County of Los Angeles
CHIEF EXECUTIVE OFFICE
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LOS ANGELES, CALIFORNIA 90012
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DAVID E. JANSSEN
Chief Executive Officer

Board of Supervisors
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First District

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Second District

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Third District

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MICHAEL D. ANTONOVICH
Fifth District

July 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:

DEPARTMENT OF MENTAL HEALTH: AUTHORIZATION TO SUPERSEDE 24 AFFILIATION AGREEMENTS FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS WITH VARIOUS EDUCATIONAL INSTITUTIONS; ONE AFFILIATION AGREEMENT WITH CEDARS SINAI MEDICAL CENTER; AND ONE AFFILIATION AGREEMENT FOR FORENSIC FELLOWS SERVICES WITH THE UNIVERSITY OF SOUTHERN CALIFORNIA
(ALL SUPERVISORAL DISTRICTS)
(3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health or his designee to prepare, sign, execute, and supersede 24 Affiliation Agreements for Student Professional Development Programs (SPDP), as listed on Attachment A, and in a format substantially similar to Attachment A-1; one (1) Affiliation Agreement with Cedars Sinai Medical Center, in a format substantially similar to Attachment A-2, and one (1) Affiliation Agreement for Forensic Fellows Services with the University of Southern California (USC), in a format substantially similar to Attachment A-3 for Fiscal Years (FY) 2007-08 through 2010-11. The Affiliation Agreements for SPDP and with Cedars-Sinai Medical Center do not have financial obligations or Maximum Contract Amounts (MCA). The Affiliation Agreement for Forensic Fellows Services with USC will continue to be funded with Sales Tax Realignment in the amount of $226,200, and is included in the Department's FY 2007-08 Adopted Budget.

2. Authorize the Director or his designee to enter into future new Affiliation Agreements for SPDP's, substantially similar to Attachment A-1, with qualified universities/educational institutions provided that: 1)) approval of County Counsel and the Chief Executive Office (CEO) or their designee is obtained prior to any such Agreement; and 2) the Director of Mental Health shall notify the Board of Supervisors of Agreement changes in writing within 30 days after execution of each Amendment.

3. Authorize the Director or his designee to prepare and execute future amendments to the Affiliation Agreements for SPDP's, Affiliation Agreement with Cedars Sinai Medical Center, and Affiliation Agreement for Forensic Fellows Services with USC, 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 Executive Office (CEO) or their designee is obtained prior to any such Amendment; 5) the parties by written Amendment mutually agree to reduce programs or services and revise the applicable rate without reference to the 20 percent limitation; 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 Affiliation Agreements include all new and revised contract provisions. The CEO, 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's 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." Supersession of these Agreements will require contractors to be in compliance with the new and revised provisions in County contracts and will continue to promote the collaborative partnership between government and educational institutions.

FISCAL IMPACT/FINANCING

There is no impact on County cost. The Affiliation Agreement for Forensic Fellows Services with USC will continue to be funded with $226,200 of Sales Tax Realignment funds, which are included in the Department of Mental Health's (DMH) FY 2007-2008 Adopted Budget. USC is paid in accordance with the Fee Schedule established for each fiscal year of the term of the Agreement. There are no financial obligations or MCAs for the Affiliation Agreement for Student Professional Development Programs and the Affiliation Agreement with Cedars-Sinai Medical Center.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The supersession of these Agreements is necessary to ensure that all specialized Agreements include all new and revised contract provisions such as: Suspension of Payments; Budget Reductions; Compliance with Applicable Law; Alteration of Terms; and Performance Standards and Outcome Measures.

Affiliation Agreements for Student Professional Development Programs: These Agreements provide students with specialized training at County facilities working with dually diagnosed, severely, and persistently mentally ill and acutely ill populations operated through the Department of Mental Health's network of County mental health facilities.

Affiliation Agreement with Cedars-Sinai Medical Center: This Agreement will continue the professional training program for the education of medical residents to obtain clinical experience in community mental health care.

Affiliation Agreement for Forensic Fellows Services with USC: This Agreement will provide for, but is not limited to, the following psychiatric and psychological services: individual psychotherapy in the Forensic Outpatient Unit, group psychotherapy, court-ordered evaluations, psychotropic medication monitoring, psychological evaluation, consultation, and participation in ongoing research.

The Agreement formats have been approved as to form by County Counsel. The CAO has reviewed the proposed actions. Clinical and administrative staff of DMH will also continue to supervise and administer agreements, 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 the Supervisorial Districts, services provided and Agreement terms, and Attachment A-4 is Contracting with Minority/Women-Owned Firms and Percentage of Ownership in Firms Contracting with the County.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Upon Board approval, the supersession of these agreements will ensure contractor compliance with new and revised contract provisions, and will continue to provide specialized training of students at County mental health facilities.

CONCLUSION

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

Respectfully submitted,

DAVID E. JANSSEN
Chief Executive Officer

DEJ:SRH:SAS
DRJ:DS:bjs

Attachments (5)

c: County Counsel
Director, Department of Mental Health
Chairperson, Mental Health Commission

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

SPECIALIZED CONTRACT SUPERSESSIONS FOR FY 2007-08,2008-09,2009-10 AND 2010-11

AFFILIATION AGREEMENTS FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

Item No.	CONTRACTOR	SUP. DIST. (of school locat. in L.A. County)	Agreement Term	FISCAL YEARS			
				2007-08	2008-09	2009-10	2010-11
1	Antioch University Los Angeles 400 Corporate Pointe, Suite A2035 Culver City, CA 90230	2	2 Yrs.	x	x	N/A	NA
2	Argosy University/Orange County 3501 W. Sunflower Avenue, Suite 110 Santa Ana, CA 92704	N/A	2 Yrs.	x	x	N/A	NA
3	Azusa Pacific University 901 E. Alosta Avenue P. O. Box 7000 Azusa, CA 91702-7000	1	2 Yrs.	x	x	N/A	NA
4	Biola University Rosemead (School of Psychology) 13800 Biola Avenue La Mirada, CA 90639	4	2 Yrs.	x	x	N/A	NA
5	California School of Professional Psychology dba Alliant International University 1000 South Fremont Avenue, Unit 5 Alhambra, CA 91803	5	2 Yrs.	x	x	N/A	NA
6	California State University, Bakersfield 9001 Stockdale Highway, Bldg. DDA Room A1 Bakersfield, CA 93311-1099	N/A	3 Yrs.	x	x	x	NA
7	California State University, Dominguez Hills 1000 East Victoria Street Carson, CA 90747	2	2 Yrs.	x	x	N/A	NA
8	California State University, Long Beach (Department of Social Work) 1250 Bellflower Boulevard Long Beach, CA 90840-0902	4	2 Yrs.	x	x	N/A	NA
9	California State University, Los Angeles 5151 State University Drive Los Angeles, CA 90032	1	3 Yrs.	x	x	x	NA
10	Fielding Graduate University 2112 Santa Barbara Street Santa Barbara, CA 93105	N/A	2 Yrs.	x	x	N/A	NA

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

SPECIALIZED CONTRACT SUPERSESSIONS FOR FY 2007-08,2008-09,2009-10 AND 2010-11

AFFILIATION AGREEMENTS FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS							
Item No.	CONTRACTOR	SUP. DIST. (of school locat. in L.A. County)	Agreement Term	FISCAL YEARS			
				2007-08	2008-09	2009-10	2010-11
11	Fuller Theological Seminary (School of Psychology) 135 North Oakland Avenue Pasadena, CA 91182	5	2 Yrs.	x	x	N/A	NA
12	Loma Linda University 11130 Anderson St., Suite 101 Loma Linda, CA 92350	5	4 Yrs.	x	x	x	x
13	Midwestern University 19555 North 59th Avenue Glendale, AZ 85308	N/A	2 Yrs.	x	x	N/A	NA
14	Mt. San Antonio College 1100 North Grand Avenue Walnut, CA 91789	1	2Yrs.	x	x	N/A	NA
15	Pacifica Graduate Institute 249 Lambert Road Carpinteria, CA 93013	N/A	2 Yrs.	x	x	N/A	NA
16	Pepperdine University (Graduate School of Education & Psychology) 6100 Center Drive Los Angeles, CA 90045	2	2 Yrs.	x	x	N/A	NA
17	Phillips Graduate Institute 5445 Balboa Boulevard. Encino, CA 91316	3	2 Yrs.	x	x	N/A	NA
18	University of California, Los Angeles (Department of Psychology) 1285 Franz Hall P.O. Box 951563 Los Angeles, CA 90095-1563	3	3 Yrs.	x	x	x	NA
19	University of La Verne 1950 Third Street La Verne, CA 91750	5	4 Yrs.	x	x	x	x
20	University of Scranton (Department of Occupational Therapy) Leahy Hall, 3rd Floor Scranton, PA 18510	N/A	2 Yrs.	x	x	N/A	NA

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

SPECIALIZED CONTRACT SUPERSESSIONS FOR FY 2007-08,2008-09,2009-10 AND 2010-11

AFFILIATION AGREEMENTS FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

Item No.	CONTRACTOR	SUP. DIST. (of school locat. in L.A. County)	Agreement Term	FISCAL YEARS			
				2007-08	2008-09	2009-10	2010-11
21	University of Southern California (Keck School of Medicine) 1975 Zonal Avenue, KAM-100E Los Angeles, CA 90033	1	2 Yrs.	x	x	N/A	NA
22	University of Southern California Division of Occupational Science & Therapy 1540 Alcazar St., CHP-133 Los Angeles, CA 90089-9003	1	4 Yrs.	x	x	x	x
23	University of Southern California School of Pharmacy 3551 Trousdale, ADM 150 Los Angeles, CA 90089	2	4 Yrs.	x	x	x	x
24	University of Southern California (School of Social Work) MRF 214 MC 0411 Los Angeles, CA 90089-0411	2	3 Yrs.	x	x	x	NA

AFFILIATION AGREEMENT with CEDARS-SINAI MEDICAL CENTER

Item No.	CONTRACTOR	SUP. DIST.	Agreement Term	FISCAL YEARS			
				2007-08	2008-09	2009-10	2010-11
1	Cedars-Sinai Medical Center 8700 Beverly Blvd., Suite #2015 Los Angeles, CA 90048-1865	3	2 Yrs.	**	**	N/A	N/A

AFFILIATION AGREEMENT FOR FORENSIC FELLOWS SERVICES

Item No.	CONTRACTOR	SUP. DIST. (HQ)	Agreement Term	Fee Schedule Fiscal Years			
				2007-08	2008-09	2009-10	2010-11
1	University of Southern California (Forensic Fellows) Department of Contracts and Grants 2250 Alcazar Street, CSC-219 Los Angeles, CA 90033	1	3 Yrs.	$ 226,200	$ 226,200	$ 226,200	N/A

CONTRACTOR/UNIVERSITY:

_____

_____

Business Address:

_____

_____

_____
Contract Number

_____
Reference Number

Supervisorial District ___All_____

COUNTY OF LOS ANGELES

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

TABLE OF CONTENTS

PARAGRAPH		PAGE
	RECITALS	1
	PREAMBLE	2
1.	SERVICES PROVIDED	5
2.	TERM	5
3.	TERMINATION OF AGREEMENT	6
4.	ADMINISTRATION	6
5.	NOTIFICATION OF TRAINING PROGRAMS	7
6.	LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES	7
7.	INDEMNIFICATION AND INSURANCE	7
8.	TRAINING AND SUPERVISION	10
9.	RESTRICTION, TERMINATION, AND CERTIFICATION OF STUDENT TRAINING	10
10.	STATUS OF STUDENTS	11
11.	RECORDS	11
12.	CONFLICT OF INTEREST	11
13.	STUDENT AGREEMENTS	12
14.	AUTHORIZATION WARRANTY	12
15.	CONTRACTOR/UNIVERSITY RESPONSIBILITY AND DEBARMENT	12
16.	CONTRACTOR'S/UNIVERSITY EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	14
17.	NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	15
18.	CONTRACTOR/UNIVERSITY ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	16
19.	DELEGATION AND ASSIGNMENT BY CONTRACTOR/UNIVERSITY	16
20.	COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS	17
21.	CONTRACTORS/UNIVERSITY CHARITABLE ACTIVITIES COMPLIANCE	17
22.	ALTERATION OF TERMS	17
23.	COMPLIANCE WITH APPLICABLE LAW	18
24.	PERFORMANCE STANDARDS AND OUTCOME MEASURES	18
25.	NOTICES	19

PO: ASOC ____ TCCB ____ Other ____ Mental Health Service Area(s) _____ Countywide _____

TABLE OF CONTENTS

Exhibit A:	Statement of Work
Exhibit B:	Notice of Student Placement
Exhibit C:	Agreement Regarding Participation in Student Professional Development Program
Exhibit D:	Safely Surrendered Baby Law Fact Sheet (In English and Spanish)
Exhibit E:	Attestation Regarding Federally Funded Programs
Exhibit F:	Charitable Contributions Certification

COUNTY OF LOS ANGELES

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

THIS AGREEMENT is made and entered into this_____, by and between the

COUNTY OF LOS ANGELES
(hereafter "COUNTY") and

_____
(hereafter "CONTRACTOR/UNIVERSITY").

Business Address:

_____
_____

RECITALS

WHEREAS, pursuant to California Health and Safety Code Section 1441, COUNTY has established and operates, through its Department of Mental Health (hereafter "DMH"), a network of County mental health facilities (hereafter "FACILITY"); and

WHEREAS, COUNTY educates and trains students through placement experiences which are a required and an integral part of professional academic curriculums; and

WHEREAS, COUNTY is responsible for student professional development programs, and academic institution/professional school (hereafter "CONTRACTOR/UNIVERSITY") desires an affiliation with COUNTY in training students through placement experiences at COUNTY's FACILITY; and

WHEREAS, CONTRACOR/UNIVERSITY and COUNTY have found it to be in the public and in their mutual interest to, from time to time, provide an affiliation for the training of students from various academic institutions/professional schools in the core disciplines of nursing, occupational therapy, psychiatric technician, psychology, public administration, recreational therapy, social work, marriage and family therapy and vocational rehabilitation; and

WHEREAS, it is the purpose of this Agreement to provide students with specialized training at COUNTY's FACILITY working with dually diagnosed, severely, and persistently mentally ill and acutely ill populations, CalWORKs participants, and consumers in both hospital settings and community-based agencies and to provide mental health services, including individual/group, case management, rehabilitation and

continuing care services, to consumers and families affected by mental illness; and

WHEREAS, COUNTY'S Department of Mental Health will provide all students with the required number of hours per week of on-site training at specified program sites; and

WHEREAS, this Agreement is authorized by California Government Code Section 26227 and otherwise.

NOW, THEREFORE, CONTRACTOR/UNIVERSITY and COUNTY agree as follows:

PREAMBLE

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

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

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

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the county Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles

County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

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

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

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

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

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

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

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers

- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

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

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

Service Environment

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

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

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

1. SERVICES PROVIDED: CONTRACTOR/UNIVERSITY shall provide students to COUNTY for training purposes as set forth in Exhibit A (STATEMENT OF WORK) and submit Exhibit B (NOTICE OF STUDENT PLACEMENT) to the Training and Cultural Competency Bureau prior to intended start date, which are attached hereto and incorporated by reference.

2. TERM: The term of this Agreement shall commence on _____ and shall continue in full force and effect through _____. Thereafter, this Agreement shall be automatically renewed for four successive one-year periods, the first commencing _____ and continuing through _____, the second commencing _____ and continuing through _____, the third commencing on _____ and continuing through _____ and the fourth commencing on _____ and continuing through _____, unless the desire of either party to terminate this

Agreement is given in writing to the other party on or before May 31 of any COUNTY fiscal year (July 1 through June 30) in which this Agreement is in effect.

3. TERMINATION OF AGREEMENT:

A. In any event, either party may at any time terminate this Agreement for any reason by giving at least 90 days written notice to the other party.

B. In the event of any interruption of either party's operations by war, fire, insurrection, labor troubles, riots, the natural elements, acts of God, or, without limiting the foregoing, any other cause beyond either party's control which substantially interferes with such party's ability to fulfill any obligation under this Agreement, such party shall immediately inform the other party, and this Agreement may be terminated immediately by either party by giving written notice to the other party.

C. Notwithstanding any other provision of this Agreement, the failure of CONTRACTOR/UNIVERSITY to comply with the terms of this Agreement or any directions by or on behalf of COUNTY issued pursuant thereto, may constitute a material breach thereof, thereby justifying immediate termination or suspension of this Agreement.

4. ADMINISTRATION: The Director of DMH or his authorized designee (hereafter collectively "Director") shall have the authority to administer and monitor this Agreement on behalf of COUNTY. CONTRACTOR/UNIVERSITY shall designate in writing a person who shall have the authority to administer this Agreement on behalf of CONTRACTOR/UNIVERSITY. Director and CONTRACTOR/UNIVERSITY may, in writing, agree from time to time among themselves regarding the policies and procedures necessary to implement and otherwise carry out the purposes of this Agreement and shall provide copies of such writings to each other in accordance with Paragraph 23 (NOTICES). Such policies and procedures shall include, but are not limited to:

A. Procedures to implement Paragraph 5 (NOTIFICATION OF TRAINING PROGRAMS).

B. Policies regarding the certification of successful completion of a student's training.

C. Policies regarding student training hours.

D. Policies regarding the availability of each party's services (e.g., telephone, clerical support, etc.) to students.

E. Policies regarding the use of each party's property (e.g., facilities, supplies, equipment, etc.)

by students and the responsibility of students to return and/or account for such property.

5. NOTIFICATION OF TRAINING PROGRAMS: Each party shall periodically notify the other party of its available training positions and any prerequisites applicable to students who may be sent for training thereunder.

6. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES: CONTRACTOR/UNIVERSITY shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates, as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to COUNTY's FACILITY(IES) and services under this Agreement. CONTRACTOR/UNIVERSITY shall further ensure that all of its officers, employees, and students, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder.

7. INDEMNIFICATION AND INSURANCE:

A. Indemnification: CONTRACTOR/UNIVERSITY shall indemnify, defend and hold harmless COUNTY and COUNTY Special Districts, and their elected and appointed officers, employees, and agents, from and against any and all liability or expense, including defense costs and legal fees, arising from or connected with claims for damages or workers' compensation benefits relating to CONTRACTOR's/UNIVERSITY operations or its services, which result from bodily injury, death, personal injury, or property damage or loss of CONTRACTOR's/UNIVERSITY's property in the care, custody or control of CONTRACTOR/UNIVERSITY except to the extent of COUNTY's or COUNTY Special Districts' negligent acts or omissions.

B. General Insurance requirements: Without limiting CONTRACTOR/UNIVERSITY's indemnification of COUNTY and during the term of this Agreement, CONTRACTOR/UNIVERSITY shall provide and 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/University'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 (or additional covered parties) 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/University to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor/University to provide a bond guaranteeing payment of all such retained losses and related cost, including, but not limited to, expenses or fees, or both. Such bond shall be executed by a corporate 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/University 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/University resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor/University, County may deduct from sums due to Contractor/University any premium costs advanced by County for such insurance.

4. Notification of Incidents, Claims or Suits: Contractor/University 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/University and/or County. Such report shall be made in writing within 24 hours from date of

knowledge of occurrence.

(b) any third party claim or lawsuit filed against Contractor/University arising from or related to services performed by Contractor/University under this Agreement.

(c) any injury to a Contractor/University 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/University under the terms of this Agreement.

5. Compensation for County Costs: In the event that Contractor/University 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/University shall pay full compensation for all costs incurred by County.

C. Insurance Coverage Requirements:

General Liability: Insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

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

Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor/University, its officers or employees with limits of not less than $1 million per occurrence and $2 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement

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".

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

required to cover.

8. TRAINING AND SUPERVISION: COUNTY shall provide training to and supervision of CONTRACTOR/UNIVERSITY's students at FACILITY.

9. RESTRICTION, TERMINATION, AND CERTIFICATION OF STUDENT TRAINING:

A. Restriction: Receiving Party may impose restrictions (e.g., suspension from training program, requirement of supervision, limitation of clinical activities, etc.) on the training of any of CONTRACTOR/UNIVERSITY's students by giving written notice of the nature and duration of such restriction to CONTRACTOR/UNIVERSITY. Receiving Party shall send written reasons for such training restriction to CONTRACTOR/UNIVERSITY within ten days after the date any such restriction is imposed. The requirement of written notice and written reasons described in this Subparagraph A shall not limit the right of COUNTY to impose immediate restrictions upon the clinical activities of such students when required in the interests of patient care.

B. Termination: COUNTY may immediately terminate the training of any of CONTRACTOR/UNIVERSITY's students by giving written notice of such termination to CONTRACTOR/UNIVERSITY. COUNTY shall send written notice stating the reason for such termination to CONTRACTOR/UNIVERSITY within thirty days after the date of termination.

C. Certification of Training Completion: COUNTY shall have the right to refuse to certify that a student of CONTRACTOR/UNIVERSITY has successfully completed COUNTY's training program. All certifications of successful completion of training programs and all refusals of such certifications shall be done in accordance with any policies and procedures regarding certification agreed upon pursuant to Paragraph 4 (ADMINISTRATION).

D. Procedures for Student Disputes: Resolution of any dispute by any of CONTRACTOR/UNIVERSITY's students against CONTRACTOR/UNIVERSITY or COUNTY as a result of any action taken by CONTRACTOR/UNIVERSITY or COUNTY under Subparagraphs A, B, or C above or otherwise, shall be the sole responsibility of CONTRACTOR/UNIVERSITY and shall be in accordance with the policies and procedures, if any, established by CONTRACTOR/UNIVERSITY. Upon written request of CONTRACTOR/UNIVERSITY, COUNTY shall cooperate and assist in such resolution by providing nonconfidential records or information pertinent to such dispute and otherwise as appropriate and necessary.

10. STATUS OF STUDENTS: Notwithstanding any other provision of this Agreement, the parties agree that each student shall at all times remain the student of CONTRACTOR/UNIVERSITY. In this connection, and except as otherwise provided in Paragraph 9 (RESTRICTION, TERMINATION, AND CERTIFICATION OF STUDENT TRAINING), Subparagraph D (Procedures for Student Disputes), CONTRACTOR/UNIVERSITY's students shall at all times be subject to CONTRACTOR/UNIVERSITY's administrative rules and regulations. Each student shall, however, be required to comply with all rules, regulations, and standards of COUNTY's facility unless specifically in conflict, as mutually agreed by COUNTY and CONTRACTOR/UNIVERSITY. The parties shall cooperate to acquaint students with the rules and regulations of FACILITY. Students shall at no time throughout this Agreement be considered officers, employees, or agents of the COUNTY.

11. RECORDS: All records of each party in any way concerning the performance of this Agreement shall be available during normal business hours for inspections and audit by the other party and shall be maintained at a location in Southern California. Such records shall include, but are not limited to:

A. Daily account of the number of person-hours spent by each of CONTRACTOR/UNIVERSITY's students at FACILITY (e.g., record keeping).

B. Student's signature and student's supervisor's signature on record keeping documentation evidencing student's time spent at COUNTY.

C. Semester/quarter reports of:

1. The name of each student involved during the particular calendar month.

2. The year of training of each such student.

3. The total number of person-hours each such student spent at FACILITY.

12. 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/UNIVERSITY or have any direct or indirect financial interest in this Agreement. No officer or employee of CONTRACTOR/UNIVERSITY 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/UNIVERSITY 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/UNIVERSITY warrants that it is not now aware of any facts which create a conflict of interest. If CONTRACTOR/UNIVERSITY 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.

13. STUDENT AGREEMENTS: CONTRACTOR/UNIVERSITY may require its students to execute the Agreement Regarding Participation in Affiliated Training Program attached hereto as EXHIBIT C, or any similar agreement, and a volunteer package provided by the Training and Cultural Competency Bureau as a condition for participation.

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

15. CONTRACTOR/UNIVERSITY RESPONSIBILITY AND DEBARMENT:

A. A responsible Contractor/University is a Contractor/University 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/Universities.

B. The Contractor/University 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/University on this or other Agreements which indicates that the Contractor/University is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Contractor/University 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/University may have with the County.

C. The County may debar a Contractor/University if the Board of Supervisors finds, in its discretion, that the Contractor/University 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/University'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/University may be subject to debarment, the Department will notify the Contractor/University in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor/University 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/University and/or the Contractor/University'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/University should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor/University 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/University has been debarred for a period longer than five years, that Contractor/University 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/University has adequately demonstrated one or more of the following: (1) elimination

of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

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

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

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

16. CONTRACTOR'S/UNIVERSITY'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

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

There are a variety of different reasons why an individual or entity may be excluded from participating in a Federally funded health care program. Sometimes, the exclusion is mandatory and in other cases the Office of 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/University shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor/University or its staff members from such participation in a Federally funded health care program. Contractor/University shall provide the certification set forth in Exhibit E as part of its obligation under this Paragraph 16.

Failure by Contractor/University to meet the requirements of this Paragraph 16 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

17. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor/University shall notify and provide to its employees, who are involved in otherwise related to the subject matter of this Agreement and shall require each subcontractor/University to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in EXHIBIT D of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

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

19. DELEGATION AND ASSIGNMENT BY CONTRACTOR/UNIVERSITY:

A. Contractor/University 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/University may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor/University 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/University 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/University's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor/University, 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/University as it could pursue in the event of default by Contractor/University.

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

21. CONTRACTOR/UNIVERSITY'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/University to complete the certification in Exhibit F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor/University 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)

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

The County's Board of Supervisors or Chief 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.

23. COMPLIANCE WITH APPLICABLE LAW:

A. Contractor shall comply with all Federal, including, but not limited to, Title XIX of the Social Security Act, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

B. Contractor shall indemnify and hold harmless County from and against any and all liability, damages, costs or expenses, including, but not limited 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.

24. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

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

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

To CONTRACTOR/UNIVERSITY: _____

_____

_____

_____

_____

To COUNTY: County of Los Angeles

Department of Mental Health

Contracts Development and

Administration Division

550 South Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention: Richard Kushi, Chief

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Agreement to be subscribed by County's Director of Mental Health or his designee, and University 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

_____

By_____

Name _____

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

A: CSULB Affiliation Agreement Requested Revisions 04/09/07

ATTACHMENT A-2

CONTRACT NUMBER

REFERENCE NUMBER

AFFILIATION AGREEMENT

BY AND BETWEEN

CEDARS-SINAI MEDICAL CENTER

AND

THE COUNTY OF LOS ANGELES

THROUGH ITS

DEPARTMENT OF MENTAL HEALTH

(DMH)

SUMMARY OF CONTENTS

1 INTRODUCTION 6

2 TERM AND TERMINATION 7

3 RESPONSIBILITIES OF MEDICAL CENTER 9

4 RESPONSIBILITIES OF DMH 12

5 FINANCIAL PROVISIONS 15

6 RECORD MAINTENANCE AND DISCLOSURE REQUIREMENTS 15

7 INDEMNIFICATION 16

8 INSURANCE 17

9 ADDITIONAL PROVISIONS 18

TABLE OF CONTENTS

1 INTRODUCTION 6
RECITALS 6

2 TERM AND TERMINATION 7
2.01 TERM. 7
2.02 TERMINATION 7
2.03 TERMINATION DUE TO FORCE MAJEURE. 7
2.04 TERMINATION DUE TO BREACH 7
2.05 IMMEDIATE TERMINATION BY COUNTY 7
2.06 TERMINATION – OTHER. 8

3 RESPONSIBILITIES OF MEDICAL CENTER 9
3.01 RESIDENTS. 9
3.02 STANDARD RESIDENT INFORMATION 9
3.03 ADDITIONAL REQUESTED RESIDENT INFORMATION. 9
3.04 RESIDENT EVALUATION 9
3.05 MEDICAL CENTER'S ACADEMIC COORDINATOR. 9
3.06 RESIDENT SELECTION, TESTING, GRADING, ATTENDANCE AND ACADEMIC RECORDS. 9
3.07 RESIDENTS' IDENTIFICATION BADGE. 10
3.08 MAINTENANCE OF RESIDENTS' PERSONNEL RECORDS. 10
3.09 FACILITY'S AUTHORITY 10
3.10 MEDICAL RECORDS. 10
3.11 TERMINATION OF RESIDENT PARTICIPATION 10
3.12 EXCHANGE OF INFORMATION 10
3.13 RESIDENT CANCELLATION OR CHANGE IN SCHEDULE 10
3.14 RESIDENT INSURANCE 11
3.15 RESIDENTS' RESPONSIBILITIES 11
3.16 MEDICARE GME RULES AND REGULATIONS 12

4 RESPONSIBILITIES OF DMH 12
4.01 RESIDENT ACCEPTANCE 12
4.02 MEDICAL CENTER ACADEMIC COORDINATOR. 12
4.03 FACULTY PHYSICIANS. 12
4.04 LICENSE REQUIREMENT 12
4.05 ORIENTATION. 12
4.06 TRAINING SESSIONS. 12
4.07 RESIDENT SUPERVISION. 12
4.08 CLIENT COMPLAINTS 13
4.09 ADEQUATE STAFFING. 13
4.10 FACILITY RESOURCES. 13
4.11 FACILITY LIBRARY 13
4.12 RESIDENTS' SAFETY 13
4.13 RESIDENT TERMINATION. 14
4.14 FACILITY INSPECTION. 14
4.15 RESIDENT ASSIGNMENTS 14
4.16 RESIDENT PERFORMANCE EVALUATIONS. 14
4.17 DISCIPLINARY ACTION. 14
4.18 MEDICARE GME RULES. 14

5 FINANCIAL PROVISIONS 15
5.01 COST 15
5.02 RESIDENT STIPENDS AND BENEFITS. 15

5.03 NO EMPLOYMENT STATUS BETWEEN PROGRAM RESIDENTS AND DMH 15
5.04 FACILITY PHYSICIAN PARTICIPATION 15

6 RECORD MAINTENANCE AND DISCLOSURE REQUIREMENTS 15
6.01 OWNERSHIP OF CLIENT RECORDS. 15
6.02 RECORD MAINTENANCE 15
6.03 ACCESS TO RECORDS 16
6.04 RECORD DISCLOSURE 16

7 INDEMNIFICATION 16
7.01 MUTUAL INDEMNIFICATION 16
7.02 INDEMNIFICATION SETTLEMENT 17
7.03 SURVIVAL 17

8 INSURANCE 17
8.01 LIABILITY INSURANCE. 17
8.02 WORKERS' COMPENSATION INSURANCE. 17
8.03 INSURANCE COVERAGE 17
8.04 CERTIFICATE OF INSURANCE 18
8.05 SURVIVAL 18

9 ADDITIONAL PROVISIONS 18
9.01 DMH'S QUALITY ASSURANCE PLAN 18
9.02 CONFIDENTIALITY 18
9.03 PATIENTS'/CLIENTS' RIGHTS. 19
9.04 REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS: 19
(a) Elders And Dependent Adults Abuse 19
(b) Minor Children Abuse 19
(c) Medical Center Program Residents 19
(d) Residents' Arrest And Conviction Record. 20
9.05 AFFIRMATIVE ACTION AND NONDISCRIMINATION 20
9.06 NONDISCRIMINATION IN EMPLOYMENT: 20
9.07 FAIR LABOR STANDARDS. 22
9.08 WARRANTY AGAINST CONTINGENT FEES 22
9.09 CONFLICT OF INTEREST 22
9.10 UNLAWFUL SOLICITATION 22
9.11 INDEPENDENT STATUS OF MEDICAL CENTER 23
9.12 DELEGATION AND ASSIGNMENT BY CONTRACTOR 23
9.13 SUBCONTRACTING 24
9.14 GOVERNING LAW, JURISDICTION AND VENUE 24
9.15 COMPLIANCE WITH APPLICABLE LAW 25
9.16 THIRD PARTY BENEFICIARIES. 25
9.17 CAPTION AND PARAGRAPH HEADINGS 25
9.18 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES 26
9.19 SEVERABILITY 26
9.20 ALTERATION OF TERMS. 26
9.21 INTERPRETATION. 26
9.22 FORCE MAJEURE 26
9.23 CONFLICT OF TERMS. 27
9.24 ENTIRE AGREEMENT 27
9.25 WAIVER 27
9.26 EMPLOYMENT ELIGIBILITY VERIFICATION 28
9.27 AUTHORIZATION WARRANTY. 28
9.28 CERTIFICATION OF DRUG-FREE WORK PLACE. 28
9.29 COUNTY LOBBYISTS 28

9.30 CHILD SUPPORT COMPLIANCE PROGRAM: 28
(a) *Medical Center's Acknowledgement of County's Commitment to Child Support Enforcement* *28*
(b) *Medical Center's Warranty of Adherence To County's Child Support Compliance Program:* *29*
9.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT. 29
9.32 USE OF RECYCLED-CONTENT PAPER PRODUCTS 30
9.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT: 30
9.34 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): 32
9.35 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM 32
9.36 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT 33
9.37 COMPLIANCE WITH JURY DUTY SERVICE PROGRAM: 34
(a) *JURY SERVICE PROGRAM* *34*
(b) *WRITTEN EMPLOYEE JURY SERVICE POLICY* *34*
9.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW. 36
9.39 MEDICAL CENTER'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW 36
9.40 CUMULATIVE REMEDIES 37
9.41 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE 37
9.42 PERFORMANCE STANDARDS AND OUTCOME MEASURES 37
9.43 NOTICES 38

FISCAL YEARS

2007-2008 AND 2008-2009

SERVICE EXHIBIT

- Exhibit A — SAFELY SURRENDERED BABY LAW FACT SHEET (IN ENGLISH AND SPANISH)
- Exhibit B — CHARITABLE CONTRIBUTIONS CERTIFICATION
- Exhibit C — ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

INTRODUCTION

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

RECITALS

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

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

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

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

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

TERM AND TERMINATION

2.01 TERM: This Agreement shall commence on July 1, 2007 through June 30, 2009 (Term), unless sooner terminated as provided herein. The parties may, by written amendment, extend the period of this Agreement on an annual basis for three additional one-year periods.

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

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

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

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

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

(a) If DMH determines that:

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

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

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

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

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

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

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

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

RESPONSIBILITIES OF MEDICAL CENTER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

RESPONSIBILITIES OF DMH

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FINANCIAL PROVISIONS

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

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

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

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

RECORD MAINTENANCE AND DISCLOSURE REQUIREMENTS

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

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

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

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

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

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

INDEMNIFICATION

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

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

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

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

INSURANCE

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

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

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

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

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

If to DMH:	Los Angeles County Department of Mental Health 550 South Vermont Avenue Los Angeles, CA 90020 Attention: Director, Contracts Development and Administration
If to Medical Center	Cedars-Sinai Medical Center 8700 Beverly Boulevard, TSB 130 Los Angeles, California 90048-1865 Attention: Director, Risk Management

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

ADDITIONAL PROVISIONS

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

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

agreement to fully comply with all such confidentiality provisions. Each party shall indemnify and hold harmless the other party, its officers, employees, and agents from and against any and all loss, damage, liability, and expense arising from any disclosure of such confidential mental health records and information by the other party, its officers, employees, or agents.

9.03 PATIENTS'/CLIENTS' RIGHTS: Medical Center and Program Residents shall comply with all applicable patients'/clients' rights provisions, including, but not limited to, WIC Sections 5325 et seq., California Code of Regulations (CCR), Title 9, Sections 850 et seq., and CCR, Title 22. Further, Medical Center and Program Residents shall comply with all patients'/clients' rights policies provided by DMH.

9.04 REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

(a) Elders And Dependent Adults Abuse: Medical Center, and all persons employed by Medical Center, shall comply with California WIC Sections 15630 et seq., and shall report all known or suspected instances of physical abuse of elders and dependent adults under the care of the Medical Center either to an appropriate County adult protective services DMH or to a local law enforcement DMH, as mandated by California WIC Sections 15630, 15631 and 15632. Medical Center, and all persons employed by Medical Center, shall make the report on such abuse, and shall submit all required information in accordance with California WIC Sections 15630, 15633 and 15633.5.

(b) Minor Children Abuse: Medical Center, and all persons employed by Medical Center, shall comply with California Penal Code Sections 11164 et seq., and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as mandated by California Penal Code Sections 11164, 11165.8 and 11166. Medical Center, and all persons employed by Medical Center, shall make the report on such abuse, and shall submit all required information in accordance with California Penal Code Sections 11166 and 11167.

(c) Medical Center Program Residents: Medical Center shall assure that each Program Resident shall sign a statement on a form provided by Medical Center in accordance with the above Code sections to the effect that such person has knowledge of, and will comply with, these Code sections.

(d) Residents' Arrest And Conviction Record: For the safety and welfare of elders, dependent adults, and minor children, Medical Center shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective Program Residents and shall not assign any Program Resident convicted of any crime involving any harm to elders, dependent adults, or minor children to the Facility.

9.05 AFFIRMATIVE ACTION AND NONDISCRIMINATION: The parties agree that all Program Residents receiving clinical training pursuant to this Agreement shall be selected and treated equally without discrimination based on race, sex, sexual orientation, color, religion, national origin, ancestry, age, physical disability or medical condition, marital status, mental condition, political affiliation or veteran's status, to the extent required by applicable state and federal laws and regulations.

9.06 NONDISCRIMINATION IN EMPLOYMENT:

(a) Medical Center certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of, race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation, and in compliance with all applicable Federal and State anti-discrimination laws and regulations.

(b) Medical Center shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation. Such action shall include, but not limited to, the following: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising, layoff or termination, rates or pay or other forms of compensation, and selection for training, including apprenticeship. Medical Center shall not discriminate against or harass, not shall it permit harassment of, its employees during employment based upon race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation in compliance with all

applicable Federal and State anti-discrimination laws and regulations. Medical Center shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment, and will comply with the provision of the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.)

(c) Medical Center shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, national origin, ancestry, sex, age, marital status, condition of physical disability (including HIV and AIDS) or mental disability, medical condition (cancer), denial of family care leave, or political affiliation. Further, Medical Center shall give written notice of its obligations under this Section 9.05 to labor organizations with which it has a collective bargaining or other agreement.

(d) Medical Center shall allow County representatives access to its employment records of Physicians-In-Training rotating at County, during regular business hours to verify compliance with the provision of this Section 9.05 when so requested by Director.

(e) If County finds that any of the above provisions has been violated, the same shall constitute a material breach of its Agreement upon which County may immediately terminate or suspend this Agreement. While County reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Medical Center has violated State or Federal Anti-discrimination laws or regulations shall constitute a finding by County that Medical Center has violated the anti-discrimination provisions of this Agreement.

(f) In the event that Medical Center violates any of the anti-discrimination provisions of this Section 9.05, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquated damages in lieu of terminating or suspending this Agreement.

9.07 FAIR LABOR STANDARDS: Medical Center shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify DMH for any violations of this obligation, pursuant to Section 7 ("Indemnification").

9.08 WARRANTY AGAINST CONTINGENT FEES: Medical Center warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for any commission, percentage, brokerage, or contingent fees, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Medical Center for the purpose of securing business. For Medical Center's breach or violation of this warrant, DMH may, in its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.09 CONFLICT OF INTEREST:

(a) No county employee whose position in County enables such employee to influence the award or administration of this agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Medical Center or have any director or indirect financial interest in this Agreement. No officer or employee of Medical Center who may financially benefit from this provision of services hereunder shall in any way participate in county's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

(b) Medical Center shall comply with all conflict of interest laws, ordinances and regulations now in effect or hereafter to be enacted during the term of this Agreement. Medical Center warrants that it is not aware of any facts which create a conflict of interest. If Medical Center hereafter becomes aware of any facts which might reasonable be expected to create a conflict of interest, it shall immediately make full written disclosure of all persons implicated and complete description of all relevant circumstances.

9.10 UNLAWFUL SOLICITATION: Medical Center shall require its Program Residents to acknowledge, in writing, understanding of and agreement to comply with the provision of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative

steps in its performance hereunder to insure that there is no violation of such provisions by its Program Residents.

9.11 INDEPENDENT STATUS OF MEDICAL CENTER:

(a) This agreement is by and between DMH and Medical Center and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or associate, as between DMH and Medical Center. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

(b) Medical Center shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensations and benefits. DMH shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Medical Center.

(c) Medical Center understand and agrees that all persons performing services pursuant to this Agreement are, for purpose of workers' compensation liability, the sole employees of Medical Center and not employees of DMH. Medical Center shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any services performed by or on the behalf of Medical Center pursuant to this Agreement.

(d) Medical Center shall obtain and maintain on file an executed Contractor Employee Acknowledgement of Employer, in the form as contained in the DMH Contractor's Negotiation Package, for each of it employees performing services under this Agreement. Such Acknowledgement shall be executed by each employee an or immediately after the commencement date of this Agreement but in no even later than the date such employee first performs services under this Agreement.

9.12 DELEGATION AND ASSIGNMENT BY CONTRACTOR:

(a) Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part,

without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to this Agreement, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Agreement shall be deductible, at County's sole discretion, against the claims which Contractor may have against County.

(b) Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of this Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

(c) Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

9.13 SUBCONTRACTING: DMH and Medical Center agree that there will be no subcontracting for the term of the Agreement.

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

in accordance with, all laws, regulations, and contractual obligations of County under its agreement with the State.

9.15 COMPLIANCE WITH APPLICABLE LAW: A. Medical Center and its Program Residents shall abide by all DMH and Facility protocols, policies and procedures, rules and regulations, and all applicable Federal, state and local laws, regulations, ordinances, rules, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to their performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

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.

9.16 THIRD PARTY BENEFICIARIES: Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

9.17 CAPTION AND PARAGRAPH HEADINGS: Captions and paragraph headings used in this agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

9.18 LICENSES, PERMITS, REGISTRATIONS AND CERTIFICATES: Each party shall obtain and maintain during the term of this Agreement all appropriate licenses, permits, registrations and certificates as required by law for the provision of their respective services hereunder. Copies of all such licenses, permits, registrations and certifications as required by law shall be made available to DMH or Medical Center, respectively, upon request.

9.19 SEVERABILITY: If any part of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions and the application of such provision to other persons or circumstances shall not be affected thereby and will continue in full force and effect.

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

The County's Board of Supervisors or Chief 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.

9.21 INTERPRETATION: Ambiguities, if any, in this Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the Agreement is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

9.22 FORCE MAJEURE:

(a) Neither party hereto shall be liable for any delay or failure in the performance of any obligation under the Agreement or for any loss or damage (including indirect or consequential damage) to the extent that such nonperformance, delay, loss or damage results from any contingency which is beyond the control of such party, provided such contingency is not caused by the fault or negligence of such party. A

contingency for the purposes of this Agreement shall constitute acts of God, fire, explosions, storms, wars, hostilities, blockades, public disorders, quarantine restrictions, embargoes, strikes or other labor disturbances, and compliance with any law, order, control or insistence by any governmental or military authority.

(b) The party claiming to be affected by such contingency shall give immediate notice to the other party, giving full particulars thereof, and all such contingencies shall, to the extent reasonably possible, be remedied with all reasonable efforts and dispatch. The existence of such contingencies shall justify the suspension of performance hereunder by either party and shall extend the time for such performance for a period of delay; provided, however, that if such period of delay exceeds sixty (60) days from the date of such notice, either party shall have the right to terminate this Agreement.

9.23 CONFLICT OF TERMS: In the event of a conflict between the terms and conditions of the body of the Agreement and the terms and conditions of any of the Exhibits or any other documents related to this Agreement, the terms and conditions contained in the body of the Agreement shall control.

9.24 ENTIRE AGREEMENT: The body of this Agreement and the Exhibit(s) attached hereto and incorporated herein by reference, constitute and are intended to constitute the final, entire, complete and exclusive agreement between the parties hereto pertaining to the subject matter thereof. This Agreement and the Exhibit(s) hereto expressly supersede any and all prior written and oral agreements and understandings between the parties hereto with respect to the subject matter hereof. Without limiting the generality of the foregoing, the terms and provisions of this Agreement and the Exhibit(s) hereto are intended by the parties hereto as a final expression of their agreement with respect to the said terms and provisions and the subject matter hereof, and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement.

9.25 WAIVER: No provision of this Agreement may be waived, changed, modified, or the termination or discharge thereof agreed to except by the mutual written agreement of Medical Center and DMH. The failure of either party to enforce at any time any of the provisions contained herein shall not be construed to be a waiver of the right of such party thereafter to enforce such provisions.

9.26 EMPLOYMENT ELIGIBILITY VERIFICATION: Medical Center warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Medical Center shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Medical Center shall retain all such documentation for the period prescribed by law. Medical Center shall indemnify, defend, and hold harmless DMH, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Medical Center or DMH in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment or persons performing services under this Agreement.

9.27 AUTHORIZATION WARRANTY: Each party executing this Agreement hereby represents and warrants that the persons executing this Agreement for Medical Center and DMH have full authority to enter into this Agreement and to bind the party upon whose behalf such individual has executed this Agreement.

9.28 CERTIFICATION OF DRUG-FREE WORK PLACE: Medical Center certifies and agrees that Medical Center and Program Residents shall comply with DMH's policy of maintaining a drug-free work place. Program Residents shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined in 21 United Stated Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at Facility. If any Program Resident is convicted of or pleads nolo contendere to any criminal drug statute violation occurring at Facility, then Medical Center, within five days thereafter, shall notify Director in writing.

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

9.30 CHILD SUPPORT COMPLIANCE PROGRAM:

(a) Medical Center's Acknowledgement of County's Commitment to Child Support Enforcement: The Medical

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

(b) Medical Center's Warranty of Adherence To County's Child Support Compliance Program:

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

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

9.31 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Medical Center shall notify its employees, and shall require each subcontractor used to perform services pursuant to this Agreement to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

9.32 USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Medical Center agrees to use recycled content paper to the maximum extend possible on the Project.

9.33 CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

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

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

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

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

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

(j) These terms shall also apply to subcontractors of County Contractors.

9.34 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): The Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

9.35 CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Medical Center hereby warrants that neither it nor its staff is restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Medical Center or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any

exclusionary action taken by any agency of the Federal government against Medical Center or one or more staff members barring it or its staff members from participation in a Federally funded health care program, whether such barring is direct or indirect, or whether such barring is whole or in part.

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

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

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

Medical Center shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Medical Center or staff members from such participation in a Federally funded health care program. Medical Center shall provide the certification set forth in Exhibit C as part of its obligation under this Section 9.35.

Failure by Medical Center to meet the requirement of this Section 9.35 shall constitute a material breach of Agreement upon which DMH may immediately terminate or suspend this Agreement.

9.36 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPPA"). Medical Center understands and agrees that it is a "Covered

Entity" under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

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

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

It is expressly understood and agreed, by both parties, that Program Residents will be HIPAA trained by Medical Center prior to commencement of residency at facility.

9.37 COMPLIANCE WITH JURY DUTY SERVICE PROGRAM:

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

(b) WRITTEN EMPLOYEE JURY SERVICE POLICY:

(1) Unless Medical Center has demonstrated to the County's satisfaction either that Medical Center is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020

of the County Code) or that Medical Center qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Medical Center shall have and adhere to a written policy that provides that its employees shall receive from the Medical Center, on an annual basis, no less that five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Medical Center or that the Medical Center deduct from the employee's regular pay the fees received for jury service.

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

(3) If Contractor is not required to comply with the Jury Service program when the Agreement commences, Contractor shall have a

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

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

9.38 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Medical Center shall notify and provide to its employees, and shall require each subcontractor used to perform services pursuant to this Agreement to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment II of this Agreement and is also available on the internet at www.babysafela.org for printing purposes.

9.39 MEDICAL CENTER'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: The Medical Center acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Medical Center understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contactor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business.

The County's Department of Children and Family Services will supply the Medical Center with the posters to be used.

9.40 CUMULATIVE REMEDIES: The remedies herein reserved shall be cumulative, and additional to any other or further remedies provided in law or in equity. No waiver of a breach of any provision of this contract shall constitute a waiver of that provision or any other breach under the Agreement.

9.41 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment B, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)."

9.42 PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

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

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9.43 NOTICES: Any notice or other communication hereunder must be given in writing to the addresses set forth below and must be (i) delivered in person, (ii) sent by facsimile provided that any notice so given is also mailed as provided in Subsection (iv) herein, (iii) delivered by Federal Express® or similar commercial delivery service, or (iv) mailed by certified mail with postage prepaid and return receipt requested, to the party to which such notice or communication is to be given at the addresses set forth below. Each such notice or other communication shall be effective if: (i) given by facsimile, when transmitted; (ii) given by mail, three (3) days after such communication is deposited in the mail and addressed as aforesaid; (iii) given by Federal Express® or similar commercial delivery service, three (3) business days after such communication is deposited with such service and addressed as aforesaid; or (iv) given by any other means when actually delivered at such address:

If to DMH:

Los Angeles County Department of Mental Health
550 South Vermont Avenue
Los Angeles, CA 90020
Facsimile: (213) 427-6166
Attention: District Chief, Service Area 4

If to Medical Center:

Cedars-Sinai Medical Center
8700 Beverly Boulevard, Suite 2015
Los Angeles, CA 90048-1865
Facsimile No. (310) 423-0119
Attention: Senior Vice President
for Academic Affairs

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IN WITNESS WHEREOF, authorized representatives of each party hereto have executed this Agreement effective as of the date stated above in Los Angeles, California.

DMH"

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

By_____
Principal Deputy County Counsel

OS ANGELES COUNTY
DEPARTMENT OF MENTAL HEALTH,
a California government agency

By:_____
Marvin J. Southard, D.S.W.
Director

"MEDICAL CENTER"

CEDARS-SINAI MEDICAL CENTER,
a California nonprofit public benefit corporation

By: _____
Shlomo Melmed, M.D.
Senior Vice President for Academic Affairs

By: _____
Mark H. Rapaport, M.D.
Chairman, Department of Psychiatry

ACKNOWLEDGED AND AGREED TO:

By: _____
Alan T. Lefor, M.D., M.P.H.
Medical Director, Continuing & Graduate Medical Education

I:\DMHASOC1\Cedars Affiliation Agreement\Cedars Affiliation Agreement rev 4-9-07.DOC

EXHIBIT A

CEDARS-SINAI MEDICAL CENTER
AFFILIATION AGREEMENT

SAFELY SURRENDERED BABY LAW FACT SHEET

(IN ENGLISH AND SPANISH)

EXHIBIT B

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

_____
California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

_____ _____
Signature Date

_____
Name and Title of Signer (please print)

EXHIBIT C

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph 9.35 (MEDICAL CENTER'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) 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 Medical Center 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 Medical Center, 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 A-3

CONTRACTOR

University of Southern California

Contract Number

Reference Number

Business Address:

Department of Contracts and Grants

2250 Alcazar Street, CSC-219

Los Angeles, CA 90033

Supervisorial District(s) All

COUNTY OF LOS ANGELES

AFFILIATION AGREEMENT
FOR FORENSIC FELLOWS SERVICES

TABLE OF CONTENTS

	PARAGRAPH	PAGE
	RECITALS	1
	PREAMBLE	1
1.	APPLICABLE DOCUMENTS	4
2.	SERVICES PROVIDED	5
3.	TERM	5
4.	TERMINATION OF AGREEMENT	5
5.	ADMINISTRATION	6
6.	TERMINATION FOR DEFAULT	6
7.	TERMINATION FOR IMPROPER CONSIDERATION	6
8.	PAYMENT	6
9.	REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES	7
10.	AUTHORIZATION WARRANTY	8
11.	INDEMNIFICATION AND INSURANCE	8
12.	LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS	11
13.	COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS	11
14.	HEALTH EXAMINATIONS	11
15.	EMERGENCY HEALTH CARE SERVICE	12
16.	LICENSE, PERMITS REGISTRATIONS, AND CERTIFICATES	12
17.	NONDISCRIMINATION IN SERVICES	12
18.	DELEGATION AND ASSIGNMENT BY CONTRACTOR	13
19.	CAPTIONS AND PARAGRAPH HEADINGS	14
20.	WAIVER	14
21.	AUDIT REPORTS	14
22.	COUNTY AUDIT SETTLEMENTS	14
23.	INFORMATION FOR THIRD-PARTY PAYERS	14
24.	GOVERNING LAW, JURISDICTION AND VENUE	15
25.	COMPLIANCE WITH APPLICABLE LAW	15
26.	CONFIDENTIALITY	15
27.	UNLAWFUL SOLICITATION	16

Mental Health Service Area(s) All

Countywide X

K: S ____ U X

PO: Justice Prog. X

PARAGRAPH		PAGE
28.	CONFLICT OF INTEREST	16
29.	ALTERATION OF TERMS	16
30.	ENTIRE AGREEMENT	16
31.	CONTRACTOR REQUESTED CHANGES	17
32.	INDEPENDENT STATUS OF CONTRACTOR	17
33.	COUNTY LOBBYISTS	17
34.	ANTI-DISCRIMINATION	18
35.	PROJECT PERSONNEL	18
36.	THIRD PARTIES	18
37.	CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	18
38.	FAIR LABOR STANDARDS	19
39.	EMPLOYMENT ELIGIBILITY VERIFICATION	19
40.	CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST	19
41.	CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS	20
42.	AUTHORIZATION WARRANTY	20
43.	QUALITY OF CARE REVIEW	20
44.	COUNTY'S QUALITY ASSURANCE PLAN	20
45.	CHILD SUPPORT COMPLIANCE PROGRAM	20
46.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	21
47.	USE OF RECYCLED-CONTENT PAPER PRODUCTS	21
48.	CONTRACTOR RESPONSIBILITY AND DEBARMENT	21
49.	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	23
50.	HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT	23
51.	COMPLIANCE WITH JURY SERVICE PROGRAM	24
52.	CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW	26
53.	CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	26
54.	PERFORMANCE STANDARDS AND OUTCOME MEASURES	26
55.	NOTICES	27

EXHIBIT A: STATEMENT OF WORK
EXHIBIT B: FEE SCHEDULE
EXHIBIT C: SAFELY SURRENDERED BABY LAW FACT SHEET
EXHIBIT D: ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS
EXHIBIT E: CROSSWALK FACT SHEET
EXHIBIT F: CHARITABLE CONTRIBUTIONS CERTIFICATION

Contract Number_____

AFFILIATION AGREEMENT
FOR FORENSIC FELLOWS SERVICES
BETWEEN THE COUNTY OF LOS ANGELES
AND
UNIVERSITY OF SOUTHERN CALIFORNIA

THIS AFFILIATION AGREEMENT for Forensic Fellows Services (hereafter "Agreement") is made and entered into this ___ day of_____, _____, by and between the University of Southern California (hereafter "CONTRACTOR"), located at the Department of Contracts and Grants, 2250 Alcazar Street, CSC-219 Los Angeles, CA 90033, and the County of Los Angeles on behalf of its Department of Mental Health (hereafter "COUNTY"), located at 550 South Vermont Avenue, Los Angeles, CA 90020.

RECITALS

WHEREAS, COUNTY's Department of Mental Health has a need for, and desires to engage the services of forensic fellow psychiatrists and psychologists with special training and expertise with a post-graduate forensic medical program; and

WHEREAS, CONTRACTOR has forensic fellows who are fully licensed, trained psychiatrists and psychologists and who posses the education, skills, experience, and competency to perform forensic treatment and consulting services; and

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

NOW, THEREFORE, in consideration of the mutual covenants, conditions, representations and warranties contained herein, it is agreed by and between COUNTY and CONTRACTOR as follows:

PREAMBLE

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

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

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

A. Exhibit A - Statement of Work
B. Exhibit B - Fee Schedule
C. Exhibit C - Safely Surrendered Baby Law Fact Sheet
D. Exhibit D - Attestation Regarding Federally Funded Programs
E. Exhibit E - Crosswalk Fact Sheet

F. Exhibit F - Charitable Activities Compliance

2. SERVICES PROVIDED: CONTRACTOR shall provide students to the COUNTY for training purposes as set forth in Exhibit A (STATEMENT OF WORK), which is attached hereto and incorporated by reference.

3. TERM: Upon Board of Supervisors' approval, this Agreement shall commence on Board approval and continue in full force and effect through June 30, 2010, unless the desire of either party to terminate this Agreement is given in writing to the other party on or before May 31 of any COUNTY fiscal year (July 1 through June 30) in which this Agreement is in effect.

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

4. TERMINATION OF AGREEMENT:

A. In any event, either party may at any time terminate this Agreement for any reason by giving at least 90 days written notice to the other party.

B. In the event of any interruption of either party's operations by war, fire, insurrection, labor troubles, riots, the natural elements, acts of God, or, without limiting the forgoing, any other cause beyond either party's control which substantially interferes with such party's ability to fulfill any obligation under this Agreement, such party shall immediately inform the other party, and this Agreement may be terminated immediately by either party by giving written notice to the other party.

C. Notwithstanding any other provision of this Agreement, the failure of CONTRACTOR to comply with the term of this Agreement or any directions by or on behalf of COUNTY issued pursuant thereto may constitute a material breach thereof, thereby justifying immediate termination or suspension of this Agreement.

D. CONTRACTOR shall maintain accurate and complete financial records of its activities and operation relating to this Agreement and, for a period of four (4) years after termination of final settlement under this Agreement, CONTRACTOR shall make available to COUNTY, all of its books, records, documents or other evidence bearing on the costs and expenses of CONTRACTOR under this Agreement with respect to CONTRACTOR's work hereunder. All such material shall be maintained by CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at COUNTY's option, CONTRACTOR shall pay COUNTY for travel, per diem, and other cost incurred by COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location.

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

6. 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 time 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 (5) days for such longer period as COUNTY may authorize in writing after receipts of notice from COUNTY specifying such failure.

B. The rights and remedies of COUNTY provided in this Paragraph 6 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. 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 CONTRACTOR's performance pursuant to the Agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

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

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

8. PAYMENT: In consideration of the performance by CONTRACTOR in a satisfactory manner of the services described in Exhibit A, CONTRACTOR shall be paid in accordance with the Fee Schedule set out in Exhibit B. Total compensation for all services furnished hereunder shall not exceed the sum $226,200 for Fiscal Year 2005-2006 and for each successive Fiscal Year through June 30, 2010, unless amended.

Notwithstanding such limitation of funds, CONTRACTOR agrees to satisfactorily complete all work specified in Exhibit A. To request payment, CONTRACTOR shall submit to the Department of Mental Health's Accounting Division, monthly invoices accompanied by a statement of the number of hours worked by each individual assigned to the project for the invoice period. The report shall be prepared in a format satisfactory to the Chief of the Accounting Division. Payment to CONTRACTOR shall be only upon written approval of the invoice by COUNTY's Project Manager or his/her designated representative. CONTRACTOR shall submit invoice to:

	County of Los Angeles
	Department of Mental Health
	550 South Vermont Avenue, 8th Floor
	Los Angeles, CA 90020
Attention:	Accounts Payable
	Accounting Division

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. CONTRACTOR shall send such notices to those persons and addresses which are set forth in Paragraph 54 (NOTICES).

A. Six Months Notification of Agreement Expiration: CONTRACTOR shall notify COUNTY when this Agreement is within six (6) months of expiration. CONTRACTOR shall send such notice to those persons and addresses which are set forth in Paragraph 55 (NOTICES).

B. 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.

9. REPORTING RESPONSIBILITY AND USE OF COUNTY RESOURCES:

A. COUNTY'S PROJECT MANAGER: CONTRACTOR shall report to COUNTY's Project Manager who shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, the approval of all invoices submitted hereunder by CONTRACTOR, and final acceptance of all documentation and work.

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

Carol Langone, Administrator
Jail Mental Health Services

B. CONTRACTOR'S PROJECT MANAGER: CONTRACTOR's Project Manager shall be responsible for coordination of all administrative and contractual matters relating to this Agreement, including, but not limited to, allocation of CONTRACTOR's resources, submission of invoices, and resolution of any question/disputes. CONTRACTOR's Project Manager shall be:

Bruce Gross, M.B.A., J.D., Ph. D.
Director
University of Southern California
Institute of Psychiatry, Law, and
Behavioral Science
2020 Zonal Avenue
IRD Suite 713
Los Angeles, CA 90033

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

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. Contractor may self-insure any or all of the insurance required in this Agreement.

1) Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to COUNTY shall be delivered to *Department of Mental Health, 550 South Vermont Avenue, Contracts Development and Administration Division, 5th Floor, Los Angeles, CA 90020,* prior to commencing services under this Agreement. Such certificates or other evidence shall:

(a) Specifically identify this Agreement.

(b) Clearly evidence all coverages required in this Agreement.

(c) Contain the express condition that COUNTY is to be given written notice by mail at least 30 days in advance of cancellation for all policies evidenced on the certificate of insurance.

(d) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Agreement.

(e) Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

2) Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

3) Failure to Maintain Coverage: Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the contract upon which COUNTY may immediately terminate or suspend this Agreement. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

4) Notification of Incidents, Claims or Suits: CONTRACTOR shall report to COUNTY:

(a) Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of

a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing as soon as possible after the 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's 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 Employers' Liability coverage with limits of not less than the following:

Each Accident:	One Million Dollars	($1,000,000)
Disease – policy limit:	One Million Dollars	($1,000,000)
Disease – each employee:	One Million Dollars	($1,000,000)

4) Professional Liability: Insurance covering liability arising from any error, omission, negligent or wrongful act of the CONTRACTOR, its officers or employees with limits of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Agreement.

12. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR's performance hereunder or by any provision of this Agreement during this or any of COUNTY's future fiscal years unless and until COUNTY's Board of Supervisors appropriates funds for this Agreement in COUNTY's Budget for each such fiscal year. Should COUNTY, during this or any subsequent fiscal year impose budgetary restrictions which appropriate less than the amount provided for in of this Agreement, COUNTY shall reduce services under this Agreement consistent with such imposed budgetary reductions. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such changes in allocation of funds at the earliest possible date.

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

14. HEALTH EXAMINATIONS: CONTRACTOR shall certify in writing that each fellow selected for participation is in good health, as evidenced by a complete health examination, including, but not limited to, immunization against communicable diseases, which is satisfactory to COUNTY, and which is provided by CONTRACTOR at no cost to COUNTY.

CONTRACTOR shall certify in the same manner the satisfactory health status of any fellow after any absence of such fellow from participation in the training program at COUNTY's facility caused by injury or illness before such fellow recommences participation in such training program.

15. EMERGENCY HEALTH CARE SERVICES: COUNTY shall provide emergency health care services as required to CONTRACTOR's fellows when such fellows are injured or become ill while in the premises of COUNTY's facility pursuant to this Agreement but shall not be responsible for the provision of such services for any injury or illness not occurring during such time. To the extent that CONTRACTOR of such fellows has medical insurance, workers' compensation, or other coverage which will pay COUNTY for such services, COUNTY shall be entitled to bill and collect payment for all services rendered pursuant to this Paragraph.

16. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES: Prior to sending any fellow to COUNTY, CONTRACTOR shall determine that such fellow obtains all appropriate and necessary licenses, permits, registrations, and certificates provided for under Federal, State, and local law. CONTRACTOR shall also ensure that such fellow maintains all such licenses, permits, registrations, and certificates in effect while such fellow performs services at COUNTY's facility.

17. NONDISCRIMINATION IN SERVICES:

A. CONTRACTOR shall not discriminate in the provision of services hereunder because of race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap or medical conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 16, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any services 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 person must meet in order to be provided any service or benefit. CONTRACTOR shall take affirmative action to ensure that intended beneficiaries of this Agreement are provided services without regard to ability to pay or source of payment, race, religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap, or medical conditions.

B. CONTRACTOR shall establish and maintain written complaint procedures under which any person applying for or receiving any services under the Agreement may seek resolution from CONTRACTOR of a complaint with respect to any alleged discrimination in the rendering of services by CONTRACTOR's personnel. Such procedures shall also includes a provision whereby any such person, who is dissatisfied with CONTRACTOR's resolution of the matter, shall be referred by CONTRACTOR to Director for the purpose of presenting his complaint of the

alleged discrimination. Such complaint procedure shall also indicate that if such person is not satisfied with COUNTY's resolution or decision with respect to the complaint of alleged discrimination, such person may appeal the matter to the State, if appropriate.

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

18. 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.

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

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

21. AUDIT REPORTS: In the event that an audit is conducted of CONTRACTOR by a Federal or State auditor, or by any auditor or accountant employed by CONTRACTOR or otherwise, and such audit results in a final report which contains information or conclusions relating to CONTRACTOR's performance of this Agreement, CONTRACTOR shall file a copy of any such audit report, or such portion thereof which is adequate to fully disclose such information or conclusions, with COUNTY's Department of Auditor-Controller within 30 days after receipt thereof. COUNTY shall make a reasonable effort to maintain the confidentiality of any such audit report. Failure of CONTRACTOR to comply with the provision of this Paragraph 21 shall constitute a material breach of this Agreement upon which COUNTY may terminate or suspend this Agreement.

22. COUNTY AUDIT SETTLEMENTS: If, at any time during the term of this Agreement or at any time after the expiration or prior termination of this Agreement, representatives of COUNTY conduct an audit of CONTRACTOR regarding this Agreement and if such audit finds that COUNTY's dollar liability hereunder is less than payments made by COUNTY to CONTRACTOR, then the difference shall be either repaid by CONTRACTOR to COUNTY by cash payment upon demand or, at Director's option, deducted from any amounts due to CONTRACTOR from COUNTY. If such audit finds that COUNTY's dollar liability hereunder is more than payments made by COUNTY to CONTRACTOR, then the difference shall be paid to CONTRACTOR by COUNTY by cash payment.

23. INFORMATION FOR THIRD-PARTY PAYERS:

A. Reports: CONTRACTOR shall provide reasonable assistance to COUNTY with respect to the provision of financial and other information as may be required by COUNTY in preparation of cost and other financial reports required by the California Office of Statewide Health Planning and Development, the California Department of Health Services, the Medicare and Medi-Cal intermediaries, and other carriers or other third-party payers requesting such information.

B. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (1) of the Social Security Act 42 United States Code Section 1395x(v) (1) (1) is applicable, CONTRACTOR agrees that for a period of five (5) years following the furnishing of services under this Agreement, CONTRACTOR shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services, to the Controller General of the United States, and to any of their duly authorized representatives, the contracts, books, documents and

records of the party which are necessary to verify the nature and the extent of the cost of services provided hereunder.

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

25. COMPLIANCE WITH APPLICABLE LAW:

A. CONTRACTOR shall comply with all Federal, 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 reasonable attorneys' fees, arising from 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.

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

27. UNLAWFUL SOLICITATION: CONTRACTOR shall require all of its employees providing services hereunder to acknowledge, in writing, understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of California Business and Professions Code (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to insure that there is no violation of such provisions by its employees. CONTRACTOR shall utilize the attorney referral service of all those bar associations within the County of Los Angeles that have such a service.

28. CONFLICT OF INTEREST:

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

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

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

The County's Board of Supervisors or Chief 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.

30. ENTIRE AGREEMENT: The Body of this Agreement, Attachments and Exhibits attached hereto and incorporated herein by reference, and Contractor's Negotiation Package for this Agreement, as approved in writing by Director, including any addenda thereto as approved in writing by Director, which are hereby incorporated herein by reference but not attached, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or

oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the boy of this Agreement and the other reference documents, or between such other documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and its definitions and then to such other documents according to the following priority:

A. Statement of Work

B. Fee Schedule

31. CONTRACTOR REQUESTED CHANGES:

A. If Contractor desires any change in the terms and conditions of this Agreement, Contractor shall request such change in writing prior to April 1 of the Fiscal Year for which the change would be applicable, and all changes shall be made by an amendment pursuant to Agreement Paragraph 29 (ALTERATION OF TERMS).

B. If Contractor requests to increase or decrease any Fee Schedule Amount, such request and all reports, data, and other information requested by DMH'S Contracts Development and Administration Division, shall be received by DMH's Contracts Development and Administration Division for review prior to April 1 of the Fiscal Year in which the increase or decrease has been requested by Contractor.

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

CONTRACTOR understands and agrees that all persons who are non-COUNTY compensated employees of CONTRACTOR and who are furnishing services to COUNTY pursuant to the Agreement are, for purposes of workers' compensation liability, employees solely of CONTRACTOR and not of COUNTY.

CONTRACTOR shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any of the aforementioned persons for injuries arising from or connected with services performed on behalf of CONTRACTOR pursuant to this Agreement.

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

34. ANTI-DISCRIMINATION: CONTRACTOR certifies and agrees that all persons employed by CONTRACTOR, its affiliates, subsidiaries or holding companies, are and will be treated equally by CONTRACTOR without regard to, or because of, race, religion, ancestry, national origin or sex, and in compliance with all anti-discrimination laws of California and the United States. CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders or vendors without regard to, or because of, race, religion, ancestry, national origin or sex. CONTRACTOR shall allow COUNTY access to its employment records during regular business hours to verify compliance with these provisions when so requested by COUNTY. If COUNTY finds that any of these provisions have been violated, such violation shall constitute a material breach of contract upon which COUNTY may determine to cancel, terminate, or suspend this Agreement. In addition to an independent finding by COUNTY of such violation, a finding by the State of California or by the United States of violation shall constitute a finding by COUNTY of such violation. CONTRACTOR and COUNTY agree that in the event of a violation by CONTRACTOR of the anti-discrimination provisions of this Agreement, COUNTY shall, at its option, be entitled to the sum of FIVE HUNDRED DOLLARS ($500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

35. PROJECT PERSONNEL: CONTRACTOR further represents and warrants that all forensic fellows performing work under this Agreement have the necessary training, education, and licensure required to perform service under this Agreement.

36. THIRD PARTIES: The parties understand and agree that this Agreement establishes an agreement between the parties hereto only for the purpose of providing services as set forth in this Agreement and that this Agreement is not intended, and shall not be construed as providing any rights to, or expanding any rights, of any third party, including, but not limited to, any fellow.

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

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

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

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

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

Failure by Contractor to meet the requirements of this Paragraph 53 shall constitute a material breach of Agreement upon which County may immediately terminate or suspend this Agreement.

38. 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.

39. EMPLOYMENT ELIGIBILITY VERIFICATION: CONTRACTOR warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. CONTRACTOR shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for the period prescribed by law. CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, its officers and employees from and against any employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

40. 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 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.

41. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) PARTICIPANTS: Should CONTRACTOR require additional or replacement personnel after the effective date of this Agreement, CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program who meet CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN participants by job category to the CONTRACTOR.

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

43. QUALITY OF CARE REVIEW: The parties agree to cooperate to the extent reasonably necessary and practicable in coordinating quality of care review activities relating to any service provided by any fellow exchanged hereunder.

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

45. 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 employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

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 pursuant to Subparagraph A (CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program) shall constitute a default be CONTRACTOR under this Agreement. Without limiting the rights and remedies available to COUNTY under any other provision of this Agreement, failure to cure such default within 90 days of notice by the Los Angeles County District Attorney shall be grounds upon which the COUNTY Board of Supervisors may terminate this Agreement pursuant to Agreement Paragraph 6 (TERMINATION FOR DEFAULT).

46. 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.

47. 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.

48. 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 material term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed a material act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of

business integrity or business honesty; or (4) made or submitted a false claim against the County or any other public entity.

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

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

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

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

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

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

of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board."

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

49. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): CONTRACTOR hereby acknowledges that the COUNTY is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, or excluded from securing 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 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.

50. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

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

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

C. CONTRACTOR and COUNTY understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of HIPAA law and implementing regulations related to Transactions and Code Sets,

Privacy, and Security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees and agents) for its failure to comply with HIPAA.

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

(1) COUNTY desires to clarify IS terminology under this Agreement as it relates to HIPAA, and, accordingly, has set forth in Exhibit E (CROSSWALK FACT SHEET) a "crosswalk" of technical terms, definitions and language to be used with this Agreement.

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

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

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

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

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

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

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

51. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

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

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

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

(4) CONTRACTOR's violation of this section of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, COUNTY may,

in its sole discretion, terminate the Agreement and/or bar CONTRACTOR from the award of future COUNTY Agreements for a period of time consistent with the seriousness of the breach.

52. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. 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. 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.

53. 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 F, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

54. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor shall comply with all applicable Federal, State, and County policies and procedures relating to performance standards and outcome measures. This is applicable whenever specific Federal or State funding, which has policies or procedures for performance standards and/or outcome measures has been included as part of the Contractor's contract and shall apply for all County policies, procedures, or departmental bulletins approved by the Director or his designee for performance standards and/or outcome measures. County will notify Contractor whenever County policies or procedures are to apply to this contract provision (e.g., AB 2034 grant) at least, where feasible, 30 calendar days prior to implementation.

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

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55. NOTICES: All notices or demands required or permitted to be given under this Agreement shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties at the following addresses and to the attention of the persons named. Director shall have the authority to execute all notices or demands which are required or permitted by COUNTY under this Agreement. Addresses and persons to be notified may be changed by either party by giving ten (10) days prior written notice thereof to the other party.

To CONTRACTOR:	University of Southern California
	Department of Contracts and Grants
	2250 Alcazar Street, CSC-219
	Los Angeles, CA 90033
Attention:	Lynzee Engel Browning, Contracts and Grants Administrator
Copy To:	University of Southern California
	Institute of Psychiatry, Law, and Behavioral Science
	P.O. Box 86125
	Los Angeles, CA 90086-0125
Attention:	Bruce Gross, M.B.A., J.D., Ph.D.
	Director
To COUNTY:	County of Los Angeles
	Department of Mental Health
	Contracts Development and Administration Division
	550 South Vermont Avenue, 5th Floor
	Los Angeles, CA 90020
Attention:	Richard Kushi, Chief

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IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed by COUNTY's Director of Mental Health or his designee, and CONTRACTOR has caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

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

University of Southern California
CONTRACTOR

By_____

Name_____

Title_____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development
and Administration Division

AffiliationAgmt_Supersession_07-08 (4/10/07)

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

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

AFFILIATION AGREEMENTS
with Various Educational Institutions

	Contractor/Firm	Firm Status	Black/African American		Hispanic/Latin American		Asian American		White	
			% Men	% Women	% Men	% Women	% Men	% Women	% Men	% Women
1	Antioch University Los Angeles	N/A								
2	Argosy University/Orange County	N/A								
3	Azusa Pacific	N/A								
4	Biola University Rosemead (School of Psychology)	N/A								
5	California School of Professional Psychology dba Alliant International University	N/A								
6	California State University, Bakersfield	N/A								
7	California State University, Dominguez Hills	N/A								
8	California State University, Long Beach (Department of Social Work)	N/A								
9	California State University, Los Angeles	N/A								
10	Fielding Graduate Institute	N/A								
11	Fuller Theological Seminary (School of Psychology)	N/A								
12	Loma Linda University	NA								
13	Midwestern University	N/A								
14	Mt. San Antonio College	N/A								
15	Pacifica Graduate Institute	N/A								
16	Pepperdine University (Graduate School of Education & Psychology)	N/A								
17	Phillips Graduate Institute	N/A								
18	University of California, Los Angeles (Department of Psychology)	N/A								
19	Uniersity of La Verne	N/A								
20	University of Scranton (Department of Occupational Therapy)	N/A								
21	University of Southern California (Keck School of Medicine)	N/A								
22	University of Southern California School of Pharmacy									
23	University of Southern California (School of Social Work)	N/A								
24	University of Southern California Division of Occupational Science & Therapy	N/A								
1	Cedars-Sinai Medical Center	N/A								
1	University of Southern California - Forensic Fellows	N/A								

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

N/A = Designated as an academic institution and is contracted for educational training.