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

MARVIN J. SOUTHARD, D.S.W.
Director
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Chief Deputy Director
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Medical Director

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

35 OF JUNE 9, 2015

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

June 09, 2015

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

Dear Supervisors:

APPROVAL TO RENEW AFFILIATION AGREEMENTS WITH SEVEN EDUCATIONAL INSTITUTIONS FOR STUDENT INTERNS PARTICIPATING IN THE STUDENT PROFESSIONAL DEVELOPMENT PROGRAM
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval to renew Affiliation Agreements with seven educational institutions for the continuation of clinical and administrative placements/internships for students participating in the Student Professional Development Program. The Student Professional Development Program offers participating students hands-on training while they provide supervised administrative and clinical services at Los Angeles County Department of Mental Health directly-operated clinics.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Director of Mental Health (Director), or his designee, to prepare, sign, and execute seven Affiliation Agreements, substantially similar to Attachment I, with the educational institutions listed in Attachment II, for the continuation of the educational training partnerships connected with the Student Professional Development Program (SPDP). These Affiliation Agreements allow for the fulfillment of educational and training requirements for participating students through placement/internship experiences which are a requisite and an integral part of professional academic curriculums. The Agreements will be effective July 1, 2015 through June 30, 2016 with four automatic one-year renewal options through FY 2019-20. The affiliation agreements for SPDP do not have financial obligations.

2. Authorize the Director, or his designee, to enter into future new Affiliation Agreements with qualified universities or other educational institutions for the SPDP, and to execute amendments to

existing or future Affiliation Agreements provided that: 1) approval of County Counsel, or designee, is obtained prior to any such agreements or amendments; 2) any revisions are used to provide additional services or to reflect program, or agreement boilerplate revisions; and 3) the Director notifies your Board and the Chief Executive Officer (CEO) of changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DMH to renew Affiliation Agreements with seven educational institutions, listed in Attachment II, currently participating in the SPDP. In addition, Board approval will allow DMH to execute future Affiliation Agreements with qualified universities or other educational institutions for new SPDP contracts as necessary.

The SPDP provides hands-on specialized training in clinical and administrative settings at DMH directly-operated facilities to students in the fields of nursing, occupational therapy, psychiatric technician, psychology, public administration, social work, marriage and family therapy, and vocational rehabilitation. Students selected to participate in the SPDP are placed by their respective educational institutions at sites specified by DMH as participating SPDP internship sites. While in placement/internship, students, under the direct supervision of DMH clinical and administrative professionals, provide administrative or clinical services at participating DMH programs/sites.

Failure to renew SPDP Affiliation Agreements will result in the loss of long-standing training partnerships with local accredited universities, directly affecting the education and training of the future public mental health workforce.

The current SPDP Affiliation Agreements expire June 30, 2015. Renewal of these agreements will ensure the SPDP continues for FY 2015-16, with an option of four automatic one-year renewal options through FY 2019-20.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

There is no financial obligation associated with SPDP Affiliation Agreements. SPDP Affiliation Agreements offer participating students administrative and clinical training and supervision by DMH professional staff at DMH directly-operated clinics. While receiving training and supervision, SPDP students provide in-kind administrative and direct clinical services for/to mental health consumers seeking services at selected DMH directly-operated programs.

There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 2003, DMH has participated in educational partnerships with participating universities and educational institutions in Los Angeles County through SPDP Affiliation Agreements. The goal of the program since its inception has been to partner with local universities and professional schools to educate and train students in the fields of nursing, occupational therapy, psychiatric technician,

psychology, public administration, social work, marriage and family therapy, and vocational rehabilitation, through placement experiences, offering an opportunity to not only fulfill requirements of professional academic curriculums, but also to ensure specialized and DMH specific exposure and training to the future workforce.

Currently, 25 universities, including those seven currently up for renewal and listed in Attachment II, participate in the program. The program places nearly 200 students yearly in administrative or clinical educational placements. Students are trained to provide comprehensive mental health services to DMH consumers through this program while receiving training and supervision. DMH programs participating in the SPDP are located across all eight service areas in the County.

DMH mental health professional staff members supervise SPDP participants in gaining extensive knowledge and experience in providing specialized mental health services, including the use of Evidence-Based Practices. Approval to renew the existing seven agreements and engage in new agreements with qualified educational institutions will allow DMH to continue to partner with these universities in providing high quality specialty mental health training to students, ensuring a well-trained future workforce for the public mental health system in Los Angeles.

The Agreement format, Attachment I, has been approved as to form by County Counsel. DMH will continue to supervise and monitor adherence to the Agreement's provisions, DMH policies, and to ensure that quality services are being provided to clients.

CONTRACTING PROCESS

Universities and other educational institutions that seek to develop hands-on training and supervision opportunities with mental health professionals for students in the fields of nursing, occupational therapy, psychiatric technician, psychology, public administration, social work, marriage and family therapy, and vocational rehabilitation contact DMH to request participation in the SPDP. DMH will enter into new Affiliation Agreements with qualified educational institutions for their students to receive specialized training and clinical experience within DMH.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

DMH, its consumers, and the students of qualified universities and other educational institutions participating in the SPDP benefit greatly from these agreements. Participating students fulfill their educational and training requirements by receiving supervised training in administrative and clinical settings at directly-operated DMH clinics from DMH mental health professional staff. DMH, through the SPDP, can increase clinical service capacity to mental health consumers via services offered by students participating in the SPDP program. In addition, the public mental health system benefits from these affiliation agreements, as participating students become a well-trained potential workforce recruitment pool for the public mental health system in Los Angeles County.

Respectfully submitted,

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

MJS:DM:RK:DKH:y
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Enclosures

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

CONTRACTOR/UNIVERSITY:

_____ Contract Number_____

_____

Business Address: Reference Number_____

_____

_____ Supervisorial District ___All_____

COUNTY OF LOS ANGELES

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

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COUNTY OF LOS ANGELES

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

THIS AGREEMENT is made and entered into this day of , 20 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, CONTRACTOR/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, social work, marriage and family therapy and vocational rehabilitation, and gerontology; 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:

1. APPLICABLE DOCUMENTS: Exhibits A, B, C, D, E, F, G, H and I 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:

1.1	EXHIBIT A -	Statement of Work
1.2	EXHIBIT B -	Notice of Student Placement
1.3	EXHIBIT C -	Agreement Regarding Participation in student Professional Development Program
1.4	EXHIBIT D -	CONTRACTOR/UNIVERSITY's EEO Certification
1.5	EXHIBIT E -	Attestation Regarding Federally Funded Programs
1.6	EXHIBIT F -	Charitable Contributions Certification
1.7	EXHIBIT G -	Forms Required at the Time of Contract Execution
1.8	EXHIBIT H -	Jury Service Ordinance
1.9	EXHIBIT I -	Safely Surrendered Baby Law

2. 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.

3. TERM: The term of this Agreement shall commence on July 1, 2015 and shall continue in full force and effect through June 30, 2016. Thereafter, this Agreement shall be automatically renewed for four successive one-year periods, the first commencing July 1, 2016 and continuing through June 30, 2017, the second commencing July 1, 2017 and continuing through June 30, 2018 , the third commencing on July 1, 2018 and continuing through June 30, 2019, the fourth commencing on July 1, 2019 and continuing through June 30, 2020, 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.

4. CONTRACTOR ALERT REPORTING DATABASE (CARD): The County maintains databases that tract/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

5. 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.

6. 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 74 (NOTICES). Such policies and procedures shall include, but are not limited to:

A. Procedures to implement Paragraph 6 (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.

7. 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.

8. MONETARY OBLIGATION: There shall be no monetary obligation hereunder between Contractor/University or County, to each other, or by County to any student or to any instructor participating in the training program hereunder.

9. 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.

10. **ACCREDITATION AND STATE APPROVAL**: Contractor/University's training programs are fully accredited by a recognized educational institution accreditation body. Documentation of such accreditation has heretofore been provided to Director. Such programs have also been approved to the extent legally required by the California Department of Education. If such accreditation or approval is discontinued or withdrawn, or both, this Agreement shall terminate on the effective date of such withdrawal or termination.

11. **INDEMNIFICATION**: CONTRACTOR/UNIVERSITY shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR/UNIVERSITY's acts and/or omissions arising from and/or relating to this Agreement including allegations of sexual misconduct by Contractor or its students or employees.

County shall indemnify, defend and hold harmless CONTRACTOR/UNIVERSITY/UNIVERITY and its trustees, 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 COUNTY's acts and/or omissions arising from and/or relating to this Agreement.

12. **GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE**: Without limiting CONTRACTOR/UNIVERSITY's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, CONTRACTOR/UNIVERSITY shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Section 13 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon CONTRACTOR/UNIVERSITY pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the CONTRACTOR/UNIVERSITY for liabilities which may arise from or relate to this Agreement.

12.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the CONTRACTOR/UNIVERSITY's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to CONTRACTOR/UNIVERSITY's policy expiration dates. Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the CONTRACTOR/UNIVERSITY identified as the contracting party in this

Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

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

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

County of Los Angeles
Department of Mental Health
550 South Vermont Avenue, 5th Floor
Los Angeles, CA 90020
Attention: Contracts Development and Administration Division

CONTRACTOR/UNIVERSITY also shall promptly report to County any injury or property damage accident or incident, including any injury to a CONTRACTOR/UNIVERSITY employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to CONTRACTOR/UNIVERSITY. CONTRACTOR/UNIVERSITY also shall promptly notify County of any third party claim or suit filed against CONTRACTOR/UNIVERSITY or any of its SUB-CONTRACTOR/UNIVERSITY which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against CONTRACTOR/UNIVERSITY and/or County.

12.2 **Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under CONTRACTOR/UNIVERSITY's Student Professional Liability Insurance Program (SPLIP) with respect to liability arising out of CONTRACTOR/UNIVERSITY's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the CONTRACTOR/UNIVERSITY's acts or omissions, whether such liability is attributable to the CONTRACTOR/UNIVERSITY or to the County. The policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein.

12.3 **Cancellation of Insurance**

Except in the case of cancellation for non-payment of premium, CONTRACTOR/UNIVERSITY's insurance policies shall provide, and Certificates shall specify, that County shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County in event of cancellation for non-payment of premium.

12.4 **Failure to Maintain Insurance**

CONTRACTOR/UNIVERSITY's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Agreement, upon which County immediately may withhold payments due to CONTRACTOR/UNIVERSITY, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from CONTRACTOR/UNIVERSITY resulting from said breach.

12.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A-:VII unless otherwise approved by County.

12.6 **CONTRACTOR/UNIVERSITY's Insurance Shall Be Primary**

CONTRACTOR/UNIVERSITY's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to CONTRACTOR/UNIVERSITY. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any CONTRACTOR/UNIVERSITY coverage.

12.7 **Waivers of Subrogation**

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

12.8 **SUBCONTRACTOR/UNIVERSITY Insurance Coverage Requirements**

Insurance Coverage Requirements are in accordance with Paragraph 63 (Subcontracting).

12.9 Deductibles and Self-Insured Retentions (SIRs)

CONTRACTOR/UNIVERSITY's policies shall not obligate the County to pay any portion of any CONTRACTOR/UNIVERSITY deductible or SIR. Contractor shall notify County of any such deductible of SIR.

12.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. CONTRACTOR/UNIVERSITY understands and agrees it shall maintain such coverage for a period of not less than three (3)

years following Agreement expiration, termination or cancellation.

12.11 **Application of Excess Liability Coverage**

CONTRACTOR/UNIVERSITYs may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

12.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

12.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, CONTRACTOR/UNIVERSITY use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

12.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

13. **INSURANCE**:

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

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

13.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of CONTRACTOR/UNIVERSITY's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

13.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If CONTRACTOR/UNIVERSITY will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the

County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to CONTRACTOR/UNIVERSITY's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

13.4 **Sexual Misconduct Liability**

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

13.5 **Professional Liability/Errors and Omissions**

Insurance covering CONTRACTOR/UNIVERSITY's liability arising from or related to this Agreement, with limits of not less than $1 million per claim and $2 million aggregate. Further, CONTRACTOR/UNIVERSITY understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

13.6 **Student Coverage**

Students assigned to Program shall be responsible for their own health insurance and shall provide evidence of such coverage to CONTRACTOR/UNIVERSITY and County.

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

15. **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 6 (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.

16. 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 14 (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.

17. 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.

18. CONFLICT OF INTEREST:

A. No COUNTY employee whose position in COUNTY enables such employee to influence the award or administration of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by CONTRACTOR/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.

19. 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.

20. 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.

21. 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 CONTRACTOR/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/UNIVERSITY Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR/UNIVERSITY 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/UNIVERSITY Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR/UNIVERSITY 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. 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.

l. These terms shall also apply to SubContractor/UNIVERSITY of County CONTRACTOR/UNIVERSITY.

22. CONTRACTOR/ 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 SUBCONTRACTOR/UNIVERSITY 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 22.

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

23. 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 I of this Agreement and is also available on the Internet at **www.babysafela.org** for printing purposes.

24. CONTRACTOR/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 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.

25. 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/UNVERSITY 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/.

26. 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.

27. 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 CONTRACTOR/UNIVERSITY to complete the certification in Exhibit F, the County seeks to ensure that all County CONTRACTOR/UNIVERSITY 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)

28. 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 Executive Officer. To implement such orders, an Amendment to the Agreement shall be prepared and executed by the CONTRACTOR/UNIVERSITY and by the Director of Mental Health.

29. COMPLIANCE WITH APPLICABLE LAW:

A. CONTRACTOR/UNIVERSITY 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/UNIVERSITY 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/UNIVERSITY, its officers, employees, or agents, of any such Federal, State or local laws, ordinances, rules, regulations, manuals, guidelines, ADA standards, or directives.

C. CONTRACTOR/UNIVERSITY 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/UNIVERSITY agrees to notify County of any and all legal complaints, citations, enforcement proceedings, administrative proceedings, judgments or litigation, known to CONTRACTOR/UNIVERSITY, whether civil or criminal initiated against CONTRACTOR/UNIVERSITY, 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.

30. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The CONTRACTOR/UNIVERSITY 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/UNIVERSITY'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/UNIVERSITY 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/UNIVERSITY.

31. FORCE MAJEURE: Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's SUBCONTRACTOR/UNIVERSITYs), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

Notwithstanding the foregoing, a default by a SUBCONTRACTOR/UNIVERSITY of CONTRACTOR/UNIVERSITY shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR/UNIVERSITY and such SUBCONTRACTOR/UNIVERSITY, and without any fault or negligence of either of them. In such case,

CONTRACTOR/UNIVERSITY shall not be liable for failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR/UNIVERSITY were obtainable from other sources in sufficient time to permit CONTRACTOR/UNIVERSITY to meet the required performance schedule. As used in this sub-paragraph, the term "SUBCONTRACTOR/UNIVERSITY" and "SUBCONTRACTOR/UNIVERSITYs" mean SUBCONTRACTOR/UNIVERSITYs at any tier.

In the event CONTRACTOR/UNIVERSITY's failure to perform arises out of a force majeure event, CONTRACTOR/UNIVERSITY agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

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

33. MODIFICATION AND CHANGE NOTICES:

A. For any change which affects the scope of work, period of performance, payments, or any term or condition included in this Agreement, a negotiated written modification to this Agreement shall be prepared and executed by COUNTY's Project Manager and CONTRACTOR/UNIVERSITY.

B. For any change which does not affect the scope of work, period of performance, payments, or any term or condition included in this Agreement, a change notice shall be prepared and executed by the COUNTY's Project Manager and CONTRACTOR/UNIVERSITY.

34. WAIVER: No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

35. CONFIDENTIALITY: CONTRACTOR/UNIVERSITY shall maintain the confidentiality of all records and information, including, but not limited to, claims, COUNTY records, patient/client records and information, and Integrated Systems 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/UNIVERSITY 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/UNIVERSITY 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.

36. AMENDMENTS:

A. For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the CONTRACTOR/UNIVERSITY and by Director of Mental Health (Director) or his designee.

B. The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR/UNIVERSITY and by Director or his designee.

C. The Director, or his/her designee, may at his/her sole discretion, authorize extensions of time as defined in Paragraph - Term of Contract. The CONTRACTOR/UNIVERSITY agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR/UNIVERSITY and by the Director, or his designee.

37. 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 the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR/UNIVERSITY under this Contract shall also be reduced correspondingly. The County's notice to the CONTRACTOR/UNIVERSITY regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR/UNIVERSITY shall continue to provide all of the services set forth in this Contract.

38. COMPLAINTS: The CONTRACTOR/UNIVERSITY shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

A. The CONTRACTOR/UNIVERSITY shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within 30 business days of receiving the complaint.

B. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

C. Copies of all written responses shall be sent to the County's Project Manager within 5 business days of mailing to the complainant.

39. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996:

A. The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996, its implementing regulations ("HIPAA"), and subtitle D, Privacy, of the Health Information Technology for Economic and Clinical Health Act ("HITECH"). Contractor expressly acknowledges and

agrees that the provision of services under this Agreement does not require or permit access by Contractor or any of its employees to any patient medical records. Accordingly, Contractor shall instruct its employees that they are not to pursue or gain access to patient medical records for any reason whatsoever.

Notwithstanding the foregoing, the parties acknowledge that, in the course of the provision of services hereunder, Contractor or its employees may have inadvertent access to patient medical records. Contractor understands and agrees that neither it nor its employees are to take advantage of such access for any purpose whatsoever. Additionally, in the event of such inadvertent access, Contractor and its employees shall maintain the confidentiality of any information obtained and shall notify supervisory personnel that such access has been gained immediately or upon the first reasonable opportunity to do so.

In the event of any access, whether inadvertent or intentional, Contractor shall indemnity, defend, and hold harmless County, its officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with Contractor's or its employees' access to patient medical records. Contractor agrees to provide appropriate training to its employees regarding their obligations in this regard.

40. COMPLIANCE WITH CIVIL RIGHTS LAWS: The Contractor/University hereby assures that it will comply with subchapter vi of the civil rights act of 1964, 42 usc sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this contract or under any project, program, or activity supported by this contract. the Contractor/University shall comply with exhibit d - Contractor/University's EEO Certification.

41. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. **Jury Service Program**:

This Contract is subject to the provisions of the County's ordinance entitled CONTRACTOR/UNIVERSITY Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

B. **Written Employee Jury Service Policy**.

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

for such jury service with the CONTRACTOR/UNIVERSITY or that the CONTRACTOR/UNIVERSITY deduct from the Employee's regular pay the fees received for jury service.

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

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

(4) CONTRACTOR/UNIVERSITY's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR/UNIVERSITY from the award of future County contracts for a period of time consistent with the seriousness of the breach.

42. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST: Should the CONTRACTOR/UNIVERSITY require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR/UNIVERSITY shall give first consideration for such employment openings to qualified, permanent County employees who are

targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

43. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS:

A. Should the CONTRACTOR/UNIVERSITY require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR/UNIVERSITY shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR/UNIVERSITY's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR/UNIVERSITY will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the CONTRACTOR/UNIVERSITY.

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

44. CONTRACTOR/UNIVERSITY'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The CONTRACTOR/UNIVERSITY acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the 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 the County and its taxpayers.

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

45. COUNTY'S QUALITY ASSURANCE PLAN: The County or its agent will evaluate the CONTRACTOR/UNIVERSITY's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR/UNIVERSITY's compliance with all Contract terms and conditions and performance standards. CONTRACTOR/UNIVERSITY deficiencies which the County determines are severe or continuing and that may place performance of the Contract 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 the CONTRACTOR/UNIVERSITY. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

46. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The CONTRACTOR/UNIVERSITY shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the CONTRACTOR/UNIVERSITY or employees or agents of the CONTRACTOR/UNIVERSITY. Such repairs shall be made immediately after the CONTRACTOR/UNIVERSITY has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the CONTRACTOR/UNIVERSITY fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the CONTRACTOR/UNIVERSITY by cash payment upon demand.

47. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The CONTRACTOR/UNIVERSITY warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR/UNIVERSITY shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR/UNIVERSITY shall retain all such documentation for all covered employees for the period prescribed by law.

B. The CONTRACTOR/UNIVERSITY shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR/UNIVERSITY or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

48. FAIR LABOR STANDARDS: The CONTRACTOR/UNIVERSITY shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees 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 work performed by the CONTRACTOR/UNIVERSITY's employees for which the County may be found jointly or solely liable.

49. GOVERNING LAW, JURISDICTION, AND VENUE: This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR/UNIVERSITY agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

50. INDEPENDENT CONTRACTOR/UNIVERSITY STATUS:

A. This Contract is by and between the County and the CONTRACTOR/UNIVERSITY and is not

intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the CONTRACTOR/UNIVERSITY. 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. The CONTRACTOR/UNIVERSITY shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR/UNIVERSITY.

C. The CONTRACTOR/UNIVERSITY understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR/UNIVERSITY and not employees of the County. The CONTRACTOR/UNIVERSITY 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 work performed by or on behalf of the CONTRACTOR/UNIVERSITY pursuant to this Contract.

D. The CONTRACTOR/UNIVERSITY shall adhere to the provisions stated in sub-paragraph - Confidentiality.

51. LIQUIDATED DAMAGES:

A. If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR/UNIVERSITY is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR/UNIVERSITY's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR/UNIVERSITY from the County, will be forwarded to the CONTRACTOR/UNIVERSITY by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

B. If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR/UNIVERSITY over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR/UNIVERSITY to correct the deficiency within specified time frames. Should the CONTRACTOR/UNIVERSITY fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may: (a) Deduct from the CONTRACTOR/UNIVERSITY's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR/UNIVERSITY to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One

Hundred Dollars ($100) per day per infraction. Upon giving five (5) days notice to the CONTRACTOR/UNIVERSITY for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private CONTRACTOR/UNIVERSITY, will be deducted and forfeited from the payment to the CONTRACTOR/UNIVERSITY from the County, as determined by the County.

C. The action noted in sub-paragraph shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR/UNIVERSITY to recover the County cost due to the failure of the CONTRACTOR/UNIVERSITY to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

52. MOST FAVORED PUBLIC ENTITY: If the CONTRACTOR/UNIVERSITY's prices decline, or should the CONTRACTOR/UNIVERSITY at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

53. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

A. The CONTRACTOR/UNIVERSITY certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

B. The CONTRACTOR/UNIVERSITY shall certify to, and comply with, the provisions of Exhibit D - CONTRACTOR/UNIVERSITY's EEO Certification.

C. The CONTRACTOR/UNIVERSITY shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

D. The CONTRACTOR/UNIVERSITY certifies and agrees that it will deal with its SUBCONTRACTOR/UNIVERSITYs, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

E. The CONTRACTOR/UNIVERSITY certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or

be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

F. The CONTRACTOR/UNIVERSITY shall allow County representatives access to the CONTRACTOR/UNIVERSITY's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph when so requested by the County.

G. If the County finds that any provisions of this sub-paragraph have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR/UNIVERSITY has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the CONTRACTOR/UNIVERSITY has violated the anti-discrimination provisions of this Contract.

H. The parties agree that in the event the CONTRACTOR/UNIVERSITY violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

54. **NON EXCLUSIVITY**: Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR/UNIVERSITY. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

55. **NOTICE OF DELAYS**: Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

56. **NOTICE OF DISPUTES**: The CONTRACTOR/UNIVERSITY shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the CONTRACTOR/UNIVERSITY regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the (Department Head), or designee shall resolve it.

57. **NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**: The CONTRACTOR/UNIVERSITY shall notify its employees, and shall require each SUBCONTRACTOR/UNIVERSITY 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 No. 1015.

58. **PROHIBITION AGAINST INDUCEMENT OR PERSUASION**: Notwithstanding the above, the CONTRACTOR/UNIVERSITY and the County agree that, during the term of this Contract and for a period of one

year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

59. PUBLIC RECORDS ACT:

A. Any documents submitted by the CONTRACTOR/UNIVERSITY; all information obtained in connection with the County's right to audit and inspect the CONTRACTOR/UNIVERSITY's documents, books, and accounting records pursuant to sub-paragraph - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR/UNIVERSITY agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

60. PUBLICITY:

A. The CONTRACTOR/UNIVERSITY shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR/UNIVERSITY's need to identify its services and related clients to sustain itself, the County shall not inhibit the CONTRACTOR/UNIVERSITY from publishing its role under this Contract within the following conditions:

(1) The CONTRACTOR/UNIVERSITY shall develop all publicity material in a professional manner; and

(2) During the term of this Contract, the CONTRACTOR/UNIVERSITY shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

B. The CONTRACTOR/UNIVERSITY may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph shall apply.

61. RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT: The CONTRACTOR/UNIVERSITY shall maintain accurate and complete financial records of its activities and operations relating to this Contract in

accordance with generally accepted accounting principles. The CONTRACTOR/UNIVERSITY shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR/UNIVERSITY agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR/UNIVERSITY and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR/UNIVERSITY at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the CONTRACTOR/UNIVERSITY shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

A. In the event that an audit of the CONTRACTOR/UNIVERSITY is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR/UNIVERSITY or otherwise, then the CONTRACTOR/UNIVERSITY shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the CONTRACTOR/UNIVERSITY's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

B. Failure on the part of the CONTRACTOR/UNIVERSITY to comply with any of the provisions of this sub-paragraph shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

C. If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the CONTRACTOR/UNIVERSITY regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the CONTRACTOR/UNIVERSITY, then the difference shall be either: a) repaid by the CONTRACTOR/UNIVERSITY to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the CONTRACTOR/UNIVERSITY from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the CONTRACTOR/UNIVERSITY, then the difference shall be paid to the CONTRACTOR/UNIVERSITY by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

62. RECYCLED BOND PAPER: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the CONTRACTOR/UNIVERSITY agrees to use recycled-content paper to the maximum extent possible on this Contract.

63. SUBCONTRACTING:

A. The requirements of this Contract may not be subcontracted by the CONTRACTOR/UNIVERSITY without the advance approval of the County. Any attempt by the CONTRACTOR/UNIVERSITY to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

B. IF THE CONTRACTOR/UNIVERSITY DESIRES TO SUBCONTRACT, THE CONTRACTOR/UNIVERSITY SHALL PROVIDE THE FOLLOWING INFORMATION PROMPTLY AT THE COUNTY'S REQUEST:

(1) A description of the work to be performed by the SUBCONTRACTOR/UNIVERSITY;

(2) A draft copy of the proposed subcontract; and

(3) Other pertinent information and/or certifications requested by the County.

C. The CONTRACTOR/UNIVERSITY shall indemnify and hold the County harmless with respect to the activities of each and every SUBCONTRACTOR/UNIVERSITY in the same manner and to the same degree as if such SUBCONTRACTOR/UNIVERSITY(s) were the CONTRACTOR/UNIVERSITY employees.

D. The CONTRACTOR/UNIVERSITY shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR/UNIVERSITY has determined to subcontract, notwithstanding the County's approval of the CONTRACTOR/UNIVERSITY's proposed subcontract.

E. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including SUBCONTRACTOR/UNIVERSITY employees, providing services under this Contract. The CONTRACTOR/UNIVERSITY is responsible to notify its SUBCONTRACTOR/UNIVERSITYs of this County right.

F. The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and SUBCONTRACTOR/UNIVERSITY employees. After approval of the subcontract by the County, CONTRACTOR/UNIVERSITY shall forward a fully executed subcontract to the County for their files.

G. The CONTRACTOR/UNIVERSITY shall be solely liable and responsible for all payments or other compensation to all SUBCONTRACTOR/UNIVERSITYs and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

H. The CONTRACTOR/UNIVERSITY shall obtain certificates of insurance, which establish that the SUBCONTRACTOR/UNIVERSITY maintains all the programs of insurance required by the County from each approved SUBCONTRACTOR/UNIVERSITY. The CONTRACTOR/UNIVERSITY shall ensure delivery of all such documents to:

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
CONTRACTS DEVELOPMENT AND ADMINISTRATION DIVISION
ATTN: RICHARD KUSHI
550 S. VERMONT AVE, 5TH FLOOR
LOS ANGELES, CA 90020

64. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM: Failure of the CONTRACTOR/UNIVERSITY to maintain compliance with the requirements set forth in sub-paragraph - CONTRACTOR/UNIVERSITY's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the CONTRACTOR/UNIVERSITY to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph - Termination for Default and pursue debarment of the CONTRACTOR/UNIVERSITY, pursuant to County Code Chapter 2.202.

65. TERMINATION FOR CONVENIENCE:

A. This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR/UNIVERSITY specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

B. After receipt of a notice of termination and except as otherwise directed by the County, the CONTRACTOR/UNIVERSITY shall:

(1) Stop work under this Contract on the date and to the extent specified in such notice, and

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

C. All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR/UNIVERSITY under this Contract shall be maintained by the CONTRACTOR/UNIVERSITY in accordance with sub-paragraph, Record Retention AND Inspection/Audit Settlement.

66. TERMINATION FOR DEFAULT:

A. The County may, by written notice to the CONTRACTOR/UNIVERSITY, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

(1) CONTRACTOR/UNIVERSITY has materially breached this Contract; or

(2) CONTRACTOR/UNIVERSITY fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

(3) CONTRACTOR/UNIVERSITY fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

B. In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph A, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR/UNIVERSITY shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The CONTRACTOR/UNIVERSITY shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

C. Except with respect to defaults of any SUBCONTRACTOR/UNIVERSITY, the CONTRACTOR/UNIVERSITY shall not be liable for any such excess costs of the type identified in sub-paragraph B if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR/UNIVERSITY. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR/UNIVERSITY. If the failure to perform is caused by the default of a SUBCONTRACTOR/UNIVERSITY, and if such default arises out of causes beyond the control of both the CONTRACTOR/UNIVERSITY and SUBCONTRACTOR/UNIVERSITY, and without the fault or negligence of either of them, the CONTRACTOR/UNIVERSITY shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the SUBCONTRACTOR/UNIVERSITY were obtainable from other sources in sufficient time to permit the CONTRACTOR/UNIVERSITY to meet the required performance schedule. As used in this sub-paragraph, the term "SUBCONTRACTOR/UNIVERSITY(s)" means SUBCONTRACTOR/UNIVERSITY(s) at any tier.

D. If, after the County has given notice of termination under the provisions of this sub-paragraph, it is determined by the County that the CONTRACTOR/UNIVERSITY was not in default under the provisions of this sub-paragraph, or that the default was excusable under the provisions of sub-paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph - Termination for Convenience.

E. The rights and remedies of the County provided in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

67. <u>TERMINATION FOR IMPROPER CONSIDERATION</u>:

A. The County may, by written notice to the CONTRACTOR/UNIVERSITY, immediately terminate the right of the CONTRACTOR/UNIVERSITY to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR/UNIVERSITY, either directly or through an intermediary, to

any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR/UNIVERSITY's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the CONTRACTOR/UNIVERSITY as it could pursue in the event of default by the CONTRACTOR/UNIVERSITY.

B. The CONTRACTOR/UNIVERSITY 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.

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

68. TERMINATION FOR INSOLVENCY:

A. The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

(1) Insolvency of the CONTRACTOR/UNIVERSITY. The CONTRACTOR/UNIVERSITY shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR/UNIVERSITY is insolvent within the meaning of the Federal Bankruptcy Code;

(2) The filing of a voluntary or involuntary petition regarding the CONTRACTOR/UNIVERSITY under the Federal Bankruptcy Code;68. The appointment of a Receiver or Trustee for the CONTRACTOR/UNIVERSITY; or 69. The execution by the CONTRACTOR/UNIVERSITY of a general assignment for the benefit of creditors.

B. The rights and remedies of the County provided in this sub-paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

69. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE: The CONTRACTOR/UNIVERSITY, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR/UNIVERSITY, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR/UNIVERSITY or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR/UNIVERSITY to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

70. TERMINATION FOR NON-APPROPRIATION OF FUNDS: Notwithstanding any other provision of this Contract, the County shall not be obligated for the CONTRACTOR/UNIVERSITY's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the

event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the CONTRACTOR/UNIVERSITY in writing of any such non-allocation of funds at the earliest possible date.

71. VALIDITY: If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

72. WARRANTY AGAINST CONTINGENT FEES:

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

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

73. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: CONTRACTOR/UNIVERSITY acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers. Unless CONTRACTOR/UNIVERSITY qualifies for an exemption or exclusion, CONTRACTOR/UNIVERSITY warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

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

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75. **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

YL: AA for SPDP_boilerplate ALL provisions as of Feb 2015

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS
BETWEEN THE COUNTY OF LOS ANGELES
AND

_____

EXHIBIT A

STATEMENT OF WORK

1. Objectives:

   A. To join _____hereafter "Contractor") and the County of Los Angeles - Department of Mental Health (DMH) (hereafter "County") to provide training for students through clinical and administrative experiences at DMH's facilities.

   B. Contractor and County mutually agree:

      (1) Selection of students for placement in DMH programs will be the shared responsibility of the Training and Cultural Competency Bureau, the Program Manager of the DMH field placement facility, and the Director of Field Education of_____

      (2) Initiation of new placements and renewal of existing placements require approval by the Program Manager of the DMH field placement facility, the Training Coordinator designated the Program Manager of the DMH field placement facility, and the Director of Field Education of_____
      _.

2. Definition of Students:

   A. Students who are enrolled in_____
   _____.will be placed to meet the requirements of a credit course offered by that academic institution, or as part of a practicum or internship leading to a specific degree.

   B. Placement-eligible students will be enrolled in programs leading to State certification, registration, or licensure from_____

3. Contractor's Responsibilities:

   Placement of students of_____.within any DMH facility requires the approval of the Training and Cultural Competency Bureau.

   The following conditions apply:

   A. There must be in place an executed Affiliation Agreement between County and Contractor.

   B. Contractor must submit a Notice of Student Placement (Exhibit B) to the Training and Cultural Competency Bureau prior to intended start date.

C. Upon acceptance into the Student Professional Development Program, a "volunteer" packet will be given to selected students for completion. The Training and Cultural Competency Bureau will make all required paperwork available to Contractor, who will distribute to selected students.

D. The Contractor shall notify the Training and Cultural Competency Bureau of any students withdrawing from school.

4. County's Responsibilities:

A. The Program Manager of the DMH field placement facility will designate a staff Psychiatrist as Training Coordinator. The Training Coordinator will be responsible for planning and implementation of the student professional development program placement experience.

B. A designated licensed staff will be the primary on-site supervisor who will personally provide the student's weekly, formal scheduled supervision.

C. To advise the Contractor immediately of any changes in its personnel, policies, or operations which may significantly affect the clinical training of the student.

D. To inform the student of the County's existing pertinent policies, procedures, rules, and regulations with which the student is expected to comply, and to otherwise orient the student to the County and its operations.

E. To evaluate the performance of the student on a regular basis, using the forms provided by the Contractor for evaluation purposes. The Primary On-Site Supervisor will provide two such evaluations of the student per year.

F. To advise the Contractor promptly of any serious deficit noted in the ability of the student to progress toward completion of the training experience. It will then be the responsibility of the Contractor and County to attempt to devise a plan by which the student may be assisted to achieve the objectives of the training experience.

G. To have the right to terminate any student in training whose performance is:

(1) Determined to be detrimental to the well-being of clients;

(2) Knowingly unethical and unprofessional; and/or

(3) Determined to be so substandard that additional guidance is not likely to help the student toward achievement of practicum or internship objectives.

Prior to terminating the student, the County agrees to confer with the Contractor's Director of Field Education and/or academic liaison to discuss the reasons for the planned termination.

H. To comply with all Federal and State laws, rules, and regulations concerning the confidentiality of student records.

I. To comply with all Federal and State laws, rules, and regulations and with all professional and ethical guidelines concerning human research if students participate in research activities at the facility.

COUNTY OF LOS ANGELES DEPARTMENT OF MENTAL HEALTH
TRAINING DIVISION - STUDENT PROFESSIONAL DEVELOPMENT PROGRAM

EXHIBIT B

NOTICE OF STUDENT PLACEMENT

Listed below are the names of students, mailing addresses, phone numbers and email addresses, expected year of graduation, DMH agency, DMH supervisor and their Reporting Unit# which has agreed to accept these students:

Last Name	First Name	Mailing Address	City	Zip	Phone Number	E-mail	Grad Yr	DMH Agency	Supervisor	R UNIT#

Unless otherwise indicated, all students will start their placement on: (month/day/year) _____ And complete their placements on (month/day/year): _____

Students will be expected to be at their placement: _____ hours, per week, for _____ weeks, for a total of _____ hours.

Check one: ☐ Academic Year, ☐ Semester/Quarter, ☐ Summer Block

Please note: Students may not begin their placement within directly operated DMH agencies until authorized by Training and processed through HR.

Academic Institution: _____ **Field Placement Representative:** _____ **Date:** _____

Email completed form to: jcunningham@lacdmh.org

Revised 5-30-06

COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH

AFFILIATION AGREEMENT
FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS

BETWEEN THE COUNTY OF LOS ANGELES

AND

_____

EXHIBIT C

AGREEMENT REGARDING PARTICIPATION IN

STUDENT PROFESSIONAL DEVELOPMENT PROGRAM

In consideration of my eligibility to participate in affiliated student professional development programs established by [Sending Party - University/Educational Institution] and the Los Angeles County Department of Mental Health, I, _____, hereby agree and consent to the following:

ADHERENCE TO RULES AND REGULATIONS

1. I acknowledge and agree that I will adhere to all policies, procedures, rules and regulations of any County of Los Angeles - Department of Mental Health facility in which I may receive training during my participation in such affiliated professional development program. I agree to be bound by the policies and procedures established by [Sending Party – University/Educational Institution]_____ to resolve any disputes, including disciplinary actions, between myself and {Sending Party – University/Educational Institution]_____or the County of Los Angeles - Department of Mental Health facility in which I may receive training pursuant to the affiliated student professional development program.

RIGHTS OF MENTAL HEALTH FACILITIES

2. I acknowledge and agree that the mental health facility in which I may receive training pursuant to the affiliated training program shall have the right to restrict or terminate my participation in the training program and/or to refuse to certify that I have successfully completed the training program. I understand that any such restriction, termination or refusal to certify shall be based upon my actions and

performance during the training program and shall be taken in accordance with any and all relevant policies and procedures of such training program.

AUTHORIZATION TO OBTAIN INFORMATION

3. I authorize [Sending Party - University/Educational Institution]_____ _____ and the mental health facility in which I may receive training pursuant to such a training program to consult at any time with the administration and members of the faculty of any County of Los Angeles - Department of Mental Health facility with which I have been associated who may have information bearing on my professional competence, character, physical and mental health status, ethics, and other qualifications, as may reasonably be related to eligibility to perform services in such training mental health facilities. I hereby possess qualifications, as may reasonably be related to my eligibility to perform services in such training mental health facilities. I hereby further consent to the release by the administration of [Sending Party - University/Educational Institution]_____ to County's Director of Mental Health or his designee of such records ad documents relating to my education and training at [Sending Party – University/Educational Institution] as may be material to an evaluation of my professional qualifications and competence for satisfactory participation in any such mental health facilities' student professional development programs pursuant to such a training program.

CONFIDENTIALITY OF MEDICAL RECORDS AND PATIENT INFORMATION

4. I understand and agree that medical records and patient information are confidential under the law and that I will not release any such information. I agree to seek guidance should I have any questions about confidentiality.

RELEASE FROM LIABILITY

5. I hereby release from liability all employees, agents, and representatives of [Sending Party - University/Educational Institution] _____, County of Los Angeles, and any County of Los Angeles - Department of Mental Health facility in which I may receive training hereunder, including their respective professional staff and staff representatives, for their acts performed in good faith and without malice as an incident to any communication, action, proceeding, performance evaluation, certification, or review undertaken pursuant to this Agreement or otherwise related to my participation in such a training program. I further expressly agree that the above releases

shall apply to any act, communication, report, recommendation, or disclosure; and with respect to the named parties in whose favor such releases are given, are intended to and shall include all their officers, employees, and agents; and that, in addition to the above specific releases, such parties shall be entitled, to the fullest extent permitted by law, to absolute immunity from liability arising from any such act, communication, report, recommendation, or other disclosure. In furtherance of the foregoing, I agree that, upon request of [Sending Party - University/Educational Institution]_____ or the mental health facility to which I may be assigned under such a training program, I will execute releases in accordance with the tenor and import of this Agreement in favor of any individual or organization specified herein.

I understand that my execution of this Agreement indicates that I have read, understood, and agreed to be bound by the foregoing and by any and all provisions of California Law applicable to the subject matter addressed herein.

_____ DATE:_____

NAME OF STUDENT (PRINTED)

_____

SIGNATURE OF STUDENT

SPDP Participation Exhibit C

EXHIBIT D

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

1.	The Contractor has a written policy statement prohibiting discrimination in all phases of employment.	Yes ☐ No ☐
2.	The Contractor periodically conducts a self analysis or utilization analysis of its work force.	Yes ☐ No ☐
3.	The Contractor has a system for determining if its employment practices are discriminatory against protected groups.	Yes ☐ No ☐
4.	Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables.	Yes ☐ No ☐

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Revised: general

EXHIBIT E

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

Name of authorized official_____
Please print name

Signature of authorized official _____ Date _____

EXHIBIT F

CHARITABLE CONTRIBUTIONS CERTIFICATION

_____
Company Name

_____
Address

_____
Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

_____ _____
Signature Date

Name and Title of Signer (please print):

_____

_____

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

Applicability of the forms below is based on the type of contract. A contract involving Information Technology (IT) services includes Copyright Assignment language whereas a non-IT Contract omits the Copyright Assignment language.

Additionally, a determination must be made whether the Contactor will complete a Confidentiality Agreement on behalf of its employees or whether the Contractor's employees and non-employees will complete the Confidentiality Agreements individually.

NON-IT CONTRACTS

G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

OR

G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

IT CONTRACTS

G1-IT CONTRACTOR ACKNOWLEDGEMENT, CONFIDENTIALITY, & COPYRIGHT ASSIGNMENT AGREEMENT

OR

G2-IT CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, & COPYRIGHT ASSIGNMENT AGREEMENT

G3-IT CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, & COPYRIGHT ASSIGNMENT AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME_____

_____ Contract No._____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

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

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____

_____ Contract No._____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____

_____ Contract No._____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract 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 such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "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 chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A 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 employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

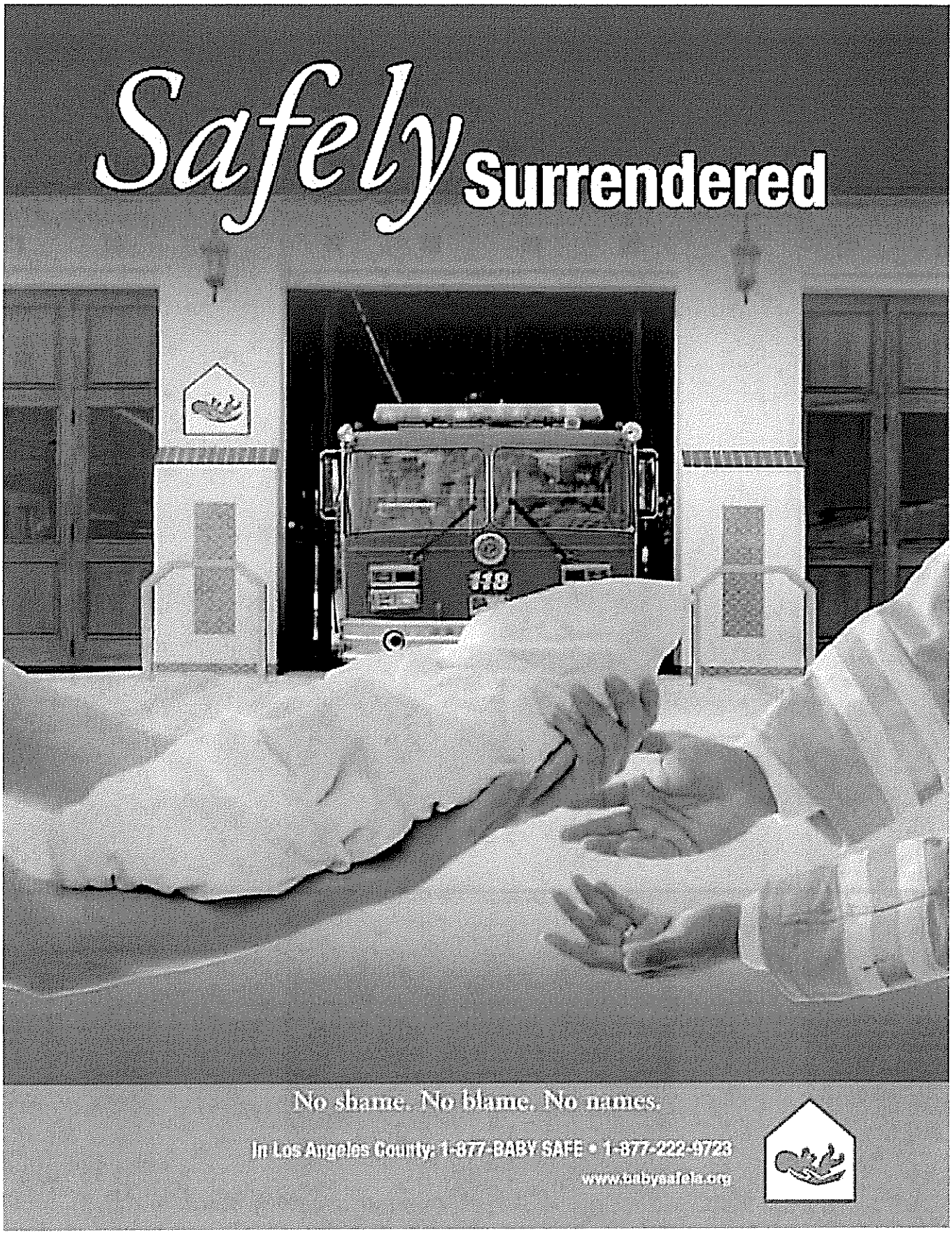
"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

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

What if a parent wants the baby back?

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

Can only a parent bring in the baby?

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

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

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

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

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

What happens to the baby?

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

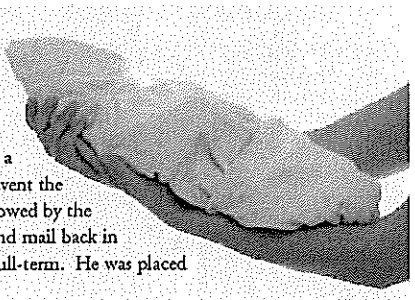
What happens to the parent or surrendering adult?

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

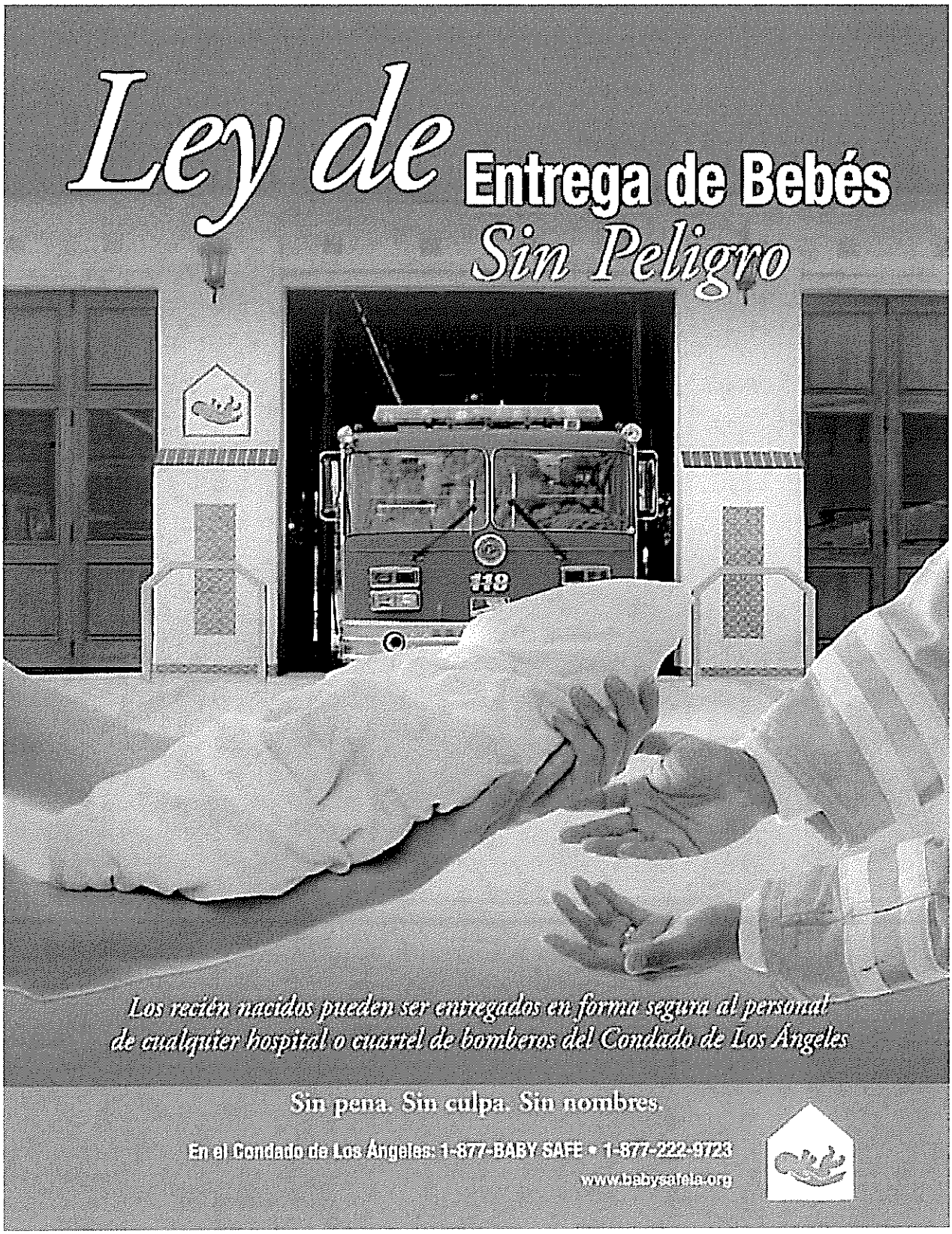
Why is California doing this?

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

A baby's story



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


Ley de Entrega de Bebés
Sin Peligro
118
Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

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Ley de Entrega de Bebés *Sin Peligro*

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

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

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

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

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

Attachment II

SPECIALIZED CONTRACT RENEWAL
For FYs 2015-16, 2016-17, 2017-18, 2018-19 and 2019-20

AFFILIATION AGREEMENTS FOR STUDENT PROFESSIONAL DEVELOPMENT PROGRAMS								
Item No.	CONTRACTOR	Supervisor District	Agreement Term	FISCAL YEARS				
				2015-16	2016-17	2017-18	2018-19	2019-20
1	California State University, Dominguez Hills 1000 East Victoria Street Carson, CA 90747	All	1 Yr + 4 Optional One Year Renewals					
2	California State University, Los Angeles 5151 State University Drive Los Angeles, CA 90032	All	1 Yr + 4 Optional One Year Renewals					
3	Dominican University 50 Acacia Avenue San Rafael, CA 94901	All	1 Yr + 4 Optional One Year Renewals					
4	Loyola Marymount University 1 LMU Drive Los Angeles, CA 90045	All	1 Yr + 4 Optional One Year Renewals					
5	University of California, Los Angeles Department of Psychology 1285 Franz Hall P.O. Box 951563 Los Angeles, CA 90095-1563	All	1 Yr + 4 Optional One Year Renewals					
6	University of La Verne 1950 Third Street La Verne, CA 91750-4401	All	1 Yr + 4 Optional One Year Renewals					
7	University of St. Augustine 1 University Blvd. St. Augustine, FL 32086	All	1 Yr + 4 Optional One Year Renewals					