COUNTY OF LOS ANGELES

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

DEPARTMENT OF MENTAL HEALTH

http://dmh.lacounty.gov

May 31, 2007

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 SUPERSEDE 93 PHARMACY AGREEMENTS FOR FISCAL YEARS 2007-08, 2008-09, AND 2009-10 (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health or his designee to prepare, sign, and execute the supersession of 93 Pharmacy Agreements, as listed in Attachment A, for Fiscal Years (FYs) 2007-08, 2008-09, and 2009-10, using an agreement substantially similar to Attachment A–1. These pharmacies provide medication support to our clients who reside in the County at a total projected full year cost for 2007-08 of $33,868,000, funded by Sales Tax Realignment Funds.

2. Authorize the Director or his designee to enter into new agreements with additional Pharmacies, and authorize the Director or his designee to prepare and execute amendments to these 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; 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 amendments, reduce programs or services and revise the applicable contracted rate; 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 requested to ensure that all pharmacy agreements are in compliance with revised contract provisions. There has been an ongoing review of all agreements with contractors. The CAO, County Counsel, and Auditor-Controller have previously recommended that there be uniformity of all terms and conditions.

IMPLEMENTATION OF STRATEGIC PLAN GOALS

The recommended Board actions are consistent with the principles of the Countywide Strategic Plan Programmatic Goals No.1, "Service Excellence," No. 3, "Organizational Effectiveness," No. 5, "Children and Families' Well-Being," No. 6, "Community Services," and No. 7, "Health and Mental Health."

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

The total annual projected cost of these Agreements is $33,868,000, funded with Sales Tax Realignment funds, which are included in the Department of Mental Health's (DMH) 2007-08 Proposed Budget. The County reimburses each contractor at the rate of 85 percent of the Average Wholesale Price (AWP), which is the industry standard, plus a professional fee of $3.35 for each prescription dispensed pursuant to the Agreement for medications supplied from the pharmacy's own stock. Funding for FYs 2008-09 and 2009-10 will be requested through DMH's annual budget process. There is no Maximum Contract Amount for these agreements, because actual amounts will be based on utilization.

The Pharmacy Agreements include provisions that allow the County to reduce the rates or terminate the agreements as a result of funding reductions in the County and/or State budgets.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The supersession of 93 Pharmacy Agreements, as listed in Attachment A, is part of the Outside Medical Relief Pharmacy (OMRP) Program. The OMRP Program was created nearly 50 years ago to provide lower cost medications at neighborhood pharmacies to eligible recipients of health care in Los Angeles County. This program was started by the Department of Health Services but is now predominantly used by DMH. Physicians in contracted and directly operated mental health programs write prescriptions which

are filled by local private pharmacies. This program serves as a critical component in the delivery of mental health services, as prescribed medications play a vital role in the treatment of mental health clients.

The Agreement format has been approved as to form by County Counsel and include revised and new provisions, such as Alteration of Terms, Suspension of Payments, and Compliance With Applicable Law. The CAO has reviewed the proposed actions. Clinical and administrative staff of DMH will continue to administer and supervise the Agreements, monitor contract compliance, and evaluate programs to ensure that quality services are being provided to clients, and ensure that Agreement provisions and Departmental policies are being followed.

Attachment A provides information regarding Supervisorial Districts and Agreement Term. Attachment A-2 provides information regarding Contracting with Minority/Women-Owned Firms Percentage of Ownership in Firms Contracting With the County.

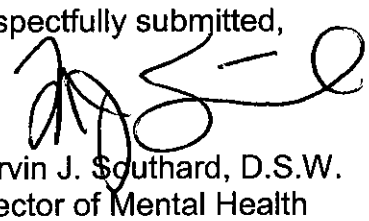
IMPACT ON CURRENT SERVICES

Upon Board approval, the supersession of these agreements will allow existing contractors to comply with revised contract provisions required in all contracts and provide for essential and accessible pharmacy services to clients throughout Los Angeles County. Without Board approval, these services as specified in the 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 notify the Department of Mental Health 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:SAS:KW:RK

Attachments (3)

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

RK:FM: Specialized Team: Board letter Pharmacy Supersession FY 07 08 Final

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

SPECIALIZED CONTRACT SUPERSESSIONS FOR FYs 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Agreement Term	Rate (Average Wholesale Price)*		
				FY 2007-2008	FY 2008-2009	FY 2009-2010
1	A.A.M. Health Group, Inc. dba Canoga Park Pharmacy 22330 Sherman Way - Suite C3 Canoga Park, CA 91303	3	2 Yrs.	x	x	N/A
2	Alchemy Pharmacies, Inc. dba Abrams and Clark Pharmacy 3841 Atlantic Avenue Long Beach, CA 90807	4	2 Yrs.	x	x	N/A
3	Anaheim Plaza Pharmacy 3010 West Orange, Suite 101 Anaheim, CA 92804	N/A	3 Yrs.	x	x	x
4	Andrew Kwong dba Gateway Circle Pharmacy 2625 North Figueroa Street Los Angeles, CA 90065	1	3 Yrs.	x	x	x
5	Astral Pharmacy, Inc. 6368 Hollywood Boulevard Los Angeles, CA 90028	3	3 Yrs.	x	x	x
6	B & G Pharmacy, Inc. 5101 Hollywood Boulevard Los Angeles, CA 90027	1	2 Yrs.	x	x	N/A
7	B.D.O. Corporation dba Fairfax Pharmacy 1111 North Fairfax Avenue, Suite. 110 Los Angeles, CA 90046	3	2 Yrs.	x	x	N/A
8	Beacon Drug Company No. Six Inc. 1303 N. Avalon Boulevard Wilmington, CA 90744	2	2 Yrs.	x	x	N/A
9	Bell Gardens Rexall Pharmacy 7625 Eastern Avenue, Unit C Bell Gardens, CA 90201	1	2 Yrs.	x	x	N/A

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

SPECIALIZED CONTRACT SUPERSESSIONS FOR FYs 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Agreement Term	Rate (Average Wholesale Price)*		
				FY 2007-2008	FY 2008-2009	FY 2009-2010
10	Bevans Pharmacy 10600 S. Western Avenue Los Angeles, CA 90047	2	2 Yrs.	x	x	N/A
11	BGMT Pharmacy, Inc. dba Gardena Professional Pharmacy 1045 West Redondo Beach Boulevard, Suite 140 Gardena, CA 90247	2	3 Yrs.	x	x	x
12	Cassel Boys, Inc. dba Short Stop Pharmacy 645 E. Carson Street Carson, CA 90745	2	2 Yrs.	x	x	N/A
13	CBC Royalty Pharmacy 2095 W. Arrow Route Upland, CA 91786	1	2 Yrs.	x	x	N/A
14	Chong Roh dba El Camino Pharmacy 6356 Vineland Avenue North Hollywood, CA 91606	3	2 Yrs.	x	x	N/A
15	Community Pharmacy, Inc. dba Harbor Outpatient Community Pharmacy 1001 W. Carson Street, Suite. D Torrance, CA 90502	2	2 Yrs.	x	x	N/A
16	Compounding, Inc. dba Northridge Tower Pharmacy 18250 Roscoe Boulevard Northridge, CA 91325	3	3 Yrs.	x	x	x
17	Crenshaw Pharmcare, Inc. dba Garfield Prescription Pharmacy 3756 Santa Rosalia Drive Los Angeles, CA 90008	2	3 Yrs.	x	x	x
18	Crown Drugs 657 E. University Drive Carson, CA 90746	2	2 Yrs.	x	x	N/A

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

SPECIALIZED CONTRACT SUPERSESSIONS FOR FYs 2007-2008, 2008-2009, AND 2009-2010

PHARMACY AGREEMENTS

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Agreement Term	Rate (Average Wholesale Price)*		
				FY 2007-2008	FY 2008-2009	FY 2009-2010
19	Desert Drugs 204 West Avenue "J" Lancaster, CA 93534	2	3 Yrs.	x	x	x
20	Dildax Corporation dba Medic Pharmacy 16900 Belflower Boulevard Bellflower, CA 90706	4	2 Yrs.	x	x	N/A
21	Econo Pharmacy 15000 Crenshaw Boulevard, Suite. 132 Gardena, CA 90249	2	2 Yrs.	x	x	N/A
22	F.D.M. Exclusive Image, Inc. dba Coover Pharmacy 891 West 9th Street San Pedro, CA 90731	4	3 Yrs.	x	x	x
23	Garden Plaza Pharmacy 18411 Clark Street, Suite 106 Tarzana, CA 91356	3	3 Yrs.	x	x	x
24	GJPL, Inc. dba St. John's Medical Plaza Pharmacy 1301 20th Street, Suite 120 Santa Monica, CA 90404	3	3 Yrs.	x	x	x
25	HP Badesha Co. dba Glendora Medical Pharmacy 130 West Route 66 Glendora, CA 91740	5	3 Yrs.	x	x	x
26	Glesener Pharmacy, Inc. 321 N. Citrus Street Covina, CA 91723	5	2 Yrs.	x	x	N/A
27	Gold Medal Pharmacy, Inc. dba Arcadia Center Pharmacy 631 West Duarte Road Arcadia, CA 91007	5	3 Yrs.	x	x	x

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Contracts Development and Administration Division

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PHARMACY AGREEMENTS

Item No.	CONTRACTOR	SUP. DIST. (Sites)	Agreement Term	Rate (Average Wholesale Price)*		
				FY 2007-2008	FY 2008-2009	FY 2009-2010
28	Goldfarb Rx Enterprises, Inc. dba Central Pharmacy 327 Wilshire Boulevard Santa Monica, CA 90401	3	2 Yrs.	x	x	N/A
29	Good Health, Inc. dba Edwin's Prescription Pharmacy 12500 Burbank Boulevard Valley Village, CA 91607	3	3 Yrs.	x	x	x
30	GWLW Pharmacy, Inc. dba Berry and Sweeney Pharmacy 1377 North Fair Oaks Avenue Pasadena, CA 91103	5	3 Yrs.	x	x	x
31	Hygeia Apothecary, Inc. dba Botica Del Sol 2331 E. Cesar Chavez Avenue Los Angeles, CA 90033	1	2 Yrs.	x	x	N/A
32	Glendale Medical Arts Center Pharmacy, Inc. dba Glendale Medical Pharmacy 1030 South Glendale Avenue, Suite #101 Glendale, CA 91205	5	3 Yrs.	x	x	x
33	IJJ Group, Inc. dba Palmdale Medical Pharmacy 2270 East Palmdale Boulevard, #C Palmdale, CA 93550	5	3 Yrs.	x	x	x
34	Intra Drugs Artesia 403 South Long Beach Boulevard, Suite C Compton, CA 90221	2	3 Yrs.	x	x	x
35	Intra Drugs Lynwood 3628 East Imperial Highway, Suite 102 Lynwood, CA 90262	2	3 Yrs.	x	x	x

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				FY 2007-2008	FY 2008-2009	FY 2009-2010
36	Intra Drug Rx World Wide of America, Inc. dba Intra Drugs Rosecrans 809 East Rosecrans Boulevard Compton, CA 90221	2	3 Yrs.	x	x	x
37	Kedren Community Health Center Inc. dba Kedren Acute Psyciatric Hospital Out-Patient Pharmacy 4211 Avalon Blvd., Suite 378 Los Angeles, CA 90011	2	3 Yrs.	x	x	x
38	J.M.C. Drug, Inc. dba Owl Rexall Drugs 5634 N. Figueroa Street Los Angeles, CA 90042	1	3 Yrs.	x	x	x
39	KC Pharmacies, Inc. dba Verdugo Clinic Pharmacy 1540 East Colorado Street Glendale, CA 91205	5	3 Yrs.	x	x	x
40	Kelley Rosemead Pharmacy, Inc. dba Rosemead Pharmacy 8901 East Valley Boulevard Rosemead, CA 91770	1	3 Yrs.	x	x	x
41	Koam Pharmacy, Inc. 18102 Pioneer Boulevard, Suite 101 Artesia, CA 90701	4	3 Yrs.	x	x	x
42	Kyffin Pharmacy, Inc. dba Kyffin Pharmacy 6000 Woodman Avenue Van Nuys, CA 91401	3	3 Yrs.	x	x	x
43	La Crescenta Pharmacy 2764 Foothill Boulevard La Crescenta, CA 91214	5	3 Yrs.	x	x	x

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Item No.	CONTRACTOR	SUP. DIST. (Sites)	Agreement Term	Rate (Average Wholesale Price)*		
				FY 2007-2008	FY 2008-2009	FY 2009-2010
44	La Votre Rx, Inc. dba La Votre Rx 23928 Lyons Avenue, Suite 102 Newhall, CA 91321	5	2 Yrs.	x	x	N/A
45	Lauren Pharmacy 13686 Van Nuys Boulevard Pacoima, CA 91331	3	3 Yrs.	x	x	x
46	Market Pharmacy, Inc. 19500 Plummer Street Northridge, CA 91324	3	3 Yrs.	x	x	x
47	The Marsh Village Pharmacy 2143 Foothill Boulevard La Canada, CA 91011	5	3 Yrs.	x	x	x
48	Marvin J. Lieblin, Inc. dba Family Pharmacy 1400 Atlantic Avenue Long Beach, CA 90813	4	2 Yrs.	x	x	N/A
49	Medical Center Pharmacy 18433 Roscoe Boulevard Northridge, CA 91325	3	3 Yrs.	x	x	x
50	Memorial Medical Center Pharmacy 9806 Venice Boulevard Culver City, CA 90232	2	3 Yrs.	x	x	x
51	Meyers Pharmacy, Inc. dba De Soto Pharmacy 20914 Roscoe Boulevard Canoga Park, CA 91304	3	3 Yrs.	x	x	x
52	Miyade Medical Center Pharmacy dba Medical Center Pharmacy 501 East Hardy Street, Suite 130 Inglewood, CA 90301	2	3 Yrs.	x	x	x

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Item No.	CONTRACTOR	SUP. DIST. (Sites)	Agreement Term	Rate (Average Wholesale Price)*		
				FY 2007-2008	FY 2008-2009	FY 2009-2010
53	MJM Healthcare Services, Inc. dba The Medicine Shoppe #1764 18635 Soledad Canyon Road, Suite #102 Canyon Country, CA 91351-3701	5	3 Yrs.	x	x	x
54	MKB Pharmacy Services, Inc. dba Kovacs-Frey Pharmacy 2860 Artesia Boulevard Redondo Beach, CA 90278	4	3 Yrs.	x	x	x
55	Modern Healthcare, Inc. dba Modern Health Pharmacy & Ad-Rx Pharmacy 6240 Wilshire Boulevard Los Angeles, CA 90048	2	2 Yrs.	x	x	N/A
56	Nisha Pharmacy, Inc. dba Alpha Drugs 1240 South Magnolia Anaheim, CA 92804	N/A	2 Yrs.	x	x	N/A
57	North Hollywood Medical Arts Pharmacy 4420 Vineland Avenue North Hollywood, CA 91602	3	3 Yrs.	x	x	x
58	Oakdale Pharmacy, Inc. dba Oakdale Pharmacy 5400 Balboa Boulevard Encino, CA 91316	3	3 Yrs.	x	x	x
59	Olympic Gerhart Pharmacy , Inc. 5724 E. Olympic Boulevard City of Commerce, CA 90022	1	2 Yrs.	x	x	N/A
60	Paseo Pharmacy Ltd. dba Paseo Pharmacy 245 East Green Street Pasadena, CA 91101	5	3 Yrs.	x	x	x

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				FY 2007-2008	FY 2008-2009	FY 2009-2010
61	PharMerica #7020 1130 Palmyrita Avenue, Suite 350 Riverside, CA 92507	N/A	3 Yrs.	x	x	x
62	PharMerica Drug Systems, Inc. dba PharMerica #7036 11205 Knott Avenue, Suite B & C Cypress, CA 90630	4	3 Yrs.	x	x	x
63	Phnom Pich Pharmacy 2338 E. Anaheim Street, Suite 100 Long Beach, CA 90804	4	2 Yrs.	x	x	N/A
64	Plaza Pharmacy 11930 Hawthorne Boulevard Hawthorne, CA 90250	2	2 Yrs.	x	x	N/A
65	Precriptions Plus Inc. dba Super-Rite Drugs 14425 Burbank Blvd. Van Nuys, CA 91401	3	3 Yrs.	x	x	x
66	Rami Inc. dba Aalpha Pharmacy 174 S Alvarado St. Los Angeles, CA 90057	2	3 Yrs.	x	x	x
67	Recovery Pharmaceuticals Inc. dba Knollwood Pharmacy 11862 Balboa Boulevard Granada Hills, CA 91344	5	3 Yrs.	x	x	x
68	Rely-On Pharmacy, Inc. dba Value Care Pharmacy 17662 Irvine Blvd., Suite 14 Tustin, CA 92780	N/A	2 Yrs.	x	x	N/A
69	Rivendell, Inc. dba Griffith Drugs P.O. Box 4324 Santa Fe Springs, CA 90670	1	3 Yrs.	x	x	x

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				FY 2007-2008	FY 2008-2009	FY 2009-2010
70	ROXSAN Pharmacy, Inc. 465 N. Roxbury Drive Beverly Hills, CA 90210	3	2 Yrs.	x	x	N/A
71	RXTS Drug Company dba Yee's Prescription Pharmacy 1703 Termino Avenue Long Beach, CA 90804	4	2 Yrs.	x	x	N/A
72	Sayre Medical Pharmacy, Inc. 14124 Foothill Boulevard Sylmar, CA 91342	3	2 Yrs.	x	x	N/A
73	Seaside Prescription Pharmacy 599 West 7th Street San Pedro, CA 90731	4	3 Yrs.	x	x	x
74	Shop-Rite Pharmacy 3719 East South Street Long Beach, CA 90805	2	2 Yrs.	x	x	N/A
75	Skuro Drug Co. dba Key Drug Co. 770 South Vermont Avenue Los Angeles, CA 90005	1	3 Yrs.	x	x	x
76	Inf Corp. dba Star Pharmacy 14400 Vanowen St Van Nuys, CA 91405	3	3 Yrs.	x	x	x
77	Sumi Pharmacies, Inc. dba Wards Pharmacy 653 Long Beach Boulevard Long Beach, CA 90802	4	2 Yrs.	x	x	N/A
78	Super Care Inc. dba Super Care Pharmacy 2017 1/2 South Hacienda Boulevard Hacienda Heights, CA 91745	4	3 Yrs.	x	x	x
79	Super Market Pharmacy 6039 E. Florence Bell Gardens, CA 90201	4	2 Yrs.	x	x	N/A

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				FY 2007-2008	FY 2008-2009	FY 2009-2010
80	T.J. Enterprises, Inc. dba Better Value Pharmacy 1195 S. Sunset Avenue West Covina, CA 91790	5	3 Yrs.	x	x	x
81	T.J.Enterprises, Inc. dba B & B Pharmacy, Inc. 10244 Rosecrans Avenue Bellflower, CA 90706	4	3 Yrs.	x	x	x
82	Ted Hill dba The Medicine Shoppe 702 S. Del Mar Avenue, Suite E San Gabriel, CA 91776	1	2 Yrs.	x	x	N/A
83	TellFond, Inc. dba Karen Pharmacy 1730 West Verdugo Avenue Burbank, CA 91506	5	3 Yrs.	x	x	x
84	Thrifty Payless, Inc. dba Rite Aid 30 Hunter Lane Campville, PA 17011	1, 2, 3, 5	3 Yrs.	x	x	x
85	Thu Pharmacy 15418 Crenshaw Boulevard Gardena, CA 90249	2	2 Yrs.	x	x	N/A
86	Valencia Pharmacy, Inc. 23550 Lyons Avenue, Suite #111 Newhall, CA 91321	5	3 Yrs.	x	x	x
87	Vernon-Main Pharmacy 4401 South Main Street Los Angeles, CA 90037	2	3 Yrs.	x	x	x
88	Robert Feiles and Susan Feils dba Victory-Tampa Pharmacy (VT Pharmacy) 19300 Vanowen St. Reseda, CA 91335	3	3 Yrs.	x	x	x
89	Vine Discount Pharmacy & Medical Supply, Inc. dba Vine Discount Pharmacy & Medical Supply 1253 N. Vine Street, Suite 11 Los Angeles, CA 90038	3	2 Yrs.	x	x	N/A

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				FY 2007-2008	FY 2008-2009	FY 2009-2010
90	Wellness Pharmacy, Inc. dba Midway Drugs 10410 Lower Azusa Road El Monte, CA 91731	5	3 Yrs.	x	x	x
91	Westlake Medical Management, Inc. dba Westlake Pharmacy 2500 Wilshire Boulevard, Suite 101 Los Angeles, CA 90057	1	3 Yrs.	x	x	x
92	Woori Pharmacy, Inc. dba Woori Pharmacy 266 South Harvard Boulevard, Suite 120 Los Angeles, CA 90004	1	3 Yrs.	x	x	x
93	Zaher Pharmacy & Medical Supply, Inc. dba Nofel Pharmacy 507 S. Spring Street Los Angeles, CA 90013	1	2 Yrs.	x	x	N/A

* Pharmacy agreements are reimbursed at the rate of the Average Wholesale Price, which is the industry standard, plus $3.35 professional fee for each prescription dispensed.

ATTACHMENT A-1

CONTRACTOR:

_____

_____

Business Address:

_____

_____

MH _____
CONTRACT NUMBER

N/A
REFERENCE NUMBER

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

PHARMACY AGREEMENT

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ATTACHMENTS

A. SERVICE DELIVERY SITE
B. SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish)
C. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
D. CHARITABLE CONTRIBUTIONS CERTIFICATION

JD\Pharmacy boilerplate-supersession 07 08

PHARMACY 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, Section 17000 of the Welfare and Institutions Code places upon the Board of Supervisors of County the duty to relieve and support incompetent, poor indigent persons incapacitated by age, disease, or accident, unable through themselves to acquire such hospital services and outpatient medical services; and

WHEREAS, Section 1445 of the Health and Safety Code permits County to furnish medical care and health services and supplies to the indigent sick and dependent poor; and

WHEREAS, there is an existing Outside Medical Relief Program that meets these goals by providing medications to such indigent persons, and also allows them convenient access to neighborhood pharmacies; and

WHEREAS, contemplated herein, Contractor shall fill prescriptions on behalf of patients referred to it by County from its own stock; and

WHEREAS, County will reimburse Contractor for prescription medication as ordered by the County for those for whom there is a determined need in accordance with PAYMENT paragraph; 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.

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

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, 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 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 July 1, 2007 and shall continue in full force and effect through June 30, 2008.

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, 2008 and shall continue in full force and effect through June 30, 2009.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on July 1, 2009 and shall continue in full force and effect through June 30, 2010.

(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.

(4) Fourth Automatic Renewal Period: If this Agreement is automatically renewed, the Fourth Automatic Renewal Period shall commence on N/A and shall continue in full force and effect through N/A.

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 51 (NOTICES).

D. 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. Furthermore, Contractor shall inform County when up to 75 percent (75%) of the Maximum Contract Amount has been incurred, if applicable. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 51 (NOTICES).

E. 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 Contactor 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 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. Failure to provide or bill for the provision of services to DMH clients for a period of twelve consecutive months will result in the automatic termination of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, which may be exercised at any subsequent time.

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

2. DESCRIPTIONS OF SERVICES:

A. Properly valid licensed pharmacists employed by Contractor shall prepare and dispense drugs and medications to such County patients in accordance with accepted pharmaceutical standards prevailing in the community.

B. Contractor shall dispense medications and drugs pursuant to this Agreement only to those persons who present a valid Department of Mental Health (DMH) Prescription Authorization Tracking System (PATS) card. The Contract pharmacies shall maintain an adequate inventory of the DMH formulary medications necessary to fill these prescriptions. If Contractor is out of stock, or does not have enough medication for a full prescription, it will do one of the following:

(1) Order necessary medication and have in stock within 24 hours (unless weekend or holiday).

(2) Give patient note or indicate on prescription label amount of medication owed (short).

(3) Return prescriptions to the PATS system and allow consumer to go to another contract Pharmacy.

C. Nothing in this Agreement shall be construed as excusing either party from the duty of reasonable inspection and inquiry in regard to any drugs and medication used in the performance of this Agreement.

3. PAYMENTS:

A. County shall reimburse Contractor at the rate of .85 of the Average Wholesale Price (AWP), plus three dollars and thirty-five cents ($3.35) professional fee, for each prescription dispensed pursuant to this Agreement from medications supplied from the Contractor's own stock. Pharmacies shall use only generic medications that are "A" or "AB" rated in the Federal Drug Administration's APPROVED DRUG PRODUCT WITH THERAPEUTIC EQUIVALENTS manual also known as the "Orange Book".

Definition of "Prescription" for this Agreement is the printed form that is generated from Los Angeles County Department of Mental Health (LACDMH) Prescription Authorization Tracking System, (PATS), or from any other electronic prescription system DMH may use in the future as authorized by the Director of Pharmacy Services. LACDMH will be financially liable only for the prescriptions generated from these electronic systems. The current authorized system is the PATS system. Prior authorization needed for reimbursement for non-PATS prescriptions (manual paper prescriptions) must be obtained from the Director of Pharmacy Services, LACDMH.

At the first of each month, the County will mail to each Contractor a PATS statement, which lists by date all the prescriptions dispensed by the Contractor for DMH consumers and the reimbursement due. Any discrepancies found in this statement must be brought to the County's attention for correction within 60 days of statement date. Within a reasonable period of time, the County shall make payment in accordance with the rate of reimbursement.

LACDMH is the payor of last resort. If the consumer has other health insurance, it is to be billed first (e.g. Medi-Cal, Medi-Cal HMO). (LACDMH is only responsible for consumers who have no health insurance. If the consumer has health insurance (e.g. Medi-Cal, Medi-Cal HMO) or any other third party payer, they must be billed for the pharmacy services, NOT LACDMH.)

B. 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.

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Agreement shall not restrict County from acquiring similar, equal or like MHSA goods and/or services from other entities or sources.

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

4. 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.

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5. 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 5.

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 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. 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 hereunder.

8. PRIOR AGREEMENT(S) SUPERSEDED: Reference is made to that (those) certain document(s) entitled:

TITLE	COUNTY AGREEMENT NUMBER	DATE OF EXECUTION
N/A	N/A	N/A

The parties hereto agree that the provision of said prior Agreement(s) shall be entirely superseded as of date of execution by County's Board of Supervisors by the provision of this Agreement.

9. 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.

10. 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 10 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

11. 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 County's Department of Mental Health, Contracts Development and Administration Division, Attn: Chief, 550 S. Vermont, Los Angeles, 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. 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 subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(a) Contractor providing evidence of insurance covering the activities of subcontractors, or

(b) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor 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 Employer's 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.

12. 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 12, 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.

13. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees that all persons under its employ, 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 inspect 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.

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. 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 the County 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 the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

16. 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 Welfare and Institutions Code Sections 5328 through 5330, inclusive, and all other applicable County, State and Federal Laws, Ordinances, Rules, Regulations, Manuals, Guidelines, and Directives relative to confidentiality. 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. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, and liability, expense, and legal fees arising from any disclosure of such records and information by Contractor, its officers, employees or agents.

17. 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.

18. AUDIT: Contractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices sufficient to reflect properly all direct and indirect costs of whatever nature claimed to have been incurred and is anticipated to be incurred in the performance of this Agreement.

Included in these costs, but not limited, should be the Contractor's wholesale costs of drugs and medications such as copies or listing of vendor's invoices supplied from Contractor's own stock. Contractor shall allow DMH or any other authorized COUNTY, State or Federal agency or any duly authorized representative thereof to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, or other records relating to this Agreement during the term of this Agreement and for a period of five (5) years after the end of its term.

In the event that an audit is conducted of Contractor by any Federal or State Auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of such audit report(s) with County Auditor-Controller, within 30 days of receipt thereof unless otherwise provided under this Agreement, or under applicable State regulations. County shall maintain confidentiality of such audit report(s). Failure of Contractor to comply with these terms shall constitute a material breach of this Agreement upon which County may cancel, terminate, or suspend this Agreement.

19. RULES AND REGULATIONS: During the time that Contractor's employees are providing services under the terms of this Agreement, such employees shall be subject to the rules and regulations of the California State Board of Pharmacy. It is the responsibility of Contractor to acquaint its employees who are to provide services hereunder with such rules and regulations. Contractor agrees to permanently withdraw any of its employees from the provision of services under this Agreement upon receipt of written notice from Director or his authorized designee (1) that such employee has violated such rules or regulations, or (2) that such employee's action, while providing services hereunder to County patients, indicate that he may do harm to County patients.

20. UNLAWFUL SOLICITATIONS: 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 the Business and Professions Code of the State of California (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 ensure that there is no violation of said provisions by its employees. Contractor agrees to utilize the attorney referral service of all those Bar Associations within the County of Los Angeles that have such a service.

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. CHANGE OF OWNERSHIP: Sale or change of business operations of said Facility shall constitute termination of this Agreement upon thirty (30) days advance notification.

23. ALTERATION OF TERMS: No addition to, or alteration of, the terms of the body of this Agreement, or Service Delivery Site(s) hereto, whether by written or oral understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Agreement which is formally approved and executed by the parties in the same manner as this Agreement.

The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director of Mental Health.

24. 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.

25. 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.

26. 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 26 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

27. 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.

28. CONTRACTOR BUSINESS LOCATION:

A. Contractor's facility(ies) where services are to be provided hereunder is(are) located on the Service Delivery Site attached hereto and incorporated herein by reference as Attachment A.

B. Contractor shall notify in writing the County's Department of Mental Health, Contracts Development and Administration Division, of any change in its business or service site address at least thirty (30) days prior to the effective date thereof.

29. LICENSE: 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 renewal.

30. INDEPENDENT CONTRACTOR STATUS:

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.

31. 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 31. 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 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, 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, attorneys fees, 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 31 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 31, 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 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 31, including, but not limited to, consenting to any subcontracting.

32. 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.

33. 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 26 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

34. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. The County will refer GAIN/GROW participants, by job category, to the Contractor.

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

35. 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.

Contractor shall notify County of any new or vacant position(s) within the Contractor's personnel who perform services set forth herein, by sending via mail or facsimile, a list denoting any position(s) for which hiring is anticipated to:

Department of Human Resources
500 West Temple St., Room 588
Los Angeles, CA 90012
Fax: (213) 680-2450

Contractor is exempt from the provisions of this Section if it is a governmental entity.

36. 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.

37. 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.

38. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance.

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 subcontractors8 of County Contractors.

39. 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.

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 Attachment C as part of its obligation under this Paragraph.

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

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

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

1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations

OBLIGATION 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, 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 of 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 Intent to the Chief Information 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 the 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, 2004) 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.

42. 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.

43. 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 B of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

44. 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.

45. RESTRICTIONS ON LOBBYING: If any Federal funds are to be used to pay for any of Contractor's services under the Agreement, Contractor shall fully comply with all certification and disclosure requirements prescribed by Section 319 or 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 the Agreement also fully complies with all such certification and disclosure requirements.

46. 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.

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

48. 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 D, 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).

49. 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 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.

50. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance

hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of Contractor, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. Contractor shall maintain in effect an active compliance program in accordance with the recommendations set forth by the Department of Health and Human Services, Office of the Inspector General.

D. Duty to Notify: Contractor agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to Contractor, whether civil or criminal initiated against Contractor, its officers, employees, or agents which are likely to have a material effect on the organization's stewardship, financial position and/or ability to perform and deliver services under this contract.

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51. NOTICES: Notices hereunder shall be in writing and sent to the parties at the following addresses and to the attention of the persons named. Addresses and persons to be notified may be changed by appropriate written notice.

To Contractor: _____

_____

_____

_____

Attention: _____

To County 1: Contracts Development and Administration Division

550 South Vermont Ave., 5th Floor

Los Angeles, CA 90020

Attention: Richard Kushi, Chief of Contracts

To County 2: Offices of Medical Director

550 South Vermont Avenue, 9th Floor

Los Angeles, CA 90057

Attention: Wayland Chan, Pharmacy Chief

To County 3: Accounting Division

550 South Vermont Ave., 8th Floor

Los Angeles, CA 90020

Attention: Mike Motadani, Chief

/

/

/

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 IF PPLICABLE)

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

CH:\ Pharmacy Boilerplate-supersession 07-08
4-18-07

DMH PHARMACY AGREEMENT
ATTACHMENT A

Service Delivery Site Exhibit

CONTRACTOR NAME: _____

LEGAL ENTITY NO.: _____ **PERIOD:** _____

*DESIGNATED PROGRAM OFFICE	SERVICE EXHIBIT NO.	PROV. NO.	SERVICE DELIVERY SITE(S)	M.H. SERVICE AREA(S) SERVED	SITE SUP. DISTRICT

*Legend: Adult Systems of Care (A)
Child, Youth and Family Program Administration (C)
Critical Care (CC)
Court Programs (CP)
Older Adult Program (OA)
Transition Age Youth (TAY)
Homeless (H)
Managed Care (MC)

SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish) | Attachment B

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 C

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

ATTACHMENT D

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

ATTACHEMENT A-2

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

PHARMACY AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	A.A.M. Health Group, Inc. dba Canoga Park Pharmacy	P							100	
2	Alchemy Pharmacies, Inc. dba Abrams and Clark Pharmacy	P							100	
3	Anaheim Plaza Pharmacy	P					100			
4	Andrew Kwong dba Gateway Circle Pharmacy	P				100				
5	Astral Pharmacy, Inc.	P								100
6	B & G Pharmacy, Inc.	P							50	50
7	B.D.O. Corporation dba Fairfax Pharmacy	P							50	50
8	Beacon Drug Company No. Six Inc.	P					50	50		
9	Bell Gardens Rexall Pharmacy	P					50	50		
10	Bevans Pharmacy	P	100							
11	BGMT Pharmacy, Inc. dba Gardena Professional Pharmacy	P					50		50	
12	Cassel Boys, Inc. dba Short Stop Pharmacy	P	100							
13	CBC Royalty Pharmacy	P					100			
14	Chong Roh dba El Camino Pharmacy	P					100			
15	Community Pharmacy, Inc. dba Harbor Outpatient Community Pharmacy	P							100	
16	Compounding, Inc. dba Northridge Tower Pharmacy	P							100	
17	Crenshaw Pharmcare, Inc. dba Garfield Prescription Pharmacy	P					50	50		
18	Crown Drugs	P							50	50
19	Desert Drugs	P					100			
20	Dildax Corporation dba Medic Pharmacy	P					50	50		
21	Econo Pharmacy	P					100			
22	F.D.M. Exclusive Image, Inc. dba Coover Pharmacy	P							100	
23	Garden Plaza Pharmacy	P							100	
24	GJPL, Inc. dba St. John's Medical Plaza Pharmacy	P		25		25		25		25
25	HP Badesha Co. dba Glendora Medical Pharmacy	P							100	
26	Glesener Pharmacy, Inc.	P					34		66	

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

ATTACHEMENT A-2

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

PHARMACY AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
27	Gold Medal Pharmacy, Inc. dba Arcadia Center Pharmacy	P					100			
28	Goldfarb Rx Enterprises, Inc. dba Central Pharmacy	P							50	50
29	Good Health, Inc. dba Edwin's Prescription Pharmacy	P							100	
30	GWLW Pharmacy, Inc. dba Berry and Sweeney Pharmacy	P					100			
31	Hygeia Apothecary, Inc. dba Botica Del Sol	P					50		50	
32	Glendale Medical Arts Center Pharmacy, Inc. dba Glendale Medical Pharmacy	P					100			
33	IJJ Group, Inc. dba Palmdale Medical Pharmacy	P					100			
34	Intra Drugs Artesia	P	100							
35	Intra Drugs Lynwood	P	100							
36	Intra Drugs Rx World Wide of America, Inc. dba Intra Drugs Rosecrans	P	100							
37	Kedren Community Health Center, Inc. dba Kedren Acute Psychiatric Hospital Out-Patient Pharmacy	NP								
38	J.M.C. Drug, Inc. dba Owl Rexall Drugs	P					50	50		
39	KC Pharmacies, Inc. dba Verdugo Clinic Pharmacy	P					100			
40	Kelley Rosemead Pharmacy, Inc. dba Rosemead Pharmacy	P					50	50		
41	Koam Pharmacy, Inc.	P					100			
42	Kyffin Pharmacy, Inc. dba Kyffin Pharmacy	P							40	60
43	La Crescenta Pharmacy	P							100	
44	La Votre Rx, Inc. dba La Votre Rx	P							100	
45	Lauren Pharmacy	P							100	
46	Market Pharmacy, Inc.	P							100	
47	The Marsh Village Pharmacy	P							50	50
48	Marvin J. Lieblin, Inc. dba Family Pharmacy	P							100	
49	Medical Center Pharmacy	P							100	
50	Memorial Medical Center Pharmacy	P					100			
51	Meyers Pharmacy, Inc. dba De Soto Pharmacy	P							70	30
52	Miyade Medical Center Pharmacy dba Medical Center Pharmacy	P					50	50		
53	MJM Healthcare Services, Inc. dba The Medicine Shoppe #1764	P					100			

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

ATTACHEMENT A-2

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

PHARMACY AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
54	MKB Pharmacy Services, Inc. dba Kovacs-Frey Pharmacy	P						100		
55	Modern Healthcare, Inc. dba Modern Health Pharmacy & Ad-Rx Pharmacy	P							100	
56	Nisha Pharmacy, Inc. dba Alpha Drugs	P					100			
57	North Hollywood Medical Arts Pharmacy	P							100	
58	Oakdale Pharmacy, Inc. dba Oakdale Pharmacy	P							50	50
59	Olympic Gerhart Pharmacy, Inc.	P					49		51	
60	Paseo Pharmacy Ltd. dba Paseo Pharmacy	P							100	
61	PharMerica #7020	P							100	
62	PharMerica Drug Systems, Inc. dba PharMerica #7036	P							100	
63	Phnom Pich Pharmacy	P					50	50		
64	Plaza Pharmacy	P			100					
65	Prescriptions Plus Inc. dba Super-Rite Drugs	P					50	50		
66	Rami, Inc. dba Aalpha Pharmacy	P					100			
67	Recovery Pharmaceuticals Inc. dba Knollwood Pharmacy	P							50	50
68	Rely-On Pharmacy, Inc. dba Value Care Pharmacy	P			100					
69	Rivendell, Inc. dba Griffith Drug	P							50	50
70	ROXSAN Pharmacy, Inc.	P								100
71	RXTS Drug Company dba Yee's Prescription Pharmacy	P					50	50		
72	Sayre Medical Pharmacy, Inc.	P							100	
73	Seaside Prescription Pharmacy	P							50	50
74	Shop-Rite Pharmacy	P							100	
75	Skuro Drug Co. dba Key Drug Co.	P							50	50
76	Inf Corp. dba Star Pharmacy	P							100	
77	Sumi Pharmacies, Inc. dba Wards Pharmacy	P							100	
78	Super Care Inc. dba Super Care Pharmacy	P							50	50
79	Super Market Pharmacy	P				100				
80	T.J. Enterprises, Inc. dba Better Value Pharmacy	P					100			

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

ATTACHEMENT A-2

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PERCENTAGE OF OWNERSHIP IN FIRM

PHARMACY AGREEMENTS

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
81	T. J. Enterprises, Inc. dba B & B Pharmacy	P					50	50		
82	Ted Hill dba The Medicine Shoppe	P							50	50
83	TellFond, Inc. dba Karen Pharmacy	P							50	50
84	Thrifty Payless, Inc. dba Rite Aid	P							100	
85	Thu Pharmacy	P						100		
86	Valencia Pharmacy, Inc.	P					100			
87	Vernon-Main Pharmacy	P	100							
88	Robert Feiles and Susan Feiles dba Victory-Tampa Pharmacy	P							50	50
89	Vine Discount Pharmacy & Medical Supply, Inc. dba Vine Discount Pharmacy & Medical Supply	P								100
90	Wellness Pharmacy, Inc. dba Midway Drugs	P					100			
91	Westlake Medical Management, Inc. dba Westlake Pharmacy	P					100			
92	Woori Pharmacy, Inc. dba Woori Pharmacy	P							50	50
93	Zaher Pharmacy & Medical Supply, Inc. dba Nofel Pharmacy	P							100	

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

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