

COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

RODERICK SHANER, M.D.
Medical Director



BOARD OF SUPERVISORS

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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

Reply To: (213) 738-4601
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June 12, 2012

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 June 12, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**AUTHORIZATION TO RENEW TEMPORARY PSYCHIATRIST
SERVICES AGREEMENTS FOR
FISCAL YEARS 2012-13 THROUGH 2016-17
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to renew seven Temporary Psychiatrist Services agreements which will enable Locum Tenens contractors to continue the provision of temporary psychiatrist services throughout Los Angeles County.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health (Director), or his designee, to prepare, sign, and execute seven (7) Temporary Psychiatrist Services Agreements (Agreements) substantially similar to Attachment I, with Locum Tenens (LT) contractors listed in Attachment II and at the contracted hourly rates identified in Attachment III. These Agreements will be effective July 1, 2012, with four (4) automatic one-year renewal periods through Fiscal Year (FY) 2016-17. The Agreements are funded with State, federal, and County funds.
2. Delegate authority to the Director, or his designee, to prepare, sign, and execute future agreements with other qualified LT contractors provided that: 1) any future Agreement is necessary to meet program needs; 2) your Board has appropriated sufficient funds for such Agreements; 3) approval by County Counsel is obtained prior to execution; and 4) the Director notifies your Board and the Chief Executive Office (CEO) of the Agreement within 30 days after the execution of any Agreement.

3. Delegate authority to the Director, or his designee, to prepare, sign, and execute amendments to these Agreements provided that: 1) your Board has appropriated sufficient funds for all changes; 2) County and contractor may, by written amendments, reduce applicable contracted rates; 3) approval of County Counsel is obtained prior to any such amendment; and 4) the Director notifies your Board and the CEO of Agreement changes in writing within 30 days after the execution of any amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval is required to continue the provision of temporary psychiatrist services beyond the June 30, 2012, expiration of the current contracts. The use of these LT contractors, independently contracted psychiatrists, on an as-needed basis is necessary to meet emergent or unanticipated needs when existing County employees are unavailable, cannot be transferred from other locations, or vacant positions cannot be filled timely with permanent new hires.

Additionally, your approval will increase the contracted rate for Spanish speaking psychiatrists by \$15.00 per hour except for sites which have not experienced difficulty placing these specially qualified temporary psychiatrists.

Implementation of Strategic Plan Goals

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

FISCAL IMPACT/FINANCING

The LT contractors will be reimbursed based on contracted hourly rates established by Department of Mental Health (DMH). The Agreements are funded with State and federal revenue, such as Federal Financial Participation Medi-Cal and State Mental Health Services Act, 2011 Realignment Assembly Bill (AB) 109, and Sales Tax Realignment revenues. Funding is determined by the specific mental health program services provided by the LT contractors to mental health clients. The 2011 Realignment AB 109 revenue will be requested in the Department's FY 2012-13 Final Changes Budget request, and all other revenue sources have been included in DMH's FY 2012-13 Recommended Budget.

Funding for future fiscal years will be requested through the Department's annual budget request process.

There is no net County cost impact associated with the recommended actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since July 1, 2000, DMH has utilized the services of LT contractors to provide psychiatrists, on a temporary and intermittent basis, to perform psychiatric evaluations, medication support, and crisis intervention to seriously mentally ill adults, seriously emotionally disturbed children, adolescents, and their families. Under the existing agreement, LT contractors offer a pool of candidates to provide DMH with temporary personnel when there are gaps in psychiatric services due to manpower shortages and to meet emergent or unanticipated needs.

DMH serves many mono-lingual Spanish speaking clients but has had continued difficulty attracting

bilingual temporary psychiatrists. Therefore, DMH will increase LT rates by \$15.00 per hour for these specially qualified temporary psychiatrists to meet the needs of the community. The LT rates for sites located in the Antelope Valley have proven to be high enough to attract bilingual temporary psychiatrists, and will, therefore, remain the same.

Attachment I is the Agreement format and Attachment II (list of LT contractors) provides information regarding LT contractor name, location, Supervisorial District, Agreement term, and rates. Attachment III is the rates. Attachment IV provides information regarding Contracting with Minority/Women-Owned Percentage of Ownership in Firms Contracting with the County.

The attached Agreement format has been approved as to form by County Counsel. DMH administrative staff will review and monitor the contractor's adherence to the Agreements to ensure that the LT contractor services are provided and that the Agreement provisions and Departmental policies are followed. The Agreement format includes four (4) revised or mandated provisions: Contractor Alert Reporting Database (CARD), Background and Security Investigations, Indemnification and Insurance Requirement, and Local Small Business Enterprise Preference Program.

CONTRACTING PROCESS

On June 20, 2000, your Board approved initial temporary psychiatrist services Agreements with LT companies in an effort to address shortages of psychiatrists throughout the County. The renewal of these Agreements will allow DMH to provide needed services by utilizing temporary psychiatrists supplied by current and future contractors when the County experiences a high number of vacancies despite enhanced recruitment efforts. Additional vendors will be selected based on their experience and capacity to provide temporary psychiatrists who are certified or eligible for certification by the American Board of Psychiatry and Neurology and are licensed by the Medical Board of California.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Without the renewal of these Temporary Psychiatrist Service Agreements, DMH will be unable to utilize psychiatrists for temporary work assignments. This would negatively impact access to psychiatric care for Los Angeles County residents. When the recruitment process is lengthy, the utilization of LT psychiatrists enables DMH to handle critical manpower shortages, meet emergent or unanticipated treatment needs, and continually provide high quality mental health care.

The Honorable Board of Supervisors

6/12/2012

Page 4

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mg Southard". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

MARVIN J. SOUTHARD, D.S.W.

Director of Mental Health

MJS:RS:MM:alm

Enclosures

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

Contractor:

MH1800XX
CONTRACT NUMBER

Business Address:

Supervisory District(s) All

Mental Health Service Area(s) All

TEMPORARY PSYCHIATRIST SERVICES AGREEMENT

TABLE OF CONTENTS

| <u>PARAGRAPH</u> | <u>PAGE</u> |
|--|--------------------|
| RECITALS | 1 |
| PREAMBLE | 2 |
| 1. TERM | 5 |
| 2. ADMINISTRATION | 6 |
| 3. DESCRIPTION OF SERVICES | 6 |
| 4. BILLING AND PAYMENT | 7 |
| 5. NONEXCLUSIVITY | 7 |
| 6. RECORDS AND AUDITS | 7 |
| 7. CONFIDENTIALITY | 9 |
| 8. PATIENTS'/CLIENTS' RIGHTS | 9 |
| 9. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS | 10 |
| 10. NONDISCRIMINATION IN SERVICES | 11 |
| 11. NONDISCRIMINATION IN EMPLOYMENT | 11 |
| 12. FAIR LABOR STANDARDS | 12 |
| 13. INDEMNIFICATION AND INSURANCE | 12 |
| 14. FAILURE TO PROCURE INSURANCE | 16 |
| 15. CONTRACTOR'S OFFICES | 17 |
| 16. NON-APPROPRIATION OF FUNDS CONDITION | 17 |
| 17. WARRANTY AGAINST CONTINGENT FEES | 17 |
| 18. CONFLICT OF INTEREST | 17 |
| 19. UNLAWFUL SOLICITATION | 18 |
| 20. INDEPENDENT STATUS OF CONTRACTOR | 18 |
| 21. DELEGATION AND ASSIGNMENT BY CONTRACTOR | 18 |
| 22. SUBCONTRACTING | 19 |
| 23. GOVERNING LAW, JURISDICTION AND VENUE | 22 |
| 24. COMPLIANCE WITH APPLICABLE LAW | 22 |
| 25. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES | 22 |
| 26. TERMINATION FOR DEFAULT | 23 |
| 27. TERMINATION FOR IMPROPER CONSIDERATION | 23 |
| 28. TERMINATION FOR INSOLVENCY | 23 |

| <u>1</u> | <u>PARAGRAPH</u> | <u>PAGE</u> |
|----------|---|-------------|
| 2 | | |
| 3 | 29. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE | |
| 4 | WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM | 24 |
| 5 | 30. TERMINATION WITHOUT CAUSE | 24 |
| 6 | 31. SEVERABILITY | 24 |
| 7 | 32. CAPTIONS AND PARAGRAPH HEADINGS | 24 |
| 8 | 33. WAIVER | 24 |
| 9 | 34. EMPLOYMENT ELIGIBILITY VERIFICATION | 24 |
| 10 | 35. AUTHORIZATION WARRANTY | 25 |
| 11 | 36. RESTRICTIONS ON LOBBYING | 25 |
| 12 | 37. CERTIFICATION OF DRUG-FREE WORK PLACE | 25 |
| 13 | 38. COUNTY LOBBYISTS | 25 |
| 14 | 39. CHILD SUPPORT COMPLIANCE PROGRAM | 25 |
| 15 | 40. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED | |
| 16 | INCOME CREDIT | 26 |
| 17 | 41. USE OF RECYCLED-CONTENT PAPER PRODUCTS | 26 |
| 18 | 42. CONTRACTOR RESPONSIBILITY AND DEBARMENT | 26 |
| 19 | 43. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY | |
| 20 | AND VOLUNTARY EXCLUSION – LOWER TIER COVERED | |
| 21 | TRANSACTIONS (45 C.F.R. PART 76) | 28 |
| 22 | 44. COUNTY'S QUALITY ASSURANCE PLAN | 28 |
| 23 | 45. REPORTS | 28 |
| 24 | 46. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR | |
| 25 | LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST | 29 |
| 26 | 47. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR | |
| 27 | GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS | |
| 28 | FOR EMPLOYMENT | 29 |
| 29 | 48. THIRD PARTY BENEFICIARIES | 29 |
| 30 | 49. ALTERATION OF TERMS | 29 |
| 31 | 50. ENTIRE AGREEMENT | 29 |
| 32 | 51. FORCE MAJEURE | 30 |
| 33 | 52. CONTRACTOR'S OBLIGATION AS A "BUSINESS ASSOCIATE" UNDER | |
| 34 | THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT | |
| 35 | OF 1996 AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC | |
| 36 | AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE AGREEMENT) | 30 |
| 37 | 53. COMPLIANCE WITH JURY SERVICE PROGRAM | 39 |
| 38 | 54. NOTICE TO EMPLOYEES REGARDING THE SAFELY | |
| 39 | SURRENDERED BABY LAW | 41 |
| 40 | 55. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO | |
| 41 | THE SAFELY SURRENDERED BABY LAW | 41 |
| 42 | 56. COUNTY'S OBLIGATION FOR CURRENT AND FUTURE FISCAL YEARS | 41 |
| 43 | 57. LIMITATION OF COUNTY'S OBLIGATION DUE TO | |
| 44 | NONAPPROPRIATION OF FUNDS | 41 |
| 45 | 58. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY | |
| 46 | FUNDED PROGRAM | 41 |
| 47 | 59. PERFORMANCE STANDARDS AND OUTCOME MEASURES | 42 |
| 48 | 60. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM | 43 |
| 49 | 61. CONTRACTOR ACKNOWLEDGEMENT AND | |
| 50 | CONFIDENTIALITY AGREEMENT | 43 |
| 51 | 62. CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT | 43 |
| 52 | 63. CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND | |
| 53 | CONFIDENTIALITY AGREEMENT | 44 |
| 54 | | |

| <u>PARAGRAPH</u> | <u>PAGE</u> |
|--|-------------|
| 64. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM..... | 44 |
| 65. BACKGROUND AND SECURITY INVESTIGATIONS..... | 44 |
| 66. NOTICES..... | 45 |
| <u>EXHIBITS:</u> | |
| EXHIBIT A DESCRIPTION OF SERVICES | |
| EXHIBIT B BILLING, PAYMENT AND SCHEDULE OF RATES | |
| EXHIBIT C ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS | |
| EXHIBIT D SAFELY SURRENDERED BABY LAW | |
| EXHIBIT E CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT | |
| EXHIBIT F CONTRACTOR EMPLOYEE AKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT | |
| EXHIBIT G CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT | |
| EXHIBIT H CONTRACTOR CHARITABLE ACTIVITES COMPLIANCE | |
| ALM:Temp Psyc Svcs Agree | |

TEMPORARY PSYCHIATRIST SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of ____, 2012, by and between the County of Los Angeles (hereafter "County"), and

(hereafter "Contractor")

Business Address:

WHEREAS, County desires to provide to those persons in Los Angeles County who qualify therefore certain mental health services contemplated and authorized by the Bronzan-McCorquodale Act, California Welfare and Institutions Code Section 5600 et seq.; and

WHEREAS, Contractor is equipped, staffed, and prepared to provide these services as described in this Agreement; and

WHEREAS, these services shall be provided by Contractor in accordance with all applicable Federal, State and local laws, required licenses, ordinances, rules, Regulations, manuals, guidelines, and directives, which may include, but are not necessarily limited to, the following: Bronzan-McCorquodale Act, California Welfare and Institutions Code Section 5600 et seq., including, but not limited to, Sections 5600.2, 5600.3, 5600.4, 5600.9, 5602, 5608, 5651, 5670, 5670.5, 5671, 5671.5, 5672, 5705, 5709, 5710, 5716, 5719, 5721, 5722, 5751.2, and 5900 et seq.; Medi-Cal Act, California Welfare and Institutions Code Section 14000 et seq., including, but not limited to, Section 14132.44; California Welfare and Institutions Code Section 17601 et seq.; California Work Opportunities and Responsibilities to Kids Act, California Welfare and Institutions Code Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX of the Social Security Act, 42 United States Code Section 1396 et seq.; Title IV of the Social Security Act, Part B of Title XIX of the Public Health Service Act, 42 United States Code Section 300x et seq.; California Penal

1 Code Section 11164 et seq.; Title 9 and Title 22, including, but not limited to, Sections 51516, 70001, 71001,
2 72001 et seq., and 72443 et seq. of the California Code of Regulations; State Department of Mental Health's
3 Cost Reporting/Data Collection Manual; State Department of Mental Health's Short-Doyle/Medi-Cal Manual
4 for the Rehabilitation Option and Targeted Case Management; State Department of Mental Health's
5 Short-Doyle/Medi-Cal Automated Cost Reporting System Users Manual; policies and procedures developed
6 by County; State's Medicaid Plan; and policies and procedures which have been documented in the form of
7 Policy Letters issued by State Department of Mental Health; and/or for State Department of Health Services;
8 and

9 WHEREAS, the Department of Mental Health ("DMH") has determined that existing staff of DMH do
10 not have sufficient manpower, that it is difficult to recruit personnel to perform the services hereunder, and
11 that the services to be provided hereunder are of a professional and temporary nature; and

12 WHEREAS, Contractor is qualified and licensed under the laws of the State of California to engage
13 in the business of providing the services described herein; and

14 WHEREAS, Contractor is willing to provide the services described herein for and in consideration of
15 the payments provided under this Agreement and under the terms and conditions hereinafter set forth; and

16 WHEREAS, pursuant to Sections 26227 and 31000 of the California Government Code, County is
17 authorized to contract for these services; and

18 WHEREAS, personnel contracted with Contractor to provide temporary psychiatric services are
19 independently contracted psychiatrists and will be identified throughout this agreement as "independent
20 contractors".

21 NOW, THEREFORE, in consideration of the promises and covenants hereafter contained the
22 parties hereto agree as follows:

23 **PREAMBLE**

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

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

34 /
35 /

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

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

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

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

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

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no "wrong door": wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.

- 1 ✓ The County service system acts to strengthen communities, recognizing that just as individuals
2 live in families, families live in communities.
- 3 ✓ In supporting families and communities, County agencies work seamlessly with public and
4 private service providers, community-based organizations, and other community partners.
- 5 ✓ County agencies and their partners work together seamlessly to demonstrate substantial
6 progress towards making the system more strength-based, family-focused, culturally-
7 competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and
8 accountable.
- 9 ✓ County agencies and their partners focus on administrative and operational enhancements to
10 optimize the sharing of information, resources, and best practices while also protecting the
11 privacy rights of families.
- 12 ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service
13 plan, staff development opportunities, infrastructure enhancements, customer service and
14 satisfaction evaluation, and revenue maximization.
- 15 ✓ County agencies and their partners create incentives to reinforce the direction toward service
16 integration and a seamless service delivery system.
- 17 ✓ The County human service system embraces a commitment to the disciplined pursuit of
18 results accountability across systems. Specifically, any strategy designed to improve the
19 County human services system for children and families should ultimately be judged by
20 whether it helps achieve the County's five outcomes for children and families: good health,
21 economic well-being, safety and survival, emotional and social well-being, and education and
22 workforce readiness.

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

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

34 *Personal Service Delivery*

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

1 dignity, and respect.

- 2 • Introduce themselves by name
- 3 • Listen carefully and patiently to customers
- 4 • Be responsive to cultural and linguistic needs
- 5 • Explain procedures clearly
- 6 • Build on the strengths of families and communities

7 Service Access

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

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

14 Service Environment

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

- 17 • Ensure a safe environment
- 18 • Ensure a professional atmosphere
- 19 • Display vision, mission, and values statements
- 20 • Provide a clean and comfortable waiting area
- 21 • Ensure privacy
- 22 • Post complaint and appeals procedures

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

27 1. **TERM:** The term of this Agreement shall commence on July 1, 2012 and shall continue in full force
28 and effect through June 30, 2013. Thereafter, this Agreement shall be automatically renewed for four
29 successive one-year periods, the first commencing on July 1, 2013 and continuing through June 30, 2014,
30 the second commencing on July 1, 2014 and continuing through June 30, 2015, the third commencing on
31 July 1, 2015 and continuing through June 30, 2016, and the fourth commencing on July 1, 2016 and
32 continuing through June 30, 2017, unless the desire of either party to terminate this Agreement is given in
33 writing to the other party on or before May 31 of any COUNTY fiscal year (July 1 through June 30) in which
34 this Agreement is in effect.

35 /

1 Director may terminate this Agreement immediately if Contractor, its officers, employees or agents,
2 including its independent contractors, fail to comply with the terms of this Agreement or any directions by or
3 on behalf of County issued pursuant hereto.

4 Director may also terminate this Agreement immediately if Contractor, its officers, employees or
5 agents, including its independent contractors, engage in, or if Director has reasonable justification to believe
6 that Contractor, or such employees or agents, including Contractor's independent contractors may be
7 engaging in a course of conduct that adversely affects the delivery of mental health services or poses
8 imminent danger to the life or health of County patients/employees.

9 County's failure to exercise this right of termination shall not constitute waiver of such right, and the
10 same may be exercised at any subsequent time.

11 Immediate termination hereunder shall be effected by delivery to Contractor of a written "Notice of
12 Immediate Termination" which shall be effective upon Contractor's receipt of such "Notice of Immediate
13 Termination".

14 In addition, the performance of services under this Agreement may be terminated when such action
15 is deemed by County to be in its best interest. Termination of services shall be effected by delivery to
16 Contractor of a written "Notice of Termination" specifying the extent to which performance of services under
17 this Agreement is terminated, and the date upon which such termination becomes effective.

18 After receipt of the "Notice of Termination", and except as otherwise directed by County, Contractor
19 shall stop services under this Agreement on the date and to the extent specified in such "Notice of
20 Termination."

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

27 B. Contractor Alert Reporting Database (CARD): The County maintains databases that
28 track/monitor contractor performance history. Information entered into such databases may be used for a
29 variety of purposes, including determining whether the County will exercise a contract term extension option.

30 2. ADMINISTRATION: Director shall have the authority to administer this Agreement on behalf of
31 County. Contractor shall designate in writing a Contract Manager who shall function as liaison with County
32 regarding Contractor's performance hereunder.

33 3. DESCRIPTION OF SERVICES: Contractor agrees to provide DMH upon request, with the services
34 described in Exhibit A, attached hereto and incorporated herein by reference.

1 4. **BILLING AND PAYMENT:** All billings by Contractor for services provided pursuant to this
2 Agreement shall be in accordance with the terms, conditions and rates set forth in Exhibit B, attached hereto
3 and incorporated herein by reference.

4 A. **No Payment for Services Provided Following Expiration/Termination of Contract:**
5 Contractor shall have no claim against County for payment of any money or reimbursement, of any kind
6 whatsoever, for any service provided by Contractor after the expiration or other termination of this
7 Contract. Should Contractor receive any such payment, it shall immediately notify County and shall
8 immediately repay all such funds to County. Payment by County for services rendered after
9 expiration/termination of this Contract shall not constitute a waiver of County's right to recover such
10 payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

11 B. **Six Months Notification of Agreement Expiration:** Contractor shall notify County when this
12 Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and
13 addresses which are set forth in Paragraph 65 (NOTICES).

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

22 5. **NONEXCLUSIVITY:** Contractor acknowledges that it is not the exclusive provider to County of the
23 services to be provided under this Agreement, and that County has, or intends to enter into, contracts with
24 other providers of said services. Contractor agrees to provide DMH during the term of this Agreement with
25 the services described in Exhibit A.

26 6. **RECORDS AND AUDITS:**

27 A. **Financial Records:** Contractor shall prepare and maintain adequate financial records in
28 accordance with generally accepted accounting principles. All such records shall be sufficient to substantiate
29 all charges billed to County in the performance of this Agreement. All financial records of Contractor
30 pertaining to this Agreement, including accurate books and records of accounts of its costs and operating
31 expenses, and all records of services and personnel provided, as well as all other financial records pertaining
32 to this Agreement shall be retained by Contractor for a minimum of five (5) years following the end of
33 County's July 1 through June 30 fiscal year in which service was rendered. During such five (5) year period,
34 as well as during the term of this Agreement, all such records shall be made available by Contractor at a
35 location in Los Angeles County during normal business hours to representatives of County's

1 Auditor-Controller, County's Department of Health sufficient to substantiate all charges billed to County in the
2 performance of this Agreement. All financial records of Contractor pertaining to this Agreement, including
3 accurate books and records of accounts of its costs and operating expenses, and all records of services and
4 personnel provided, as well as all other financial records pertaining to this Agreement shall be retained by
5 Contractor for a minimum of five (5) years following the end of County's July 1 through June 30 fiscal year in
6 which service was rendered. During such five (5) year period, as well as during the term of this Agreement,
7 all such records shall be made available by Contractor at a location in Los Angeles County during normal
8 business hours to representatives of County's Auditor-controller, County's Department of Health Services
9 and the State of California for purposes of inspection and audit.

10 B. Federal Access to Records: If, and to the extent that, Section 1861(v)(1)(I) of the Social
11 Security Act [42 U.S.C. Section 1395x(v)(1)(I)] is applicable, Contractor agrees that for a period of five (5)
12 years following the furnishing of services under this Agreement, Contractor shall maintain and make
13 available, upon written request, to the Secretary of the United States Department of Health and Human
14 Services or the Comptroller General of the United States, or to any of their duly authorized representatives,
15 the contract, books, documents and records of Contractor which are necessary to verify the nature and
16 extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services
17 provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more
18 over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor
19 agrees that each such subcontract shall provide for such access to the subcontract, books, documents and
20 records of the subcontractor.

21 C. Audit Reports: In the event that an audit is conducted of Contractor by any Federal or State
22 auditor, Contractor shall file a copy of such audit report(s) with County's Auditor-Controller within thirty (30)
23 days of receipt thereof unless otherwise provided under this Agreement, or under applicable State or Federal
24 regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

25 D. Audit/Compliance Review: In the event County representatives conduct an audit/compliance
26 review of Contractor, Contractor shall fully cooperate with County's representatives. Contractor shall allow
27 County representatives access to all records of services rendered and all financial records and reports
28 pertaining to this Agreement and shall allow photocopies to be made of these documents utilizing
29 Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record
30 copying services, if requested. Director shall provide Contractor with at least ten (10) working days prior
31 written notice of any audit/compliance review.

32 County may conduct a statistical sample audit/compliance review of all claims paid by County during
33 a specified period. The sample shall be determined in accordance with generally accepted auditing
34 standards. An exit conference shall be held following the performance of such audit/ compliance review at

1 which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any
2 written evaluation reports.

3 Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall
4 have thirty (30) days after receipt of County's audit/compliance review results to provide documentation to the
5 County representatives to resolve the audit exceptions. If, at the end of the thirty (30) day period, there
6 remain audit exceptions which have not been resolved to the satisfaction of County's representatives, then
7 the exception rate found in the audit or sample shall be applied to the total County payment made to
8 Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to
9 County.

10 E. County Audit Settlements: If, at any time during the term of this Agreement or at any time
11 within five (5) years after the expiration or earlier termination of this Agreement, authorized representatives of
12 County conduct an audit of Contractor regarding the services provided to County hereunder and if such audit
13 finds that County's dollar liability for such services is less than payments made by County to Contractor, then
14 Contractor agrees that the difference shall be either: (1) repaid forthwith by Contractor to County by cash
15 payment, or (2) at Director's option, deducted from any further amount due Contractor from County. If such
16 audit finds that County's dollar liability for services provided hereunder is more than payments made by
17 County to Contractor, then the difference shall be paid forthwith to Contractor by County by cash payment.

18 F. Failure to Comply: Failure of Contractor to comply with the provisions of this Paragraph shall
19 constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of
20 Material Breach". If such breach is not cured within ten (10) business days following the giving of such Notice,
21 then County may, at County's sole discretion, immediately terminate this Agreement pursuant to the
22 provisions of Paragraph 1, TERM, in the body of this Agreement. County's failure to exercise this right of
23 termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

24 7. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information,
25 including, but not limited to, claims, County records, patient/client records and information, and MIS records,
26 in accordance with WIC Sections 5328 through 5330, inclusive, and all other applicable County, State, and
27 Federal laws, ordinances, rules, regulations, manuals, guidelines, and directives, relating to confidentiality.
28 Contractor shall require all its officers, employees, agents, and independent contractors providing services
29 hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such
30 confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and
31 agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such
32 records and information by Contractor, its officers, employees, agents, and/or independent contractors.

33 8. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable patients'/clients' rights
34 provisions, including, but not limited to, WIC Section 5325 et seq., CCR Title 9, Section 850 et seq., and CCR
35 Title 22. Further, Contractor shall comply with all patients'/clients' rights policies provided by County. County

1 Patients' Rights Advocates shall be given access by Contractor to all patients/clients, patients'/clients'
2 records, and Contractor's personnel in order to monitor Contractor's compliance with all applicable statutes,
3 regulations, manuals and policies.

4 9. **REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:**

5 A. Elders and Dependent Adults Abuse: Contractor, and all persons employed, independent
6 contractors or subcontracted by Contractor, shall comply with WIC Section 15630 et seq. and shall report all
7 known or suspected instances of physical abuse of elders and dependent adults under the care of Contractor
8 either to an appropriate County adult protective services agency or to a local law enforcement agency, as
9 mandated by WIC Sections 15630, 15631 and 15632. Contractor, and all persons employed, independent
10 contractors or subcontracted by Contractor, shall make the report on such abuse, and shall submit all
11 required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

12 B. Minor Children Abuse: Contractor, and all persons employed, independent contractors or
13 subcontracted by Contractor, shall comply with California Penal Code (hereafter "PC") Section 11164 et seq.
14 and shall report all known or suspected instances of child abuse to an appropriate child protective agency, as
15 mandated by California Penal Code 11164, 11165.8 and 11166. Contractor, and all persons employed,
16 independent contractors or subcontracted by Contractor, shall make the report on such abuse, and shall
17 submit all required information, in accordance with PC Sections 11166 and 11167.

18 C. Contractor Staff:

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

24 (2) Contractor shall assure that staff who are not legally required to directly report
25 suspected cases of abuse, consult with mandated reporters upon suspecting any abuse.

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

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

35 /

1 10. **NONDISCRIMINATION IN SERVICES:**

2 A. Contractor shall not discriminate in the provision of services hereunder because of race,
3 religion, national origin, ancestry, sex, age, marital status, or physical or mental handicap or medical
4 conditions, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 10,
5 discrimination in the provision of services may include, but is not limited to, the following: denying any person
6 any service or benefit or the availability of a site; providing any service or benefit to any person which is
7 different, or is provided in a different manner or at a different time, from that provided to others; subjecting
8 any person to segregation or separate treatment in any matter related to the receipt of any service; restricting
9 any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service
10 or benefit; and treating any person differently from others in determining admission, enrollment quota,
11 eligibility, membership, or any other requirement or condition which persons must meet in order to be
12 provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries
13 of this Agreement are provided services without regard to ability to pay or source of payment, race, religion,
14 national origin, ancestry, sex, age, marital status, or physical or mental handicap, or medical conditions.

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

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

31 11. **NONDISCRIMINATION IN EMPLOYMENT:**

32 A. Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or
33 holding companies are and will be treated equally by it without regard to, or because of, race, religion,
34 national origin, ancestry, sex, age, marital status, physical handicap, or political affiliation, and in compliance
35 with all applicable Federal and State anti-discrimination laws and regulations.

1 B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and
2 that employees are treated during employment, without regard to race, religion, national origin, ancestry, sex,
3 age, marital status, physical handicap, or political affiliation. Such action shall include, but is not limited to,
4 the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or
5 termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

6 C. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or
7 because of race, religion, ancestry, national origin, sex, age, marital status, physical handicap, or political
8 affiliation.

9 D. Contractor shall allow County representatives access to its employment records during
10 regular business hours to verify compliance with the provisions of this Paragraph 11 when so requested by
11 Director.

12 E. If County finds that any of the above provisions has been violated, the same shall constitute
13 a material breach of this Agreement upon which County may immediately terminate or suspend this
14 Agreement. While County reserves the right to determine independently that the anti-discrimination
15 provisions of this Agreement have been violated, in addition, a determination by the California Fair
16 Employment Practices Commission or the Federal Equal Employment Opportunity Commission that
17 Contractor has violated State or Federal anti-discrimination laws or regulations shall constitute a finding by
18 County that Contractor has violated the anti-discrimination provisions of this Agreement.

19 F. In the event that Contractor violates any of the anti-discrimination provisions of this
20 Paragraph 11, County shall be entitled, at its option, to the sum of FIVE HUNDRED DOLLARS (\$500)
21 pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this
22 Agreement.

23 12. **FAIR LABOR STANDARDS:** Contractor shall comply with all applicable provisions of the Federal
24 Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees,
25 and agents, from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages,
26 penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to,
27 the Federal Fair Labor Standards Act, for services performed by Contractor's employees for which County
28 may be found jointly or solely liable.

29 13. **INDEMNIFICATION AND INSURANCE:**

30 A. Indemnification: The Contractor shall indemnify, defend and hold harmless County, and its
31 Special Districts, elected and appointed officers, employees, and agents from and against any and all liability,
32 including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and
33 expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or
34 relating to this Contract.

1 B. General Provisions for All Insurance Coverage: Without limiting Contractor's indemnification
2 of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract
3 have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the
4 requirements specified in Sections B and C of this Contract, and shall require all of its independent
5 contractors to maintain, the following programs of insurance specified in this Contract. These minimum
6 insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate
7 from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no
8 way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise
9 from or relate to this Contract.

10 1) Evidence of Insurance and Notice to County: Certificate(s) of insurance coverage
11 (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and
12 its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall
13 be delivered to County at the address shown below and provided prior to commencing services under this
14 Contract.

15 (a) Renewal Certificates shall be provided to County not less than 10 days prior
16 to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of
17 any required Contractor and/or Sub-Contractor insurance policies at any time.

18 (b) Certificates shall identify all Required Insurance coverage types and limits
19 specified herein, reference this Contract by name or number, and be signed by an authorized representative
20 of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor
21 identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer
22 providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its
23 financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand
24 (\$50,000.00) dollars, and list any County required endorsement forms.

25 (c) Neither the County's failure to obtain, nor the County's receipt of, or failure
26 to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or
27 information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a
28 waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements
29 shall be send to: *County of Los Angeles – Department of Mental Health, Contracts Development and*
30 *Administration Division, 550 South Vermont Avenue, 5th Floor, Los Angeles, CA 90020.*

31 Contractor also shall promptly report to County any injury or property damage accident or incident,
32 including any injury to a Contractor employee occurring on County property, and any loss, disappearance,
33 destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor
34 also shall promptly notify County of any third party claim or suit filed against Contractor or any of its
35 Independent Contractors and/or Sub-Contractors which arises from or relates to this Contract, and could

1 result in the filing of a claim or lawsuit against Contractor and/or County.

2 2) Additional Insured Status and Scope of Coverage: The County of Los Angeles, its
3 Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its
4 Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to
5 liability arising out of Contractor's ongoing and completed operations performed on behalf of the County.
6 County and its Agents additional insured status shall apply with respect to liability and defense of suits arising
7 out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the
8 County. The full policy limits and scope of protection also shall apply to the County and its Agents as an
9 additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use
10 of an automatic additional insured endorsement form is acceptable providing it satisfies the Required
11 Insurance provisions herein.

12 3) Cancellation of or Changes in Insurance: Contractor shall provide County with, or
13 Contractor's insurance policies shall contain a provision that County shall receive, written notice of
14 cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or
15 policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation
16 for non-payment of premium and thirty (3) days in advance for any other cancellation or policy change.
17 Failure to provide written notice of cancellation or any change in Required Insurance may constitute a
18 material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or
19 terminate this Contract.

20 4) Failure to Maintain Insurance: Contractor's failure to maintain or to provide
21 acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the
22 Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or
23 terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from
24 said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to
25 Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

26 5) Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the
27 County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

28 6) Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with
29 respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage
30 available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of
31 and not contribute to any Contractor coverage.

32 7) Waivers of Subrogation: To the fullest extent permitted by law, the Contractor
33 hereby waives its rights and its insurer(s)' rights of recovery against County under all of the Required
34 Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to
35 execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

1 8) Independent Contractors and/or Sub-Contractor Insurance Coverage

2 Requirements: Contractor shall include all Independent Contractors and/or Sub-Contractors as insureds
3 under Contractor's own policies, or shall provide County with each Independent Contractors and/or Sub-
4 Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each
5 Independent Contractor and/or Sub-Contractor complies with the Required Insurance provisions herein, and
6 shall require that each Independent Contractor and/or Sub-Contractor name the County and Contractor as
7 additional insureds on the Independent Contractor's and/or Sub-Contractor's General Liability policy.
8 Contractor shall obtain County's prior review and approval of any Independent Contractor and/or Sub-
9 Contractor request for modification of the Required Insurance.

10 9) Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not

11 obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to
12 require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a
13 bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims
14 investigation, administration and defense expenses. Such bond shall be executed by a corporate surety
15 licensed to transact business in the State of California.

16 10) Claims Made coverage: If any part of the Required Insurance is written on a claims

17 made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor
18 understands and agrees it shall maintain such coverage for a period of not less than three (3) years following
19 Contract expiration, termination or cancellation.

20 11) Application of Excess Liability Coverage: Contractors may use a combination of

21 primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the
22 underlying primary policies, to satisfy the Required Insurance provisions.

23 12) Separation of Insureds: All liability policies shall provide cross-liability coverage as

24 would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with
25 no insured versus insured exclusions or limitations.

26 13) Alternative Risk Financing Programs: The County reserves the right to review, and

27 then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling
28 arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its
29 Agents shall be designated as an Additional Covered Party under any approved program.

30 14) County Review and Approval of Insurance Requirements: The County reserves the

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

33 C. **INSURANCE COVERAGE:**

34 1) **Commercial General Liability** insurance (provide scope of coverage equivalent to

35 ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less

1 than:

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

6 2) **Workers Compensation and Employers' Liability** insurance or qualified self-
7 insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not
8 less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or
9 temporary staffing firm or a professional employer organization (PEO), coverage also shall include an
10 Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01
11 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that
12 County will receive not less than thirty (30) days advance written notice of cancellation of this coverage
13 provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the
14 requirements of any federal workers or workmen's compensation law or any federal occupational disease
15 law.

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

21 4) **Professional Liability/Errors and Omissions** Insurance covering Contractor's
22 liability arising from or related to this Contract, with limits of not less than \$1 million per claim and \$2 million
23 aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not
24 less than three (3) years following this Agreement's expiration, termination or cancellation.

25 5) **Automobile Liability** Contractor or independent contractor shall obtain insurance
26 (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than Three Hundred
27 Thousand Dollars (\$300,000) for each accident. Such insurance shall include coverage for all "owned",
28 "hired" and "non-owned" vehicles, or coverage for "any auto".

29 14. **FAILURE TO PROCURE INSURANCE**: Failure on the part of Contractor and independent
30 contractor to procure or maintain the required insurance in Paragraph 13 above shall constitute a material
31 breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach". If such
32 breach is not cured, retroactive to the effective date of this Agreement, within ten (10) business days
33 following the giving of such Notice, then County may, at County's sole discretion, immediately terminate this
34 Agreement pursuant to the provisions of Paragraph 1, TERM, of this Agreement. County's failure to exercise

1 this right of termination shall not constitute waiver of such right, and the same may be exercised at any
2 subsequent time.

3 15. **CONTRACTOR'S OFFICES:** Contractor's business address is noted in Paragraph 65, NOTICES,
4 below. Contractor shall notify in writing County's Department of Mental Health of any change in its business
5 address at least ten (10) working days prior to the effective date thereof.

6 If during the term of this Agreement, the corporate or other legal status of Contractor changes, or the name
7 of Contractor changes, then Contractor shall notify County's DMH, in writing detailing such changes at least
8 thirty (30) calendar days prior to the effective date thereof.

9 16. **NON-APPROPRIATION OF FUNDS CONDITION:** Notwithstanding any other provision of this
10 Agreement, County shall not be obligated for Contractor's performance hereunder during any of County's
11 July 1 through June 30 fiscal years unless and until County's Board of Supervisors appropriates funds for this
12 Agreement in County's Budget for each such fiscal year. If County's Board of Supervisors fails to appropriate
13 funds for any such fiscal year, this Agreement shall be deemed to have terminated on June 30th of the prior
14 fiscal year. County shall notify Contractor in writing of such non-appropriation of funds at the earliest possible
15 date.

16 17. **WARRANTY AGAINST CONTINGENT FEES:** Contractor warrants that no person or selling agency
17 has been employed or retained to solicit or secure this Agreement upon any agreement or understanding for
18 any commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide
19 established commercial or selling agencies maintained by Contractor for the purpose of securing business.
20 For Contractor's breach or violation of this warranty, County may, in its sole discretion, deduct from the
21 Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage,
22 brokerage, or contingent fee.

23 18. **CONFLICT OF INTEREST:**

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

31 B. Contractor shall comply with all conflict of interest laws, ordinances and regulations now in
32 effect or hereafter to be enacted during the term of this Agreement. Contractor warrants that it is not now
33 aware of any facts which create a conflict of interest. If Contractor hereafter becomes aware of any facts
34 which might reasonably be expected to create a conflict of interest, it shall immediately make full written
35 disclosure of such facts to County. Full written disclosure shall include, without limitation, identification of all

1 persons implicated and complete description of all relevant circumstances.

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

9 20. **INDEPENDENT STATUS OF CONTRACTOR:**

10 A. This Agreement is by and between County and Contractor and is not intended, and shall not
11 be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or
12 association, as between County and Contractor. The employees, agents, subcontractors and/or independent
13 contractors of one party shall not be, or be construed to be, the employees or agents of the other party for
14 any purpose whatsoever.

15 B. Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons
16 performing work pursuant to this Agreement all compensation and benefits. County shall have no liability or
17 responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal,
18 State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of
19 Contractor.

20 C. Contractor does not employ the Psychiatrists who perform services pursuant to this
21 Agreement, but will enter into independent contracts with the Psychiatrists to carry out the services needed
22 by the County. Independently contracted Psychiatrists (hereinafter known as "independent contractors") are
23 not employees of County or Contractor. County nor Contractor assumes responsibility for social security
24 payments, worker's compensation insurance, unemployment or health insurance for independent contractors
25 placed at County facilities by Contractor

26 D. Pursuant to Senate Bill No. 279, as codified in Chapter 5 of Division 2 of the California
27 Business and Professions Code Section 2418, the parties acknowledge that Contractor, as a Locum Tenens
28 agency, is not for purposes of California law, considered an employment agency. To the extent any
29 provisions of the Agreement conflict with SB 279, the provisions of SB 279 shall govern and prevail.
30 Notwithstanding the foregoing, and in accordance with SB 279, temporary psychiatrists contracted with
31 Contractor shall be considered "independent contractors" and Contractor shall, consistent with Paragraph 22,
32 SUBCONTRACTING, under this Agreement, execute with all independent contractors the requisite
33 subcontract as described in Paragraph 22.

34 21. **DELEGATION AND ASSIGNMENT BY CONTRACTOR:**

35 A. Contractor shall not assign its rights or delegate its duties under this Agreement, or both,

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

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

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

20 **22. SUBCONTRACTING:**

21 A. No performance of this Agreement, or any portion thereof, shall be subcontracted by
22 Contractor without the prior written consent of County as provided in this Paragraph 22. Any attempt by
23 Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the
24 prior written consent of County, shall be null and void and shall constitute a material breach of this
25 Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by
26 Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of
27 this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a
28 third party beneficiary of this Agreement.

29 B. If Contractor desires to subcontract any portion of its performance, obligations, or
30 responsibilities under this Agreement, Contractor shall make a written request to County for written approval
31 to enter into the particular subcontract. Contractor's request to County shall include:

- 32 (1) The reasons for the particular subcontract.
- 33 (2) A detailed description of the services to be provided by the subcontract.
- 34 (3) Identification of the proposed subcontractor/independent contractor and an
35 explanation of why and how the proposed subcontractor/independent contractor was selected, including the

1 degree of competition involved.

2 (4) A description of the proposed subcontract amount and manner of compensation,
3 together with Contractor's cost or price analysis thereof.

4 (5) A copy of the proposed subcontract which shall contain the following provision:
5 "This contract is a subcontract under the terms of the prime contract with the County of Los
6 Angeles and shall be subject to all of the provisions of such prime contract."

7 (6) A copy of the proposed subcontract, if in excess of \$10,000 and utilizes State funds,
8 shall also contain the following provision:

9 "The contracting parties shall be subject to the examination and audit of the Auditor General
10 for a period of three (3) years after final payment under contract (Government Code, Section
11 8546.7)."

12 The Contractor will also be subject to the examination and audit of the State Auditor
13 General for a period of three (3) years after final payment under contract (Government Code, Section
14 8546.7).

15 (7) Any other information and/or certifications requested by County.

16 C. County shall review Contractor's request to subcontract and shall determine, in its sole
17 discretion, whether or not to consent to such request on a case-by-case basis.

18 D. Contractor shall indemnify and hold harmless County, its officers, employees, and agents,
19 from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense
20 costs and legal fees, arising from or related to Contractor's use of any subcontractor, including any officers,
21 employees, independent contractors, or agents of any subcontractor/independent contractor, in the same
22 manner as required for Contractor, its officers, employees, independent contractors, and agents, under this
23 Agreement.

24 E. Notwithstanding any County consent to any subcontracting, Contractor shall remain fully
25 liable and responsible for any and all performance required of it under this Agreement, and no subcontract
26 shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to
27 limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval
28 limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County
29 approval of any subcontract shall not be construed in any way to constitute the determination of the allow
30 ability or appropriateness of any cost or payment under this Agreement.

31 F. In the event that County consents to any subcontracting, such consent shall be subject to
32 County's right to give prior and continuing approval of any and all subcontractor personnel providing services
33 under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County
34 shall be immediately removed from the provision of any services under the particular subcontract or that
35 other action is taken as requested by County. County shall not be liable or responsible in any way to

1 Contractor, to any subcontractor/independent contractor, or to any officers, employees, independent
2 contractors, or agents of Contractor or any subcontractor/independent contractor, for any liability, damages,
3 costs or expenses arising from or related to County's exercise of such right.

4 G. In the event that County consents to any subcontracting, such consent shall be subject to
5 County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor
6 when such action is deemed by County to be in its best interest. County shall not be liable or responsible in
7 any way to Contractor, to any subcontractor, or to any officers, employees, independent contractors, or
8 agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or
9 related to County's exercise of such right.

10 H. In the event that County consents to any subcontracting, each and all of the provisions of
11 this Agreement and any amendment thereto shall extend to, be binding upon, and inure to the benefit of, the
12 successors or administrators of the respective parties.

13 I. In the event that County consents to any subcontracting, such consent shall apply to each
14 particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 22 or a blanket
15 consent to any further subcontracting.

16 J. In the event that County consents to any subcontracting, Contractor shall be solely liable and
17 responsible for any and all payments and/or other compensation to all subcontractors and their officers,
18 employees, independent contractors, and agents. County shall have no liability or responsibility whatsoever
19 for any payment and/or other compensation for any subcontractors or their officers, employees, independent
20 contractors, and agents.

21 K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration
22 Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 22,
23 on or immediately after the effective date of the subcontract but in no event later than the date any services
24 are performed under the subcontract.

25 L. In the event that County consents to any subcontracting, Contractor shall obtain and
26 maintain on file an executed Subcontractor Employee Acknowledgment of Employer, for each of the
27 subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be
28 delivered to the Chief of DMH's Contracts Development and Administration Division on or immediately after
29 the commencement date of the particular subcontract but in no event later than the date such employee first
30 performs any services under the subcontract.

31 M. County shall have no liability or responsibility whatsoever for any payment or other
32 compensation for any subcontractor/independent contractor or its officers, employees, and agents.

33 N. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph
34 22, including, but not limited to, consenting to any subcontracting.

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1 23. **GOVERNING LAW, JURISDICTION AND VENUE:** This Agreement shall be governed by, and
2 construed in accordance with, the laws of the State of California. Contractor agrees and consents to the
3 exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and
4 further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of
5 Los Angeles, California. Further, this Agreement shall be governed by, and construed in accordance with, all
6 laws, regulations, and contractual obligations of County under its agreement with the State.

7 24. **COMPLIANCE WITH APPLICABLE LAW:**

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

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

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

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

25 25. **LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:**

26 A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses,
27 permits, registrations, accreditations, and certificates, as required by all Federal, State, and local laws,
28 ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor's
29 site(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees,
30 and independent contractors, who perform services hereunder, shall obtain and maintain in effect during the
31 term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are
32 applicable to their performance hereunder. A copy of each independent contractor's license, permit,
33 registration, accreditation, and certificate as required by all applicable Federal, State, and local laws,
34 ordinances, rules, regulations, manuals, guidelines and directives shall be provided, to DMH's Office of the
35 Medical Director.

1 26. **TERMINATION FOR DEFAULT:**

2 A. County may, by written notice of default to Contractor, terminate this Agreement immediately
3 in any one of the following circumstances:

4 (1) If, as determined in the sole judgment of County, Contractor fails to perform any
5 services within the times specified in this Agreement or any extension thereof as County may authorize in
6 writing; or

7 (2) If, as determined in the sole judgment of County, Contractor fails to perform and/or
8 comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger
9 performance of this Agreement in accordance with its terms, and in either of these two circumstances, does
10 not cure such failure within a period of five days (or such longer period as County may authorize in writing)
11 after receipt of notice from County specifying such failure.

12 B. In the event that County terminates this Agreement as provided in Subparagraph A, County
13 may procure, upon such terms and in such manner as County may deem appropriate, services similar to
14 those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by
15 County, as determined by County, for such similar services.

16 C. The rights and remedies of County provided in this Paragraph 25 shall not be exclusive and
17 are in addition to any other rights and remedies provided by law or under this Agreement.

18 27. **TERMINATION FOR IMPROPER CONSIDERATION:** County may, by written notice to Contractor,
19 immediately terminate the right of Contractor to proceed under this Agreement if it is found that
20 consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to
21 any County officer, employee or agent with the intent of securing the Agreement or securing favorable
22 treatment with respect to the award, amendment or extension of the Agreement or the making of any
23 determinations with respect to the Contractor's performance pursuant to the Agreement. In the event of such
24 termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in
25 the event of default by the Contractor.

26 Contractor shall immediately report any attempt by a County officer or employee to solicit such
27 improper consideration. The report shall be made either to the County manager charged with the supervision
28 of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800)
29 544-6861.

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

32 28. **TERMINATION FOR INSOLVENCY:**

33 A. County may terminate this Agreement immediately in the event of the occurrence of any of
34 the following:

35 (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has

1 ceased to pay its debts for at least sixty days in the ordinary course of business or cannot pay its debts as
2 they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether
3 or not Contractor is insolvent within the meaning of the Federal Bankruptcy Code.

4 (2) The filing of a voluntary or involuntary petition regarding Contractor under the
5 Federal Bankruptcy Code.

6 (3) The appointment of a Receiver or Trustee for Contractor.

7 (4) The execution by Contractor of a general assignment for the benefit of creditors.

8 B. The rights and remedies of County provided in this Paragraph 28 shall not be exclusive and
9 are in addition to any other rights and remedies provided by law or under this Agreement

10 29. **TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S**
11 **DEFAULTED PROPERTY TAX REDUCTION PROGRAM:** Failure of Contractor to maintain compliance
12 with the requirements set forth in Paragraph 52, "CONTRACTOR'S WARRANTY OF COMPLIANCE WITH
13 COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM", shall constitute default under this
14 contract. Without limiting the rights and remedies available to COUNTY under any other provision of this
15 contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which
16 County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code
17 Chapter 2.206.

18 30. **TERMINATION WITHOUT CAUSE:** This Agreement may be terminated by either party at any time
19 without cause by giving at least 30 calendar days prior written notice to the other party.

20 31. **SEVERABILITY:** If any provision of this Agreement or the application thereof to any person or
21 circumstance is held invalid, the remainder of this Agreement and the application of such provision to other
22 persons or circumstances shall not be affected thereby.

23 32. **CAPTIONS AND PARAGRAPH HEADINGS:** Captions and paragraph headings used in this
24 Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing
25 this Agreement.

26 33. **WAIVER:** No waiver by County of any breach of any provision of this Agreement shall constitute a
27 waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time,
28 any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth
29 in this Paragraph 31 shall not be exclusive and are in addition to any other rights and remedies provided by
30 law or under this Agreement.

31 34. **EMPLOYMENT ELIGIBILITY VERIFICATION:** Contractor warrants that it fully complies with all
32 Federal statutes and regulations regarding employment of aliens and others and that all its employees
33 performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes
34 and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all
35 verification and other documentation of employment eligibility status required by Federal statutes and

1 regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such
2 documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless
3 County, its officers and employees from and against any employer sanctions and any other liability which may
4 be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or
5 regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

6 35. **AUTHORIZATION WARRANTY:** Contractor represents and warrants that the person executing this
7 Agreement for Contractor is an authorized agent who has actual authority to bind Contractor to each and
8 every term, condition, and obligation of this Agreement and that all requirements of Contractor have been
9 fulfilled to provide such actual authority.

10 36. **RESTRICTIONS ON LOBBYING:** If any Federal funds are to be used to pay for any of Contractor's
11 services under this Agreement, Contractor shall fully comply with all certification and disclosure requirements
12 prescribed by Section 319 of Public Law 101-121 (31 United States Code Section 1352) and any
13 implementing regulations, and shall ensure that each of its subcontractors receiving funds under this
14 Agreement also fully complies with all such certification and disclosure requirements.

15 37. **CERTIFICATION OF DRUG-FREE WORK PLACE:** Contractor certifies and agrees that Contractor
16 and its employees shall comply with DMH's policy of maintaining a drug-free work place. Contractor and its
17 employees shall not manufacture, distribute, dispense, possess, or use any controlled substances as defined
18 in 21 United States Code Section 812, including, but not limited to, marijuana, heroin, cocaine, and
19 amphetamines, at any of Contractor's facilities or work sites or County's facilities or work sites. If Contractor
20 or any of its employees is convicted of or pleads nolo contendere to any criminal drug statute violation
21 occurring at any such site or work site, then Contractor, within five days thereafter, shall notify Director in
22 writing.

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

29 39. **CHILD SUPPORT COMPLIANCE PROGRAM:**

30 A. **Contractor's Warranty of Adherence to County's Child Support Compliance Program:**
31 Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit
32 financially from County through contract are in compliance with their court-ordered child, family, and spousal
33 support obligations in order to mitigate the economic burden otherwise imposed upon County and its
34 taxpayers.

35 /

1 As required by County's Child Support Compliance Program (County Code Chapter 2.200)
2 and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law,
3 Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in
4 compliance with employment and wage reporting requirements as required by the Federal Social Security Act
5 (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement
6 all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department Notices of
7 Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure
8 Section 706.031 and Family Code Section 5246(b).

9 B. Termination for Breach of Warranty to Maintain Compliance with County's Child Support
10 Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in
11 Subparagraph A (Contractor's Warranty of Adherence to County's Child Support Compliance Program) shall
12 constitute default under this Agreement. Without limiting the rights and remedies available to County under
13 any other provision of this Agreement, failure of Contractor to cure such default within 90 calendar days of
14 written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 26
15 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter
16 2.202.

17 40. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor
18 shall notify its employees, independent contractors, and shall require each subcontractor to notify its
19 employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws.
20 Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service
21 Notice 1015.

22 41. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors'
23 policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use
24 recycled-content paper to the maximum extent possible on the Project.

25 42. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

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

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

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

1 hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to
2 the same procedures as for a debarment hearing.

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

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

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

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

31 **45. REPORTS:** Contractor shall make reports as required by Director regarding Contractor's activities
32 and operations as they relate to Contractor's performance of this Agreement. In no event may County
33 require such reports unless it has provided Contractor with at least thirty days' prior written notification.
34 County shall provide Contractor with a written explanation of the procedures for reporting the required
35 information.

1 46. **CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER**
2 **COUNTY EMPLOYEES ON A REEMPLOYMENT LIST:** Should Contractor require additional or
3 replacement personnel after the effective date of this Agreement to perform the services set forth herein,
4 Contractor shall give first consideration for such employment openings to qualified permanent County
5 employees who are targeted for layoff or qualified former County employees who are on a reemployment list
6 during the term of this Agreement.

7 47. **CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL**
8 **RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT:** Should
9 Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor
10 shall give consideration for any such employment openings to participants in the County's Department of
11 Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities
12 for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. If
13 Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide
14 information regarding job openings and job requirements to Department of Public Social Services'
15 GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job
16 category, to contractor.

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

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

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

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

32 50. **ENTIRE AGREEMENT:** The body of this Agreement and Exhibits A, B, C, D, E, F, G and H
33 attached hereto and incorporated herein by reference, shall constitute the complete and exclusive statement
34 of understanding between the parties which supersedes all previous agreements, written or oral, and all other
35 communications between the parties relating to the subject matter of this Agreement. In the event of any

1 conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the
2 contents or description of any service or other work, or otherwise, between the body of this Agreement and
3 the exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the body of this
4 Agreement and then to such other documents according to the following priority:

5 Exhibit A—DESCRIPTION OF SERVICES

6 Exhibit B—BILLING, PAYMENT AND SCHEDULE OF RATES

7 Exhibit C—ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

8 Exhibit D—SAFELY SURRENDERED BABY LAW

9 Exhibit E—CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

10 Exhibit F—CONTRACT EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALIT AGREEMENT

11 Exhibit G—CONTRACTOR NON-EMPLOYEE AND CONFIDENTIALITY AGREEMENT

12 Exhibit H—CONTRACTORS CHARITABLE ACTIVITIES COMPLIANCE

13 51. **FORCE MAJEURE:**

14 A. Neither party shall be liable for such party's failure to perform its obligations under and in
15 accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions,
16 other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's
17 independent contractor, freight embargoes, or other similar events to those described above, but in every
18 such case the failure to perform must be totally beyond the control and without any fault or negligence of
19 such party (such events are referred to in this sub-paragraph as "force majeure events").

20 B. Notwithstanding the foregoing, a default by a an independent contractor shall not constitute
21 a force majeure event, unless such default arises out of causes beyond the control of both Contractor and
22 such independent contractor, and without any fault or negligence of either of them. In such case, Contractor
23 shall not be liable for failure to perform, unless the goods or services to be furnished by the independent
24 contractor were obtainable from other sources in sufficient time to permit Contractor to meet the required
25 performance schedule. As used in the sub-paragraph, the term "independent contractor" mean independent
26 contractor at any tier.

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

31 52. **CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH**
32 **INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 AND THE HEALTH INFORMATION**
33 **TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (BUSINESS ASSOCIATE**
34 **AGREEMENT)**: Under this Agreement, Contractor ("Business Associate") provides services ("Services") to
35 County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health

1 Information in order to provide those Services.

2 Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance
3 Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated
4 thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy
5 Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code
6 of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The
7 Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate
8 ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of
9 Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health
10 Information by Business Associate if such a contract is not in place.

11 Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public
12 Law 111-005 ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and
13 Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and
14 such provisions must be incorporated into the Business Associate Agreement.

15 This Business Associate Agreement and the following provisions are intended to protect the privacy
16 and provide for the security of Protected Health Information disclosed to or used by Business Associate in
17 compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may
18 hereafter be amended.

19 Therefore, the parties agree as follows:

20 DEFINITIONS

21 1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

22 1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release,
23 transfer, provision of access to, or divulging in any other manner of Protected Health Information outside
24 Business Associate's internal operations or to other than its employees.

25 1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in
26 the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-
27 related information on an individual that is created, gathered, managed, and consulted by authorized health
28 care clinicians and staff.

29 1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. §
30 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers
31 (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk,
32 optical disk, or digital memory card; or (2) Transmission media used to exchange information already in
33 electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using
34 internet technology to link a business with information accessible only to collaborating parties), leased lines,
35 dial-up lines, private networks, and the physical movement of removable/transportable electronic storage

1 media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not
2 considered to be transmissions via electronic media, because the information being exchanged did not exist
3 in electronic form before the transmission.

4 The term "Electronic Media" draws no distinction between internal and external data, at rest (that is,
5 in storage) as well as during transmission.

6 1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic
7 protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means
8 Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

9 1.6 "Individual" means the person who is the subject of Protected Health Information and shall
10 include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

11 1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b)
12 as in effect or as amended.

13 1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information
14 at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

15 1.9 "Protected Health Information" has the same meaning as the term "protected health
16 information" in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate
17 from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the
18 past, present or future physical or mental health or condition of an Individual; the provision of health care to
19 an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii)
20 identifies the Individual (or for which there is a reasonable basis for believing that the information can be used
21 to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is
22 created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected
23 Health Information" includes Electronic Health Information.

24 1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use
25 or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law
26 includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a
27 court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require
28 the production of information; a civil or an authorized investigative demand; Medicare conditions of
29 participation with respect to health care providers participating in the program; and statutes or regulations that
30 require the production of information, including statutes or regulations that require such information if
31 payment is sought under a government program providing benefits.

32 1.11 "Security Incident" means the attempted or successful unauthorized access, Use,
33 Disclosure, modification, or destruction of information in, or interference with system operations of, an
34 Information System which contains Electronic Protected Health Information. However, Security Incident does
35 not include attempts to access an Information System when those attempts are not reasonably considered by

1 Business Associate to constitute an actual threat to the Information System.

2 1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health
3 Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160
4 and 164.

5 1.13 "Services" has the same meaning as in the body of this Agreement.

6 1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured
7 protected health information" in 45 C.F.R. § 164.402.

8 1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing,
9 employment, application, utilization, examination or analysis of such Information within Business Associate's
10 internal operations.

11 1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the
12 same meaning as those terms in the HIPAA Regulations and HITECH Act.

13 **OBLIGATIONS OF BUSINESS ASSOCIATE**

14 2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

15 (a) shall Use and Disclose Protected Health Information only as necessary to perform the
16 Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

17 (b) shall Disclose Protected Health Information to Covered Entity upon request;

18 (c) may, as necessary for the proper management and administration of its business or to
19 carry out its legal responsibilities:

20 (i) Use Protected Health Information; and

21 (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

22 Business Associate shall not Use or Disclose Protected Health Information for any other
23 purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so
24 Used or Disclosed by Covered Entity.

25 2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

26 (a) shall not Use or Disclose Protected Health Information for fundraising or marketing
27 purposes.

28 (b) shall not disclose Protected Health Information to a health plan for payment or health
29 care operations purposes if the Individual has requested this special restriction and has paid out of pocket in
30 full for the health care item or service to which the Protected Health Information solely relates.

31 (c) shall not directly or indirectly receive payment in exchange for Protected Health
32 Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act.
33 This prohibition shall not effect payment by Covered Entity to Business Associate. Covered Entity shall not
34 provide such written consent except upon express approval of the departmental privacy officer and only to
35 the extent permitted by law, including HIPAA and the HITECH Act.

1 2.3 Adequate Safeguards for Protected Health Information. Business Associate:

2 (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of
3 Protected Health Information in any manner other than as permitted by this Business Associate Agreement.
4 Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum
5 Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as
6 amended.

7 (b) as to Electronic Protected Health Information, shall implement and maintain
8 administrative, physical, and technical safeguards that reasonably and appropriately protect the
9 confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17,
10 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and
11 shall comply with the Security Rule's policies and procedure and documentation requirements.

12 2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of
13 Unsecured Protected Health Information. Business Associate

14 (a) shall report to Covered Entity each Use or Disclosure of Protected Health Information
15 that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties
16 under Business Associate's control with access to Protected Health Information but which is not specifically
17 permitted by this Business Associate Agreement or otherwise required by law.

18 (b) shall report to Covered Entity each Security Incident of which Business Associate
19 becomes aware.

20 (c) shall notify Covered Entity of each Breach by Business Associate, its employees,
21 representatives, agents or subcontractors of Unsecured Protected Health Information that is known to
22 Business Associate or, by exercising reasonable diligence, would have been known to Business Associate.
23 Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health
24 Information if the Breach is known, or by exercising reasonable diligence would have been known, to any
25 person, other than the person committing the Breach, who is an employee, officer, or other agent of the
26 Business Associate as determined in accordance with the federal common law of agency.

27 2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall
28 be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health
29 Information, Security Incident or Breach of Unsecured Protected Health Information by a telephone call to 1-
30 562- 940-3335.

31 2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic
32 notification shall be followed by written notification made without unreasonable delay and in no event later
33 than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected
34 Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

1 Chief Privacy Officer
2 Kenneth Hahn Hall of Administration
3 500 West Temple Street
4 Suite 525
5 Los Angeles, California 90012
6 HIPAA@auditor.lacounty.gov
7 (213) 974-2166

8 (a) The notification required by section 2.4 shall include, to the extent possible, the
9 identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably
10 believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

11 (b) the notification required by section 2.4 shall include, to the extent possible, all
12 information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

13 (i) A brief description of what happened, including the date of the Breach and
14 the date of the discovery of the Breach, if known;

15 (ii) A description of the types of Unsecured Protected Health Information that
16 were involved in the Breach (such as whether full name, social security number, date of birth, home address,
17 account number, diagnosis, disability code, or other types of information were involved);

18 (iii) Any other details necessary to conduct an assessment of whether there is
19 a risk of harm to the Individual;

20 (iv) Any steps Business Associate believes that the Individual could take to
21 protect him or herself from potential harm resulting from the breach;

22 (v) A brief description of what Business Associate is doing to investigate the
23 Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

24 (vi) The name and contact information for the person most knowledge
25 regarding the facts and circumstances of the Breach.

26 If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the
27 time of the notification required by section 2.4.2, Business Associate shall provide such information promptly
28 thereafter as such information becomes available.

29 2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the
30 notification required by section 2.4 if a law enforcement official states to Business Associate that
31 notification would impede a criminal investigation or cause damage to national security. If the law
32 enforcement official's statement is in writing and specifies the time for which a delay is required, Business
33 Associate shall delay notification, notice, or posting for the time period specified by the official; if the
34 statement is made orally, Business Associate shall document the statement, including the identity of the
35 official making the statement, and delay the notification, notice, or posting temporarily and no longer than

1 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of
2 this section is submitted during that time.

3 2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent
4 practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected
5 Health Information by Business Associate in violation of the requirements of this Business Associate
6 Agreement.

7 2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that
8 there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each
9 and every Breach of Unsecured Protected Health Information by Business Associate, its employees,
10 representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its
11 obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security
12 Regulations, including:

13 (a) Notifying each Individual whose Unsecured Protected Health Information has been,
14 or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

15 (b) The notification required by paragraph (a) of this Section 2.6 shall include, to the
16 extent possible:

17 (i) A brief description of what happened, including the date of the Breach and the
18 date of the discovery of the Breach, if known;

19 (ii) A description of the types of Unsecured Protected Health Information that were
20 involved in the Breach (such as whether full name, social security number, date of birth, home address,
21 account number, diagnosis, disability code, or other types of information were involved);

22 (iii) Any steps the Individual should take to protect him or herself from potential
23 harm resulting from the Breach;

24 (iv) A brief description of what Business Associate is doing to investigate the
25 Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

26 (v) Contact procedures for Individual(s) to ask questions or learn additional
27 information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

28 (vi) The notification required by paragraph (a) of this section shall be written in plain
29 language.

30 Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6,
31 and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity,
32 including costs of notification, internet posting, or media publication, as a result of Business Associate's
33 Breach of Unsecured Protected Health Information.

34 2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business
35 Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of

1 Protected Health Information available to the Secretary of the federal Department of Health and Human
2 Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
3 Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and
4 provide Covered Entity with copies of any documents produced in response to such request.

5 2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered
6 Entity determines that any Protected Health Information constitutes a "designated record set" as defined by
7 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the
8 Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health
9 Information. Business Associate shall provide such access for inspection of that Protected Health
10 Information within two (2) business days after receipt of request from Covered Entity. Business Associate
11 shall provide copies of that Protected Health Information within five (5) business days after receipt of request
12 from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall
13 provide such information in electronic format to enable Covered Entity to fulfill its obligations under the
14 HITECH Act.

15 2.9 Amendment of Protected Health Information. Business Associate shall, to the extent
16 Covered Entity determines that any Protected Health Information constitutes a "designated record set" as
17 defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested
18 by Covered Entity. Business Associate shall make such amendment within ten (10) business days after
19 receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R.
20 § 164.526.

21 2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall
22 provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by
23 Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered
24 Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health
25 Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of
26 Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment,
27 payment, and health care operations.

28 However, Business Associate is not required to provide an Accounting of Disclosures that are
29 necessary to perform the Services because such Disclosures are for either payment or health care
30 operations purposes, or both.

31 Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of
32 the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health
33 Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of
34 the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10,
35 Business Associate shall document the information specified in (a) through (d), above, and shall securely

1 maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to
2 Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information
3 collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an
4 Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. §
5 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide
6 such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

7 2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity,
8 including its elected and appointed officers, employees, and agents, from and against any and all liability,
9 including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory
10 penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected
11 with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate
12 Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement
13 actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and
14 Human Services and/or Office for Civil Rights.

15 **OBLIGATION OF COVERED ENTITY**

16 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current
17 or future restrictions or limitations on the use of Protected Health Information that would affect Business
18 Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses
19 and disclosures accordingly.

20 **TERM AND TERMINATION**

21 4.1 Term. The term of this Business Associate Agreement shall be the same as the term of
22 this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5,
23 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

24 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set
25 forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with
26 knowledge of the other party's breach shall:

27 (a) Provide an opportunity for the breaching party to cure the breach or end the violation and
28 terminate this Agreement if the breaching party does not cure the breach or end the violation within the time
29 specified by the non-breaching party;

30 (b) Immediately terminate this Agreement if a party has breached a material term of this
31 Agreement and cure is not possible; or

32 (c) If neither termination nor cure is feasible, report the violation to the Secretary of the
33 federal Department of Health and Human Services.

34 4.3 Disposition of Protected Health Information Upon Termination or Expiration.

35 (a) Except as provided in paragraph (b) of this section, upon termination for any reason or

1 expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information
2 received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity.
3 This provision shall apply to Protected Health Information that is in the possession of subcontractors or
4 agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5 (b) In the event that Business Associate determines that returning or destroying the
6 Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of
7 the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the
8 protections of this Business Associate Agreement to such Protected Health Information and limit further Uses
9 and Disclosures of such Protected Health Information to those purposes that make the return or destruction
10 infeasible, for so long as Business Associate maintains such Protected Health Information.

11 MISCELLANEOUS

12 5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer
13 upon any person other than the parties and their respective successors or assigns, any rights, remedies,
14 obligations, or liabilities whatsoever.

15 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and
16 subcontractors that receive Protected Health Information from Business Associate, or create Protected
17 Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement
18 obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

19 5.3 Relationship to Services Agreement Provisions. In the event that a provision of this
20 Business Associate Agreement is contrary to another provision of this Agreement, the provision of this
21 Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be
22 construed under, and in accordance with, the terms of this Agreement.

23 5.4 Regulatory References. A reference in this Business Associate Agreement to a section in
24 the Privacy or Security Regulations means the section as in effect or as amended.

25 5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in
26 favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

27 5.6 Amendment. The parties agree to take such action as is necessary to amend this
28 Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the
29 requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health
30 Information.

31 53. COMPLIANCE WITH JURY SERVICE PROGRAM:

32 A Jury Service Program: This Agreement is subject to the provisions of the County's
33 ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections
34 2.203.010 through 2.203.090 of the Los Angeles County Code.

35 /

1 B Written Employee Jury Service Policy:

2 1.1 Unless Contractor has demonstrated to the County's satisfaction either that
3 Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the
4 County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070
5 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees
6 shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury
7 service. The policy may provide that Employees deposit any fees received for such jury service with the
8 Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury
9 service.

10 1.2 For purposes of this Section, "Contractor" means a person, partnership, corporation
11 or other entity which has an Agreement with the County or a subcontract with a County Contractor and has
12 received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more
13 County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee
14 of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the
15 lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-
16 standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-
17 term, temporary services of 90 days or less within a 12-month period are not considered full-time for
18 purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the
19 County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The
20 provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury
21 Service Program shall be attached to the Agreement.

22 1.3 If Contractor is not required to comply with the Jury Service Program when the
23 Agreement commences, Contractor shall have a continuing obligation to review the applicability of its
24 "exception status" from the Jury Service Program, and Contractor shall immediately notify County if
25 Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if
26 Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately
27 implement a written policy consistent with the Jury Service Program. The County may also require, at any
28 time during the Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction
29 that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor"
30 and/or that Contractor continues to qualify for an exception to the Program.

31 1.4 Contractor's violation of this section of the Agreement may constitute a material
32 breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate
33 the Agreement and/or bar Contractor from the award of future County Agreements for a period of time
34 consistent with the seriousness of the breach.

1 54. **NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:** The
2 Contractor shall notify and provide to its employees, and shall require each independent contractor to notify
3 and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in
4 Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in **Exhibit D**
5 of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

6 55. **CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY**
7 **SURRENDERED BABY LAW:** The Contractor acknowledges that the County places a high priority on the
8 implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's
9 policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law"
10 poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its
11 independent contractors, if any, to post this poster in a prominent position in the independent contractor's
12 place of business. The County's Department of Children and Family Services will supply the Contractor with
13 the poster to be used.

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

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

32 58. **CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:**
33 Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing
34 services under any health care program funded by the Federal government, directly or indirectly, in whole or
35 in part, and that Contractor will notify Director within 30 calendar days in writing of: (1) any event that would

1 require Contractor or a staff member's mandatory exclusion from participation in a Federally funded health
2 care program; and (2) any exclusionary action taken by any agency of the Federal government against
3 Contractor or one or more staff members barring it or the staff members from participation in a Federally
4 funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

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

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

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

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

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

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

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

3 60. **LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:** This contract is subject to
4 the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as
5 codified in Chapter 2.204 of the Los Angeles County Code.

6 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to
7 obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain
8 certification as a Local Small Business Enterprise.

9 Contractor shall not willfully and knowingly make a false statement with the intent to defraud,
10 whether by affidavit, report, or other representation, to a County official or employee for the purpose of
11 influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

12 If Contractor has obtained certification as a Local Small Business Enterprise by reason of having
13 furnished incorrect supporting information or by reason of having withheld information, and which knew, or
14 should have known, the information furnished was incorrect or the information withheld was relevant to its
15 request for certification, and which by reason of such certification has been awarded this contract to which it
16 would not otherwise have been entitled, shall:

17 1. Pay to the County any difference between the contract amount and what the
18 County's costs would have been if the contract had been properly awarded;

19 2. In addition to the amount described in subdivision (1), be assessed a penalty in an
20 amount of not more than 10 percent of the amount of the contract; and

21 3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code
22 (Determinations of Contractor Non-responsibility and Contractor Debarment).

23 The above penalties shall also apply to any business that has previously obtained proper
24 certification, however, as a result of a change in their status would no longer be eligible for certification, and
25 fails to notify the state and the Internal Services Department of this information prior to responding to a
26 solicitation or accepting a contract award.

27 61. **CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:** Contractor shall
28 provide to County an executed Contractor Acknowledgement and Confidentiality Agreement (Exhibit E) prior
29 to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental
30 Health, ATTN: Chief, Contracts Development and Administration Division, 550 South Vermont Avenue, Los
31 Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the
32 date the Contractor first performs work under this Agreement.

33 62. **CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT:**
34 Contractor shall maintain on file an executed Contractor Employee Acknowledgement and Confidentiality
35 Agreement (Exhibit F) for each individual who performs work under this Agreement after the effective date of

1 this Agreement but in no event later than the date the individual first performs work under this Agreement.
2 Such Agreements shall be maintained in accordance with all applicable County, State and Federal
3 requirements and made available for inspection and/or audit by authorized representatives of County, State
4 and/or Federal governments.

5 **63. CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY**

6 **AGREEMENT:** Contractor shall maintain on file an executed Contractor Non-Employee Acknowledgement
7 and Confidentiality Agreement (Exhibit G) for each individual who performs work under this Agreement after
8 the effective date of this Agreement but in no event later than the date the individual first performs work under
9 this Agreement. Such Agreements shall be maintained in accordance with all applicable County, State and
10 Federal requirements and made available for inspection and/or audit by authorized representatives of
11 County, State and/or Federal governments.

12 **64. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY**

13 **TAX REDUCTION PROGRAM:** Contractor acknowledges that County has established a goal of ensuring
14 that all individuals and businesses that benefit financially from County through contract are current in paying
15 their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise
16 imposed upon County and its taxpayers.

17 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of
18 its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los
19 Angeles County Code Chapter 2.2.60.

20 **65. BACKGROUND AND SECURITY INVESTIGATIONS:**

21 65.1 Each of Contractor's staff performing services under this Agreement who is in a designated
22 sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background
23 investigation to the satisfaction of County as a condition of beginning and continuing to perform services
24 under this Contract. Such background investigation may include, but shall not be limited to, criminal
25 conviction information obtained through fingerprints submitted to the California Department of Justice. The
26 fees associated with the background investigation shall be at the expense of the Contractor, regardless if the
27 member of Contractor's staff passes or fails the background investigation.

28 65.2 If a member of Contractor's staff does not pass the background investigation, County may
29 request that the member of Contractor's staff be immediately removed from performing services under the
30 Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's
31 staff any information obtained through the County's background investigation.

32 65.3 County, in its sole discretion, may immediately deny or terminate facility access to any
33 member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose
34 background or conduct is incompatible with County facility access.

1 65.4 Disqualification of any member of Contractor’s staff pursuant to this Paragraph 64.0 shall
2 not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this
3 Contract.

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

10 To Contractor: _____

11 _____

12 _____

13 _____

14 Attention: _____

15 _____

16 To County: Department of Mental Health

17 Contracts Development and Administration Division

18 550 South Vermont Ave., 5th Floor

19 Los Angeles, CA 90020

20 Attention: Richard Kushi, Chief

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

COUNTY OF LOS ANGELES

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

CONTRACTOR

By _____

Name _____

Title _____
(AFFIX CORPORATE SEAL HERE)

APPROVED AS TO FORM:
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

ALM: Temp Psyc. Svcs. Agreement 07-12

EXHIBIT A

DESCRIPTION OF SERVICES

1. SERVICES TO BE PROVIDED: Upon request, the independent contractors shall provide County mental health sites with personnel services listed herein. Independent contractors agree to provide, upon advance notice, such services on a 7 days per week, 24 hours per day basis. All such services shall be provided in accordance with specific terms and conditions contained in this Exhibit and shall be billed at the rates and in accordance with the billing and payment procedures described in Exhibit B.

Independent contractors who agree to provide services through Contractor hereunder shall be responsible for any and all duties within their specialty, as authorized by County mental health site's mental health administration.

A. Psychiatrist Services: Services to be provided hereunder shall include, but shall not be limited to:

- 1) Providing direct patient care, including work with individual patients, their families and significant others;
- 2) Consulting with other staff regarding patient care, medical and diagnostic work performed;
- 3) Participating in treatment team planning;
- 4) Performing psychiatric consultations with patients;
- 5) Conducting or coordinating appropriate physical, psychological, and laboratory assessment of patients to determine treatment and medication needs;
- 6) Prescribing medications;

7) Referring patients to other human service agencies and consulting with such, as required; and

8) Authorizing involuntary detention and transfer to hospitals as required.

B. Persons to be Served: Services shall be provided to diverse client populations served by DMH directly operated sites: (1) children, adolescents, adult, older adults, and families; (2) jail inmates; and (3) individuals with dual diagnosis (mental and substance use disorders).

C. Assignments: Independent contractors hereby acknowledge and accept that work assignments may be short or long term (i.e., a few days to several months), and they may be required to travel between sites.

2. CONTRACTOR'S RESPONSIBILITIES:

A. Business License: Contractor shall provide evidence that it has, for a minimum of 3 years, been in business as a provider of personnel services described in this Agreement. Prior to the execution of this Agreement, Contractor shall provide the Department of Mental Health, Contracts Development and Administration Division, with a copy of its current business license (or local government entity equivalent) and Federal and State Employer Identification Numbers.

B. Contract Manager: Contractor shall identify a Contract Manager who shall be responsible for overall operation of the Contract.

C. Prohibition Against Recruitment of County-Employed Psychiatrist: Contractor, and/or Contractor's employees, officers or agents, shall not hire,

recruit, attempt to recruit, or cause to be recruited, any County-employed psychiatrist, as psychiatrist for Contractor.

Any such attempted hiring or recruitment of any County-employed psychiatrist by Contractor, its employees, officers or agents shall constitute a material breach of this Agreement upon which the County may, at its sole discretion, immediately terminate this Agreement pursuant to the provisions of Paragraph 1 (TERM) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any subsequent time.

D. Prohibition Against the Utilization of County-Employed Psychiatrist:

Contractor shall not utilize any current County-employed psychiatrist (whether full-time or part-time) for the provision of services pursuant to this Agreement.

E. Recruitment:

1) Contractors shall verify that all independent contractors meet the professional qualifications described in Paragraph 5 of this Exhibit, prior to referring independent contractors to the Office of the Medical Director (OMD).

2) Contractor shall disclose to DMH's OMD the name of the independent contractor, location of work site, and duration of work assignment upon referral of an independent contractor to DMH's OMD.

3) Contractor shall retain and make available to County, upon request, documentation of all such professional qualifications, as described in

Paragraph 5 of this Exhibit, for purposes of inspection and audit.

4) If at any time it is discovered that an independent contractor lacks the appropriate licenses and/or certifications, and County inadvertently utilizes the services of such a person, County shall not pay for the time worked by that individual.

5) County, in its sole discretion, may refuse utilization of an independent contractor.

6) County mental health sites will not accept the services of Contractor's independent contractors with non-immigrant H-1A visa status during the term of this Agreement.

7) Contractor shall, at no cost to the County, make all travel arrangements to and from the County of Los Angeles, California, and shall be responsible for providing, or arranging for, housing for such out-of-state independent contractor, as needed.

F. County Mandated Staff Training: Independent contractors providing services hereunder shall complete County mandated trainings, such as Sexual Harassment Prevention training. Documentation that independent contractors have attended mandated training shall be retained by the County mental health site for purposes of inspection and audit.

G. Infection Control: If any of the independent contractors are diagnosed with having an infectious disease, and Contractor is made aware of such a diagnosis and such person has had contact with a County patient during the usual incubation period for such infectious disease, then Contractor shall

report such occurrences to the County mental health site 24 hours of becoming aware of the diagnosis.

For the purposes of this Agreement, the infectious diseases reportable hereunder are listed in the Public Health List of Reportable Diseases.

H. County Site Orientation: In-house orientation of all independent contractors may be required by any County mental health site. Orientation time at any given County mental health site shall be at County's expense up to a maximum of 8 hours.

3. TERM OF PERSONNEL ASSIGNMENT: The assignment of any Contractor's independent contractors to a County mental health site hereunder shall not extend beyond the expiration date of this Agreement.

4. INDEPENDENT CONTRACTOR'S PROFESSIONAL QUALIFICATIONS:

A. Licenses, Registrations and Certificates: All independent contractors providing services hereunder shall have the following professional qualifications, which must be valid and in force:

1) Certificate of completion of a psychiatric residency training program accredited by the Accreditation Council for Graduate Medical Education (ACGME) or equivalent.

2) Board eligibility or certification by the American Board of Psychiatry and Neurology, Inc. (ABPN) in General Psychiatry.

3) Board eligibility or certification in child and adolescent psychiatry only if independent contractor provides services to children and adolescents.

4) Certificate of current Controlled Substance Registration issued by

the Drug Enforcement Administration (DEA).

5) Physician and Surgeon license issued by the Medical Board of California.

6) Eligibility to participate in federally funded health care programs, as verified with the Office of the Inspector General (OIG) and the Medi-Cal suspended and ineligible list.

B. DMH will conduct criminal background investigations (including fingerprints) of the independent contractor staff providing services under this Agreement. In addition, Los Angeles County Sheriff's Department will conduct extensive background investigations on persons assigned to jail facilities. Further, independent contractor staff shall not be considered Contractor staff for purposes of the provisions of Paragraph 64 BACKGROUND AND SECURITY INVESTIGATIONS of Agreement.

C. Failure to comply with the requirements of Paragraph 4, as determined by a County audit/compliance review, shall constitute a material breach of this Agreement upon which County shall give Contractor written "Notice of Material Breach." If such breach is not cured within 10 business days following the giving of such "Notice of Material Breach", or reasonable steps not undertaken by Contractor to cure such default within a reasonable time, then County may, at its sole discretion, immediately terminate this Agreement pursuant to provisions of Paragraph 1 (TERM) in the body of this Agreement. County's failure to exercise this right of termination shall not constitute waiver of such right, and the same may be exercised at any

subsequent time.

5. PROHIBITION AGAINST COUNTY RECRUITMENT AND HIRING OF CONTRACTOR'S INDEPENDENT CONTRACTORS: It is not County's intent to utilize this Agreement to solicit or recruit Contractor's independently contracted psychiatrists to County employment. Contractor understands, however, that notices regarding available positions are posted in conspicuous locations at County mental health sites and that County mental health sites cannot restrict access to such information by independent contractors.

In the event an independent contractor expresses interest in County employment and County mental health site desires to recruit such independent contractor, County mental health site shall give notice of such fact to Contractor.

6. GENERAL CONDITIONS:

A. Contractor shall establish appropriate policies and procedures for an independent contractor who experiences an industrial accident while working at a County mental health site.

1) Contractor or independent contractor shall report industrial accidents that occur in at a County mental health site to the County mental health site's administrator or his/her authorized designee.

2) Contractor shall give each of its independent contractor providing services hereunder written instructions on the above policies and procedures.

3) A copy of the above policies and procedures shall be retained by Contractor and made available to County upon request for purposes of

inspection and audit.

- B. While at a County mental health site, independent contractor shall report to County mental health site's Administrator or his/her authorized designee.
- C. County may immediately cancel the Contractor's work site agreement and immediately terminate any independent contractor from providing services at a County mental health site for the following reasons:
 - 1) The independent contractor fails to comply with the terms of this Agreement, including, but not limited to required professional qualifications and eligibility to participate in federally funded health care programs, and
 - 2) The conduct of any independent contractor adversely affects the delivery of mental health services or poses imminent danger to the life or health of County patients/employees.
- D. Independent contractors, who agree to perform services at County mental health site, understand that a caseload shall not be in excess of a County-employed psychiatrist.
- E. County shall provide each independent contractor with a photo identification badge, with Contractor's name and the independent contractor's name easily visible. Such badge shall be worn at all times by independent contractors at a County mental health site.

EXHIBIT B

BILLING, PAYMENT, AND SCHEDULE OF RATES

I. BILLING AND PAYMENT:

A. Upon reporting for and leaving work, independent contractors shall sign in and out on Contractor-provided daily time sheets. County may request Contractor to use County-provided daily time sheets during the term of this Agreement, in which case a copy of the daily time sheet shall be sent to the Contractor weekly.

B. If Contractor removes independent contractor from County mental health site premises upon receipt of oral or written notice from County mental health site that the actions of the independent contractor may adversely affect the delivery of mental health services, Contractor shall bill County for only actual hours, or portion thereof, worked by independent contractor prior to his/her removal.

C. Contractor shall bill County at a minimum of 30 days after services are provided, in arrears, in accordance with terms, conditions, and rates set forth below. All billings shall clearly reflect and provide reasonable details of the services for which invoice/claim is made, including, but not limited to, type of services provided, names of independent contractors who provided services, dates and hours worked, and any other charges, as set forth in this Agreement.

D. Contractor shall submit original invoices with attached signed timesheets to the attention of the Accounting Division, Department of Mental Health, promptly at the end of each month. Upon receipt of a complete and correct invoice, County shall pay Contractor within 30 working days. Incorrect and/or discrepant billings, as determined by County, will be returned to Contractor for correction before payment is made.

II. GENERAL CONDITIONS:

A. County mental health site may change or cancel a work site agreement

without incurring any financial liability upon providing Contractor with at least 14 days prior notice.

III. HOURLY RATES:

A. All-inclusive Locum Tenens hourly rates for independently contracted psychiatrist services under this Agreement shall be:

Hourly Rates

| Psychiatrist Type | Description/Worksites | Rate | Spanish Speaking Rate |
|-----------------------------------|---|-------------|------------------------------|
| General Psychiatrist | Basic Rate | \$142.50 | \$157.50 |
| | Designated hard-to-recruit sites: Augustus F. Hawkins Adult Mental Health Clinic, Compton Mental Health Clinic, West Central Family Mental Health Clinic, Jail Mental Health Services | \$157.50 | \$172.50 |
| | Antelope Valley Mental Health Services and Palmdale Mental Health Clinic | \$180.00 | \$180.00 |
| Child and Adolescent Psychiatrist | Child and Adolescent Programs | \$157.50 | \$172.50 |
| | Challenger Memorial Youth Center | \$200.00 | \$200.00 |

B. The contracted rate shall increase by \$15.00 per hours for Spanish speaking psychiatrists except for sites which have not experienced difficulty placing these specially qualified temporary psychiatrists.

ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

In accordance with your agreement with the County of Los Angeles Department of Mental Health under Paragraph 56 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM):

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

I further certify as the official responsible for the administration of _____ (hereafter "Contractor"), that all of its officers, employees, agents, and/or independent 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 independent 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 independent 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 30 calendar days, in writing of:

- Any event that would restrict or suspend Contractor or any of its officers, employees, agents, and/or independent contractors 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, subcontractors, and/or independent contractors barring it or its officers, employees, agents, subcontractors, and/or independent 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 _____
Attestation Attach C

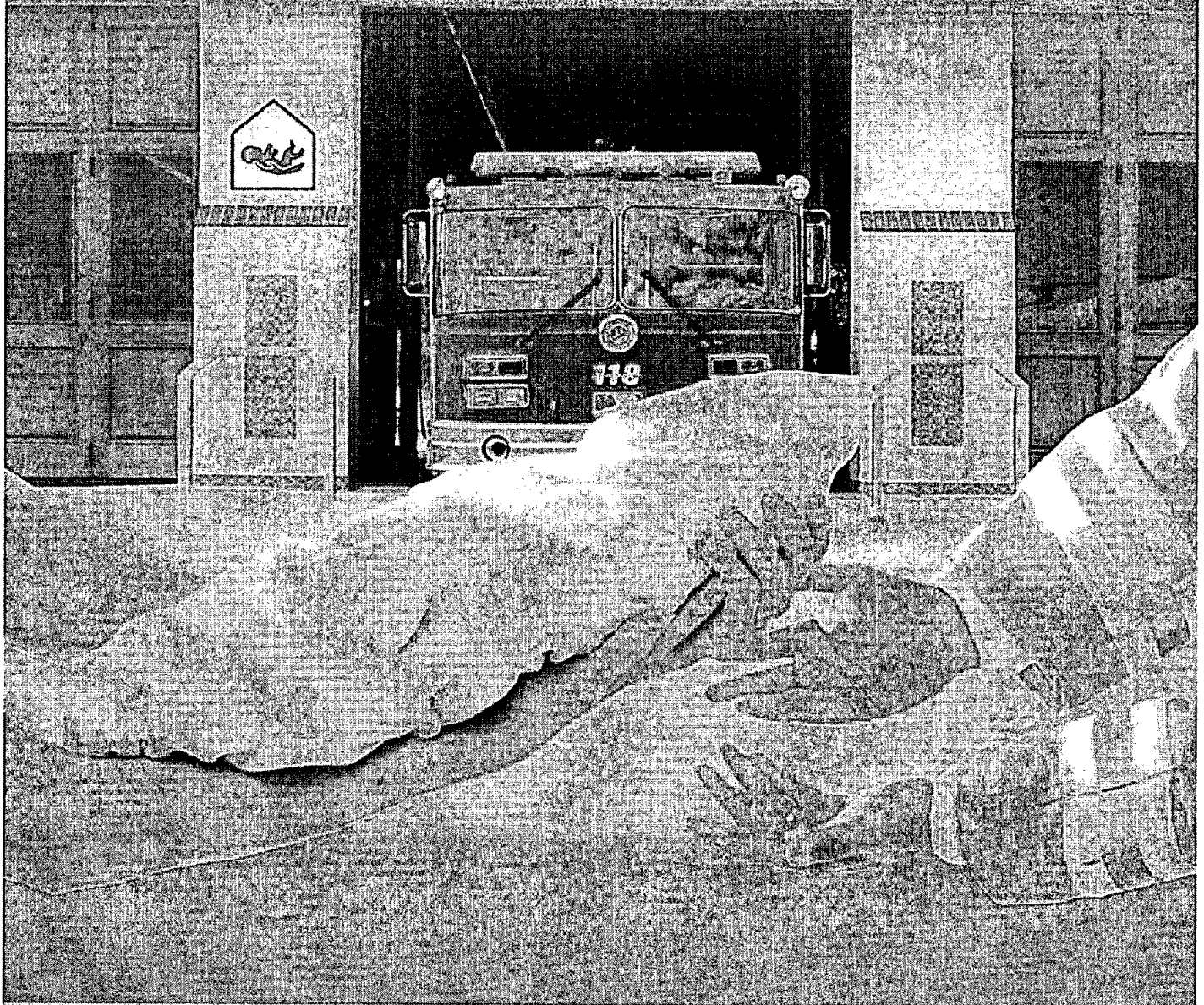
TEMPORARY PSYCHIATRIST SERVICES AGREEMENT
EXHIBIT D

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe.la.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?

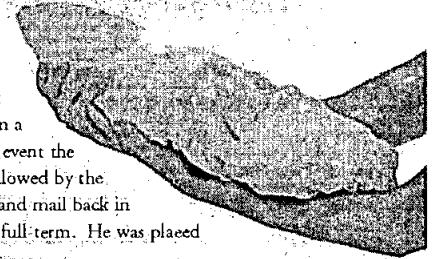
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

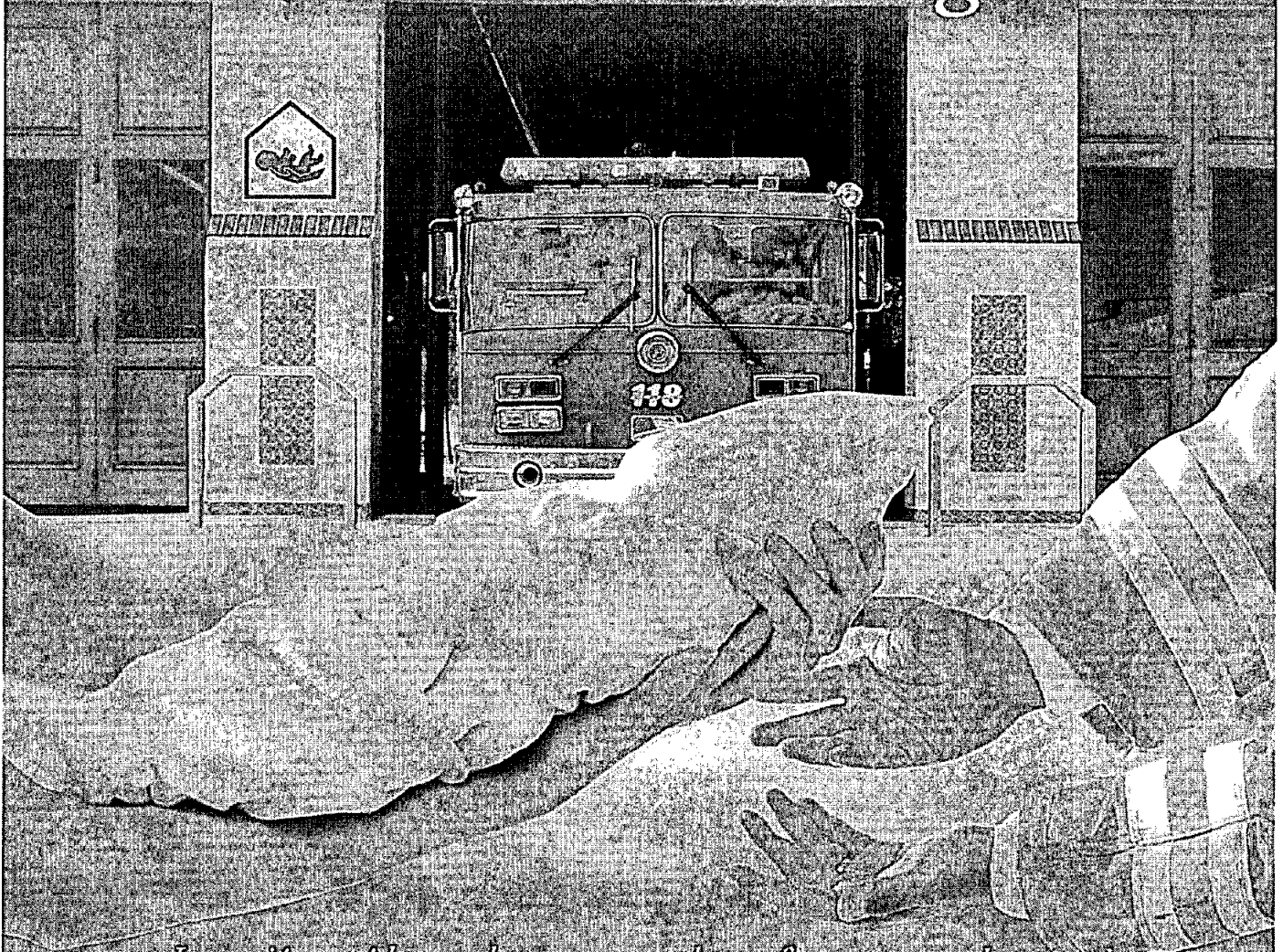
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their 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*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Angeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



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 Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre 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 Angeles al 1-800-540-4000.

¿Solo 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?

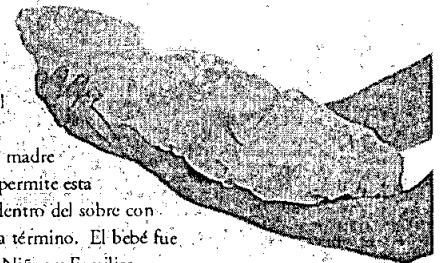
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿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 temprana 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.



CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. MH1800XX

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, Contractors, 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

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: _____

When completed, this form must be maintained on file by CONTRACTOR in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

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: _____

When completed, this form must be maintained on file by CONTRACTOR in accordance with all applicable County, State and Federal requirements and made available for inspection and/or audit by authorized representatives of County, State, and/or Federal governments.

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

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

**TEMPORARY PSYCHIATRIST SERVICES AGREEMENTS (LOCUM TENENS)
FOR FISCAL YEARS 2012-13 THROUGH 2016-17**

| ITEM NO. | CONTRACTOR | SUP. DIST. | AGREEMENT TERM | HOURLY RATES (FYs 2012-13) |
|----------|--|------------|----------------|--|
| 1 | Global Medical Staffing, Inc. dba G Medical Staffing 2450 Fort Union Blvd. Salt Lake City, UT 84121 | ALL | 5 Yrs. | \$142.50 per hour * \$157.50 per hour ** \$180.00 per hour *** \$200.00 per hour **** |
| 2 | Jackson & Coker, Locumtenens, LLC 3000 Old Alabama Road, Suite 119-608 Alpharetta, GA 30022 | ALL | 5 Yrs. | \$142.50 per hour * \$157.50 per hour ** \$180.00 per hour *** \$200.00 per hour **** |
| 3 | LocumTenens.com, LLC 2655 Northwinds Parkway Alpharetta, GA 30009 | ALL | 5 Yrs. | \$142.50 per hour * \$157.50 per hour ** \$180.00 per hour *** \$200.00 per hour **** |
| 4 | Maxim Physicians Resources, LLC 5001 LBJ Freeway, Suite 900 Dallas, TX 75244 | ALL | 5 Yrs. | \$142.50 per hour * \$157.50 per hour ** \$180.00 per hour *** \$200.00 per hour **** |
| 5 | Registry of Physicians Specialists, A Medical Corporation 1299 Newell Hill Place, Suite 100 Walnut Creek, CA 94596 | ALL | 5 Yrs. | \$142.50 per hour * \$157.50 per hour ** \$180.00 per hour *** \$200.00 per hour **** |
| 6 | Staff Care, Inc. 5001 Statesman Drive Irving, TX 75063 | ALL | 5 Yrs. | \$142.50 per hour * \$157.50 per hour ** \$180.00 per hour *** \$200.00 per hour **** |
| 7 | Whitaker Medical, LLC 10375 Richmond Ave., Suite 1700 Houston, TX 77042 | ALL | 5 Yrs. | \$142.50 per hour * \$157.50 per hour ** \$180.00 per hour *** \$200.00 per hour **** |

* The all-inclusive hourly rate for general psychiatrist is \$142.50 per hour.

** The all-inclusive hourly rate for child & adolescent psychiatrist providing services in a child & adolescent program and general psychiatrist performing services in South Los Angeles (Augustus Hawkins MHC, Compton MHC, West Central Family MHC) and the Jail Mental Health Services is \$157.50 per hour.

*** The all-inclusive hourly rate for the Antelope Valley is \$180.00 per hour.

**** The all-inclusive hourly rate for Challenger Juvenile Justice Camp treating only children & adolescents is \$200.00 per hour.

**COUNTY OF LOS ANGELES - DEPARTMENT OF MENTAL HEALTH
OFFICE OF THE MEDICAL DIRECTOR**

**Locum Tenens Contractor Hourly Rate Changes
Effective July 1, 2012**

Hourly Rates

| Psychiatrist Type | Description/Worksites | Hourly Rate | Spanish Speaking Hourly Rate |
|-----------------------------------|--|--------------------|-------------------------------------|
| General Psychiatrist | Basic Rate | \$142.50 | \$157.50 |
| | Designated hard-to-recruit sites: Augustus F. Hawkins Adult Mental Health Clinic, Compton Mental Health Clinic, West Central Family Mental Health Clinic, Jail Mental Health Services | \$157.50 | \$172.50 |
| | Antelope Valley Mental Health Services and Palmdale Mental Health Clinic | \$180.00 | \$180.00 |
| Child and Adolescent Psychiatrist | Child and Adolescent Programs | \$157.50 | \$172.50 |
| | Challenger Memorial Youth Center | \$200.00 | \$200.00 |

