULTANT NAME _____

CONTRACT NUMBER _____

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT:

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

EMPLOYEE CONFIDENTIALITY AGREEMENT:

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

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

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

EXHIBIT D

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

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

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

BY: _____ DATE: _____
(Employee Signature)

NAME: _____
(Please Print)

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

Revised (5/17/05)

EXHIBIT E

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Consultant Services Agreement's Paragraph 37.0 (CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED ROGRAM):

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 "Consultant") that all of its officers, employees, agents and/or Sub-Consultants 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-Consultants 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-Consultants 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 Consultant or any of its officers, employees, agents and/or Sub-Consultants 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 Consultant, or one or more of its officers, employees, agents and/or Sub-Consultants, barring it or its officers, employees, agents and/or Sub-Consultants 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 _____

DMH LEGAL ENTITY AGREEMENT
EXHIBIT F

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

EXHIBIT D

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

ATTACHMENT C-1a

National Mental Health Association of Greater Los Angeles

CONTRACT NUMBER

Business Address:

REFERENCE NUMBER

Supervisory District(s) _____

CONSULTANT SERVICES AGREEMENT

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EXHIBITS

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B. FEE SCHEDULE
C. CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
D. CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
E. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
F. FACT SHEET "SAFELY SURRENDERED BABY LAW"
G. CHARITABLE CONTRIBUTIONS CERTIFICATION

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT for Consultant Services (hereafter "Agreement") is made and entered into this _____ day of _____, 2006, by and between _____ _____ (hereafter "CONSULTANT") 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 CONSULTANT to the COUNTY for the provision of _____ _____and

WHEREAS, CONSULTANT is specifically trained and possesses the skills, experience, education and competency for the provision _____ _____; and

WHEREAS, the COUNTY desires to engage CONSULTANT 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 CONSULTANT as follows:

PREAMBLE

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

systems and the adoption of the customer service and Satisfaction Standards.

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

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

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals) 1 Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

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

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

- ✓ Families are treated with respect in every encounter they have with the health, educational,

and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated comprehensive information, services and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of

results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, 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. Consultant shall designate in writing a Contract Manager who shall function as liaison with County regarding Consultant's performance hereunder.

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

1. Exhibit A- Statement of Work
2. Exhibit B- Payment Schedule
3. Exhibit C- Consultant Employee Acknowledgement of Employer
4. Exhibit D- Sub-Consultant Employee Acknowledgement of Employer
5. Exhibit E- Attestation Regarding Federally Funded Programs
6. Exhibit F- Safely Surrendered Baby Law Fact Sheet (In English and Spanish
7. Exhibit G- Charitable Contributions Certification

3.0 SERVICES PROVIDED: Consultant 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.

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4.0 TERM OF AGREEMENT: The period of this Agreement shall commence on _____ _____, 2006 and shall continue in full force and effect through _____, 200 .

A. Six Months Notification of Agreement Expiration: Consultant shall notify County when this Agreement is within six (6) months of expiration. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 44.0 (NOTICES).

5.0 COMPENSATION:

5.1 In consideration of the performance by Consultant in a manner satisfactory to County of the services described in Exhibit A, Consultant 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 _____ _____DOLLARS ($_____) for Fiscal Year 2005-2006 ; _____ _____DOLLARS ($_____) for Fiscal Year 2006-2007 and for Fiscal Year 2008-2009, _____ DOLLARS ($_____) for Fiscal Year 2008-2009. Notwithstanding such limitation of funds, Consultant agrees to satisfactorily complete all work specified in Exhibit A. To request payment, Consultant 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 _____ _____DOLLARS ($_____) for Fiscal Year 2006-2007; ___ _____DOLLARS ($_____) for Fiscal Year 2007-2008 and for Fiscal Year 2008-2009, _____ _____DOLLARS. In no event shall County pay Consultant more than this Total Compensation Amount for Consultant's performance hereunder. Payment to Consultant shall be only upon written approval of the invoice and report by County's Program Manager or his/her designated representative.

Consultant 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 Consultant more than this Total Compensation Amount for Consultant's performance hereunder during the Initial Period. Furthermore, Consultant shall inform County when up to 75 percent (75%) of the Total Compensation Amount has been incurred. Consultant shall send such notice to those persons and addresses which are set forth in Paragraph 45.0 (NOTICES).

5.4 No Payment for Services Provided Following Expiration/Termination of Contract: Consultant 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 Consultant after the expiration or other termination of this Contract. Should Consultant 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 Consultant. This provision shall survive the expiration or other termination of this Contract.

6.0 REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

6.1 County's Program Manager:

6.1.1 Consultant 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 Consultant, and final acceptance of all documentation and work.

6.1.2 Upon advance approval of the County Program Manager, County may provide Consultant 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 Consultant shall not relieve Consultant of its responsibility to provide services and complete all work under this Agreement in

a manner satisfactory to County, and shall not affect Consultant's status as an independent Consultant. County's Program Manager shall be: Debbie Innes-Gomberg, Ph.D.

6.2 Consultant's Project Manager: Consultant'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 Consultant's resources, submission of invoices, and resolution of any questions/disputes. Consultant's Project Manager shall be:_____.

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

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

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

(a) Specifically identify this Agreement

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

(c) Contain the express condition that County is to be given written notice by

mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

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

(e) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Consultant to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Consultant to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

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

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

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

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

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

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

(d) Any loss, disappearance, destruction, misuse, or theft of any kind

whatsoever of County property, monies or securities entrusted to Consultant under the terms of this Agreement.

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

6) Insurance Coverage Requirements for Sub-Consultants: Consultant shall ensure any and all sub-Consultants performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Consultant providing evidence of insurance covering the activities of sub-Consultants, or

(b) Consultant providing evidence submitted by sub-Consultants evidencing that sub-Consultants maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-Consultant insurance coverage at any time.

8.3 Insurance Coverage Requirements:

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

General Aggregate:	Two Million Dollars ($2,000,000)
Products/Completed Operations Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

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

3) Workers Compensation and Employers' Liability: Insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for

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

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

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

9.0 CONSULTANT ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall provide to County an executed Consultant 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 Consultant first performs work under this Agreement.

10.0 CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT: Consultant shall maintain on file an executed Consultant 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 TITLE TO PROPERTY: County and Consultant agree that all design concepts, algorithms, programs, formats, documentation, and all other original materials and work product produced by the Consultant pursuant to performance under this Agreement, are the sole property of the Consultant.

County and Consultant 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.

Consultant further agrees that any documentation or technical materials provided by County or generated by County or Consultant during the course of Consultant performance pursuant to this Agreement shall not be reproduced or disclosed without the prior written consent of County's Project Manager.

12.0 TERMINATION OF AGREEMENT:

12.1 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 Consultant 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 Consultant the reasonable value for such work not to exceed the maximum sum due under this Agreement.

12.2 After receipt of a notice of termination and except as otherwise directed by County, Consultant 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.

12.3 Notwithstanding any other provision of this Agreement, the failure of Consultant 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.

Consultant 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.

Consultant shall make available to County, all of its books, records, documents, or other evidence bearing on the costs and expenses of Consultant under this Agreement with respect to Consultant's work hereunder. All such material shall be maintained by Consultant at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at County's option, Consultant 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.

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 Ccontractor of any such changes in allocation of funds at the earliest possible date.

14.0 DELEGATION AND ASSIGNMENT BY CONSULTANT:

A. Consultant 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 Consultant may have against County.

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

15.0 SUBCONTRACTING:

A. No performance of this Agreement or any portion thereof may be subcontracted by Consultant without the prior written consent of County, as provided in this Paragraph 15.0. Any attempt by Consultant 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 Consultant, 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 Consultant desires to subcontract any portion of its performance, obligations, or responsibilities under this Agreement, Consultant shall make a written request to County for written approval to enter into the particular subcontract. Consultant'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-Consultant was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Consultant'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 Consultant 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 Consultant'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. Consultant 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 Consultant's use of any Sub-Consultant, including any officers, employees, or agents of any Sub-Consultant, in the same manner as required for Consultant, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Consultant 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 Consultant's performance, obligations, or responsibilities, to County, not shall such approval limit in any way Consultant'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-Consultant personnel providing services under such subcontract. Consultant shall assure that any Sub-Consultant 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 Consultant, to any Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, 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 Consultant when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Consultant, to any Sub-Consultant, or to any officers, employees, or agents of Consultant or any Sub-Consultant, 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, Consultant shall be solely Liable and responsible for any and all payments and/or other compensation to all Sub-Consultants and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment and/or other compensation for any Sub-Consultants or their officers, employees, and agents.

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K. Consultant shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Consultant 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, Consultant shall obtain and maintain on file an executed Sub-Consultant Employee Acknowledgement or Employer, in the form as contained in the Agreement, for each Sub-Consultant'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-Consultant 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. Consultant 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.

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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 Consultant 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 Consultant 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.

Consultant 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. Consultant warrants that it is not now aware of any facts which create a conflict of interest. If Consultant 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 Consultant.

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 Consultant.

22.0 INDEPENDENT CONSULTANT STATUS: It is understood and agreed, and it is the intention of the parties hereto, that Consultant is an independent Consultant and not the employee, agent, joint venture, or partner of County for any purpose whatsoever. Consultant 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 Consultant's engagement under this Agreement.

23.0 COUNTY LOBBYIST: Consultant, and each County lobbyist or County lobbying firm as defined in County Code Section 2.160.010 retained by Consultant, shall fully comply with County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of Consultant or any County lobbyist or County lobbying firm retained by Consultant 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: Consultant certifies and agrees that all persons employed by Consultant, its affiliates, subsidiaries or holding companies, are and will be treated equally by Consultant 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. Consultant certifies and agrees that it will deal with its Sub-Consultants, bidders or vendors without regard to or because of race, religion, ancestry, national origin or sex. Consultant 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.

Consultant and County agree that in the event of a violation by Consultant 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 CONSULTANT: Consultant 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-Consultants, are fully authorized agents of Consultant 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 Consultant.

26.0 TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Consultant, immediately terminate the right of Consultant to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Consultant, 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 Consultant's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Consultant as it could pursue in the event of default by Consultant.

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

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

27.0 TERMINATION FOR DEFAULT:

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

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

If, as determined in the sole judgment of County, Consultant 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.

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

27.3 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.

28.0 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 delivery to Consultant 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, Consultant shall stop services under this Agreement on this date specified in such Notice of Termination.

29.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should Consultant require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Consultant 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.

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

31.0 CHILD SUPPORT COMPLIANCE PROGRAM:

31.1 Consultant's Warranty of Adherence to County's Child Support Compliance Program: Consultant 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 Consultant's duty under this Agreement to comply with all applicable provisions of law, Consultant 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).

31.2. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Consultant to maintain compliance with the requirements set forth pursuant to Subparagraph 31.1 (Consultant'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 Consultant to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 27.0 (TERMINATION FOR DEFAULT) and pursue debarment of Consultant, pursuant to County Code Chapter 2.202.

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

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

34.0 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 Consultant agrees to use recycled-content paper to the maximum extent possible on the Project.

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35.0 CONSULTANT RESPONSIBILITY AND DEBARMENT:

A. A responsible Consultant is a Consultant 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 Consultants.

B. The Consultant is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Consultant on this or other Agreements which indicates that the Consultant is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Consultant 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 Consultant may have with the County.

C. The County may debar a Consultant if the Board of Supervisors finds, in its discretion, that the Consultant 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 Consultant'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 Consultant may be subject to debarment, the Department will notify the Consultant in writing of the evidence which is the basis for the proposed debarment and will advise the Consultant of the scheduled date for a debarment hearing before the Consultant Hearing Board.

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

Consultant 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 Consultant 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 Consultant has been debarred for a period longer than five years, that Consultant 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 Consultant 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 Consultant Hearing Board will consider a request for review of a debarment determination only where (1) the Consultant 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 Consultant Hearing Board will provide notice of the hearing on the request. At the hearing, the Consultant 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 Consultant Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Consultant Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Consultant 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 Consultant Hearing Board.

J. These terms shall also apply to Sub-Consultants of County Consultants.

36.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Consultant 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, Consultant 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, Consultant certifies that, to its knowledge, none of its Sub-Consultants, at any tier, or any owner, officer, partner, director or other principal of any Sub-Consultant is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Consultant shall immediately notify County in writing, during the term of this Agreement, should it or any of its Sub-Consultants or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Consultant to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

37.0 CONSULTANTS EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Consultant 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 Consultant will notify Director within (30) calendar days in writing of: (1) any event that would require Consultant 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 Consultant 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-Consultants 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.

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

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

38.0 CONSULTANT'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, Consultant ("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 ("HIPAA"), and regulations promulgated thereunder, including the Standards for

Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations 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 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.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" or "Disclosure" means, 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.

1.2 "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.

1.3 "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.

1.4 "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).

1.5 "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, whether oral or recorded in any form or medium, 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.

1.6 "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.

1.7 "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.

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

1.9 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business

Associate's internal operations.

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 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.

2.2 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 Paragraph. 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.

(b) effective as of April 20, 2005, specifically as to Electronic 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.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or Sub-Consultants but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental

Health's Privacy Officer, telephone number (213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Ángeles, CA 90012

2.4 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 Paragraph.

2.5 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.

2.6 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.

2.7 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.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 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 2.8, 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 2.8 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.

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 Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 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 Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

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

(c) If neither termination nor cure is feasible, Covered Entity shall 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 Sub-Consultants 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 it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this 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 Paragraph 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 Sub-Consultants and Agents. Business Associate shall require each of its agents and Sub-Consultants 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 Sub-Consultant to comply with all the terms of this Paragraph.

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

5.4 Regulatory References. A reference in this Paragraph 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 Paragraph 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 Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

39.0 COMPLIANCE WITH JURY SERVICE PROGRAM:

A Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Consultant 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 Consultant has demonstrated to the County's satisfaction either that Consultant is not a "Consultant" as defined under the Jury Service Program (Section 2.203.020 of the

County Code) or that Consultant qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Consultant shall have and adhere to a written policy that provides that its Employees shall receive from the Consultant, 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 Consultant or that the Consultant deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this Section, "Consultant" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Consultant 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 Consultant. "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) Consultant 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 Consultant uses any Sub-Consultant to perform services for the County under the Agreement, the Sub-Consultant 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 Consultant is not required to comply with the Jury Service Program when the Agreement commences, Consultant shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Consultant shall immediately notify County if Consultant at any time either comes within the Jury Service Program's definition of "Consultant" or if Consultant no longer qualifies for an exception to the Program. In either event, Consultant 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 Consultant demonstrate to the County's satisfaction that Consultant either continues to remain outside of the Jury Service Program's definition of "Consultant" and/or that Consultant continues to qualify for an exception to the Program.

(4) Consultant'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 Consultant from the award of future County Agreements for a period of time consistent with the seriousness of the breach.

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

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

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

42.0 COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate Consultant's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Consultant's compliance with all contract terms and performance standards. Consultant 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 Consultant. 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.

43.0 CONSULTANT'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 Consultant to complete the certification in Exhibit G, the County seeks to ensure that all County Consultants which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Consultant which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

44.0 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.

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45.0 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:

If to CONSULTANT:

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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 Consultant 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

_____
CONSULTANT

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

Consultant Agrmt.. (revised 5/12/06)

EXHIBIT A

STATEMENT OF WORK

NATIONAL MENTAL HEALTH ASSOCIATION OF GREATER LOS ANGELES

EXHIBIT A

STATEMENT OF WORK
FISCAL YEAR 2006-2007

The National Mental Health Association of Greater Los Angeles agrees to perform the following services for the Los Angeles County Department of Mental Health (DMH) in regard to the provision of collecting and evaluating outcome data generated by agencies participating in the AB 34/2034 Program, the training of AB 34/2034 staff and DMH authorized participants:

I. DATA COLLECTION, ANALYSIS AND EVALUATION

- Assist in conducting an analysis of AB 34 and AB 2034 programs and their effect on the quality of life outcomes of the mental health consumers they serve. The focus will be on the significant areas of functioning for clients, such as their residential and employment status. There will be a heavy emphasis on the impact these programs have on reducing homelessness, incarceration, and contact with law enforcement agencies.
- National Mental Health Association of Greater Los Angeles will assist DMH in three broad management areas:

  1. Data Collection System
     a) Software development
     b) Ongoing technical support
     c) Maintenance of databases for providers who choose to use the "direct data submission" method
  2. Ongoing Technical Support
     a) Assistance to all direct service staff in the use of data collection forms
     b) Assistance to data entry staff on inputting data into the software system
     c) Assistance to provider management staff on generating reports for quality improvement
  3. Data Analysis
     a) Aggregation of data
     b) Generation and dissemination of all reports required by the State

- National Mental Health Association of Greater Los Angeles Outcomes and Research Division will periodically upgrade the software code of the Caminar Software system to implement changes in the data reporting requirements of the California State Department of Mental Health (SDMH).
- National Mental Health Association of Greater Los Angeles will conduct ongoing training workshops for the staff of all AB 34/2034 programs in the use of the

outcome tracking forms and in the entry of data into the Caminar Software system. These workshops will cover the following:

1. State required data elements and reporting format
2. Overview of the National Mental Health Association of Greater Los Angeles Outcome Tracking System
3. Discussion of options for outcome reporting
4. Training of direct service staff in the filling out of data entry forms
5. Training of data entry staff in the entry of data into the Caminar software system

- National Mental Health Association of Greater Los Angeles will hire technical support specialists to collect data on a monthly basis from the AB 34/2034 programs. The Outcomes and Research Division will generate a monthly report for both Los Angeles County AB 34/2034 programs and for the State as a whole.
- The National Mental Health Association of Greater Los Angeles Outcomes and Research Division will assist SDMH in organizing ongoing meetings of the AB 34/2034 Data Committee. These meetings will be held four times a year and will allow all programs participating in the AB 34/2034 program to provide input into the data collection and analysis procedures as well as receive and discuss updates to the system.
- The National Mental Health Association of Greater Los Angeles Outcomes and Research Division will assist SDMH in the preparation of the annual legislative report on the progress of the AB 34/2034 programs.
- The National Mental Health Association of Greater Los Angeles Outcomes and Research Division will provide initial and ongoing technical support that will allow participating agencies to maintain the Caminar Software system at their site as their means of data collection.
- The National Mental Health Association of Greater Los Angeles Outcomes and Research Division will maintain the AB 34/2034 and Los Angeles County ACT websites.

II. IMMERSION TRAINING

National Mental Health Association of Greater Los Angeles agrees to provide training at the Village for both management and direct service staff, referred to as "immersion training." The direct service staff trainings will focus on the principles of assertive community treatment (ACT), psychosocial rehabilitation, and community integration and their practical applications. Some of the topics that are covered include:

- Focusing on wellness and health rather than on illness and symptoms
- Determining service/treatment based on abilities rather than on disabilities
- Having high rather than low expectations of members
- Using normalized rather than institutional settings
- Focusing on functional behavior rather than on intrapsychic dynamics
- Helping members to take risks rather than working to minimize their stress

- Member and staff collaborating rather than the staff prescribing unilaterally
- Focusing on self-help and independence rather than on caretaking
- The generalist vs. the specialist orientation toward service provision
- Expanding the definition of what it means to be a "case manager"
- Working in teams
- Working with dually diagnosed members
- Focusing on work and fun

Some of the management trainings that are offered include:

- Outcome evaluation
- Staff and member recruitment
- Personnel evaluation
- Finding alternatives to hospitalization
- Working in a capitated system

III. SYSTEM TRANSFORMATION- MENTAL HEALTH SERVICES ACT

The passage of Proposition 63 (MHSA) provides funding to transform California's mental health service delivery system into a client-driven, recovery-oriented system of care. In order for Los Angeles County to become eligible to receive MHSA funding, it is necessary to expand and transform the services it delivers. Services must be modeled on those provided through Assembly Bill (AB) 2034, which in addition to mental health services provides for a full array of services including housing, employment, education and integrated treatment for those with co-occurring mental illness and substance abuse disorders. Extensive efforts are under way to plan the implementation of the Mental Health Services Act (MHSA) in Los Angeles County. In order to transform the system into one that is client-driven and recovery-oriented, it is necessary to provide training and consultation regarding recovery models for managers and service delivery staff.

PROGRAM DESCRIPTION

DMH proposes to implement its system transformation plan in phases, beginning with our large directly operated MHCs to orient them on using and strategies for implementing the "Recovery Model" identified in DMH policy 202.28.

National Mental Health Association of Greater Los Angeles to provide on-site training and coaching of staff and supervisors on the Recovery Model. They will also provide trainings on the development of recovery based service planning.

The National Mental Health Association of Greater Los Angeles will meet with members of the Adult System Of Care (ASOC) System Transformation Leadership team on a monthly basis to engage in strategic planning for future trainings. The primary DMH contact person will be Debbie Innes-Gomberg, Ph.D.

Dr. Mark Ragins rate is $250 per hour
Program Managers rate is $175 per hour

This amount is not to exceed $45,000.00.

IV. OFFICE OF CONSUMER AFFAIRS

Acting as the fiscal agent for the Office of the Consumer Affairs. The following activities will be funded:

- Procovery
- CCAF (Countywide Client Activity Fund)
- PR:TNS Activity Captains
- Dual Diagnosis Peer Advocates

1. General

In July 2000 the Department of Mental Health (DMH) completed a Comprehensive Community Care (CCC) plan, which provides direction to the Department in achieving its vision of providing world-class mental health care. Over the years, the Department has, in accordance with mental health service guidelines and the goals of rehabilitation and recovery, involved clients in the planning and evaluation of their individual services. However, a key element in the provision of mental health services, as highlighted in the CCC plan, is that clients be involved in all levels of planning and development of new programs and in evaluating, reviewing and making recommendations for change to existing programs. Accordingly, the system has evolved, with an active Client Coalition and Departmental management that promotes client involvement through service on Service Area Advisory Committees, Geographic Initiative Meetings, and various advisory boards and planning committees. In addition clients are requested and encouraged to attend and to make presentations at conferences and training meetings.

The critical importance of involving clients in all aspects of the mental health treatment system cannot be overemphasized. However, currently, in order for clients to have this involvement they have had to donate their time and use their own, frequently limited, financial resources for transportation, registrations, lodging and meal expenses. This has resulted in severely limiting the number of clients able to participate, and has adversely affected the development of the Department's system of care. Accordingly, the Countywide Client Activity Fund (CCAF) has been established to support client involvement in all aspects of the system of care. The Fund will be administered by the Mental Health Association and will be overseen by the Countywide Client Activity Fund Committee, which will be comprised of representatives from the Los Angeles County Client Coalition Steering Committee, the Office of Consumer Affairs (OCA) and the National Mental Health Association of Greater Los Angeles. This Committee will be co-chaired by representatives from the OCA and the National Mental Health Association of Greater Los Angeles. Funds specifically allocated for the Peer Advocacy Training Program will be overseen by the DMH Manager responsible for this program.

2. Program Elements and Services

A. The primary purpose of the Countywide Client Activity Fund is facilitate the participation of clients in all aspects of planning and evaluating mental health services in Los Angeles County by providing stipends for local meetings, including but not limited to:

- Service Area Advisory Committees;
- Geographic Initiative Meetings;
- Other Departmental Planning Meetings;
- Advisory Committees of Other Mental Health Agencies and Related Community Organizations;

It is intended that at least 70% of the funding for the Countywide Client Activity Fund be allocated for this purpose. Deviation from this standard will require the written approval of the Director or designee.

B. In addition, this Fund may, upon pre-approval by the CCAF Committee, support client participation in training sessions, seminars and other mental health-related leadership activities, and local, state and national conferences so that clients will become more involved and empowered in the mental health system. These activities include, but are not limited to, participation in the following:

- California Network of Mental Health Clients Conferences;
- Hope and Recovery Conferences;
- California Association of Social Rehabilitation Agencies Conferences;
- Training Workshops and Seminars; and
- Other meetings or conferences approved by the Countywide Client Activity Fund Committee.

The Countywide Client Activity Fund may be utilized for the following expenditures for meetings and conferences which have been pre-approved by the Countywide Client Activity Fund Committee and which comply with the County's travel guidelines (see Attachments B - D):

- Meals
- Transportation
- Conference Registration
- Lodging
- Other (as approved by the Countywide Client Activity Fund Committee)

C. A third purpose of this Fund will be to provide stipends and certificates for clients who participate in the Department of Mental Health Peer Advocacy Training Program. The number of participants is determined by applications and is usually between 14-16. The participants must be consumers and are selected by DMH management responsible for this training program. This is a thirteen-week program (five days per week) that trains participants to become peer counselors for clients with co-occurring disorders in a treatment setting for mental disorders or substance abuse. The participants receive training in basic mental health principles and substance abuse treatment practices. Upon completion of the training, participants will have the capability to function as employees in most treatment settings, including mobile crisis teams. A significant portion of the curriculum focuses on the transition from client to employee. Most potential peer advocates have incomes at or below the Supplemental Security Income rate, which do not allow sufficient funds to participate in the training program. The stipend covers the expense of the training class (books, transportation, lunches, facility activities, and clothing appropriate for work). The stipend amount of $300 per month was developed in consultation with Mental Health Advocacy Services to ensure that receipt of the stipend would not jeopardize SSI payments. The Department of Mental Health manager responsible for the Peer Advocacy Training Program will oversee this specific allocation.

3. **Persons to be Served**

This Fund is intended for persons who are or have been recipients of Los Angeles County mental health services, have submitted an application to the Countywide Client Activity Fund Committee, and have been approved for participation in the program. Applications for the Peer Advocacy Program will be submitted to the manager of that program for review and approval.

4. **Reimbursement**

The procedures for reimbursement for the Countywide Client Activity Fund have been provided in Attachments A – D.

V. HOUSING SERVICES

Provision of Outreach and housing services to mental health clients in Service Areas 1, 6, 7 and 8.

VI. MHSA STIPENDS AND SUPPORTS

The provision of stipends to consumers and family members to participate in Mental Health Services Act activities and meetings to develop Los Angeles Counties' plan for services for children, transitional age youth, adults, and older adults

VII. STAKEHOLDERS PROCESS CONSULTATION SERVICES

Provide facilitation and consultation services to the DMH planning and stakeholders process. To support the implementation of current plans and to develop new plans for the MHSA components: capital facilities and technology, education and training, prevention and early intervention and innovation.

Data Collection, Analysis and Evaluation & Immersion Training Budget

FY 2006-07

Personnel (Jan. To Jun)	Rate	FTE	Wages	Benefit	PR Taxes	Total Annual
David Pilon	115,200	0.50	57,600	9,870	6,624	74,094
Yiling Hu	44,500	1.00	44,500	8,888	5,118	58,505
Monica Davis	51,000	1.00	51,000	9,375	5,865	66,240
Liz Romero	32,000	1.00	32,000	7,950	3,680	43,630
Roger Casem	34,000	1.00	34,000	8,100	3,910	46,010
Jose Izquierdo	31,500	1.00	31,500	7,913	3,623	43,035
Total Personnel (Jan To Jun)		**5.50**	**250,600**	**52,095**	**28,819**	**331,514**

Salaries & Benefits	331,514
Professional Services	5,000
Computer Programming	2,500
Computer Hardware/Furniture	9,000
Mileage--Local	2,500
Office Supplies	3,600
Program Supplies	3,685
Rent	42,648
Parking	3,600
Printing	2,000
Telephone	9,239
Travel	5,000
Staff Developmt/Recruitment	1,600
Insurance	2,500
Repairs and Maintenance	2,400
Bookkeeping/Admin	51,214
Total Outcomes	**478,000**
Total Immersion	**112,000**
Total Outcomes & Immersion	**590,000**

Immersion Training

120 Trainees @ $275 per day X 3 days = $99,000	99,000
Admin Fee	13,000
Total Immersion	**112,000**

ER: rev 5-24-06

EXHIBIT B

FEE SCHEDULE

EXHIBIT B

FEE SCHEDULE SUMMARY
FISCAL YEAR 2006-2007

SERVICES, TRAININGS & CONFERENCE	FEE SCHEDULE
Data Collection, Analysis and Evaluation Services	$ 328,000 (AB2034) 150,000 (SAMHSA)
Immersion Training	112,000 (AB2034)
System Transformation Technical Assistance	45,000 (CGF)
CCAF	117,840 (CGF)
Housing Services	91,563 (CGF)
MHSA Stipends and Supports	350,000 (MHSA)
Stakeholders Process Consultation Services	40,000 (MHSA) CSS Plan
	TOTAL $ 1,234,403

AB 2034	**$ 440,000**
CGF	**254,403**
MHSA	**390,000**
SAMHSA	**150,000**
	$1,234,403

ER: rev 5-24-06

EXHIBIT C

CONSULTANT ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

CONSULTANT _____

CONTRACT NUMBER _____

CONSULTANT ACKNOWLEDGEMENT:

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

CONFIDENTIALITY AGREEMENT:

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

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

EXHIBIT C

CONSULTANT ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT
(Continued)

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

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

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

NAME: _____ DATE: _____
(Signature)

NAME: _____
(Please print)

POSITION: CONSULTANT

Revised: 4/21/05

EXHIBIT D

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONSULTANT NAME _____

CONTRACT NUMBER _____

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT:

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

EMPLOYEE CONFIDENTIALITY AGREEMENT:

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

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

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

EXHIBIT D

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

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

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

BY: _____ DATE:_____
(Employee Signature)

NAME: _____
(Please Print)

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

Revised (5/17/05)

EXHIBIT E

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Consultant Services Agreement's Paragraph 37.0 (CONSULTANT'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED ROGRAM):

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 "Consultant") that all of its officers, employees, agents and/or Sub-Consultants 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-Consultants 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-Consultants 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 Consultant or any of its officers, employees, agents and/or Sub-Consultants 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 Consultant, or one or more of its officers, employees, agents and/or Sub-Consultants, barring it or its officers, employees, agents and/or Sub-Consultants 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 _____

DMH LEGAL ENTITY AGREEMENT
EXHIBIT F

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también esta apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?
La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?
No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?
El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT G

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____

Company Name

_____

Address

_____

Internal Revenue Service Employer Identification Number

_____

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____

Signature Date

_____

Name and Title of Signer (please print)

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

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

CONSULTANT SERVICES AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	California Institute for Mental Health (CIMH)	NP								
2	National Mental Health Asscociation of Greater Los Angeles	NP								

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

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

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

ATTACHMENT D

SPECIALIZED CONTRACT RENEWAL FOR FYs 2006-2007, 2007-2008, AND 2008-2009

OUT-OF-COUNTY CHILD PLACEMENT MENTAL HEALTH SERVICES AGREEMENT

Item No.,	CONTRACTOR	SUP. DIST.	Agreement Term	Daily Rates*
				FYs 2006-2009
1	Victor Treatment Center, Inc. dba Willow Creek Treatment Center 7 Governor's Lane P.O. Box 5361 Chico, CA 95927	N/A	3 Yrs.	$170 $227

*The daily rate for the Out-of-County Child Placement Mental Health Services Agreement is determined by DMH staff and based on services provided, the provider's costs, prevailing wages in the state, cost-of-living, and negotiate rates with other counties, public and provate agencies, and insurance companies.

The daily rate for Special Education Pupil (SEP) hearing children in Redding, Stockton, San Bernardino/Riverside, and Santa Rosa sites is $170 and for SEP deaf children in the Santa Rosa site is $227.

ATTACHMENT D-1

CONTRACTOR: _____

_____ Contract Number

_____ Reference Number

Business Address:

_____
_____
_____

OUT-OF-COUNTY CHILD PLACEMENT

MENTAL HEALTH SERVICES AGREEMENT

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SERVICE EXHIBIT

- Exhibit A — GENERAL MENTAL HEALTH SERVICES EXHIBIT (IN OUT-OF-COUNTY RESIDENTIAL FACILITIES)
- Exhibit B — CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
- Exhibit C — SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER
- Exhibit D — SAFELY SURRENDERED BABY LAW FACT SHEET (IN ENGLISH AND SPANISH)
- Exhibit E — CHARITABLE CONTRIBUTIONS CERTIFICATION

OUT-OF-COUNTY CHILD PLACEMENT

MENTAL HEALTH SERVICES AGREEMENT

This Agreement is made and entered into by and between COUNTY OF LOS ANGELES hereinafter referred to as "County" and _____ hereinafter referred to as "Contractor".

WHEREAS, this Agreement is entered pursuant to Government Code 7576, Chapter 654, Statute of 1996, and Welfare and Institutions Code 300, Sections A through J.

WHEREAS, the purpose of this Agreement is to compensate Contractor for mental health services to the County of Los Angeles, Department of Mental Health (DMH). These services are provided to children who are seriously emotionally disturbed deaf and hard of hearing and have been assessed by DMH and have been determined to require residential placement and mental health services.

WHEREAS, the following terms, as used in this Agreement shall have the following meaning: "Deaf Adolescent Clients" shall mean mentally ill adolescents, over age 13, who are hard of hearing or cannot hear. "Deaf Latency Age Clients" shall mean mentally ill children, under age 13, who are hard of hearing or cannot hear, and "Director" means County's Director of Mental Health or the authorized designee.

NOW, THEREFORE; the parties agree as follows:

1.0 CONTRACTOR'S RESPONSIBILITIES:

1.1 Contractor shall provide mental health services for children/adolescents who are referred to Contractor by County. Contractor shall provide the following: Mental health services for children and adolescents between ages 8 to 19 years of age, as more fully described in Exhibit A (General Mental Health Services Exhibit), attached hereto and incorporated herein by reference. These services shall be available on a twenty-four (24) hour, seven (7) days per week basis during the term of this Agreement.

Address of facility:

Street Address _____

City and State _____

Phone Number(s) _____

Fax Number(s) _____

1.2 Contractor shall immediately notify the County of any and all changes in regards to previously agreed policies of mental health services.

1.3 Contractor shall have and maintain a valid license to provide mental health services from the State of California.

1.4 Contractor shall immediately report to County any and all behavioral and physical changes affecting the concerned child that has been placed by County.

2.0 COUNTY'S RESPONSIBILITIES:

2.1 County shall determine eligibility of children for mental health services.

2.2 Notwithstanding any other provision of this Agreement, the parties recognize that County reserves the right in its discretion to remove any or all children from Contractor's home at any time. County shall provide advance notice of such removals.

3.0 TERM AND TERMINATION:

The term of this Agreement is from _____ through _____.

County and Contractor may cancel or terminate this Agreement in whole or in part by giving the County or Contractor thirty (30) days written notice without any liability other than payment for work already performed up to the date of agreement termination. Contractor shall be paid the reasonable value of those services rendered.

4.0 WORK:

Pursuant to the provisions of this Agreement, Contractor shall fully provide, complete and deliver on time all tasks, deliverables, goods, services, and other work as set forth in this Agreement.

5.0 COMPENSATION:

5.1 PAYMENT FOR MENTAL HEALTH SERVICES.

As compensation for mental health services herein, **County shall pay Contractor the sum of $155 per day for Deaf Adolescent Clients, and $210 per day for Deaf Latency Age Clients** in accordance with the terms of this Agreement.

5.2 Contractor shall invoice County monthly in arrears for services rendered that month. At the beginning of each agreement period, the County shall send a supply of invoices to the Contractor. Immediately following the month services were rendered, the Contractor shall complete and sign the invoice and mail to the DMH.

5.3 In compliance with Internal Revenue Service (IRS) requirements, Contractor will provide Contractor's Tax Identification Number or Social Security Number on each invoice submitted.

5.4 Invoices shall be submitted to:

County of Los Angeles
Department of Mental Health
Countywide Children's Case Management Unit, CFSB
550 S. Vermont Avenue, 3rd floor
Los Angeles, CA 90020
ATTN.: Mr. Paul McIver, LCSW
District Chief

6.0 SERVICES AND FINANCIAL RECORDS:

Contractor shall file and retain in the agency or facility copies of this Agreement, and such other intake forms, medical records or financial records as may be required by County. In addition, ledgers, accounting books and file card systems shall be legible, complete and shall be kept current.

7.0 UNAVAILABILITY OF FACILITY:

Should Contractor's facility become unavailable for any reason including, but not limited to, foreclosure, fire, disaster, or loss of State License, this Agreement shall terminate as of the date that the last child is removed from the facility, and payment shall be made on a prorate basis.

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8.0 SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 8. 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, 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 subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price 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) 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 request on a case-by-case basis.

D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any

subcontractor, including any officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully liable and responsible for any and all performance required of it under this Agreement, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allow ability or appropriateness of any cost or payment under this Agreement.

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

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of 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 8 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 or other compensation to all subcontractors and 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 8, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Contractor shall obtain and maintain on file an executed Subcontractor Employee Acknowledgment of Employer (Exhibit B attached hereto and incorporated herein by reference) form for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of the particular subcontract but in no event later than the date such employee first performs any services under the subcontract.

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

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 8, including, but not limited to, consenting to any subcontracting.

9.0 INDEMNIFICATION AND INSURANCE:

9.1 Indemnification: Contractor agrees to indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (County) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to

Contractor's property). Contractor shall not be obligated to indemnify for liability and expense arising from the active negligence of the County.

9.2 Insurance: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to the County and primary to and not contributing with any other insurance maintained by the County. Certificate(s) or other evidence of coverage shall be delivered to **Chief, Contracts Development and Administration Division, Department of Mental Health, 550 S. Vermont Avenue, Fifth Floor, Los Angeles, CA 90020** prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain the express condition that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

9.3 Failure by Contractor to procure and maintain the required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

A. Liability: Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

1. General Liability insurance written on a commercial general liability form or on a comprehensive general liability form covering the hazards of premises/operations, contractual, independent contractors, advertising, products/completed operations, broad form property damage, and personal injury with a combined single limit of not less than $1,000,000 per occurrence.

   a. If written with an annual aggregate limit, the policy limit should be three times the above required occurrence limit.

   b. If written on a claims made form, the Contractor shall be required to provide an extended two year reporting period commencing upon termination or cancellation of this agreement.

2. Comprehensive Auto Liability endorsed for all owned, non-owned, and hired vehicles with a combined single limit of not less than $300,000 per occurrence.

B. Workers' Compensation: Insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with a $1,000,000 limit, covering all persons the Contractor is legally required to cover.

C. Professional Liability: Insurance covering liability arising from any error, omission, or negligent act of the Contractor, its officers or employees with a limit of liability of not less than $2,000,000 per claim.

D. Property Coverage: Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include:

1. Real Property - All-risk coverage, excluding earthquake and flood, for the replacement value and with a deductible no greater than 5% of the replacement value.

2. Personal Property - Insurance covering the hazards of fire, theft, burglary, vandalism and malicious mischief for the actual cash value of the property.

10.0 NONDISCRIMINATION IN EMPLOYMENT:

10.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, religion, national origin, ancestry, sex, age, marital status, physical handicap, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

10.2 Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, religion, national origin, ancestry, sex, age, marital status, physical handicap, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

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10.3 Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, marital status, physical handicap, or political affiliation.

10.4 Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 10 when so requested by Director.

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

10.6 In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 10, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

11.0 CONFIDENTIALITY:

11.1 Contractor agrees to maintain the confidentiality of all records, including but not limited to claims, County records, patient/client records and information, in accordance with all applicable Federal, State and local laws, regulations, ordinances, and directives relating to confidentiality. Contractor should ensure that names, addresses and all other information concerning the circumstances of children referred to by County are kept confidential. Contractor shall not divulge such information to any unauthorized person.

11.2 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and MIS

records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

12.0 RIGHT TO MONITOR AND AUDIT:

12.1 County, State, or Federal personnel shall have the right to monitor and audit all work performed under this Agreement. Authorized representatives of County shall have the right to inspect the facility and review records without prior notice to Contractor, on any day of the week between the hours of 8:00 a.m. and 10:00 p.m.

12.2 For a period of five (5) years from the termination of this Agreement, Contractor shall at any reasonable time, make all records retained by Contractor under this Agreement available to County, State of California, or Federal personnel for inspection and copying. County, State of California, or Federal personnel may publish data contained in any statistical records retained by Contractor or derived from records retained by Contractor.

13.0 CHANGES AND MODIFICATIONS:

This Agreement contains all the terms and conditions agreed upon by the parties. No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement and formally approved and executed by the parties.

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 RIGHT OF TERMINATION:

15.1 Upon thirty (30) days written notice to the other party, either party may terminate this Agreement. However, County may **immediately** terminate this contract by written notification if County, in its sole discretion finds any or all of the following to exist:

15.1.1 Contractor fails to perform the covenants herein contained at the time and in the manner herein provided;

15.1.2 Contractor's mental health license is revoked or is allowed to lapse;

15.1.3 Contractor's facility is found to be in such condition as to constitute a danger to the health and safety of the children in such facility;

15.1.4 County has cause to believe that allegations of child abuse and/or endangerment against Contractor are true, or;

15.1.5 County, State, or Federal funding becomes unavailable.

16.0 GOVERNING LAW, JURISDICTION AND VENUE:

This Agreement shall be governed by and construed in accordance with the laws of the **State of California.** Any reference to a specific statute, regulation, or any other document not prepared by County is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Agreement shall be interpreted and the parties' duties and obligations under this Agreement shall be consistent with any amendment to any applicable statute, regulation or other document not prepared by County which occurs after the effective date of this Agreement.

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.

17.0 COMPLIANCE WITH REGULATIONS:

This Agreement shall be performed in accordance with all pertinent regulations of the U.S. Department of Health and Human Services (HHS), the California Department of Mental Health (CDMH), and County's Department of Mental Health (DMH).

18.0 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.

19.0 STAFFING:

Contractor shall operate throughout the term of this Agreement with staff, including, but not limited to, professional staff, that approximates the type and number as approved in writing by Director, including any addenda thereto as approved in writing by Director, and as required by WIC and CCR. Such staff

shall be qualified and shall possess all appropriate licenses in accordance with WIC Section 5603 and all other applicable requirements of the California Business and Professions Code, WIC, CCR, CR/DC Manual, RO/TCM Manual, and SDMH Policy Letters.

19.1 If vacancies occur in any of Contractor's staff that would reduce Contractor's ability to perform any services under the Agreement, Contractor shall promptly notify Director of such vacancies.

19.2 During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of all persons by name, title, professional degree, and experience, who are providing any services under this Agreement.

20.0 STAFF TRAINING AND SUPERVISION:

Contractor shall institute and maintain an in-service training program of treatment review and case conferences in which all its professional, para-professional, intern, student and clinical volunteer personnel shall participate. Contractor shall institute and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers, if applicable.

21.0 PROGRAM SUPERVISION, MONITORING AND REVIEW:

All services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served.

21.1 Upon receipt of a DMH Contract Monitoring Report, Contractor shall respond in writing to the particular DMH Contract Monitor within the time specified in the Report either acknowledging the reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate correction of all deficiencies.

21.2 In the event of a State audit of this Agreement, if State auditors disagree with County's written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State.

21.3 Authorized County and/or State representatives shall have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable time.

22.0 PATIENTS'/CLIENTS' RIGHTS:

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

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

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

23.2 Contractor Staff:

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

23.2.2 Although clerical and other nontreatment staff may not be required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

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

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

24.0 NONDISCRIMINATION IN SERVICES:

Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 24.0, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap.

24.1 Contractor shall establish and maintain written complaint procedures under which any person applying for or receiving any services under this Agreement may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the rendering

of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to Director for the purpose of presenting his complaint of the alleged discrimination. Such complaint procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

24.2 Contractor shall have admission policies specifying non-discrimination in writing and available to the public. Contractor shall not employ discriminatory practices in the admission of any person, assignment of accommodations, or otherwise. Any time any person applies for services under this Agreement, such person shall be advised by Contractor of the complaint procedures described in the above paragraph. A copy of such complaint procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided under this Agreement.

25.0 FAIR LABOR STANDARDS:

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

26.0 CONFLICT OF INTEREST:

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

such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

26.2 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.

27.0 INDEPENDENT STATUS OF CONTRACTOR:

27.1 This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

27.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

27.3 Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

27.4 Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgment of Employer form (Exhibit C attached hereto and incorporated herein by

reference) for each of its employees performing services under this Agreement. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of this Agreement but in no event later than the date such employee first performs services under this Agreement.

28.0 COMPLIANCE WITH APPLICABLE LAW:

28.1 Contractor shall comply with all Federal, 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.

28.2 Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited, 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.

29.0 THIRD PARTY BENEFICIARIES:

Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

30.0 LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates, as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

31.0 TERMINATION FOR INSOLVENCY:

31.1 County may terminate this Agreement immediately in the event of the occurrence of any of the following:

31.1.1 Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

31.1.2 The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

31.1.3 The appointment of a Receiver or Trustee for Contractor.

31.1.4 The execution by Contractor of a general assignment for the benefit of creditors.

31.2 The rights and remedies of County provided in this Paragraph 32 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32.0 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 determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitle to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the

supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

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

33.0 SEVERABILITY:

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

34.0 CAPTIONS AND PARAGRAPH HEADINGS:

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

35.0 ENTIRE AGREEMENT:

The body of this Agreement; Exhibit A - General Mental Health Services Exhibit, Exhibit B - Contractor Employee Acknowledgement of Employer form , and Exhibit C - Subcontractor Employee Acknowledgement of Employer form, attached hereto and incorporated herein by reference; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

Exhibit A - General Mental Health Services Exhibit.

Exhibit B – Contractor Employee Acknowledgement of Employer.

Exhibit C - Subcontractor Employee Acknowledgement of Employer.

36.0 WAIVER:

No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any

provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 36 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

37.0 EMPLOYMENT ELIGIBILITY VERIFICATION:

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

38.0 AUTHORIZATION WARRANTY:

Contractor represents and warrants that the person executing this Agreement for Contractor 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.

39.0 CERTIFICATION OF DRUG-FREE WORK PLACE:

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

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40.0 COUNTY LOBBYISTS:

Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles 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.

41.0 RESTRICTIONS ON LOBBYING:

If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

42.0 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.

43.0 MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES:

Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 47.

44.0 NOTICE TO EMPLOYEES REGRADING THE FEDERAL EARNED INCOME CREDIT:

Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015."

45.0 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.

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

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

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

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

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

46.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER THEIR COVERD TRANSACTIONS (45 C.F.R. PART 76):

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

47.0 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 thirty (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 program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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.

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

48.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to *Transactions and Code Sets, Privacy, and Security*. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf.

Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

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

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49.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

The Contractor shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment I of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

50.0 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMIMENT 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 in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

51.0 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 Contractors to complete the certification in Attachment E, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

52.0 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.

53.0 ALTERATION OF TERMS:

No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Summary or Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

54.0 NOTICES:

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

To Contractor: _____

_____

_____

_____

Attention: _____

To County : Department of Mental Health

Contracts Development and

Administration Division

550 South Vermont Ave., 5th Floor

Los Angeles, CA 90020

Attention: Chief of Contracts Development and

Administration Division

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, 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
BY THE OFFICE OF COUNTY COUNSEL:

APPROVED AS TO CONTRACT
ADMINISTRATION:
DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

VA:OCCP Boilerplate (05-05-06)

EXHIBIT A

GENERAL MENTAL HEALTH SERVICES (DEAF AND HARD OF HEARING) EXHIBIT

(IN OUT-OF-COUNTY RESIDENTIAL FACILITIES)

This Exhibit describes and defines the array of mental health treatment services to be provided to Seriously Emotionally Disturbed (SED) deaf and hard of hearing children placed into out-of-county residential care programs pursuant to Government Code 7576, Chapter 654, Statute of 1996, and Welfare Institutions Code 300, Sections A through J.

A. GENERAL MENTAL HEALTH SERVICES are bundled into a single, daily program unit and include the following:

1). Individual, Group, and Family Therapy

These are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the patient's/client's goals/desired results/personal milestones, and enabling patients/clients to benefit from Special Education.

For patients/clients who are seriously emotionally disturbed deaf and hard of hearing children, mental health services provide a range of services to assist the patient/client to gain the social and functional skills necessary for appropriate development and social integration.

Services may be either face-to-face or by telephone contact with the patient/client or significant support persons and may be provided anywhere in the community. In the unusual circumstance where the patient/client and/or significant other is not present, plan development activities hereunder may be provided without a face-to-face or telephone contact.

Services shall include assessment, evaluation, collateral, and rehabilitation services; including assistance in restoring or maintaining a patient's/client's or group of patients'/clients' functional skills, daily living skills, social skills, grooming and personal hygiene skills, medication compliance, development of

support systems; counseling of the patient/client and/or family; training in leisure activities integral to achieving the patient's/client's goals/desired results/personal milestones; and medication education.

2). Medication Evaluation and Monitoring

These include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness, which are provided by a staff person within the scope of practice of his/her profession.

Services may be either face-to-face or by telephone with the patient/client or significant support persons.

Services include evaluation of the need for medication, clinical effectiveness and the side effects of medication; obtaining informed consent; medication education, including, but not limited to, discussing risks, benefits and alternatives with the patient/client or significant support persons.

3). Crisis Intervention

These services consist of a quick emergency response enabling a patient/client to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the patient's/client's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency.

Services may be either face-to-face or by telephone with the patient/client or significant support persons.

4). Case Management/Brokerage

These are provided to access medical, educational, social, pre-vocational, rehabilitative, or other needed community services for eligible patients/clients. These services provide for the continuity of care within the mental health system and related social service systems. Services shall include linkage and consultation, placement and plan development.

Services may be either face-to-face or by telephone with the patient/client or significant support persons.

Linkage and consultation services include:

(1) Identification and pursuit of resources which are necessary and appropriate to implement the service plan;

(2) Interagency and intra-agency consultation, communication, coordination, and referral; and

(3) Monitoring service delivery, the service plan, and to ensure patient/client access to services and the service delivery system.

B. PERSONS TO BE SERVED: Contractor shall provide services to children and adolescents, ages 0 to 22, who are identified as Seriously Emotionally Disturbed (SED) deaf and hard of hearing children; have been assessed by Department of Mental Health; and have been determined to require residential placement and mental health treatment services in order to benefit from Special Education by an Individualized Education Program (IEP) team and who are referred to Contractor by Director.

C. SERVICE DELIVERY SITE(S): Contractor's facility(ies) where services are provided is (are) located at:

_____

_____

_____

_____

Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at such location(s) and/or before commencing such services at any other location(s).

EXHIBIT B

CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon_____, for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County 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 during the period of this employment.

I understand and agree that I do not have an will not acquire any rights or benefits pursuant to any contract between my employer, _____ _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

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

EXHIBIT C

SUBCONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon_____, for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose whatsoever and that I do not have an will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any subcontract between my employer, _____ , and any person or entity which has a prime contract with the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

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

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

EXHIBIT D

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

EXHIBIT D

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

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

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apoyada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?
La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?
No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?
El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT E

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)

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

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

OUT-OF-COUNTY CHILD PLACEMENT MENTAL HEALTH SERVICES AGREEMENT

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Victor Treatment Center, Inc. dba Willow Creek Treatment Center	NP								

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

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

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

ATTACHMENT E

SPECIALIZED CONTRACT RENEWALS FOR FYs 2006-2007, 2007-2008, AND 2008-2009

TEMPORARY PSYCHIATRIST SERVICES AGREEMENTS (LOCUM TENENS)

Item No.	CONTRACTOR	SUP. DIST.	Agreement Term	Daily Rates*
				FYs 2006-2009
1	Interim Physicians, Inc. 1040 Crown Pointe Parkway, Suite 120 Atlanta, GA 30338	N/A	3 Yrs.	$875 per day
2	J & C Nationwide 1150 Hammond Drive, Suite A-1200 Atlanta, GA 30338	N/A	3 Yrs.	$875 per day
3	NMR Healthpros, Inc. 901 Calle Amanecer, Suite 300 San Clemente, CA 92673	N/A	3 Yrs.	$875 per day
4	Staff Care, Inc. 5001 Statesman Drive Irving, TX 75063	N/A	3 Yrs.	$875 per day

The all-inclusive daily rate for psychiatric services is $875.00 per day, and time and 1/2 for holidays.

Contractor:

DMH-_____
CONTRACT NUMBER

_____

_____

Business Address:

_____

_____

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

TEMPORARY PSYCHIATRIST SERVICES AGREEMENT

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EXHIBIT A	DESCRIPTION OF SERVICES
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EXHIBIT E	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
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CONTRACT NO. _____

TEMPORARY PSYCHIATRIST SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____, 2005, by and between the County of Los Angeles (hereafter "County"), and

_____

_____

_____

_____

(hereafter "Contractor")

Business Address:

_____

_____

_____

_____

_____

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

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this Agreement; and

WHEREAS, these services shall be provided by Contractor in accordance with all applicable Federal, State and local laws, required licenses, ordinances, rules, Regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, California Welfare and Institutions Code Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5716, 5719, 5721, 5722, 5751.2, and 5900 et seq.; Medi-Cal Act, California Welfare and Institutions Code Section 14000 et seq., including, but not limited to, Section 14132.44; California Welfare and Institutions Code Section 17601 et seq.; California Work Opportunities and Responsibilities to Kids Act, California Welfare and Institutions Code Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code

Section 1396 et seq.; Title IV of the Social Security Act, Part B of Title XIX of the Public Health Service Act, 42 United States Code Section 300x et seq.; California Penal Code Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443 et seq. of the California Code of Regulations; State Department of Mental Health's Cost Reporting/Data Collection Manual; State Department of Mental Health's Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management; State Department of Mental Health's Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by State Department of Mental Health; and/or for State Department of Health Services; and

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

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

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

WHEREAS, pursuant to Sections 26227 and 31000 of the California Government Code, County is authorized to contract for these services.

NOW, THEREFORE, in consideration of the promises and covenants hereafter contained the parties hereto agree as follows:

PREAMBLE

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

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

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

/

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

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

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

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

competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.

- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, 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 are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

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

1. **TERM AND TERMINATION**: The term of this Agreement shall continue in full force and effect through _____ including two automatic one-year renewal periods. The first automatic renewal period shall be from _____ through _____. The second automatic renewal period shall be from _____ through_____. The Agreement may be terminated at any time by either party, with or without cause, upon the giving of at least 30 calendar days prior written notice thereof to the other.

Director may terminate this Agreement immediately if Contractor, its officers, employees or agents, including its independent contractors, fail to comply with the terms of this Agreement or any directions by or on behalf of County issued pursuant hereto.

Director may also terminate this Agreement, immediately if Contractor, its officers, employees or agents, including its independent contractors, engage in, or if Director has reasonable justification to believe that Contractor, or such employees or agents, including Contractor's independent contractors, may be engaging in a course of conduct which poses an imminent danger to the life or health of County patients.

County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate

Termination".

In addition, the performance of services under this Agreement may be terminated when such action is deemed by County to be in its best interest. Termination of services shall be effected by delivery to Contractor of a written "Notice of Termination" specifying the extent to which performance of services under this Agreement is terminated, and the date upon which such termination becomes effective.

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

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

3. **DESCRIPTION OF SERVICES**: Contractor agrees to provide DMH upon request, with the services described in Exhibit A, attached hereto and incorporated herein by reference.

4. **BILLING AND PAYMENT**: All billings by Contractor for services provided pursuant to this Agreement shall be in accordance with the terms, conditions and rates set forth in Exhibit B, attached hereto and incorporated herein by reference.

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

B. 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 (NOTICES).

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

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

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

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth as part of its obligation under this Paragraph 39.

Failure by Contractor to meet the requirements of this Paragraph 39 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement."

6. **RECORDS AND AUDITS**:

A. Financial Records: Contractor shall prepare and maintain adequate financial records in accordance with generally accepted accounting principles. All such records shall be sufficient to substantiate all charges billed to County in the performance of this Agreement. All financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of services and personnel provided, as well as all other financial records pertaining to this Agreement shall be retained by Contractor for a minimum of five (5) years following the end of County's July 1 through June 30 fiscal year in which service was rendered. During such five (5) year period, as well as during the term of this Agreement, all such records shall be made available by Contractor at a location in Los Angeles County during normal business hours to representatives of County's Auditor-Controller, County's Department of Health sufficient to substantiate all charges billed to County in the performance of this Agreement. All financial records of Contractor pertaining to this Agreement, including accurate books and records of accounts of its costs and operating expenses, and all records of

services and personnel provided, as well as all other financial records pertaining to this Agreement shall be retained by Contractor for a minimum of five (5) years following the end of County's July 1 through June 30 fiscal year in which service was rendered. During such five (5) year period, as well as during the term of this Agreement, all such records shall be made available by Contractor at a location in Los Angeles County during normal business hours to representatives of County's Auditor-controller, County's Department of Health Services and the State of California for purposes of inspection and audit.

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

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

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

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

Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) days after receipt of County's audit/compliance review results to provide documentation

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

E. County Audit Settlements: If, at any time during the term of this Agreement or at any time within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of County conduct an audit of-Contractor regarding the services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

F. Failure to Comply: Failure of Contractor to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within ten (10) business days following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

7. **CONFIDENTIALITY**: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and MIS records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

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

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

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

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

C. Contractor Staff:

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

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

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

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

10. **NONDISCRIMINATION IN SERVICES:**

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph

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

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

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

11. **NONDISCRIMINATION IN EMPLOYMENT**:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, religion, national origin, ancestry, sex, age, marital status, physical handicap, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, religion, national origin, ancestry, sex, age, marital status, physical handicap, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment

advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, marital status, physical handicap, or political affiliation.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 17 when so requested by Director.

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

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 17, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

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

13. **INDEMNIFICATION AND INSURANCE**:

A. Indemnification: Contractor shall indemnify, defend and hold harmless County and County Special Districts, and their elected and appointed officers, employees, and agents, from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage, including physical damage or loss of Contractor's property in the care, custody or control of Contractor. Contractor shall not be obligated to indemnify for liability and expense arising from the active negligence of the County.

B. Insurance: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to County and shall be primary to

and not contributing with any other insurance maintained by County. Certificates or other evidence of coverage and certified copy(ies) of additional insured endorsements shall be delivered to Department of Mental Health, Attention: Chief, Contracts Development and Administration Division prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain express conditions that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Contractor to procure and maintain the required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

(1) Liability: Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include, but not be limited to:

(a) General Liability: General liability insurance written on a commercial general liability policy Form CG 00 01 or its equivalent covering the hazards of premises/operations, contractual, independent contractors, advertising, products completed operations, broad form property damage, and personal injury with a combined single limit of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate with no exclusions.

(b) Business Automobile Liability: Form CA 00 01 or its equivalent, endorsed for all owned, non-owned and hired vehicles (involved in the provision of services under this Agreement) and non-owned automobile hazards with a combined single limit of ONE MILLION DOLLARS ($1,000,000) per occurrence.

(2) Professional Liability: (ERRORS & OMISSIONS) Insurance covering professional services which includes any service requiring State licensing as a professional or requiring in-depth, specialized knowledge not available to a member of the general public such as physicians, psychologists, drug counselors, attorneys, accountants, computer programmers, architects, engineers and surveyors with a limit of ONE MILLION DOLLARS ($1,000,000) per occurrence, TWO MILLION DOLLARS ($2,000,000) aggregate with no exclusions. The policy should be on a claims made form and shall be required to provide an extended two-year reporting period commencing upon termination of said Agreement. (Limits required for obstetricians, gynecologists, and surgeons should be a least TWO MILLION DOLLARS ($2,000,000) per occurrence, THREE MILLION DOLLARS ($3,000,000) aggregate.)

(3) Workers' Compensation: With statutory limits and employers' liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) per accident, ONE MILLION DOLLARS ($1,000,000) per employee for disease and ONE MILLION DOLLARS ($1,000,000) aggregate policy limit for all diseases.

14. **FAILURE TO PROCURE INSURANCE**: Failure on the part of Contractor to procure or maintain the required insurance in Paragraph 13 above shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured, retroactive to the effective date of this Agreement, within ten (10) business days following the giving of such Notice, then

County may, at County's sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1, TERM AND TERMINATION, of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

15. **CONTRACTOR'S OFFICES**: Contractor's business address is noted in Paragraph 55, NOTICES, below. Contractor shall notify in writing County's Department of Mental Health of any change in its business address at least ten (10) working days prior to the effective date thereof.

If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name of Contractor changes, then Contractor shall notify County's DMH, in writing detailing such changes at least thirty (30) calendar days prior to the effective date thereof.

16. **NON-APPROPRIATION OF FUNDS CONDITION**: Notwithstanding any other provision of this Agreement, County shall not be obligated for Contractor's performance hereunder during any of County's July 1 through June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's Budget for each such fiscal year. If County's Board of Supervisors fails to appropriate funds for any such fiscal year, this Agreement shall be deemed to have terminated on June 30th of the prior fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible date.

17. **WARRANTY AGAINST CONTINGENT FEES**: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. **CONFLICT OF INTEREST**:

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

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

disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all persons implicated and complete description of all relevant circumstances.

19. **UNLAWFUL SOLICITATION**: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 `of Division 3 (commencing with Section 6l50) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

20. **INDEPENDENT STATUS OF CONTRACTOR**:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

21. **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.

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

23. **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, 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.

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

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

and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

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

25. **TERMINATION FOR DEFAULT**:

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

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

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

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

C. The rights and remedies of County provided in this Paragraph 25 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

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27. **TERMINATION FOR INSOLVENCY**:

A. County may terminate this Agreement immediately in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement

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

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

30. **WAIVER**: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 29 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

31. **EMPLOYMENT ELIGIBILITY VERIFICATION**: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

32. **AUTHORIZATION WARRANTY**: Contractor represents and warrants that the person executing

this Agreement for Contractor 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.

33. **RESTRICTIONS ON LOBBYING**: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

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

35. **COUNTY LOBBYISTS**: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles 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.

36. **CHILD SUPPORT COMPLIANCE PROGRAM**:

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

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

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 34 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

38. **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.

39. **CONTRACTOR RESPONSIBILITY AND DEBARMENT**:

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

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

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

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

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

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

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

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

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

40. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76:** The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards

to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

41. **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.

42. **REPORTS**: Contractor shall make reports as required by Director regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least thirty days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

43. **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.

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

45. **THIRD PARTY BENEFICIARIES**: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

46. **ALTERATION OF TERMS**: No addition to, or alteration of, the terms of the body of this Agreement, or the Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

47. **ENTIRE AGREEMENT**: The body of this Agreement and Exhibits A, B, C, and D, attached hereto and incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

Exhibit A--DESCRIPTION OF SERVICES.

Exhibit B--BILLING, PAYMENT AND SCHEDULE OF RATES.

Exhibit C--ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS.

Exhibit D--SAFELY SURRENDERED BABY LAW

Exhibit E--CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Exhibit F--CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALIT AGREEMENT

48. **PERFORMANCE UNDER EMERGENCY CONDITIONS**:

A. FORCE MAJEURE: In the event that performance by either party is rendered impossible (permanent or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, County shall have the right to terminate this Agreement upon any event which renders performance impossible. In such case, County shall be responsible for payment of all expenses incurred to the point at which this Agreement is terminated.

B. CONTRACTOR'S PERFORMANCE DURING CIVIL UNREST OR DISASTER: Contractor and its subcontractor(s) recognize that health care facilities (e.g., residential health care facilities) maintained by County, and the participants that they serve, provide care that is essential to the residents of the community they serve, and that these services are of particular importance at the time of riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of the Agreement, full performance by Contractor and its subcontractor(s) during any riot, insurrection, civil unrest,

natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend of County may immediate terminate this Agreement.

C. EMERGENCY AND DISASTER PREPAREDNESS: Notwithstanding Contractor's and County's contractual objective to provide services to eligible persons, Contractor shall make program services available to any person impacted during the event of a State/nationally declared emergency, contingent upon the availability and commitment of Federal Emergency Management Agency (FEMA) or State Office of Emergency Services (OES) funds with which to reimburse Contractor for funds expended.

49. **CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996**: 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 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations 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 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.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" or "Disclosure" means, 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.

1.2 "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.

1.3 "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.

1.4 "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).

1.5 "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, whether oral or recorded in any form or medium, 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.

1.6 "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.

1.7 "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.

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

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

1.10 Terms used, but not otherwise defined in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

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OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 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.

2.2 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 Paragraph. 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.

(b) effective as of April 20, 2005, specifically as to Electronic 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.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street.
Suite 525
Los Angeles, CA 90012

2.4 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 Paragraph.

2.5 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.

2.6 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.

2.7 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.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 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 2.8, 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 2.8 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.

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 Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 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 Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

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

(c) If neither termination nor cure is feasible, Covered Entity shall 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 it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this 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 Paragraph 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 Paragraph.

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

5.4 Regulatory References. A reference in this Paragraph 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 Paragraph 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 Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations."

50. **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:

1.1 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.

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

number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

1.3 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.

1.4 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.

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

52. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:** The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Attachment VII** of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

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

54. **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.

55. **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 Subparagraph B (Reimbursement For Initial Period) and Subparagraph C (Reimbursement if Agreement is Automatically Renewad) of this Agreement, COUNTY shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such changes in allocation of funds at the earliest possible date.

56. **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 OIG has the discretion not to exclude.

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

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Exhibit E as part of its obligation under this Paragraph 47.

Failure by Contractor to meet the requirements of this Paragraph 47 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

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

To Contractor: _____

_____

_____

_____

Attention: _____

_____

To County: Department of Mental Health

Contracts Development and Administration Division

550 South Vermont Ave., 5th Floor

Los Angeles, CA 90020

Attention: Richard Kushi, Chief

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health, 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

RB: Legacy Locum Tenens, LLC Temp Psyc. Svcs. Agreement

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Upon request, contractor shall provide County Mental Health Facilities with personnel services listed in Exhibit A Contractors agrees to provide, upon advance notice, such services on a seven (7) days per week, twenty-four (24) hours per day basis. All such services shall be provided in accordance with specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B.

Personnel who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County Mental Health Facility's mental health staff or administration.

A. Psychiatrist Services: Services to be provided hereunder shall include, but shall not be limited to:

1) Providing direct patient care, including work with individual patients, their families and significant others;

2) Consulting with other staff regarding patient care, medical and diagnostic work performed;

3) Participating in treatment team planning;

4) Performing psychiatric consultations with patients;

5) Conducting or coordinating appropriate physical, psychological, and laboratory assessment of patients to determine treatment and medication needs;

6) Prescribing medications;

7) Referring patients to other human service agencies and consulting with such, as required; and

8) Authorizing involuntary detention and transfer to hospitals as required.

B. PERSONS TO BE SERVED: Services shall be provided to diverse client populations: (1) child, adolescent, adult, homeless, elderly, and family; (2) ethnically, culturally and linguistically diverse; (3) inpatient, outpatient and jail inmates; and (4) dual diagnosis (mental and substance use disorders).

C. ASSIGNMENTS: contractor hereby acknowledges and accepts that work assignments may be short-term (i.e. several hours to less than a week) and medium-term (i.e. a few weeks to several weeks) assignments, that work schedules may be nontraditional and that its personnel may be required to travel between facilities.

D. TRAVEL: Contractor hereby acknowledges and accepts that travel may be extensive, given the wide geographical range of facilities in all parts of Los Angeles County, including Antelope Valley, San Gabriel Valley, San Fernando Valley, South Bay, Westside, East Los Angeles and the Metropolitan area.

2. CONTRACTOR'S RESPONSIBILITIES:

A. Business License: Contractor shall provide evidence that it has, for a minimum of three (3) years, been in business as a provider of personnel services described in this Agreement. Prior to the execution of this Agreement,

Contractor shall provide the Department of Mental Health, Contracts Development and Administration Division, with a copy of its current business license (or local government entity equivalent) and Federal and State Employer Identification Numbers.

B. Contract Manager: Contractor shall identify a Contract Manager who shall be responsible for overall operation of the Contract program.

C. Prohibition Against Recruitment of County-Employed Psychiatrist: Contractor, and/or Contractor's employees, officers or agents, shall not hire, recruit, attempt to recruit, or cause to be recruited, any County-employed psychiatrist, as psychiatrist for Contractor.

Any such attempted hiring or recruitment of any County-employed psychiatrist by Contractor, its employees, officers or agents shall constitute a material breach of this Agreement upon which the County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1 (TERM AND TERMINATION) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

D. Prohibition Against the Utilization of County-Employed Psychiatrist: Contractor shall not utilize any current County–employed psychiatrist (whether full-time or part-time) for the provision of services pursuant to this Agreement. Further, Contractor shall not utilize any former County-employed Psychiatrist(s) (whether full-time or part-time) for the provision of services hereunder, unless such former County-employed Psychiatrist(s) has (have) terminated her/his

(their) County employment at least three (3) months prior to working for Contractor, or unless County has terminated the employment (i.e., laid off) of such former County-employed psychiatrist because of County budget reductions.

Failure to comply with the provisions of this Paragraph shall constitute a material breach of this Agreement upon which County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1 (TERM AND TERMINATION) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

E. Recruitment

1) Contractor shall screen all personnel prior to referring such personnel to County Mental Health Facilities to assure that such personnel meet the professional qualifications described in Paragraph 5 of this Exhibit.

2) Contractor shall verify, prior to referring its personnel to a County Mental Health Facility, that all such persons have a current California license, and any other licenses and/or California certifications required by law. Documentation that Contractor has verified the current status of, or a photo-copy of, all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and shall be made available to County upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a

material breach of this Agreement upon which County shall give written "Notice of Material Breach". If such breach is not cured within ten (10) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to provisions of Paragraph 1 (TERM AND TERMINATION) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such a person, County shall not pay for the time worked by that individual.

3) Contractor shall provide County Mental Health Facility, upon first referring its personnel for services hereunder, with a copy of all current licenses, credentials, and/or certifications, as appropriate, for such person.

4) If contractor recruits out-of-state personnel to provide services hereunder, Contractor shall assure that all such personnel meet the licensing and/or certification requirements set forth by the State of California for their professional specialty. Documentation that Contractor has verified the current status of all such licenses and/or certifications shall be retained by Contractor for purposes of inspection and audit and shall be available to County upon request.

County Mental Health Facilities will not accept the services of Contractor's temporary psychiatrist's personnel with non-immigrant H-1A visa status during the term of this Agreement.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within ten (10) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to provisions of Paragraph 1 (TERM AND TERMINATION) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

If Contractor refers an individual who lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such a person, County shall not pay for the time worked by that individual.

5) Contractor shall, at no cost to the County, make all travel arrangements to and from Los Angeles, California, and shall be responsible for providing, or arranging for, housing for such out-of-state recruited personnel.

F. Annual Staff Development: Contractor personnel providing services hereunder shall have attended annual staff development in the following areas: patient rights, and child/elder abuse.

Documentation that Contractor's employees have attended such staff development program(s) shall be retained by Contractor and shall be made available to County upon request for purposes of inspection and audit.

G. Infection Control: If any of Contractor's personnel are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall report such occurrences to County Facility's to County Fracility's Infection Control section within twenty-four (24) hours of becoming aware of diagnosis.

If a County patient is diagnosed as having an infectious disease, and such County patient has had contact with Contractor's personnel during the usual incubation period for such infectious disease, County Mental Health Facility shall report such occurrence to Contractor.

For the purposes of this Agreement, the infectious diseases reportable hereunder are listed in the Public Health List of Reportable Diseases.

H. County Facility Orientation: In-house orientation of all Contractor-referred personnel may be required by any County Mental Health Facility. Orientation time at any given County Mental Health Facility (up to a maximum of eight (8) hours shall be at County's expense.

4. TERM OF PERSONNEL ASSIGNMENT: The assignment of any Contractor's personnel to a County Mental Health Facility hereunder shall not extend beyond the expiration date of this Agreement.

5. PERSONNEL'S PROFESSIONAL QUALIFICATIONS:

A. Licenses, Registrations and Certificates: All psychiatrist providing services hereunder shall have completed an accredited psychiatric residency and be Board Certified or Board eligible (ABPN) in General Psychiatry. Board Certification or eligibility in child and adolescent psychiatry is also desirable. Completion of an ACGME-approved residency in psychiatry or equivalent; possession of a current Controlled Substance Registration Certificate issued by the Drug Enforcement Administration (DEA); and current Physician and Surgeon license issued by the Medical Board of California are also required. All applicable licenses must be valid and in force. License and criminal background investigations (including fingerprints) will be made. In addition, Los Angeles County Sheriff's Department will conduct extensive background investigations on persons assigned to jail facilities. All prospective psychiatrists must be eligible to bill for Medicare/Medi-Cal funding. Contractor shall verify that all psychiatrists referred by Contractor hereunder have a valid and current medical license, and any other licenseś and/or certificates required by law. Documentation that Contractor has verified the current status of all such licenses and/or certification shall be retained by Contractor at Contractor's local office for purposes of on-site inspection and audit and made available to County upon request.

Failure to comply with the requirements of this Paragraph, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such breach is not cured within ten (10) business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to provisions of Paragraph 1 (TERM AND TERMINATION) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

Each County Mental Health Facility shall verify the current status of all licenses and/or certificates, as appropriate, of all temporary personnel referred by Contractor.

County Mental Health Facility may refuse utilization of any of Contractor's personnel if the above information is not provided in accordance with the provisions of this paragraph.

In the event a County Mental Health Facility inadvertently utilizes a person who lacks appropriate licenses and/or Certificates, County Mental Health Facility shall not pay for any time worked by that individual.

6. PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF CONTRACTOR'S PERSONNEL: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's personnel to County employment or County relief pools. Contractor understands, however, that notices regarding available positions are posted

in conspicuous locations at County Mental Health Facilities and that County Mental Health Facility cannot restrict access by Contractor-referred personnel to such information.

In the event a psychiatrist referred by Contractor hereunder expresses interest in County employment and County Mental Health Facility desires to recruit such psychiatrist, County Mental Health Facility shall give reasonable notice of such fact to Contractor.

7. GENERAL CONDITIONS:

A. Contractor shall establish appropriate policies and procedures regarding initial and follow-up procedures for Contractor psychiatrist who experience an industrial accident while working at a County Mental Health Facility.

Contractor shall give each of its psychiatrist providing services hereunder written instructions on the above policies and procedures, to be reviewed on an annual basis.

A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of inspection and audit.

B. Contractor shall make a reasonable effort to provide the services of a specific psychiatrist when requested to do so by a County Mental Health Facility.

C. County Mental Health Facility may refuse any psychiatrist whom County Mental Health Facility (ies) has (have) previously requested to be removed from the provision of services.

D. County, in its sole discretion, may refuse utilization of specific Contractor psychiatrist.

E. While at County Mental Health Facility, Contractor's personnel shall report to County Mental Health Facility's Administrator or his/her authorized designee.

F. Contractor shall immediately remove any of its personnel from County Mental Health Facility premises upon receipt of oral or written notice from County Mental Health Facility that the actions of such person may adversely affect the delivery of mental health services.

In such cases, Contractor shall bill County Mental Health Facility for actual hours, or portion thereof, worked by said individual prior to his/her removal.

G. Contractor's psychiatrist who agree to perform services at County Mental Health Facility, understand that while case requirements may be more difficult, a workload shall not be in excess of a County-employed psychiatrist.

H. Upon reporting for and leaving work, Contractor's psychiatrist shall sign in and out on Contractor-provided daily time sheets. County may request Contractor to use County-provided daily time sheets during the term of this Agreement. A copy of the daily time sheet shall be sent to the Contractor weekly.

I. County shall provide each psychiatrist with a photo identification badge, with Contractor's name and the psychiatrist's name easily visible. Such badge shall be worn at all times Contractor's psychiatrists are at a County Mental Health Facility.

J. Contractor shall provide the following psychiatric services to County Mental Health Facility:

1) Telephone consultation regarding psychiatric care of any patient treated by Contractor's personnel.

2) Telephone and personal consultation with qualified County Mental Health Facility personnel for specific patient problems.

EXHIBIT B

BILLING, PAYMENT AND SCHEDULE OF RATES

1. BILLING AND PAYMENT: Contractor shall bill County weekly in arrears, in accordance with terms, conditions and rates set forth below. All billings shall clearly reflect and provide reasonable detail of the services for which claim is made, including, but not limited to, type of services provided, name of person who provided services, date and hours worked, and any other charges, as set forth in this Agreement.

Funding will be allocated on an as needed basis, utilizing vacant budgeted positions. Billings shall be made and forwarded to the attention of the Budget and Reimbursement Division, Department of Mental Health, promptly at the end of each week. Upon receipt of a complete and correct billing, County shall pay Contractor within thirty (30) working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

2. DEFINITIONS: For the purpose of this Agreement, the following definitions and payment provisions shall apply.

A. Overtime: Any hours worked in excess of a 40 hour week.

B. Holidays: County holidays (from shift start on or after 7:00 a.m. on the morning of the holiday and ending on or before 7:00 a.m. the following day) shall be billed at one and one-half (1.5) times the hourly rate. For the purposes of this Agreement, County shall pay the holiday rate only for the following holidays:

1) New Year's Day

2) Memorial Day

3) Fourth of July

4) Labor Day

5) Thanksgiving Day

6) Christmas Day

C. WEEKEND CALL: Saturday 8:00 a.m. through Monday 8:00 a.m.

D. WEEKNIGHT CALL: The period beginning after the end of a normal work schedule (i.e., 8:00 a.m. to 5:00 p.m.) until the last hour before the beginning of the next normal scheduled work day.

3. GENERAL CONDITIONS: County Mental Health Facility may change or cancel any request without incurring any financial liability upon providing Contractor with at least fourteen (14) days prior notice.

4. RATES: Contractor's rates for the services provided under this Agreement may be, upon mutual agreement between Contractor and County, less than, but shall not exceed the following:

All-inclusive daily (8 hours) rate for psychiatric services shall be:

A. An all-inclusive daily rate of $875.00/day for Psychiatrists.

B. Overtime hours: $159.00/hour.

C. Weeknight Call: $125.00/hour.

D. Weekday Hourly Rate: $109.38.

E. Weekend Call: $125.00/hour.

F. Holiday Rates: If physician works- daily rate and ½

If physician is on call only- daily rate

The rates set forth in this Exhibit B-1 shall be the sole consideration paid by County to Contractor hereunder.

Payment to Contractor shall be only for the actual number of hours worked by its psychiatrist. Contractor shall pay the wages of all of its psychiatrist who provide services hereunder, and shall be responsible for Federal and State withholding taxes, Social Security taxes, and Unemployment insurance and disability insurance payments, if applicable.

ATTACHMENT C

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Temporary Psychiatrist Services Agreement's Paragraph 56 (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 _____

EXIHIBIT D
SAFELY SURRENDERED BABY LAW

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.

Sin culpa.

Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa también esta apollada por First 5 LA y INFO LINE de Los Angeles.

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

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

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

Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

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

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

EXHIBIT E

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

CONTRACTOR _____

CONTRACT NUMBER _____

CONTRACTOR ACKNOWLEDGEMENT:

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

CONFIDENTIALITY AGREEMENT:

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

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

EXHIBIT E

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT
(Continued)

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

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

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

NAME: _____ DATE: _____
(Signature)

NAME: _____
(Please print)

POSITION: CONTRACTOR

Revised: 4/21/05

EXHIBIT F

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

CONTRACT NUMBER _____

CONSULTANT EMPLOYEE ACKNOWLEDGEMENT:

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

EMPLOYEE CONFIDENTIALITY AGREEMENT:

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

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

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

EXHIBIT F

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

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

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

BY: _____ DATE:_____
(Employee Signature)

NAME: _____
(Please Print)

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

Revised (5/17/05)

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

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

TEMPORARY PSYCHIATRIST SERVICES AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Interim Physicians, Inc.	P							100	
2	J & C Nationwide	P							100	
3	NMR Healthpros, Inc.	P							100	
4	Staff Care, Inc.	P							100	

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

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

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

ATTACHMENT F

SPECIALIZED CONTRACT RENEWALS FOR FYs 2006-2007, 2007-2008, AND 2008-2009

UNIQUE AGREEMENTS

Item No.	CONTRACTOR	SUP. DIST. (HQ)	Agreement Term	Fiscal Year Funding		
				FY 2006-2007	FY 2007-2008	FY 2008-2009
1	A Community of Friends 3345 Wilshire Boulevard, Suite 1000 Los Angeles, CA 90010	2	3 Yrs.	*	*	*
2	Venice Family Clinic (DMH is Subcontractor) 604 Rose Avenue Venice, CA 90291	2	1 Yr.	**	N/A	N/A
3	White Memorial Medical Center 1720 Cesar E. Chavez Avenue Los Angeles, CA 90033	1	1 Yr.	$2,098,750	N/A	N/A
		TOTAL:		$2,098,750	--	--

*The Step-Out Transitional Housing Program Agreement with A Community of Friends will be funded by Department of Children and Family Services - Independent Living Program in the amount of $134,000.

* *The Revenue Subcontract Agreement reimburses DMH $102,000 for the provision of mental health services to homeless dually diagnosed adults.

N/A = Not applicable

CONTRACTOR:

A COMMUNITY OF FRIENDS

Business Address:
3345 Wilshire Blvd., Suite #1000

Los Angeles, CA 90010

Supervisorial District 2

Contract Number

N/A
Reference Number

TRANSITIONAL HOUSING SERVICES AGREEMENT

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Mental Health Service Area(s) ___**ALL**___ Countywide ___

K: S___ U_**X**__

PO: A___ C___ F___ H_**X**_M___

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B	FEE SCHEDULE
C	CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
D	CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
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G	CHARITABLE CONTRIBUTIONS CERTIFICATION

TRANSITIONAL HOUSING SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, _____ by and between the County of Los Angeles (hereafter "County"), and

A COMMUNITY OF FRIENDS

(hereafter "Contractor")

Business Address:

3345 Wilshire Blvd., Suite #1000

Los Angeles, CA 90010

WHEREAS, County desires to obtain transitional housing services for mentally disabled emancipated young adults from Contractor as described in this Agreement; and

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this Agreement; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

WHEREAS, the services to be performed hereunder are of a professional or technical nature and are of a temporary nature; and

WHEREAS, the following terms, as used in this Agreement, shall have the following meanings:

A. "Day(s)" means calendar day(s) unless otherwise specified;

B. "Director" means County's Director of Mental Health or her authorized designee;

C. "DMH" means County's Department of Mental Health;

D. "State" means the State of California; and

WHEREAS, this Agreement is authorized by California Welfare and Institutions Code Section 5600 et seq., California Government Code Sections 23004, 26227 and 53703, and otherwise.

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

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

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

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

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

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

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

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining

service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.

- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

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

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

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

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on _____ and shall continue in full force and effect through _____.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically

renewed without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than thirty days prior to the end of the Initial Period.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on **July 1, 20__** and shall continue in full force and effect through **June 30, 20__**.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on **July 1, 20__** and shall continue in full force and effect through **June 30, 20__**.

(3) Third Automatic Renewal Period: If this Agreement is automatically renewed, the Third Automatic Renewal Period shall commence on **July 1, 20__** and shall continue in full force and effect through **June 30, 20__**.

C. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 55 (NOTICES).

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

3. DESCRIPTION OF SERVICES: Contractor shall provide transitional housing and supportive services as set forth in Exhibit A (Statement of Work).

4. REIMBURSEMENT:

A. County shall reimburse Contractor for all operational expenses as described in Exhibit B. Operational expenses include, but are not limited to utilities, insurance, property management and property maintenance, food, personal and incidental items and household goods, such as bed linens, towels, kitchen supplies, etc. as described in Exhibit B.

B. The Maximum Contract Amount for FY 2006-2007 of this Agreement shall not exceed _____ DOLLARS ($_____). In no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder, nor shall Contractor's total billings exceed this amount. In no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder, nor shall Contractor's total billings exceed this amount. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 55 (NOTICES).

C. The Maximum Contract Amount for FY 2007-2008 of this Agreement shall not exceed _____ DOLLARS ($_____). In no event shall County pay Contractor more than this

Maximum Contract Amount for Contractor's performance hereunder, nor shall Contractor's total billings exceed this amount. In no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder, nor shall Contractor's total billings exceed this amount. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 55 (NOTICES).

D. The Maximum Contract Amount for FY 2008-2009 of this Agreement shall not exceed _____ DOLLARS ($_____). In no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder, nor shall Contractor's total billings exceed this amount. In no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder, nor shall Contractor's total billings exceed this amount. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 55 (NOTICES).

5. PAYMENT: County shall reimburse Contractor on an allowable expenses basis, monthly in arrears, for services eligible for reimbursement as described in Exhibit B. Contractor shall submit for payment a monthly billing to County and payment shall be subject to the following:

A. Each billing shall be submitted to DMH, Homeless and Housing Services Division, 3160 West Sixth Street, 3rd Floor, Los Angeles, California 90020.

B. Total billings shall not exceed _____ DOLLARS ($_____) for FY 2006-2007.

C. Total billings shall not exceed _____ DOLLARS ($_____) for FY 2007-2008.

D. Total billings shall not exceed _____ DOLLARS ($_____) for FY 2008-2009.

E. If billings are not submitted as required by County, then payment shall be withheld until County is in receipt of complete and correct billings.

F. No Payment for Services Provided Following Expiration/Termination of Contract: In no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder, nor shall Contractor's total billings exceed this amount. Furthermore, Contractor shall inform County when up to seventy-five percent (75%) of the Maximum Contract Amount has been incurred. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 55 (NOTICES).

6. LIMITATION OF COUNTY'S OBLIGATION DUE TO NONAPPROPRIATION 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 Paragraph 4 (REIMBURSEMENT), Subparagraphs B, C, or D of this Agreement, County shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

7. 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.

8. RECORDS AND AUDITS:

A. Contractor shall maintain accurate and complete financial records of its operations as they relate to the services provided under this Agreement in accordance with generally accepted accounting principles, and with all guidelines, standards, and procedures which may be provided by County to Contractor. Minimum standards for accounting principles are set forth in County's Auditor-Controller's Contract Accounting and Administration Handbook which shall be furnished to Contractor by County upon request. Contractor shall also maintain accurate and complete records of all services provided by all professional and other personnel and other records of all services provided hereunder in sufficient detail to permit an evaluation and audit of the services provided under this Agreement. All such records shall be maintained by Contractor at a location in Los Angeles County during the term of this Agreement and for five years thereafter. During such retention period, all such records shall be made available during County's normal business hours to representatives of County and/or State governments for purposes of inspection, program review, and/or audit. In the event any records are located outside Los Angeles County, then Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

B. In the event that any audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within thirty days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement.

C. Failure on the part of Contractor to comply with any of the terms of this Paragraph 8 shall

constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

9. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then, the difference shall be: (1) repaid by Contractor to County by cash payment upon demand and/or (2) at the sole discretion of Director, deducted from any amounts due by County to Contractor, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment, provided that in no event shall County's Maximum Contract Amount, as set forth in Paragraph 4 (Reimbursement), be exceeded.

10. NOTICE OF DELAYS: Whenever County or Contractor has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, such party shall, within three business days, give notice thereof, including all relevant information with respect thereto, to the other party.

11. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS ($10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

12. REPORTS:

A. Contractor shall make reports as required by Director or State regarding Contractor's activities and operation as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least thirty days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

B. Income Tax Withholding:

(1) If Contractor has not had a DMH contract in effect for at least the last three

consecutive years, Contractor shall submit to DMH's Contracts Development and Administration Division the following reports showing timely payment of employees' Federal and State income tax withholding. Further, Contractor shall provide these reports to DMH whenever requested by Director. These reports shall include, but are not limited to:

(a) Within ten days of filing with the Federal or State government, a copy of Contractor's Federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).

(b) Within ten days of each payment, a copy of a receipt for, or other proof of payment of, each employee's Federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

(2) Required submission of above quarterly and monthly reports by Contractor may be waived or discontinued by Director in writing based on Contractor's demonstration of prompt and appropriate payment of all its obligations. This Subparagraph B shall not apply to governmental agencies.

13. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Paragraph 13.

D. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

E. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 14 when so requested by Director.

F. Contractor shall comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 (29 United States Code Section 794). Policy and procedure guidelines for such compliance are available to Contractor from the DMH's Personnel Division.

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

H. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of this Paragraph 14, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

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

15. INDEMNIFICATION AND INSURANCE:

A. Indemnification: Contractor agrees to indemnify, defend, and hold harmless County and its Special Districts, elected and appointed officers, employees, and agents (County) from and against any and all liability and expense, including defense costs and legal fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to Contractor's operations or its services, which result from bodily injury, death, personal injury, or property damage (including damage to Contractor's property). Contractor shall not be obligated to indemnify for liability and expense arising from the active negligence of the County.

B. Insurance: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to County and primary to and not contributing with any other insurance maintained by County. Certificates or other evidence of coverage and certified copy(ies) of additional insured endorsements shall be delivered to Department of Mental Health, Attention: Chief, Contracts Development and Administration Division prior to commencing services under this Agreement, shall specifically identify this Agreement, and shall contain express conditions that County is to be given written notice by registered mail at least thirty (30) days in advance of any modification or termination of insurance.

Failure by Contractor to procure and maintain the required insurance shall constitute a material

breach of contract upon which County may immediately terminate or suspend this Agreement.

(1) Liability: Such insurance shall be endorsed naming the County of Los Angeles as an additional insured and shall include, but not be limited to:

(a) General Liability: General liability insurance written on a commercial general liability policy Form CG 00 01 or its equivalent covering the hazards of premises/operations, contractual, independent contractors, advertising, products completed operations, broad form property damage, and personal injury with a combined single limit of not less than ONE MILLION DOLLARS ($1,000,000) per occurrence and TWO MILLION DOLLARS ($2,000,000) aggregate with no exclusions.

(b) Business Automobile Liability: Form CA 00 01 or its equivalent, endorsed for all owned, non-owned and hired vehicles (involved in the provision of services under this Agreement) and non-owned automobile hazards with a combined single limit of ONE MILLION DOLLARS ($1,000,000) per occurrence.

(2) Professional Liability: (ERRORS & OMISSIONS) Insurance covering professional services which includes any service requiring State licensing as a professional or requiring in-depth, specialized knowledge not available to a member of the general public such as physicians, psychologists, drug counselors, attorneys, accountants, computer programmers, architects, engineers and surveyors with a limit of ONE MILLION DOLLARS ($1,000,000) per occurrence, TWO MILLION DOLLARS ($2,000,000) aggregate with no exclusions. The policy should be on a claims made form and shall be required to provide an extended two-year reporting period commencing upon termination of said Agreement. (Limits required for obstetricians, gynecologists, and surgeons should be a least TWO MILLION DOLLARS ($2,000,000) per occurrence, THREE MILLION DOLLARS ($3,000,000) aggregate.)

(3) Workers' Compensation: With statutory limits and employers' liability insurance with limits of not less than ONE MILLION DOLLARS ($1,000,000) per accident, ONE MILLION DOLLARS ($1,000,000) per employee for disease and ONE MILLION DOLLARS ($1,000,000) aggregate policy limit for all diseases.

16. WARRANTY AGAINST CONTINGENT FEES:

A. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business.

B. For breach or violation of this warranty, County shall have the right to immediately terminate this Agreement and, in its sole discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

17. CONFLICT OF INTEREST:

A. No County employee whose position in County enables such employee to influence the

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

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

18. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

19. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

D. Contractor shall provide to County an executed Contractor Employee Acknowledgement

of Employer (Exhibit D) for each of its employees performing services under this Agreement. Such Acknowledgements shall be delivered to DMH's Contracts Development and Administration Division on or immediately after the commencement date of this Agreement, but in no event later than date any such employee first performs services under this Agreement.

20. 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.

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

22. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

A. Contractor shall not assign its rights or delegate its duties under the 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 the Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under the 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 the 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 the Agreement which may result in the termination of the Agreement. In the event of

such termination, County shall be entitles to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

23. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 23. 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 subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

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

(5) A copy of the proposed subcontract that 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 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 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 request on a case-by-case basis.

D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any subcontractor, including any officers,

employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

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

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

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of 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 23 or a blanket consent to any further subcontracting.

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

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 24,

on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

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

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

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 23, including, but not limited to, consenting to any subcontracting.

24. 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.

25. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, 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, 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.

26. THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

27. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATION, AND CERTIFICATES: Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditation, and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform

services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditation, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

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

29. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 29 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

30. TERMINATION FOR DEFAULT:

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

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

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

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

C. The rights and remedies of County provided in this Paragraph 31 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

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

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

34. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Summary or Service Exhibit(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

35. ENTIRE AGREEMENT: The body of this Agreement; and Exhibits A through H, attached hereto and incorporated herein by reference; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of

any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents 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 (California Department of Social Services Regulations).
6. Exhibit F (Safely Surrendered Baby Law).
7. Exhibit G (Attestation Regarding Federally Funded Program).
8. Exhibit H (Charitable Contributions Certification).

36. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

37. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

38. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its treatment services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded by the County of Los Angeles. Contractor shall not distribute any such announcements and literature without the prior written consent of the Director. Director shall have the sole and absolute right to grant or deny such consent.

39. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor 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.

40. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

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

42. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles 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.

43. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 44.

44. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 30 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

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

46. 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.

47. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

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

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

G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

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

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

48. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTION (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

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

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

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

Permissive exclusions may be based on: (1) conviction of a misdemeanor related to fraud or financial misconduct involving a government program; (2) obstructing an investigation; (3) failing to provide access to documents or premises as required by federal health care program officials; (4) conviction of a misdemeanor related to controlled substances; (5) failing to disclose information about the entity itself, its subcontractors or its significant business transactions; (6) loss of a state license to practice a health care profession; (7) default on a student loan given in connection with education in a health profession; (8) charging excessive amounts to a Federally funded health care program or furnishing services of poor quality or which are substantially in excess of the needs of the patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons controlling or managing excluded entities who knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded. Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in Exhibit **G** as part of its obligation under this Paragraph 49.

Failure by Contractor to meet the requirements of this Paragraph 49 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

50. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: 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 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations 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 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.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Disclose" or "Disclosure" means, 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.

1.2 "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.

1.3 "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.

1.4 "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).

1.5 "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, whether oral or recorded in any form or medium, 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.

1.6 "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.

1.7 "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.

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

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

1.10 Terms used, but not otherwise defined in this Paragraph 51 shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 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.

2.2 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 Paragraph. 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.

(b) effective as of April 20, 2005, specifically as to Electronic 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.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees,

representatives, agents or subcontractors but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, CA 90012

2.4 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 Paragraph 50.

2.5 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.

2.6 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.

2.7 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.

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 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 2.8, 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 2.8 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.

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 Paragraph 50 shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 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 Paragraph, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within

the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph 50 and cure is not possible; or

(c) If neither termination nor cure is feasible, Covered Entity shall 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 it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this 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 Paragraph 50 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 Paragraph 50.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 50 is contrary to another provision of this Agreement, the provision of this Paragraph 50 shall control. Otherwise, this Paragraph 50 shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 50 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 Paragraph 50 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

Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

51. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B Written Employee Jury Service Policy:

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

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

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

and/or that Contractor continues to qualify for an exception to the Program.

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

52. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit **F** of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

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

55. 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.

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

To Contractor:	A Community of Friends
	3345 Wilshire Blvd., Suite 1000
	Los Angeles, CA 90010
Attention:	Dora Gallo
	Chief Executive Office
To County:	Department of Mental Health
	Contracts Development and Administration Division
	550 South Vermont Avenue, 5th Floor
	Los Angeles, CA 90020
Attention:	Richard Kushi
	Chief

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and 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

A COMMUNITY OF FRIENDS
CONTRACTOR

By _____

Name Dora Gallo

Title Chief Executive Office
(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

AW/ACOFTransHousing.doc/05-06

EXHIBIT A

STATEMENT OF WORK

Exhibit A

STATEMENT OF WORK

A COMMUNITY OF FRIENDS
STEP OUT PROJECT

TRANSITIONAL HOUSING PROGRAM

The Transitional Housing Program (THP) will serve twenty young adults (18 to 21 years of age) with mental disabilities that are emancipating from the Department of Children and Family Services' foster care system. The Department of Mental Health (DMH) will enter into a contractual agreement with A Community of Friends (ACOF) to provide transitional housing and supportive services at an apartment complex located at 2010 E. El Segundo Blvd, Compton, CA 90222 in the unincorporated Los Angeles area of Willowbrook in Service Area 6. ACOF will make available eleven two-bedroom furnished units to house the twenty participants and one resident manager. The goal of THP is to assist these high-risk young adults in obtaining and remaining in permanent housing; increasing their living skills and income level; and achieving greater independence.

SERVICES:

ACOF will provide transitional housing and supportive services to THP participants. ACOF staff will work in collaboration with DMH community providers to ensure that THP participants have the necessary resources to achieve permanent housing and greater self-sufficiency.

Costs eligible for reimbursement under this Agreement include:

- Operating costs of the facility, including but not limited to, utilities, insurance, property management and property maintenance up to $99,000 annually, or for a partial fiscal year, a pro-rated portion thereof.

- Client expenses for food, personal and incidental items up to $48,000 annually, or for a partial fiscal year, a pro-rated portion thereof.

- Household costs for items such as bed linens, towels, kitchen supplies, etc. up to $14,000 annually, or for a partial fiscal year, a pro-rated portion thereof.

EXHIBIT B

FEE SCHEDULE

FEE SCHEDULE

A COMMUNITY OF FRIENDS
STEP OUT PROJECT

TRANSITIONAL HOUSING PROGRAM

A Community of Friends (ACOF) shall on the last day of each month complete the Monthly Claim for Cost Reimbursement form (Attachment I) indicating the categories of expenses and the amount spent. All claims are to be submitted by ACOF to the Department of Mental Health (DMH) within sixty (60) days from the month of the expenditure occurrence.

The Reimbursement form(s) shall be submitted to:

County of Los Angeles - Department of Mental Health
3160 West Sixth Street, 3rd Floor
Los Angeles, CA 90020
ATTN: Homeless and Housing Division

The DMH Homeless and Housing Division Program Manger will review monthly invoices and sign to affirm that expenditures are eligible as outlined in the Statement of Work. Approved forms will be forwarded to the DMH Provider Reimbursement Unit for payment.

DMH shall process all completed requests for operational reimbursement on a monthly basis. The judgment of DMH as to the allowability of any expenditure shall be final.

DMH has allocated ACOF a specified amount of funding _____ for operational expenditures for the Program. DMH Accounting Division will generate monthly reconciliation reports to track expenditures relative to the annual allocation. The County shall not be liable for reimbursement of any expenses hereunder in the event that the Contractor exceeds its allocation or violates the terms and conditions outlined in the Statement of Work or the Transitional Housing Services Agreement.

EXHIBIT C

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT

CONTRACTOR _____

CONTRACT NUMBER **DMH-**_____

CONTRACTOR ACKNOWLEDGEMENT:

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

CONFIDENTIALITY AGREEMENT:

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

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

EXHIBIT C

CONTRACTOR ACKNOWLEDGEMENT

AND CONFIDENTIALITY AGREEMENT
(Continued)

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

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

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

NAME: _____ DATE: _____
(Signature)

NAME: _____
(Please print)

POSITION: CONTRACTOR

Revised: 5/8/06

EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____

CONTRACT NUMBER **DMH-** _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT:

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

EMPLOYEE CONFIDENTIALITY AGREEMENT:

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

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

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

EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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

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

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

BY: _____ DATE: _____
(Employee Signature)

NAME: _____
(Please Print)

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

Revised (5/8/06)

EXHIBIT E

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

In Los Angeles County:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.

Sin culpa.

Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta iniciativa tambien esta apoyada por First 5 LA y INFO LINE de Los Angeles

¿Qué es la Ley de Entrega de Bebés Sin Peligro?
La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?
No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?
El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT F

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Transitional Housing Services Agreement's Paragraph 49 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

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

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

- Any event that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federally funded health care programs, or
- Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federally funded healthcare program payment may be made.

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

EXHIBIT G

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____

Company Name

_____

Address

_____

Internal Revenue Service Employer Identification Number

_____

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____

Signature Date

_____

Name and Title of Signer (please print)

Contract No. _____

SUBCONTRACT AGREEMENT FOR THE SUPPORTIVE HOUSING PROGRAM FOR THE SANTA MONICA DUALLY DIAGNOSED PROJECT

THIS SUBCONTRACT AGREEMENT is made and entered into this ___ day of _____, 2006___, by and between the **Venice Family Clinic (lead agency)**, located at 604 Rose Avenue, Venice, CA 90291 (hereinafter "CONTRACTOR"), and **Edmund D. Edelman Westside Mental Health Center, County of Los Angeles Department of Mental Health** (hereinafter "SUBCONTRACTOR"), located at 11080 West Olympic Boulevard, Los Angeles, CA 90064.

WHEREAS, CONTRACTOR has entered into an Agreement with the U.S. Department of Housing and Urban Development (hereinafter "HUD") to provide outreach, case management, mental health, and medical services to homeless dually diagnosed adults.

WHEREAS, in order to fulfill its obligations under the HUD contract, CONTRACTOR desires to engage SUBCONTRACTOR to provide mental health services to homeless dually diagnosed adults.

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the terms and conditions of this Subcontract Agreement.

NOW, THEREFORE, CONTRACTOR and SUBCONTRACTOR agree as follows:

PREAMBLE

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

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

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

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

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

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

- ✔ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✔ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✔ There is no "wrong door": wherever a family enters the system is the right place.
- ✔ Families receive services tailored to their unique situations and needs.
- ✔ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✔ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✔ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✔ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✔ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✔ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✔ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community will continue to work together to develop

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

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

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

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

1.0 PRIME CONTRACT

This is a Subcontract Agreement under the terms and conditions of the Venice Family Clinic's Prime Contract with HUD and shall be subject to all of the provisions of such Prime Contract. SUBCONTRACTOR hereby acknowledges receipt of a copy of said Prime Contract, which is attached hereto and incorporated herein as Exhibit A.

2.0 CONTRACT ADMINISTRATION

The Chief Executive Officer of CONTRACTOR, or designee, shall have full authority to administer this Subcontract Agreement consistent with the terms and provisions of the HUD contract.

3.0 TERM OF SUBCONTRACT AGREEMENT

The term of this Subcontract Agreement shall commence on July 1, 2006 and expire on June 30, 2007, unless terminated earlier pursuant to any of the conditions for termination in the Prime Contract or by mutual agreement.

3.1 VOLUNTARY TERMINATION OF CONTRACT

Either party may, without cause, terminate this contract by giving at least thirty days prior written notice to the other party. The terminating party must provide the other party with written notice, personally delivered or transmitted by U.S. Postal Service Registered or Certified Mail in accordance with Subparagraph 14.4.

4.0 SERVICES AND REIMBURSEMENT

4.1 SUBCONTRACTOR shall provide mental health services, as generally described in this Subparagraph 4.1, to clients at the rates established in EXHIBIT 1.

4.1.1 Mental Health Services - Services are interventions designed to provide the maximum reduction of mental disability and restoration or maintenance of functioning consistent with the requirements for learning, development, independent living and enhanced self-sufficiency. Services shall be directed toward achieving the client's goals/desired results/personal milestones. Services shall include, but are not limited to, assessment, evaluation, collateral, therapy (individual, group, family), and rehabilitation services.

4.1.2 Medication Support Services - Services shall include prescribing, administering, dispensing and monitoring of psychiatric medications necessary to alleviate the symptoms of mental illness, which are provided by a staff person within the scope of practice of his/her profession.

4.1.3 Crisis Intervention Services - Services consist of a quick, emergency response enabling a client to cope with a crisis, while maintaining his/her status as a

functioning community member to the greatest extent possible. Services are limited to stabilization of the presenting emergency.

4.1.4 Case Management/Brokerage Services - Services shall be provided to access medical, educational, social, pre-vocational, rehabilitative, or other needed community services for eligible clients. These services provide for the continuity of care within the mental health system and related social service systems. Services shall include linkage and consultation, placement and plan development.

4.1.5 Outreach Services - Services are delivered in the community-at-large to special population groups, human services agencies, and individuals and families who are not usually clients of the mental health system. The intent of these services is to enhance the mental health of the general population, prevent the onset of mental health problems in individuals and communities, and assist those persons experiencing stress who are not reached by traditional mental health treatment services to obtain a more adaptive level of functioning. Outreach services are either community-related (Mental Health Promotion Services) or client-related (Community Client Services).

4.2 SUBCONTRACTOR shall prescribe, administer and dispense medication, as described in Subparagraph 4.1.2, to the population served under this Subcontract Agreement at no cost to the CONTRACTOR.

4.3 SUBCONTRACTOR shall bill CONTRACTOR for services rendered to homeless dually diagnosed adults.

4.4 SUBCONTRACTOR's rates, as set forth in Exhibit I, shall be adjusted to the Board of Supervisors' approved rates for Fiscal Year 2004-2005 in accordance with Subparagraph 14.1.

4.5 The maximum obligation of CONTRACTOR to SUBCONTRACTOR under this Subcontract Agreement may not exceed _____ for Fiscal Year 2006-2007 (July 1 through June 30). This amount may be adjusted by CONTRACTOR by an amendment in accordance with the disbursement of Federal funds and with Subparagraph 14.1.

5.0 BILLING

SUBCONTRACTOR shall bill CONTRACTOR quarterly for mental health services provided under this Subcontract Agreement. SUBCONTRACTOR's billing shall include mental health services described in this Subcontract Agreement and reported in the DMH's Management Information System (MIS). For each fiscal year of the term of this Subcontract Agreement, SUBCONTRACTOR's final billing for mental health services shall be based upon services reported in the thirteenth month run of MIS.

6.0 PAYMENT

CONTRACTOR shall reimburse SUBCONTRACTOR for services provided under this Subcontract Agreement within 45 days from the date on SUBCONTRACTOR's invoice.

Venice Family Clinic
604 Rose Avenue
Venice, CA 90291

Attention: Elizabeth Benson Forer, MSW, MPH
Executive Director

prior to commencing services under this Subcontract Agreement; shall specifically identify this Subcontract Agreement; and shall contain express conditions that CONTRACTOR is to be given written notice by registered mail at least thirty days in advance of any modification or termination of insurance.

Failure by SUBCONTRACTOR to procure and maintain the required insurance shall constitute a material breach of the Subcontract Agreement upon which CONTRACTOR may immediately terminate or suspend this Subcontract Agreement.

8.2.1 Liability: Such insurance shall be endorsed naming the CONTRACTOR as additional insured and shall include, but not be limited to:

(a) General Liability: General liability insurance (written on ISO policy form CG 00 01 or its equivalent) limits of not less than the following:

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

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

8.2.2 Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of SUBCONTRACTOR, its officers, employees, or agents, with limits of not less than $1 million per occurrence and $3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of the Subcontract Agreement.

8.2.3 Workers' Compensation and Employers' Liability: Workers' compensation insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other State, and for which SUBCONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

7.0 RECORDS AND AUDITS

7.1 SUBCONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Subcontract Agreement in accordance with generally accepted accounting principles. SUBCONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Subcontract Agreement. SUBCONTRACTOR agrees that CONTRACTOR, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Subcontract Agreement. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by SUBCONTRACTOR and shall be made available to CONTRACTOR during the term of this Subcontract Agreement and for a period of seven years thereafter unless written permission of both CONTRACTOR is given to dispose of any such material prior to such time. All such material shall be maintained by SUBCONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at CONTRACTOR's option, SUBCONTRACTOR shall pay all travel, per diem, and other costs incurred by CONTRACTOR to examine, audit, excerpt, copy or transcribe such material at such other location.

7.2 In the event that an audit is conducted specifically regarding this Subcontract Agreement by any Federal or State auditor, or by any auditor or accountant employed by SUBCONTRACTOR or otherwise, then SUBCONTRACTOR shall file a copy of such audit report with CONTRACTOR within thirty days of SUBCONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Subcontract Agreement. CONTRACTOR shall make a reasonable effort to maintain the confidentiality of such audit report(s).

7.3 Failure on the part of SUBCONTRACTOR to comply with the provisions outlined hereunder shall constitute a material breach of this Subcontract Agreement upon which CONTRACTOR may terminate or suspend this Subcontract Agreement.

8.0 INDEMNIFICATION AND INSURANCE

8.1 Indemnification: SUBCONTRACTOR shall indemnify, defend and hold harmless CONTRACTOR and its elected and appointed officers, employees, and agents, from and against any and all liability or expense, including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with claims for damages or workers' compensation benefits relating to SUBCONTRACTOR's acts and/or omissions arising from and/or relating to this Subcontract Agreement.

8.2 Insurance: Without limiting SUBCONTRACTOR's indemnification of CONTRACTOR and during the term of this Subcontract Agreement, SUBCONTRACTOR shall provide and maintain at its own expense the programs of insurance specified in this Subcontract Agreement or self-insurance at SUBCONTRACTOR's option. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by CONTRACTOR. Certificates or other evidence of coverage shall be delivered to:

Each Accident:	$1 million
Disease-policy limit:	$1 million
Disease-each employee:	$1 million

9.0 COMPLIANCE WITH CIVIL RIGHTS LAWS

CONTRACTOR agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1973, where applicable, and Title 43, Part 17 of the Code of Federal Regulations Subparts A and B.

10.0 NONDISCRIMINATION AND AFFIRMATIVE ACTION

10.1 SUBCONTRACTOR certifies that all persons employed by it, its affiliates, subsidiaries or holding companies as required by law are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age or physical or mental handicap, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

10.2 SUBCONTRACTOR shall certify to, and comply with, the provisions of CONTRACTOR'S EEO Certification.

10.3 SUBCONTRACTOR shall take affirmative action, as required by law and shall not discriminate against applicants and employees upon the basis of race, religion, national origin, ancestry, sex, age, physical or mental handicap or medical conditions. Such action may include, as required by law, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, compensation, and selection of persons for training, including apprenticeship.

10.4 SUBCONTRACTOR certifies that it will deal with its subcontractors, bidders or vendors without regard to or because of race, religion, national origin, ancestry, sex, age, physical or mental handicap, or medical conditions.

10.5 SUBCONTRACTOR certifies that in the performance of this Subcontract Agreement, its affiliates, subsidiaries or holding companies, will comply with all applicable Federal and State laws and regulations, which prohibit discrimination on the grounds of race, religion, national origin, ancestry, sex, age, physical or mental handicap, or medical conditions, and will not refuse to provide treatment to any person upon these grounds.

10.6 If CONTRACTOR finds that any of the provisions of this Paragraph 10.0 have been violated, such violation shall constitute a material breach of this Subcontract Agreement upon which CONTRACTOR may terminate or suspend this Subcontract Agreement. While CONTRACTOR reserves the right to determine independently that the anti-discrimination provisions of this Subcontract Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that SUBCONTRACTOR has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by CONTRACTOR that SUBCONTRACTOR has violated the anti-discrimination provisions or this Subcontract Agreement.

11.0 INDEPENDENT STATUS OF CONTRACTOR/SUBCONTRACTOR

11.1 The employees and agents of the CONTRACTOR shall not be, or be construed to be, the employees or agents of the other party or of the COUNTY for any purpose whatsoever.

11.2 SUBCONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Subcontract Agreement all compensation and benefits. CONTRACTOR shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of SUBCONTRACTOR.

11.3 CONTRACTOR understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of SUBCONTRACTOR. SUBCONTRACTOR shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of SUBCONTRACTOR pursuant to this Subcontract Agreement.

12.0 EMPLOYMENT ELIGIBILITY VERIFICATION

SUBCONTRACTOR agrees to comply with all Federal statutes and regulations requiring the verification of citizenship and alien status of applicant and employees who will perform under this Subcontract Agreement. SUBCONTRACTOR shall retain documentary evidence of citizenship and alien status as prescribed by law. SUBCONTRACTOR shall indemnify, defend and hold harmless CONTRACTOR, their officers and employees from and against any employer sanctions and any other liability which may be assessed against SUBCONTRACTOR, CONTRACTOR in connection with any violation of this Section by the SUBCONTRACTOR.

13.0 GOVERNING LAW, JURISDICTION AND VENUE

This Subcontract Agreement shall be governed by, and construed in accordance with, the laws of the State of California. CONTRACTOR and SUBCONTRACTOR agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Subcontract Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California.

14.0 GENERAL PROVISIONS

14.1 This Subcontract Agreement may only be amended by the written consent of the parties.

14.2 This Subcontract Agreement may not be assigned by either party without the consent of the other party, and any such attempted assignment shall be void.

14.3 In the event of litigation in any court, including courts of bankruptcy and courts of appeal to enforce this Subcontract Agreement, the prevailing party shall be entitled to reasonable attorney fees, expenses of litigation and court costs.

14.4 All notices and other written communications hereunder shall be deemed given when delivered by either party to the other at the address set forth on Page 1 of this Subcontract Agreement, or such other address as a party shall from time to time provide in writing to the other party. Whenever notice is required hereunder, it shall be deemed given when personally delivered, or three days after deposit in the United States mail, postage prepaid, return receipt requested, addressed as provided in this Section.

14.5 This Subcontract Agreement contains the entire understanding between the parties concerning the subject matter of the Subcontract Agreement. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties, relating to the subject matter of this Subcontract Agreement, which are not fully set forth herein.

15.0 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR:

VENICE FAMILY CLINIC

_____
Elizabeth Benson Forer, MSW, MPH
Executive Director

SUBCONTRACTOR:

COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH

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

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

REVENUE SUBCONTRACT AGREEMENT
EXHIBIT 1

FY 2006-2007

SUBCONTRACTOR: COUNTY OF LOS ANGELES
DEPARTMENT OF MENTAL HEALTH
Edmund D. Edelman
Westside Mental Health Center

PERIOD: July 1, 2006 through June 30, 2007

MODE CATEGORY	SFC	DESCRIPTION	SERVICE UNIT	RATE
15	01-09	Targeted Case Management	Minute	$ 1.95
15	10-19/30-59	Mental Health Services	Minute	$ 2.49
15	60-69	Medication Support Services	Minute	$ 4.80
15	70-79	Crisis Intervention	Minute	$ 3.87
45	10-19	Outreach Services-Mental Health Promotion	Staff Hour	$ 204.30
45	20-29	Outreach Services-Community Client Services	Staff Hour	$ 188.57

ATTACHMENT F-1b

CONTRACTOR:
White Memorial Medical Center

DMH-
Contract Number

Provider Number(s)

Business Address:

Reference Number
N/A
Legal Entity Number

Supervisorial District(s) _____

MENTAL HEALTH SERVICES AGREEMENT
CONTRACT RATE - ACUTE PSYCHIATRIC INTENSIVE
INPATIENT HOSPITAL SERVICES

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Mental Health Service Area(s) _____ Countywide _____
K: S_____ U____X_____

PO: ASOC _X_ CSOC_____ CRITICAL CARE_____

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CONTRACT NO. _____

MENTAL HEALTH SERVICES AGREEMENT

CONTRACT RATE - ACUTE PSYCHIATRIC INTENSIVE

INPATIENT HOSPITAL SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20 __, by and between the County of Los Angeles (hereafter "County"), and _____

_____

_____

(hereafter "Contractor")

Business Address:

_____

_____

_____

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

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this Agreement; and

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

WHEREAS, these services shall be provided by Contractor in accordance with all applicable Federal, State and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, California Welfare and Institutions Code Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5716, 5719, 5721, 5722, and 5751.2; including, but not limited to, Section 14132.44; California Welfare and Institutions Code Section 17601 et seq.; California Government Code Sections 26227 and 53703; 42 United States Code Section 1396 et seq.; California Penal Code Section 11164 et seq.; Title 9 and Title 22, including,

but not limited to, Section 51516, of the California Code of Regulations; policies and procedures developed by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of Policy Letters issued by State Department of Mental Health; policies and procedures including specific procedures relating to contract compliance for Treatment for Authorization Request approvals developed by County; and

WHEREAS, the following terms, as used in this Agreement, shall have the following meanings:

A. "CCR" means the California Code of Regulations;

B. "CGF" means County General Funds;

C. "Day(s)" means calendar day(s) unless otherwise specified;

D. "Director" means County's Director of Mental Health or his authorized designee;

E. "DMH" means County's Department of Mental Health;

F. "Fiscal Year" means County's Fiscal Year which commences July 1 and ends the following June 30;

G. "IS" means DMH's Information System;

H. "Contract Rate" or "CR" means the total amount of reimbursement, including all revenue, interest and return, which is allowable for delivery of a day of service as defined by Director or his Authorized designee and which is shown on the Financial Exhibit(s). A Contract Rate is the gross rate of reimbursement, which has been negotiated between Contractor and County for Contractor's delivery of a day of service of Acute Psychiatric Inpatient Hospital Services. The Contract Rate is an all inclusive rate that includes, but is not limited to, the cost of all physician services, psychologist services and psychiatric treatment rendered to Clients and the cost of transportation services for providing Acute Psychiatric Inpatient Hospital Services;

I. "SDHS" means State's Department of Health Services;

J. "SDMH" means State's Department of Mental Health;

K. "State" means the State of California;

L. "UMDAP" means SDMH's Uniform Method of Determining Ability to Pay;

M. "WIC" means the California Welfare and Institutions Code; and

WHEREAS, this Agreement is authorized by WIC Section 5600 et seq., California Government Code Sections 23004, 26227 and 53703, and otherwise; and

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

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

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

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

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

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

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

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

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

satisfaction evaluation, and revenue maximization.

- ✔ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✔ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County's five outcomes for children and families: good health, 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 are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

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

Personal Service Delivery

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

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

Service Access

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

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services

- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

Service Environment

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

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

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

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on _____ and shall continue in full force and effect through _____.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than thirty days prior to the end of the Initial Period.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on _____ and shall continue in full force and effect through _____.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on _____ and shall continue in full force and effect through _____.

C. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and

addresses which are set forth in Paragraph 60 (NOTICES).

D. Termination:

(1) This Agreement may be terminated by either party at any time without cause by giving at least thirty days prior written notice to the other party.

(2) This Agreement may be terminated by County immediately:

(a) If County determines that:

i. Any Federal, State, and/or County funds are not available for this Agreement or any portion thereof; or

ii. Contractor has failed to initiate delivery of services within days of the commencement date of this Agreement; or

iii. Contractor has failed to comply with any of the provisions of Paragraphs 15 (NONDISCRIMINATION IN SERVICES), 16 (NONDISCRIMINATION IN EMPLOYMENT), 18 (INDEMNIFICATION AND INSURANCE), 19 (WARRANTY AGAINST CONTINGENT FEES), 24 (DELEGATION AND ASSIGNMENT), 25 (SUBCONTRACTING), and/or 44 (CERTIFICATION OF DRUG-FREE WORK PLACE); or

(b) In accordance with Paragraphs 31 (TERMINATION FOR INSOLVENCY), 32 (TERMINATION FOR CONTRACTOR'S DEFAULT), 33 (TERMINATION FOR IMPROPER CONSIDERATION), and/or 45 (COUNTY LOBBYISTS).

(3) This Agreement shall terminate as of June 30 of the last Fiscal Year for which funds for this Agreement were appropriated by County as provided in Paragraph 5 (COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS).

(4) In the event that this Agreement is terminated, then:

(a) Contractor and County shall comply with the Termination Subsection of the Term Section of Contract Manual; and

(b) On or after the date of the written notice of termination, County, in its sole

discretion, may stop all payments to Contractor hereunder until preliminary settlement based on the Annual Cost Report; and

(c) If Contractor terminates this Agreement, all costs related to all transfers of patients/clients receiving services hereunder to other agencies as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way hereunder.

(5) Any termination of this Agreement by County shall be approved by County's Board of Supervisors.

E. Suspension of Payments: At the sole discretion of Director, payments to Contractor under this Agreement shall be suspended if Director determines that Contractor is in default under any of the provisions of this Agreement or if State fails to make prompt payment to County on County's claims to State.

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

3. DESCRIPTION OF SERVICES: Contractor shall provide mental health services in the form as described in the Financial Summary(ies) and Service Exhibit(s) and in the Program Description of Contract Package for this Agreement as approved in writing by Director, including any addenda thereto as approved in writing by Director. Services provided by Contractor shall be the same regardless of the patient's/client's ability to pay or source of payment.

If, during Contractor's provision of services under this Agreement, there is any substantial deviation from the services as described in Contract Package for this Agreement, as approved in writing by Director, including any addenda thereto as approved in writing by Director, then Contractor shall promptly notify Director.

4. FINANCIAL PROVISIONS:

A. General: This is a Contract Rate Agreement. County agrees to reimburse Contractor during the term of this Agreement for providing mental health services hereunder in accordance with WIC Sections 5704, 5705, 5707, 5709, 5710, 5714, 5716, 5717, 5718, 5719, 5720, 5721, 5723, and 14132.44;

CCR Titles 9 and 22; SDMH Policy Letters; DMH policies and procedures; and all other applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives. Reimbursement shall be at the Contract Rate(s), as mutually agreed upon between County and Contractor and as shown on the Financial Summary(ies) less all fees paid by or on behalf of patients/clients receiving services hereunder and all other revenue, to Contractor, as described in Subparagraph G (Payment).

B. Reimbursement For Initial Period: The Maximum Contract Amount for the Initial Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____ _____ DOLLARS ($_____) and shall consist of County, State, and/or Federal (excluding Medicare for partial hospitalization services) funds as shown on the applicable Financial Summary(ies). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Initial Period.

C. Reimbursement If Agreement Is Automatically Renewed:

(1) Reimbursement For First Automatic Renewal Period: The Maximum Contract Amount for the First Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____ _____DOLLARS ($_____) and shall consist of County, State, and/or Federal (excluding Medicare for partial hospitalization services) funds as shown on the applicable Financial Summary(ies). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the First Automatic Renewal Period.

(2) Reimbursement For Second Automatic Renewal Period: The Maximum Contract Amount for the Second Automatic Renewal Period of this Agreement as described in Paragraph 1 (TERM) shall not exceed _____ _____ DOLLARS ($_____) and shall consist of County, State, and/or Federal (excluding Medicare for partial hospitalization services) funds as shown on the applicable

Financial Summary(ies). Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder during the Second Automatic Renewal Period.

Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this contract. Upon occurrence of this event, Contractor shall send written notification to County at the address herein provided in Paragraph 60 (NOTICES).

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

Notwithstanding any other provision of this Agreement, Contractor shall be entitled to reimbursement for Psychiatric Inpatient Hospital Services: (1) if there is a Treatment Authorization Request for the particular Acute Psychiatric Inpatient Hospital Services or Administrative Day Services which has been submitted by Contractor to County as required by this Agreement and which has been approved by County; and (2) if the particular Acute Psychiatric Inpatient Hospital Services or Administrative Day Services provided pursuant to the County-approved Treatment Authorization Request are consistent with the County-approved Treatment Authorization Request and are appropriate for clinical reimbursement as determined by Director.

E. Government Funding Restrictions: This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State, including, but not limited to, those contained in State's Budget Act, which may in any way affect the provisions or funding of this Agreement. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

F. Patient/Client Eligibility, UMDAP Fees, Third Party Revenue, and Interest:

(1) Contractor shall comply with all County, State, and Federal requirements and procedures, as described in WIC Sections 5709, 5710 and 5721, relating to: (1) the determination and collection of patient/client fees for services hereunder based on UMDAP and DMH's Revenue Manual, (2) the eligibility of patients/clients for private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. Contractor shall vigorously pursue and report collection of all patient/client and other revenue.

(2) All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by Contractor only for the delivery of mental health services specified in this Agreement.

(3) Contractor may retain any interest and/or return funds paid by County to Contractor, provided that which may be received, earned or collected from any Contractor shall utilize all such interest and return only for the delivery of mental health services specified in this Agreement.

G. Billing Procedures As Conditions Precedent To Contractor's Eligibility For Reimbursement:

(1) As an express condition precedent to Contractor's eligibility for reimbursement under this Agreement, Contractor shall determine: (1) whether clients are indigent, (2) whether the Psychiatric Inpatient Hospital Services for which claim is made are covered, in whole or in part, under any other State or Federal medical care program or under any other contractual or legal entitlement, including, but not limited to, any private group indemnification or insurance program or workers' compensation, and (3) whether the Clients for whom claim is made have any Medi-Cal Share of Cost for the particular Psychiatric Inpatient Hospital Services. Notwithstanding any other provision of this Agreement, to the extent that any such third party coverage and/or Medi-Cal Share of Cost is available, Contractor's reimbursement shall be reduced.

(2) As a further express condition precedent to Contractor's eligibility for reimbursement under this Agreement, Contractor shall submit claims on the prescribed form(s) and with the appropriate allowable psychiatric accommodation codes to DMH for reimbursement for all Psychiatric

Inpatient Hospital Services rendered to Clients, either directly or through subcontractors as permitted under this Agreement, in accordance with all applicable requirements.

(3) Contractor shall claim a day of service of Acute Psychiatric Inpatient Hospital Services for each Client who occupies an inpatient psychiatric bed at 12:00 midnight in Contractor's facility(ies), based on the particular services provided at that time. Contractor shall claim a day of service for the Client for the day of admission and not the day of discharge; however, a day of service may be claimed if the Client is admitted and discharged during the same day, provided that such admission and discharge is not within twenty-four hours of a prior discharge.

H. Payment: Contractor shall submit to County, claims in the form and content specified by County. Each claim shall be submitted within fourteen days of the Client's discharge date. Contractor's claims to County shall be separately itemized by Client.

On the basis of the claims and after Director's review and approval of the claims, Contractor shall receive from County payment less all revenues equal to the claims submitted and approved for that month in accordance with County policies and procedures.

If a claim is not submitted as required by County, then payment may be withheld by County.

I. Withholding of Payment For Nonsubmission of IS and Other Information: County may withhold a maximum of ten percent of any monthly claim, if any IS data, or other information is not submitted by Contractor to County within the time limits of submission of this Agreement or if any IS data, or other information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement.

J. Annual Cost Reports:

(1) For each Fiscal Year or portion thereof that this Agreement is in effect, Contractor shall provide DMH with one copy of an accurate and complete Annual Cost Report in accordance with written guidelines provided to Contractor by Director.

(2) Within ten days after written notification by County to Contractor of any overpayment due by Contractor to County, Contractor shall notify County as to which of the following two

payment options Contractor requests be used as the method by which such amount shall be recovered by County. Any such amount shall be: (1) paid in one cash payment by Contractor to County or (2) paid by cash payment(s) by Contractor to County over a period not to exceed such sixty days. If Contractor does not so notify County within such ten days or if Contractor fails to make payment of any such amount to County as required, then the total amount, as determined by Director, shall be immediately due and payable.

K. County Audit Settlements: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit or review regarding the Psychiatric Inpatient Hospital Services provided hereunder and if such audit or review finds that the dollar liability of County and/or Federal governments for such services is less than the payments made by County to Contractor, then the difference shall be due by Contractor to County. Within thirty days after written notification by County to Contractor of any such difference due by Contractor to County, Contractor shall pay County by one cash payment.

L. Interest Charges on Delinquent Payments: If Contractor, without good cause as determined in the sole judgment of Director, fails to pay County any amount due to County under this Agreement within sixty days after the due date, as determined by Director, then Director, in her sole discretion and after written notice to Contractor, may assess interest charges at a rate equal to County's Pool Rate, as determined by County's Auditor-Controller, per day on the delinquent amount due commencing on the sixty-first day after the due date. The interest charges shall be paid by Contractor to County by cash payment upon demand.

M. Limitation of County's Obligation Due to Nonappropriation 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 Subparagraph B (Reimbursement For Initial Period) and Subparagraph C (Reimbursement If Agreement Is Automatically Renewed) of this Agreement, County

shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. County shall notify Contractor of any such changes in allocation of funds at the earliest possible date.

N. Contractor Requested Changes: If Contractor desires any change in the provisions of this Agreement, Contractor shall request in writing such change within the term of this Agreement.

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

(1) County's total payments to Contractor under this Agreement, for each Fiscal Year of the term of this Agreement, shall not exceed or shall not be reduced by more than ten percent of the applicable Maximum Contract Amount; and

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

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

(4) Approval of County Counsel and the Chief Administrative Officer is obtained prior to any such amendment to this Agreement; and

(5) County's Department of Mental Health Director shall notify County's Board of Supervisors and Chief Administrative Officer of all Agreement changes, in writing, within fifteen days following execution of any such amendment(s).

5. 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.

6. PRIOR AGREEMENT(S) SUPERSEDED:

A. Reference is made to the certain document(s) entitled:

TITLE	COUNTY AGREEMENT NUMBER	DATE OF EXECUTION
N/A	N/A	N/A

The parties agree that the provisions of such prior Agreement(s), and all Amendments thereto, shall be entirely superseded as of N/A, 200__, by the provisions of this Agreement.

B. The parties further agree that all payments made by County to Contractor under any such prior Agreement(s) for services rendered thereunder on and after N/A, 200__, shall be applied to and considered as payments made under this Agreement and shall be applied against all applicable Federal, State, and/or County funds provided hereunder.

C. Notwithstanding any other provision of this Agreement or the Agreement(s) described in Subparagraph A, the total reimbursement by County to Contractor under all these Agreements for Fiscal Year N/A shall not exceed N/A DOLLARS ($N/A).

7. STAFFING: Contractor shall operate throughout the term of this Agreement with staff, including, but not limited to, professional staff, as required by WIC and CCR. Such staff shall be qualified and shall possess all appropriate licenses in accordance with WIC Sections 5778 and all other applicable requirements of the California Business and Professions Code, WIC, CCR and State Policy Letters.

8. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program of treatment review and case conferences in which all its professional, para-professional, intern, student and clinical volunteer personnel shall participate. Contractor shall institute and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis

on the supervision of para-professionals, interns, students, and clinical volunteers. Contractor shall be responsible for the training of all appropriate staff on State and County policies and procedures as well as on any other matters that County may reasonably require.

9. PROGRAM SUPERVISION, MONITORING AND REVIEW: Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. Authorized County, State and/or Federal representatives shall have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable time.

10. RECORDS AND AUDITS:

A. Records:

(1) General:

(a) Contractor shall maintain books, records, documents and other evidence as well as accounting procedures and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement.

(b) Contractor shall maintain all the information described in Subparagraph (a) in accordance with generally accepted accounting principles.

(c) Contractor shall maintain medical records required by CCR Title 22, Sections 70747 through 70751, and other records relating to a Client's eligibility for services, the services rendered, the Client to whom the services were rendered, the date(s) of service, the medical necessity of the services, and the quality of the care provided. Records shall be maintained in accordance with CCR Title 22, Section 51476.

(d) In addition, Contractor shall comply with any additional record requirements described in the Service Exhibit(s) and shall adequately document the delivery of all services described in this Agreement.

(2) Client Records: Contractor shall maintain treatment and other records of all services in accordance with all applicable County, State and Federal requirements on each individual Client which shall include, but not be limited to, Client identification number, IS Client face sheet, all data

elements required by IS, consent for treatment form, initial evaluation form, treatment plan, progress notes and discharge summary.

All such records shall be maintained by Contractor for a minimum period of seven years following discharge of the Client or termination of services (except that the records of unemancipated minors shall be kept at least one year after such minor has reached the age of eighteen years and in any case not less than seven years), or until any litigation, claim, negotiation, County, State and/or Federal audit, and/or other action involving the records, is fully resolved, whichever is later. During such retention period, all such records shall be made available during County's normal business hours to authorized representatives of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

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

The entries in all financial records must be readily traceable to applicable source documentation (e.g., remittance invoices, vendor invoices, employee timecards signed by employee and countersigned by supervisor in ink, subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any apportionment of costs shall be made in accordance with the requirements of the Federal Health Care Financing Administration's Health Insurance Manual Volume 15 (HIM 15) and other guidelines, standards, and procedures which may be provided by County to Contractor.

All such records shall be maintained by Contractor for a minimum period of seven years following the expiration or termination of the Agreement, or until any litigation, claim, negotiation, County, State and/or Federal audit, and/or other action involving the records, is fully resolved, whichever is later.

During such retention period, all such records shall be made available during County's normal business hours to authorized representatives of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

(4) Preservation Of Records: If, following termination of this Agreement, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within seventy-two hours thereafter, Director of SDMH and Director shall be notified thereof by Contractor in writing of all arrangements made by Contractor for preservation of all the Client, financial, and other records referred in this Paragraph.

B. Audits:

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

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

(3) County, State and/or Federal governments may conduct onsite reviews and audits during normal working hours with at least 72-hour notice, except that unannounced onsite reviews and requests for information may be made in those exceptional situations where arrangement of an appointment is not possible or is inappropriate to the nature of the intended visit.

(4) Audit Reports: In the event that any audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within thirty days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement.

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

11. REPORTS:

A. Contractor shall make reports as required by Director or by State regarding Contractor's activities and operations as they relate to Contractor's performance of this Agreement. In no event may County require such reports unless it has provided Contractor with at least thirty days' prior written notification. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

B. Information System (IS):

(1) Contractor shall participate in IS as required by Director. Contractor shall report to County, all program, Client, staff, and other data and information about Contractor's services, within the specified time periods as required by DMH's Information Systems Procedure Manual and Reports Reference Guide and any other County requirements.

(2) Notwithstanding any other provision of this Agreement, only those days of service of Acute Psychiatric Inpatient Hospital Services, as set forth on County-approved Treatment Authorization Requests, shall be counted as reimbursable services.

(3) After the close of the monthly IS reporting period, no data and information relating to services for that month may be added without the written approval of Director.

(4) There may be good cause reasons that prevent Contractor from entering into IS all data and information documenting days of service of Acute Psychiatric Inpatient Hospital Services before the close of a particular month. If, after the close of the monthly IS reporting period, Contractor desires to enter any data and information documenting services for a particular month, then Contractor shall submit a request in writing setting forth the good cause reasons which prevented Contractor from timely entering such particular data and information into IS. Director may, at her sole discretion, approve in writing Contractor's request to enter the data and information into IS. Notwithstanding any other provision of this Agreement, the only services which shall be considered legitimate and reimbursable shall be those services as entered by Contractor into IS.

(5) Contractor shall train its staff in the operation, procedures, policies, and all related use, of IS as required by County.

12. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and IS records, in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

13. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients' rights provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR Title 22, including, but not limited to, Section 70707. Contractor shall also comply with all patients' rights policies provided by County. Contractor shall post in a conspicuous place a written policy on patients' rights in accordance with WIC Section 5325 and CCR Title 22, Section 70707.

SDMH, County Patients' Rights Advocates and/or other DMH staff designated by Director, and any other authorized agencies shall be given access by Contractor to Clients, Clients records, and

Contractor's personnel in order to investigate any complaints by Clients and/or to monitor Contractor's compliance with all applicable statutes, regulations, manuals and policies.

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

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

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

C. Contractor Personnel:

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

(2) Although clerical and other nontreatment staff are not required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

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

any crime involving any harm to elders, dependent adults, or minor children.

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

15. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 15, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap.

16. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, religion, national origin, ancestry, sex, age, marital status, physical handicap, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, religion, national origin,

ancestry, sex, age, marital status, physical handicap, or political affiliation. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, religion, ancestry, national origin, sex, age, marital status, physical handicap, or political affiliation.

D. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 16 when so requested by Director.

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

F. In the event that Contractor violates any of the anti-discrimination provisions of this Paragraph 16, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

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

18. INDEMNIFICATION AND INSURANCE:

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

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

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

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

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

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

(e) Identify any deductibles or self-insured retentions for County's Approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to

investigations, claims administration, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

Failure by Contractor to procure and maintain the required insurance shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

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

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

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

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

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

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

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

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

6) Insurance Coverage Requirements for Subcontractors: Contractor shall ensure any all sub-contractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

a) Contractor providing evidence of insurance covering the activities of sub-contractor, or

b) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of sub-contractor insurance coverage ay any time.

C. Insurance Coverage Requirements:

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

General Aggregate:	Two Million Dollars ($2,000,000)
Products/Completed Operation Aggregate:	One Million Dollars ($1,000,000)
Personal and Advertising Injury:	One Million Dollars ($1,000,000)
Each Occurrence:	One Million Dollars ($1,000,000)

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

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

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

Disease-Policy Limit: One Million Dollars ($1,000,000)

Disease-each employee: One Million Dollars ($1,000,000)

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

19. WARRANTY AGAINST CONTINGENT FEES: Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

20. CONFLICT OF INTEREST:

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

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

all persons implicated and complete description of all relevant circumstances.

21. UNLAWFUL SOLICITATION: Contractor shall require all of its employees to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

22. INDEPENDENT STATUS OF CONTRACTOR:

A. This Agreement is by and between County and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

C. Contractor understands and agrees that all persons performing services pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on behalf of Contractor pursuant to this Agreement.

D. Contractor shall obtain and maintain on file an executed Contractor Employee Acknowledgment of Employer, in the form as contained in Contractor's Negotiation Package for this Agreement, for each of its employees performing services under this Agreement. Such Acknowledgments shall be executed by each such employee on or immediately after the commencement date of this

Agreement but in no event later than the date such employee first performs services under this Agreement.

23. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFFS: Should Contractor require additional or replacement personnel after the effective date of this Contract 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 after the effective date of this contract.

24. 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.

25. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 25. 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 subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(4) A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price 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) 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 request on a case-by-case basis.

D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and legal fees, arising from or related to Contractor's use of any subcontractor, including any

officers, employees, or agents of any subcontractor, in the same manner as required for Contractor, its officers, employees, and agents, under this Agreement.

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

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

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of 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 24 or a blanket consent to any further subcontracting.

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

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 28, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

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

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

N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 28, including, but not limited to, consenting to any subcontracting.

26. 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.

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27. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, 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, 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, or directives.

28. THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

29. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate as required by all applicable Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

30. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to DMH's Contracts Development and Administration Division, an affidavit sworn to and executed by an authorized officer of Contractor, containing the following:

(1) A statement indicating the form of Contractor's business organization (i.e.,

proprietorship, partnership, corporation, joint venture, or a combination thereof) and whether Contractor is for profit or non-profit.

(2) A detailed statement indicating whether Contractor is totally or substantially owned by any other business organization(s), and if so, the name and address of each such business organization.

(3) A detailed statement indicating whether Contractor totally or partially owns any other business organization(s) that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Agreement, and if so, the name and address of each such business organization and the specific nature of its business with Contractor.

If, during the term of this Agreement, the form of Contractor's business organization changes, or the majority ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify DMH's Contracts Development and Administration Division in writing detailing such changes thirty days prior to any such changes.

B. Real Property Disclosure: If Contractor is purchasing, renting, leasing or subleasing, or is planning to purchase, rent, lease, or sublease, any real property where any clients are to receive services hereunder, Contractor shall prepare and submit to DMH's Contracts Development and Administration Division, an affidavit, sworn to and executed by an authorized officer of Contractor, containing the following:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a

private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by names and addresses of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by names and addresses of all general and limited partners thereof.

(4) A listing by names and addresses of all Contractor's officers, directors, members of its advisory boards, members of its staff, and consultants, who have any family relationship by marriage or blood with a lessor or sublessor referred to in Subparagraph 3, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the names and addresses of all of Contractor's officers, members of its advisory boards, members of its staff, and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed. Related party transactions will be allowed only if reasonable. True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

(5) In the event that the information described in Subparagraphs 1 through 4 is already in Contractor's rental agreement(s), lease(s), and/or sublease(s) and is clearly highlighted by Contractor, Contractor may submit such document(s) in lieu of the above affidavit.

31. TERMINATION FOR INSOLVENCY:

A. County may terminate this Agreement immediately in the event of the occurrence of any of the following:

(1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

(2) The filing of a voluntary or involuntary petition regarding Contractor under the Federal Bankruptcy Code.

(3) The appointment of a Receiver or Trustee for Contractor.

(4) The execution by Contractor of a general assignment for the benefit of creditors.

B. The rights and remedies of County provided in this Paragraph 31 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

32. TERMINATION FOR DEFAULT:

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

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

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

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

C. The rights and remedies of County provided in this Paragraph 32 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

33. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to the Contractor's performance pursuant to the Agreement. In

the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.

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

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

34. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar

days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 32 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

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

37. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or the Financial Exhibit(s) or Attachment(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

38. ENTIRE AGREEMENT: The body of this Agreement; and Attachments I through VII, all of which are attached hereto and incorporated herein by reference; shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority.

ATTACHMENT I FINANCIAL SUMMARY(IES) FY _____ FY _____ FY_____
ATTACHMENT II PSYCHIATRIC INPATIENT HOSPITAL SERVICES
ATTACHMENT III CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
ATTACHMENT IV SUBCONTRACTOR EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER
ATTACHMENT V FACT SHEET ON "SAFELY SURRENDERED BABY LAW" (In English and Spanish)
ATTACHMENT VI ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
ATTACHMENT VII CHARITABLE CONTRIBUTIONS CERTIFICATION

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39. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

40. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

41. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising patients/clients and the general public of the nature of its treatment services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded by the County of Los Angeles.

42. AUTHORIZATION WARRANTY: Contractor represents and warrants that the person executing this Agreement for Contractor 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.

43. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law 101-121 (31 United States Code Section

1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds under this Agreement also fully complies with all such certification and disclosure requirements.

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

45. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor, shall fully comply with County's Lobbyist Ordinance, Los Angeles 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.

46. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractors' facility(ies) shall include a review of compliance with this Paragraph 46.

47. CONSIDERATION FOR HIRING GREATER AVENUE FOR INDEPENDENCE (GAIN) PARTICIPANTS: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment opening to participants in the County's Department of Public Social Services' Greater Avenue for Independence (GAIN) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN

participants by job category to the Contractor.

48. 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.

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

50. 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.

51. CONTRACTOR RESPONSIBILITY AND DEBARMENT: shall be deleted in its entirety and the following substituted therefore:

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 contracts 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 interests of the County.

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

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

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

52. 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 thirty (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.

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

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or its staff members from such participation in a Federally funded health care program. Contractor shall provide the certification set forth in **Attachment VI** as part of its obligation under this Paragraph 52.

Failure by Contractor to meet the requirements of this Paragraph 52 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement."

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

53. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that it is a *"Covered Entity"* under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to

preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

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

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

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

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

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

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

(b) County has added to the DMH Provider Manual an Electronic Data Interchange/Direct Data Entry (EDI/DDE) Selection and General Requirements Agreement, which

includes the method in which Contractor or its Subcontractor(s) elects to submit HIPAA-compliant transactions and requirements for these transactions.

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

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

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

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

54. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

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

Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

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

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

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.

55. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Attachment V** of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

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

57. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material

breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

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

59. 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 Subparagraph B (Reimbursement For Initial Period) and Subparagraph C (Reimbursement if Agreement is Automatically Renewad) of this Agreement, COUNTY shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such changes in allocation of funds at the earliest possible date.

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

To Contractor: _____

_____

_____

Attention: _____

To County : Department of Mental Health

Contracts Development and Administration Division

550 South Vermont Ave., 5th Floor

Los Angeles, CA 90020

Attention: Chief

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

COUNTY OF LOS ANGELES

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

_____
CONTRACTOR

By _____

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

Contractor Name:
Legal Entity Number:
Agreement Period:
Fiscal Year:

LINE #	COLUMNS / DESCRIPTION	1 MAXIMUM CONTRACT ALLOCATION TOTALS	2 LOCAL MHP NON MEDI-CAL	3 DCFS STOP SGF 70% County Local 30%	4 MAA and NON-EPSDT MEDI-CAL PROGRAMS FFP 50% County Local 50%	5 EPSDT MEDI-CAL PROGRAM FFP 50% SGF - EPSDT 40.87% County Local 9.13%	6 HEALTHY FAMILIES FFP 65% County Local 35%
				Sum of 2 + 3 + 4 + 5+ 6 = 1			
				Categorical Restricted CGF	Local Match share for claiming Certified Public Expenditure Categorically Restricted Local Funds** (see footnote)		
1	**A. Contractual Limitation By Responsible Financial Party:**						
2	CGF*	-		-	-	-	-
3	CGF - Psychiatric Emergency Services (PES)	-					
4	CGF - Flex Funds	-					
5	SAMHSA	-					
6	SAMHSA - Child Mental Health Initiative	-					
7	SAMHSA - Targeted Capacity Expansion	-					
8	PATH	-					
9	CalWORKs - Flex Fund	-					
10	CalWORKs - Mental Health Services (MHS)	-					
11	CalWORKs - Community Outreach Services (COS)	-					
12	CalWORKs - Homeless Families Project - Client Support Services	-					
13	CalWORKs - Homeless Families Project - MHS & Targeted Case Management	-					
14	CalWORKs - Homeless Families Project - COS	-					
15	GROW	-					
16	DCFS AB 1733/2994	-					
17	DCFS Family Preservation	-					
18	DCFS Star View Life Support, PHF	-					
19	DCFS Independent Living	-					
20	DCFS STOP (70%)	-		-			
21	DCFS Provisional Funding Uses (PFU) for Medical Hubs	-					
22	DCFS Medical Hubs - Start Up Costs	-					
23	DCFS Joint Assessment Program	-					
24	Schiff-Cardenas - M.H. Screening, Assessment, and Treatment (MHSAT)	-					
25	Schiff-Cardenas - Multi-Systemic Therapy Program (MST)	-					
26	AB 34/AB 2034	-					
27	ADPA AB 34/AB 2034 Housing	-					
28	DHS HIV/AIDS	-					
29	DHS Dual Diagnosis	-					
30	SB 90/IDEA (AB 3632 - SEP)	-					
31	Mental Health Services Act (MHSA) - Full Services Partnership	-					
32	Mental Health Services Act (MHSA)	-					
33	Medi-Cal, Healthy Families, or MAA FFP	-			-	-	-
34	SGF - EPSDT	-				-	
35	***Maximum Contract Amount (A)***	$ -					
36	**B. Third Party:**				-	-	
37	Medicare	-					
38	Patient Fees	-					
39	Insurance	-					
40	Other	-					
		-					
41	***Total Third Party (B)***	-	-		-	-	-
42	**GROSS PROGRAM BUDGET (A+B)**	$ -	-	-	-	-	-

Note: Mental Health Services Agreement Contract Rate - Acute Psychiatric Intensive Inpatient Hospital Services is funded by CGF/Sales Tax Realignment funds.

Footnote

* The Department is developing the parameters for authorizing the shift of CGF among the various programs identified in columns 2, 3, 4, 5, and 6. These parameters will be incorporated by a separate contract amendment during the year.

** These Local Funds are restricted in compliance with specific statutory, regulatory, and contractual requirements and obligations that are conditions for Medi-Cal reimbursement of Short-Doyle Medi-Cal claims. California Code of Regulations Title 9, Division 1, Chapter 11, Subchapter 4, Article 1, paragraph 1840.112 MHP Claims Certification and Program Integrity and Federal Code of Regulations, Title 42, Section 438.608.

Contractor Name:
Legal Entity No.:
Agreement Period:
Fiscal Year:

DMH Legal Entity Agreement

The Rate Summary
Amendment No.

MENTAL HEALTH SERVICES		Mode of Service	Service Function Code (SFC) Range	Provisional Rates Negotiated NR	Provisional Rates Cost Reimb. CR	Provider Numbers
A. 24-HOUR SERVICES:						
Hospital Inpatient		05	10 - 18			
Hospital Administrative Day		05	19			
Psychiatric Health Facility (PHF)		05	20 - 29			
SNF Intensive		05	30 - 34			
IMD/STP Basic (No Patch)	Beds 1-59	05	35			
	Beds 60 & over	05	35			
Patch for IMD		05	36 - 39			
Mentally Ill Offenders	Indigent	05	36 - 39			
	Regular	05	36 - 39			
IMD - Like		05	36 - 39			
IMD (w/Patch) Sub-Acute (60 days)		05	38			
Adult Crisis Residential		05	40 - 49			
Residential Other		05	60 - 64			
Adult Residential		05	65 - 79			
Semi - Supervised Living		05	80 - 84			
Independent Living		05	85 - 89			
MH Rehab Centers		05	90 - 94			
B. DAY SERVICES:						
Vocational Services		10	30 - 39			
Socialization		10	40 - 49			
SNF Augmentation		10	60 - 69			
Day Treatment Intensive: Half Day		10	81 - 84			
Day Treatment Intensive: Full Day		10	85 - 89			
Day Rehabilitative: Half Day		10	91 - 94			
Day Rehabilitative: Full Day		10	95 - 99			
C. OUTPATIENT SERVICES:						
Targeted Case Management Services (TCMS), formerly Case Management Brokerage		15	01 - 09			
Mental Health Services		15	10 - 19/ 30 - 59			
Therapeutic Behavioral Services (TBS)		15	58			
Medication Support		15	60 - 69			
Crisis Intervention		15	70 - 79			
D. OUTREACH SERVICES:						
Mental Health Promotion		45	10 - 19			
Community Client Services		45	20 - 29			
E. SUPPORT SERVICES:						
Life Support/Board & Care		60	40 - 49			
Case Management Support		60	60 - 69			
Client Supportive Services (Cost Reimbursement)		60	64			
F. Medi-Cal Administrative Activities (MAA):						
MAA		55	01 - 35			

SERVICE EXHIBIT A

PSYCHIATRIC INPATIENT HOSPITAL SERVICES

(MODE OF SERVICE 05)

1. GENERAL: Psychiatric Inpatient Hospital Services include Acute Psychiatric Inpatient Hospital Services and Administrative Day Services. Each Contractor facility that renders Psychiatric Inpatient Hospital Services shall: (1) be either a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital, (2) be secure, (3) meet all CCR Titles 9 and 22 staffing standards for inpatient services, (4) provide a twenty-four hour psychiatric treatment program and (5) be designated by County as a facility to hold patients under WIC Section 5150.

Psychiatric Inpatient Hospital Services shall not include any services related to alcohol or drugs and these services shall not be reimbursable under this Agreement, except where the services related to alcohol or drugs are incidental to a primary diagnosis of mental illness. Where alcohol and drugs, and mental illness, are dually diagnosed, Psychiatric Inpatient Hospital Services may be reimbursed under this Agreement only if the primary diagnosis is mental illness.

Notwithstanding any other provision of this Agreement, except as specifically approved in writing by Director, Contractor shall assure that at no time: (1) shall any child or adolescent under the age of 18 years receive any Psychiatric Inpatient Hospital Services in a ward or unit designated for adults receiving Psychiatric Inpatient Hospital Services and (2) shall any adult receive any Psychiatric Inpatient Hospital Services in a ward or unit designated for children or adolescents under the age of 18 years receiving Psychiatric Inpatient Hospital Services.

2. SERVICE LOCATION(S):

Except as authorized by County pursuant to Paragraph 25 (SUBCONTRACTING), Contractor shall provide all Psychiatric Inpatient Hospital Services under this Agreement only at the following Contractor facility(ies):_____. Contractor shall obtain the prior written consent of Director at least seventy days before terminating services at any such location(s) and/or before commencing such services at any other location(s).

/

3. PERSONS TO BE SERVED:

Contractor shall provide Acute Psychiatric Inpatient Hospital Services to those Non-Medi-Cal clients: (1) who are in need of Acute Psychiatric Inpatient Hospital Services, (2) who have the characteristics described in Contract Package and any addenda thereto, as approved in writing by Director, (3) for whom County is responsible for determining eligibility accordance with CCR Title 22, and (4) who are referred to Contractor and are admitted with the consent of Director.

The duration of any Client's Acute Psychiatric Inpatient Hospital Services hereunder shall not exceed the lesser of: (1) those days necessary to ensure that the Client is not a danger to self or others or gravely disabled due to a mental disability or (2) those days authorized by Director.

4. EMERGENCY MEDICAL TREATMENT: Beneficiaries who are provided services hereunder and who require emergency medical care for physical illness or accident shall be transported to an appropriate medical facility. The cost of such transportation as well as the cost of any emergency medical care shall not be a charge to, nor reimbursable under, this Agreement. Contractor shall establish and post written procedures describing appropriate action to be taken in the event of a medical emergency. Contractor shall also post and maintain a disaster and mass casualty plan of action in accordance with CCR Title 22, Section 80023. Such plan and procedures shall be submitted to DMH's Contracts Development and Administration Division at least ten days prior to the commencement of services under this Agreement.

5. NOTICE OF ACTION AND STATE FAIR HEARING PROCESS: Pursuant to the Medi-Cal Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by SDMH, Contractor shall give a Beneficiary a written notice of action whenever reimbursement for a planned admission is denied or whenever continued stay services are reduced or terminated by County (mental health plan) while the Beneficiary remains in Contractor's facility(ies). The procedures and requirements for State's fair hearing process shall be the same as CCR Title 22, Section 51014.1 and shall be in accordance with DMH's Quality Management Plan.

6. NOTIFICATION OF DEATH: Contractor shall immediately notify Director upon becoming aware of the death of any Beneficiary provided services hereunder. Notice shall be made by Contractor immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall

include the name of the deceased, the deceased's IS identification number, the date of death, a summary of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the circumstances.

7. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR, Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH quality improvement policies and procedures, to establish and maintain a complete and integrated quality improvement system. In conformance with these provisions, Contractor shall establish: (1) a utilization review process; (2) an interdisciplinary peer review of the quality of Beneficiary care; and (3) monitoring of medication regimens of Beneficiaries. Medication monitoring shall be conducted in accordance with County policy. A copy of Contractor's quality improvement system plan shall be available to DMH's Quality and Outcome Bureau for review and written approval prior to Contractor's submission of any claims for services hereunder.

8. BENEFICIARY EVALUATION OF CONTRACTOR'S SERVICES: Contractor shall provide a written questionnaire to certain Beneficiaries at the time of admission in accordance with DMH policies and procedures. The questionnaire shall be approved by SDHS and offer the Beneficiary the opportunity to evaluate the care given. The questionnaire shall be collected at the time of discharge and maintained in Contractor's file for at least four years and shall be made available to authorized agents of County, State and/or Federal governments.

9. PROGRAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES: Contractor shall provide Acute Psychiatric Inpatient Hospital Services to Beneficiaries in accordance with Contract Package and any addenda thereto, as approved in writing by the Director, for the term of this Agreement.

Acute Psychiatric Inpatient Hospital Services consist of twenty-four hour intensive service in a facility, which is a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed general acute care hospital, that provides psychiatric treatment with the specific intent to ameliorate the symptoms of danger to self, others, or the inability to provide for food, clothing and shelter due to a mental disability as determined by qualified mental health professional staff of the facility. Twenty-four hour psychiatric care may be necessary to relieve recent and serious dysfunction in social, occupational

or family relations where a less secure environment may lead to a deterioration in dysfunction and in turn lead to symptoms of danger to self, others, or grave disability due to a mental disability as determined by qualified mental health professional staff of the facility. Grave disability is defined as the inability to provide for food, clothing, shelter or access to other resources without which the Beneficiary is in grave danger to self.

Acute Psychiatric Inpatient Hospital Services shall include, but are not limited to:

A. Admission services twenty-four hours a day, seven days a week;

B. Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot and cold water, toiletries, and a change of laundered bedding;

C. Three balanced and complete meals each day;

D. Twenty-four hour supervision of all Beneficiaries by properly trained personnel. Such supervision shall include, but is not limited to, personal assistance in such matters as eating, personal hygiene, dressing and undressing, and taking of prescribed medications;

E. Physical examination and medical history within twenty-four hours of admission;

F. Laboratory services when medically indicated;

G. X-Rays;

H. Electrocardiograms (EKG) and electroencephalograms (EEG);

I. Medication supervision and/or maintenance program;

J. Support to psychiatric treatment services, including, but not limited to, daily patient review;

K. Support to psychological services;

L. Social work services;

M. Nursing services;

N. Recreational therapy services;

O. Occupational therapy services;

P. Electroconvulsive therapy services when appropriate in accordance with WIC Section 5326.7 et seq.;

Q. Recommendation for further treatment, conservatorship, or referral to other existing

programs, as appropriate (i.e., day care, outpatient, etc.), relative to Beneficiary needs;

R. Prior to discharge of any Beneficiary, preparation and transmittal of a written aftercare plan in accordance with California Health and Safety Code Section 1284 and WIC Section 5622. Each aftercare plan shall be submitted to Director at the time of discharge of the Beneficiary; and

S. Maintain daily attendance log for each day of service provided hereunder.

ATTACHMENT III

CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon_____, for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County 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 during the period of this employment.

I understand and agree that I do not have an will not acquire any rights or benefits pursuant to any contract between my employer, _____ _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

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

SUBCONTRACT(S)

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 subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

4. A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price 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. Any other information and/or certifications requested by County.

Contractor shall remain responsible for any and all performance required of it under this Agreement.

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

This list in no way limits the terms and conditions as set forth in Paragraph 25 (SUBCONTRACTING) of the Agreement.

NOTE: Contractor must have prior written approval from County in order to enter a particular subcontract and all requests must be in writing.

ATTACHMENT IV

SUBCONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon_____, for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose whatsoever and that I do not have an will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any subcontract between my employer, _____, and any person or entity which has a prime contract with the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____
Print

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

ATTACHMENT V

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

No shame.
No blame.
No names.

Newborns can be safely given up at any Los Angeles County hospital emergency room or fire station.

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

State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director

Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs 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, workers 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.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns 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?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

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

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts 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 nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena.
Sin culpa.
Sin peligro.

Los recién nacidos pueden ser entregados en forma segura en la sala de emergencia de cualquier hospital o en un cuartel de bomberos del Condado de Los Angeles.

En el Condado de Los Angeles:

1-877-BABY-SAFE

1-877-222-9723

www.babysafela.org

Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora

Consejo de Supervisores del Condado de Los Angeles
Gloria Molina, Supervisora, Primer Distrito
Yvonne Brathwaite Burke, Supervisora, Segundo Distrito
Zev Yaroslavsky, Supervisor, Tercer Distrito
Don Knabe, Supervisor, Cuarto Distrito
Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa también está apollada por First 5 LA y INFO LINE de Los Angeles.

¿Qué es la Ley de Entrega de Bebés Sin Peligro?
La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿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 del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. 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 recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?
Los padres que cambien de opinión pueden empezar 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 Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?
En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?
No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?
No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?
El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?
Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?
La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé
A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

Cada recién nacido merece una oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele qué otras opciones tiene.

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with the DMH Mental Health Services Agreement's Paragraph 52 (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 _____

ATTACHMENT VII

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)

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

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

UNIQUE AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	A Community of Friends	NP								
2	White Memorial Medical Center	NP								
3	Venice Family Clinic (DMH Subcontractor)	NP								

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

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