

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
GLORIA MOLINA
MARK RIDLEY-THOMAS
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

June 01, 2010

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

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

31 JUNE 1, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO RENEW THREE SPECIALIZED INDIGENT ACUTE
PSYCHIATRIC INPATIENT HOSPITAL SERVICES AGREEMENTS
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to renew three specialized indigent acute psychiatric inpatient hospital services agreements to provide mental health services for uninsured individuals in need of hospitalization.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Director of Mental Health, or his designee, to prepare, sign, and execute the renewal of specialized Indigent Acute Psychiatric Inpatient Hospital Services agreements (Agreements) with White Memorial Medical Center, College Hospital - Cerritos, and Aurora Charter Oak Hospital, LLC, substantially similar to the agreement format in Attachment A, and totaling \$5,160,000 annually as shown in Attachment B, effective July 1, 2010, through June 30, 2011, with provisions for two automatic one-year renewal periods through Fiscal Year (FY) 2012-13.
2. Authorize the Director of Mental Health, or his designee, to prepare, sign, and execute future new agreements with other qualified and licensed specialized indigent acute psychiatric inpatient hospital providers, and amendments to existing or future new agreements, provided that: 1) any revision is used to provide additional services or to reflect program or Board policy changes; 2) your Board has appropriated sufficient funds for all changes and new agreements, 3) approval of County Counsel and the Chief Executive Officer (CEO), or their designees, is obtained prior to any such new agreements or amendments; and 4) the Director of Mental Health, or his designee, notifies your Board of new agreements or changes in writing within 30 days after execution of each new

agreement or amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval is required to renew the three existing agreements that will expire on June 30, 2010. Renewal of these agreements will allow for uninterrupted, medically necessary acute psychiatric inpatient hospital services for uninsured individuals requiring hospitalization in Lanterman-Petris-Short (LPS) designated hospitals under California Welfare and Institutions Code Section 5150. These agreements are critical components of the Psychiatric Emergency Services (PES) Relief Plan jointly developed by DMH and Department of Health Services to relieve overcrowding in County hospital emergency rooms and inpatient units.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County's Strategic Plan Goal 4, Health and Mental Health.

FISCAL IMPACT/FINANCING

The total cost of these three agreements for FY 2010-11 is \$5,160,000 annually, funded by Realignment revenue and net County cost. Funding is included in the Department's FY 2010-11 Proposed Budget, and funding for future fiscal years will be requested through DMH's annual budget process.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement format includes revised or mandated provisions as follows: Force Majeure, Consideration of Greater Avenues for Independence (GAIN) or General Relief Opportunities for Work (GROW) Participants for Employment, Local Small Business Enterprise Preference Program, updated Safely Surrendered Baby Law Fact Sheet, Indemnification and Insurance Coverage, Property Tax, Health Insurance Portability and Accountability Act, Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program and Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program, Immediate Termination by County, Description of Services/Activities, County's Quality Management Program, and Contractor's Exclusion from Participation in a Federally Funded Program.

The attached agreement format has been approved as to form by County Counsel. The CEO has reviewed the proposed actions. Clinical and administrative staff of DMH will continue to administer and monitor contractors' adherence to the Agreements and evaluate programs to ensure that quality services are provided to clients.

CONTRACTING PROCESS

As part of the strategic plan to address overcrowding in the psychiatric emergency rooms at County hospitals, which was approved by your Board in 2005, DMH, in cooperation with the Department of Health Services, identified strategic areas of the County where there was a critical need for

additional acute care psychiatric inpatient beds for indigent patients and sought acute inpatient facilities willing to contract for such beds. Three hospitals – Aurora Charter Oak, LLC; College Hospital-Cerritos; and White Memorial – responded at the time. These hospitals, which are authorized under Section 5150 of the Welfare and Institutions Code to hold patients referred by law enforcement agencies or DMH staff, have successfully provided these acute inpatient facilities. There is a continuing need for these services to prevent patients from remaining in the psychiatric emergency departments pending availability of a County hospital inpatient bed.

Although a solicitation process was considered, DMH determined that since the three hospitals have existing agreements with DMH for these critical and unique services, renewal of these contracts, that expire on June 30, 2010, is the most cost effective and efficient method to provide the continuing need for involuntary acute inpatient services for uninsured residents of Los Angeles County. Furthermore, should the need be required, the second recommendation provides for new hospitals to be added. The agreements will have a maximum three-year term with an initial period of July 1, 2010, through June 30, 2011, and two renewal periods through June 30, 2013.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommended actions will continue to alleviate the overcrowding in the County's hospitals' emergency rooms and inpatient units and allow existing contractors to provide uninterrupted and accessible mental health services to uninsured persons in need of hospitalization residing in Los Angeles County.

Respectfully submitted,



MARVIN J. SOUTHARD, D.S.W.

Director

MJS:MM:RK:jg

Enclosures

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

MENTAL HEALTH SERVICES AGREEMENT
INDIGENT - ACUTE PSYCHIATRIC INTENSIVE
INPATIENT HOSPITAL SERVICES

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39

CONTRACTOR:

Contract Number

Business Address:

Reference Number(s)

Provider Number(s)

Legal Entity Number

Contractor Headquarters' Supervisorial District _____

Mental Health Service Area(s) _____ OR Countywide _____

=====*Below This Line For Official CDAD Use Only*=====

DISTRIBUTION

(Please type in the applicable name for each)

Deputy Director _____ Lead Manager _____

K: S _____ --or-- U _____

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
RECITALS.....	1
PREAMBLE.....	2
1. TERM.....	6
2. TERMINATION WITHOUT CAUSE.....	7
3. IMMEDIATE TERMINATION BY COUNTY.....	7
4. ADMINISTRATION.....	8
5. DESCRIPTION OF SERVICES/ACTIVITIES.....	8
6. FINANCIAL PROVISIONS.....	10
7. PRIOR AGREEMENT(S) SUPERSEDED.....	10
8. STAFFING.....	11
9. STAFF TRAINING AND SUPERVISION.....	12
10. PROGRAM SUPERVISION, MONITORING AND REVIEW.....	12
11. PERFORMANCE STANDARDS AND OUTCOME MEASURES.....	13
12. QUALITY MANAGEMENT PROGRAM.....	14
13. RECORDS AND AUDITS.....	15
14. REPORTS.....	20
15. CONFIDENTIALITY.....	21
16. PATIENTS'/CLIENTS' RIGHTS.....	22
17. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS.....	22
18. NONDISCRIMINATION IN SERVICES.....	23
19. NONDISCRIMINATION IN EMPLOYMENT.....	24
20. FAIR LABOR STANDARDS.....	26
21. INDEMNIFICATION AND INSURANCE.....	26
22. WARRANTY AGAINST CONTINGENT FEES.....	32
23. CONFLICT OF INTEREST.....	32
24. UNLAWFUL SOLICITATION.....	33
25. INDEPENDENT STATUS OF CONTRACTOR.....	33
26. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST ...	34
27. CONSIDERATION FOR HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW)PARTICIPANTS FOR EMPLOYMENT.....	34
28. DELEGATION AND ASSIGNMENT BY CONTRACTOR.....	35
29. SUBCONTRACTING.....	35
30. GOVERNING LAW, JURISDICTION AND VENUE.....	39
31. COMPLIANCE WITH APPLICABLE LAW.....	39
32. THIRD PARTY BENEFICIARIES.....	40
33. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES.....	40
34. CHILD SUPPORT COMPLIANCE PROGRAM.....	41
35. TERMINATION FOR INSOLVENCY.....	41

1	<u>PARAGRAPH</u>	<u>PAGE</u>
2		
3	36. TERMINATION FOR DEFAULT.....	42
4	37. TERMINATION FOR IMPROPER CONSIDERATION	43
5	38. SEVERABILITY	43
6	39. CAPTIONS AND PARAGRAPH HEADINGS.....	43
7	40. ALTERATION OF TERMS	43
8	41. ENTIRE AGREEMENT.....	43
9	42. WAIVER.....	44
10	43. EMPLOYMENT ELIGIBILITY VERIFICATION.....	44
11	44. PUBLIC ANNOUNCEMENTS AND LITERATURE.....	45
12	45. PURCHASES	45
13	46. AUTHORIZATION WARRANTY	47
14	47. RESTRICTIONS ON LOBBYING.....	47
15	48. CERTIFICATION OF DRUG-FREE WORK PLACE.....	47
16	49. COUNTY LOBBYISTS	47
17	50. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES.....	48
18	51. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED	
19	INCOME CREDIT	48
20	52. USE OF RECYCLED-CONTENT PAPER PRODUCTS.....	48
21	53. CONTRACTOR RESPONSIBILITY AND DEBARMENT.....	48
22	54. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY	
23	FUNDED PROGRAM	51
24	55. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT.....	52
25	56. COMPLIANCE WITH JURY SERVICE PROGRAM.....	54
26	57. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED	
27	BABY LAW	56
28	58. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT	
29	TO THE SAFELY SURRENDERED BABY LAW.....	56
30	59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY	
31	AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS	
32	(45 C.F.R. PART 76)	56
33	60. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE	57
34	61. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM.....	57
35	62. FORCE MAJEURE	58
36	63. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S	
37	DEFAULTED PROPERTY TAX REDUCTION PROGRAM	59
38	64. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE	
39	WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	59
40	65. NOTICES.....	60

ATTACHMENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15

- ATTACHMENT I** FINANCIAL SUMMARY(IES) FY _____ FY _____ FY _____
- ATTACHMENT II** PSYCHIATRIC INPATIENT HOSPITAL SERVICES
- ATTACHMENT III** CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYEE
- ATTACHMENT IV** SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER
- ATTACHMENT V** SAFELY SURRENDERED BABY LAW FACT SHEET (In English and Spanish)
- ATTACHMENT VI** ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
- ATTACHMENT VII** CHARITABLE CONTRIBUTIONS CERTIFICATION

IND. FFS_ AGREEMENT FY 10-11 4/20/10

DEPARTMENT OF MENTAL HEALTH
INDIGENT FEE – FOR – SERVICE HOSPITAL AGREEMENT

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

_____ (hereafter "Contractor") with the following business address at _____

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

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

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

WHEREAS, County believes it is in the best interest of the people of the County of Los Angeles to provide these services by contract; and

WHEREAS, these services shall be provided by Contractor in accordance with all applicable federal, State and local laws, 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;

1 California Welfare and Institutions Code Section 15600 et seq., including Section 15630;
2 California Welfare and Institutions Code Section 17601 et seq.; California Work
3 Opportunities and Responsibilities to Kids Act, California Welfare and Institutions Code
4 Section 11200 et seq.; California Government Code Sections 26227 and 53703; Title XIX
5 of the Social Security Act, 42 United States Code Section 1396 et seq.; Part B of Title XIX
6 of the Public Health Service Act, 42 United States Code Section 300x et seq.; Title XXI of
7 the Social Security Act; California Penal Code (PC) Section 11164 et seq.; Title 9 and Title
8 22, including, but not limited to, Sections 51516, 70001, 71001, 72001 et seq., and 72443
9 et seq. of the California Code of Regulations; 45 Code of Federal Regulations Parts 160
10 and 164 and California Welfare and Institutions Code Section 5328 et seq.; State
11 Department of Mental Health's (SDMH) Cost Reporting/Data Collection Manual (CR/DC);
12 Los Angeles County DMH Organizational Provider's Manual for Specialty Mental Health
13 Services under the Rehabilitation Option and Targeted Case Management Services; State
14 Department of Mental Health's Cost and Financial Reporting System Instruction Manual;
15 Federal Office of Management and Budget Circular A-122 (Cost principles for non-profit
16 organizations); Federal Office of Management and Budget Circular A-133 (Audits of
17 states, local governments, and non-profit organizations); Auditor-Controller Contract
18 Accounting and Administration Handbook; policies and procedures developed by County;
19 State's Medicaid Plan; and policies and procedures which have been documented in the
20 form of Policy Letters issued by State Department of Mental Health; and/or for State
21 Department of Health Services; and

22 WHEREAS, this Agreement is authorized by WIC Section 5600 et seq., California
23 Government Code Sections 23004, 26227 and 53703, and otherwise.

24 NOW, THEREFORE, Contractor and County agree as follows:

25 **PREAMBLE**

26 For over a decade, the County has collaborated with its community partners to
27 enhance the capacity of the health and human services system to improve the lives of
28 children and families. These efforts require, as a fundamental expectation, that the
29 County's contracting partners share the County and community's commitment to provide
30 health and human services that support achievement of the County's vision, goals, values,

1 and adopted outcomes. Key to these efforts is the integration of service delivery systems
2 and the adoption of the Customer Service and Satisfaction Standards.

3 The County of Los Angeles' Vision is to improve the quality of life in the County by
4 providing responsive, efficient, and high quality public services that promote the self-
5 sufficiency, well-being and prosperity of individuals, families, businesses and communities.

6 This philosophy of teamwork and collaboration is anchored in the shared values of:

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

7 These shared values are encompassed in the County Mission to enrich lives
8 through effective and caring service and the County Strategic Plan's eight goals:

9 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal
10 Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health
11 and Mental Health; and 8) Public Safety. Improving the well-being of children and families
12 requires coordination, collaboration, and integration of services across functional and
13 jurisdictional boundaries, by and between County departments/agencies, and community
14 and contracting partners.

15 The basic conditions that represent the well-being we seek for all children and
16 families in Los Angeles County are delineated in the following five outcomes, adopted by
17 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.

23 Recognizing no single strategy – in isolation – can achieve the County's outcomes
24 of well-being for children and families, consensus has emerged among County and
25 community leaders that making substantial improvements in integrating the County's
26 health and human services system is necessary to significantly move toward achieving
27 these outcomes. The County has also established the following values and goals for
28 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,

- 1 educational, and social services systems.
- 2 ✓ Families can easily access a broad range of services to address their needs,
3 build on their strengths, and achieve their goals.
- 4 ✓ There is no "wrong door": wherever a family enters the system is the right
5 place.
- 6 ✓ Families receive services tailored to their unique situations and needs.
- 7 ✓ Service providers and advocates involve families in the process of determining
8 service plans, and proactively provide families with coordinated and
9 comprehensive information, services, and resources.
- 10 ✓ The County service system is flexible, able to respond to service demands for
11 both the Countywide population and specific population groups.
- 12 ✓ The County service system acts to strengthen communities, recognizing that
13 just as individuals live in families, families live in communities.
- 14 ✓ In supporting families and communities, County agencies work seamlessly with
15 public and private service providers, community-based organizations, and
16 other community partners.
- 17 ✓ County agencies and their partners work together seamlessly to demonstrate
18 substantial progress towards making the system more strength-based, family-
19 focused, culturally-competent, accessible, user-friendly, responsive, cohesive,
20 efficient, professional, and accountable.
- 21 ✓ County agencies and their partners focus on administrative and operational
22 enhancements to optimize the sharing of information, resources, and best
23 practices while also protecting the privacy rights of families.
- 24 ✓ County agencies and their partners pursue multi-disciplinary service delivery, a
25 single service plan, staff development opportunities, infrastructure
26 enhancements, customer service and satisfaction evaluation, and revenue
27 maximization.
- 28 ✓ County agencies and their partners create incentives to reinforce the direction
29 toward service integration and a seamless service delivery system.
- 30 ✓ The County human service system embraces a commitment to the disciplined

1 pursuit of results accountability across systems. Specifically, any strategy
2 designed to improve the County human services system for children and
3 families should ultimately be judged by whether it helps achieve the County's
4 five outcomes for children and families: good health, economic well-being,
5 safety and survival, emotional and social well-being, and education and
6 workforce readiness.

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

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

20 *Personal Service Delivery*

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

- 23 • Introduce themselves by name
- 24 • Listen carefully and patiently to customers
- 25 • Be responsive to cultural and linguistic needs
- 26 • Explain procedures clearly
- 27 • Build on the strengths of families and communities

28 *Service Access*

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

- 30 • Provide services as promptly as possible
- 31 • Provide clear directions and service information
- 32 • Outreach to the community and promote available services
- 33 • Involve families in service plan development

- Follow-up to ensure appropriate delivery of services

Service Environment

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

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

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

1. TERM:

A. Initial Period: The Initial Period of this Agreement shall commence on _____ and shall continue in full force and effect through _____.

B. Automatic Renewal Period(s): After the Initial Period, this Agreement shall be automatically renewed two additional periods without further action by the parties hereto unless either party desires to terminate this Agreement at the end of either the Initial Period or First Automatic Renewal Period and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period or the end of the First Automatic Renewal Period, as applicable.

(1) First Automatic Renewal Period: If this Agreement is automatically renewed, the First Automatic Renewal Period shall commence on _____ and shall continue in full force and effect through _____.

(2) Second Automatic Renewal Period: If this Agreement is automatically renewed, the Second Automatic Renewal Period shall commence on _____ and shall continue in full force and effect through _____.

/

/

/

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

4 3. IMMEDIATE TERMINATION BY COUNTY:

5 A. In addition to any other provisions for termination provided in this
6 Agreement, this Agreement may be terminated by County immediately if County
7 determines that:

8 (1) Contractor has failed to initiate delivery of services within 30 calendar
9 days of the commencement date of this Agreement; or

10 (2) Contractor has failed to comply with any of the provisions of
11 Paragraphs 18 (NONDISCRIMINATION IN SERVICES), 19 (NONDISCRIMINATION IN
12 EMPLOYMENT), 21 (INDEMNIFICATION AND INSURANCE), 22 (WARRANTY
13 AGAINST CONTINGENT FEES), 23 (CONFLICT OF INTEREST), 28 (DELEGATION
14 AND ASSIGNMENT), 29 (SUBCONTRACTING), 34 (CHILD SUPPORT COMPLIANCE
15 PROGRAM), 48 (CERTIFICATION OF DRUG-FREE WORK PLACE), 54
16 (CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED
17 PROGRAM) and/or 63 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH
18 COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM); or

19 (3) In accordance with Paragraphs 35 (TERMINATION FOR
20 INSOLVENCY), 36 (TERMINATION FOR DEFAULT), 37 (TERMINATION FOR
21 IMPROPER CONSIDERATION), 49 (COUNTY LOBBYISTS), and/or 64 (TERMINATION
22 FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S
23 DEFAULTED PROPERTY TAX REDUCTION PROGRAM).

24 B. In the event that this Agreement is terminated, then:

25 (1) On or after the date of the written notice of termination, County, in its
26 sole discretion, may stop all payments to Contractor hereunder until preliminary settlement
27 based on the Annual Cost Report. Contractor shall prepare an Annual Cost Report in
28 accordance with the terms of the Financial Exhibit A.

29 (2) Upon issuance of any notice of termination, Contractor shall make
30 immediate and appropriate plans to transfer or refer all patients/clients receiving services

1 under this Agreement to other agencies for continuing services in accordance with the
2 patient's/client's needs. Such plans shall be subject to prior written approval of Director or
3 his designee, except that in specific cases, as determined by Contractor, where an
4 immediate patient/client transfer or referral is indicated, Contractor may make an
5 immediate transfer or referral. If Contractor terminates this Agreement, all costs related to
6 all such transfers or referrals as well as all costs related to all continuing services shall not
7 be a charge to this Agreement nor reimbursable in any way under this Agreement; and

8 (3) If Contractor is in possession of any equipment, furniture, removable
9 fixtures, materials, or supplies owned by County as provided in Paragraph 45
10 (PURCHASES), the same shall be immediately returned to County.

11 (4) Any termination of this Agreement by County shall be approved by
12 County's Board of Supervisors.

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

17 4. ADMINISTRATION: The Director of Mental Health (Director) shall have the
18 authority to administer this Agreement on behalf of the County. All references to the
19 actions or decisions to be made by the County in this Agreement shall be made by the
20 Director unless otherwise expressly provided.

21 A. The Director may designate one of more persons to act as his/her designee
22 for the purposes of administering this Agreement. Therefore "Director" shall mean
23 "Director and/or his/her designee."

24 B. Contractor shall designate in writing a Contract Manager who shall function
25 as liaison with County regarding Contractor's performance hereunder.

26 5. DESCRIPTION OF SERVICES/ACTIVITIES: Contractor shall provide those mental
27 health services identified on the Financial Summary and Service Exhibit(s) of this
28 Agreement and as described in the Contractor's Negotiation Package for this Agreement,
29 as approved in writing by Director. The quality of services provided by Contractor shall be
30 the same regardless of the patient's/client's ability to pay or source of payment.

1 Contractor shall be responsible for delivering services to new clients to the extent
2 that funding is provided by County. Where Contractor determines that services to new
3 clients can no longer be delivered, Contractor shall provide 30 calendar days prior notice
4 to County. Contractor shall also thereafter make referrals of new clients to County or other
5 appropriate agencies.

6 Contractor shall not be required to provide the notice in the preceding paragraph
7 when County reduces funding to Contractor, either at the beginning or during the fiscal
8 year. In addition, when County cuts the funding for a particular program provided by
9 Contractor, Contractor shall not be responsible for continuing services for those clients
10 linked to that funding. Contractor shall also thereafter make referrals of those clients to
11 County or other appropriate agencies.

12 Contractor may provide activities claimable as Title XIX Medi-Cal Administrative
13 Activities pursuant to WIC Section 14132.44. The administrative activities which may be
14 claimable as Title XIX Medi-Cal Administrative Activities are shown on the Financial
15 Summary and are described in the policies and procedures provided by SDMH and/or
16 SDHS.

17 Contractor may provide mental health services claimable as Early and Periodic
18 Screening, Diagnosis, and Treatment (EPSDT) services.

19 If, during Contractor's provision of services under this Agreement, there is any need
20 for substantial deviation from the services as described in Contractor's Negotiation
21 Package for this Agreement, as approved in writing by Director, then Contractor shall
22 submit a written request to Director for written approval before any such substantial
23 deviation may occur. A 30% variance of actual services from those projected and shown
24 by Contractor in the Negotiation Package will be considered a substantial deviation in
25 service delivery.

26 Contractors shall not be eligible to provide mental health services claimable under the
27 Mental Health Services Act (MHSA) unless Contractor has been found to be eligible to
28 provide mental health services as follows: (1) Contractor has submitted to the County a
29 Statement of Qualifications (SOQ) in response to County's Request For Statement of
30 Qualifications (RFSQ) for the provision of such services; Contractors has met the

1 minimum qualifications listed in the RFSQ and has been selected for recommendation for
2 placement on a MHSA Master Agreement eligibility list; and Contractor has demonstrated
3 experience and training in its specialized field and has been selected to provide MHSA
4 services pursuant to a Request for Services, or (2) Contractor intends to transform a
5 portion of its services to MHSA services, Contractor has submitted an abbreviated
6 negotiation package outlining the planned transformation and County has approved
7 Contractor to provide MHSA services through the transformation process. Placement on
8 the Master Agreement eligibility list does not guarantee that Contractor will be selected to
9 provide mental health services claimable as MHSA services. In order to provide mental
10 health services claimable as MHSA services, a provider must have been selected to
11 provide MHSA services pursuant to a Request for Services or be approved by the County
12 to provide MHSA service through the transformation process.

13 6. FINANCIAL PROVISIONS: In consideration of services and/or activities provided
14 by Contractor, County shall reimburse Contractor in the amount and manner described in
15 Attachment II, Financial Exhibit A (FINANCIAL PROVISIONS) attached thereto and by this
16 reference incorporated herein.

17 7. PRIOR AGREEMENT(S) SUPERSEDED:

18 A. Reference is made to the certain document(s) entitled:

<u>TITLE</u>	<u>COUNTY AGREEMENT NUMBER</u>	<u>DATE OF EXECUTION</u>
_____	_____	_____

19 The parties agree that the provisions of such prior Agreement(s), and all Amendments
20 thereto, shall be entirely superseded as of _____, _____, by the provisions of
21 this Agreement.
22

23 B. The parties further agree that all payments made by County to Contractor
24 under any such prior Agreement(s) for services rendered thereunder on and after _____
25 _____, _____, shall be applied to and considered against all applicable federal, State,
26 and/or County funds provided hereunder.

27 C. Notwithstanding any other provision of this Agreement or the Agreement(s)
28 described in Subparagraph 7.A, the total reimbursement by County to Contractor under all
29 these Agreements for Fiscal Year _____ shall not exceed _____

1 _____
2 DOLLARS (\$_____); and for Fiscal Year _____ shall not exceed _____

3 _____
4 DOLLARS (\$_____); and for Fiscal Year _____ shall not exceed _____

5 _____
6 DOLLARS (\$_____).

7 The supersession by this Agreement is not intended to replace ongoing programs
8 and/or special provisions (such as, deeds, leases, rentals, or space use) which are
9 implemented by special amendments to the agreement listed in Paragraph 7.A. above
10 with Contractors. Such ongoing programs and special provisions set forth in special
11 amendments can only be affected by a written contract amendment that refers specifically
12 to the provisions set forth in the Amendment.

13 For information on amendment(s) for special provisions for such ongoing programs
14 and/or special services, see Exhibit(s) _____. (If applicable, this attachment
15 has been included under the Table of Contents in the Attachments Section.)

16 8. STAFFING: Throughout the term of this Agreement, Contractor shall staff its
17 operations so that staffing approximates the type and number indicated in Contractor's
18 Negotiation Package for this Agreement and as required by WIC and CCR.

19 A. Staff providing services under this Agreement shall be qualified and shall
20 possess all appropriate licenses in accordance with WIC Section 5603 and all other
21 applicable requirements of the California Business and Professions Code, WIC, CCR,
22 CR/DC Manual, Los Angeles County DMH Organizational Provider's Manual for Specialty
23 Mental Health Services under the Rehabilitation Option and Targeted Case Management
24 Services, SDMH Policy Letters, and shall only function within the scope of practice as
25 dictated by licensing boards/bodies.

26 B. If, at any time during the term of this Agreement, the Contractor has a
27 sufficient number of vacant staff positions that would impair its ability to perform any
28 services under the Agreement, Contractor shall promptly notify Director of such vacancies.

29 C. During the Term of this Agreement, Contractor shall twice per year, by
30 December 31st and June 30th, provide County with accurate and complete item control

1 reports identifying all persons providing services under this Agreement. Such report shall
2 be in the manner and format determined by the County and shall include, but shall not be
3 limited to, the name, title, professional degree and license of the persons providing
4 services or performing work under this Agreement. The reports are to be forwarded to the
5 address(es) and person(s) identified in Paragraph 65 (NOTICES).

6 D. Notwithstanding the above, at all times during the term of this Agreement,
7 Contractor shall have available and shall provide upon request to authorized
8 representatives of County, a list of all persons by name, title, professional degree, and
9 experience, who are providing any services under this Agreement.

10 9. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an
11 in-service training program of treatment review and case conferences in which all its
12 professional, para-professional, intern, student and clinical volunteer personnel shall
13 participate. Contractor shall institute and maintain appropriate supervision of all persons
14 providing services under this Agreement with particular emphasis on the supervision of
15 para-professionals, interns, students, and clinical volunteers in accordance with
16 Departmental clinical supervision policy. Contractor shall be responsible for the provision
17 of mandatory training for all staff at the time of initial employment and on an ongoing basis
18 as required by federal and State law, including but not limited to HIPAA and Sexual
19 Harassment, and for the training of all appropriate staff on the Los Angeles County DMH
20 Organizational Provider's Manual for Specialty Mental Health Services under the
21 Rehabilitation Option and Targeted Case Management Services, CR/DC Manual (as
22 applicable), and other State and County policies and procedures as well as on any other
23 matters that County may reasonably require.

24 Contractor shall document and make available upon request by the federal, State
25 and/or County the type and number of hours of training provided to Contractor's officers,
26 employees, agents, and subcontractors.

27 10. PROGRAM SUPERVISION, MONITORING AND REVIEW:

28 A. Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services
29 hereunder shall be provided by Contractor under the general supervision of Director.
30 Director shall have the right to monitor and specify the kind, quality, appropriateness,

1 timeliness, and amount of services, and the criteria for determining the persons to be
2 served.

3 B. Upon receipt of any contract monitoring report pertaining to
4 services/activities under this Agreement, Contractor shall respond in writing to person(s)
5 identified within the time specified in the contract monitoring report. Contractor shall, in its
6 written response, either acknowledge the reported deficiencies or present additional
7 evidence to dispute the findings. In addition, Contractor must submit a plan for immediate
8 correction of all deficiencies.

9 C. In the event of a State audit of this Agreement, if State auditors disagree
10 with County's official written instructions to Contractor in its performance of this
11 Agreement, and if such disagreement results in a State disallowance of any of
12 Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs
13 as determined by State.

14 D. To assure compliance with this Agreement and for any other reasonable
15 purpose relating to performance of this Agreement, and subject to the provisions of
16 State and federal law, authorized County, State, and/or federal representatives and
17 designees shall have the right to enter Contractor's premises (including all other places
18 where duties under this Agreement are being performed), with or without notice, to:
19 inspect, monitor and/or audit Contractor's facilities, programs and procedures, or to
20 otherwise evaluate the work performed or being performed; review and copy any records
21 and supporting documentation pertaining to the performance of this Agreement; and
22 elicit information regarding the performance of this Agreement or any related work. The
23 representatives and designees of such agencies may examine, audit and copy such
24 records at the site at which they are located. Contractor shall provide access to facilities
25 and shall cooperate and assist County, State, and/or federal representatives and
26 designees in the performance of their duties. Unless otherwise agreed upon in writing,
27 Contractor must provide specified data upon request by County, State, and/or federal
28 representatives and designees within ten (10) business days.

29 11. PERFORMANCE STANDARDS AND OUTCOME MEASURES: The Contractor
30 shall comply with all applicable federal, State, and County policies and procedures

1 relating to performance standards and outcome measures, including but not limited to
2 those performance standards and outcome measures required by specific federal or
3 State rules for entities receiving their funding, those identified in Attachment X and
4 performance standards and/or outcome measures provided in the applicable MHSA
5 Service Exhibits.

6 Performance standards and/or outcome measures will be used as part of the
7 determination of the effectiveness of the services delivered by Contractor.

8 **12. QUALITY MANAGEMENT PROGRAM:**

9 A. Contract shall establish and maintain a Quality Management Program.
10 Contractor's written Quality Management Program shall describe its quality assurance,
11 quality improvement and utilization review structure, process, decisions, actions and
12 monitoring, in accordance with the Department's Quality Improvement Program Policy
13 No. 105.1, to ensure that the quality and appropriateness of care delivered to clients of
14 the mental health system meets or exceeds the established County, State, and federal
15 service standards and complies with the standards set by the State Department of
16 Mental Health through the Medi-Cal Performance Contract.

17 B. The Contractor's Quality Management Program shall be consistent with
18 Department's Quality Improvement Program Policy No. 105.1 including the Department's
19 Quality Improvement Work Plan and participation in Service Area Quality Assurance and
20 Quality Improvement Committee meetings as outlined in Policy No. 105.1.

21 C. The Contractor's Quality Management Program shall be consistent with the
22 Department's Cultural Competency Plan.

23 D. The Contractor's level of performance under this Agreement shall be
24 evaluated by the County no less than annually. Failure to meet performance standards
25 may place Contractor's Agreement in jeopardy; performance deficits that are not
26 remedied will be reported to the Board of Supervisors. The report shall include
27 improvement/corrective action measures taken by the County and Contractor. If
28 improvement does not occur consistent with the corrective action measures, County may
29 terminate this Agreement or invoke other remedies as specified in this Agreement.

30 /

31 /

1 13. RECORDS AND AUDITS:

2 A. Records:

3 (1) Direct Services and Indirect Services Records: Contractor shall
4 maintain a record of all direct services and indirect services rendered by all professional,
5 para-professional, intern, student, volunteer and other personnel under this Agreement in
6 sufficient detail to permit an evaluation and audit of such services. All such records shall
7 be retained, maintained, and made available within three (3) business days for inspection,
8 review, and/or audit by authorized representatives and designees of County, State, and/or
9 federal governments during the term of this Agreement and during the applicable period of
10 records retention. In the event any records are located outside Los Angeles County,
11 Contractor shall pay County for all travel, per diem, and other costs incurred by County for
12 any inspection, review, and/or audit at such other location. In addition to the general
13 requirements in this Paragraph 13, Contractor shall comply with any additional
14 patient/client record requirements described in the Service Exhibit(s) and shall adequately
15 document the delivery of all services described in the Service Exhibit(s).

16 (a) Patient/Client Records (Direct Services): Contractor shall
17 maintain treatment and other records for each individual patient/client of all direct services
18 (e.g., 24-hour services, day services, targeted case management, mental health services,
19 medication support, and crisis intervention) in accordance with all applicable County, State
20 and federal requirements. Treatment and other records shall include, but not be limited to,
21 patient/client identification number, patient/client face sheet, all data elements required by
22 the County's claims processing information system, consent for treatment form, initial
23 evaluation form, treatment plan, progress notes and discharge summary. All patient/client
24 records shall be maintained by Contractor at a location in Los Angeles County for a
25 minimum period that is at least equivalent to the later of any of the following:

- 26 1) Seven (7) years following discharge of the patient/client
27 or termination of services;
- 28 2) For un-emancipated minors, one (1) year after such
29 minor has reached the age of 18 years and in any case not less than seven (7) years;
- 30 3) Three years after completion of all County, State

1 and/or federal audits; or

2 4) Three (3) years after the conclusion of any audit appeal
3 and/or when audit findings are fully resolved.

4 During such retention period, all such records shall be available within three (3) business
5 days and open during County's normal business hours to authorized representatives and
6 designees of County, State, and/or federal governments for purposes of inspection,
7 review, and/or audit. Nothing in this paragraph shall limit Contractor's obligation to retain
8 records for the period described by law.

9 (b) Case Management Support Services, Outreach Services, and
10 Client Supportive Services Records (Indirect Services): Contractor shall maintain accurate
11 and complete program records of all indirect services (i.e., all services other than direct
12 services) in accordance with all applicable County, State and federal requirements. All
13 program records shall be maintained by Contractor at a location in Los Angeles County for
14 a minimum period that is at least equivalent to the later of any of the following:

15 1) Seven (7) years following the expiration or earlier
16 termination of this agreement;

17 2) Three (3) years after completion of all County, State
18 and/or federal audits; or

19 3) Three (3) years after the conclusion of any audit appeal
20 and/or when audit findings are fully resolved.

21 During such retention period, all such records shall be available within three (3) business
22 days and open during County's normal business hours to authorized representatives and
23 designees of County, State, and/or federal governments for purposes of inspection and/or
24 audit. Nothing in this paragraph shall limit Contractor's obligation to retain records for the
25 period described by law.

26 (2) Financial Records: Contractor shall prepare and maintain, on a
27 current basis, accurate and complete financial records of its activities and operations
28 relating to this Agreement in accordance with generally accepted accounting principles,
29 with the procedures set out in the State Department of Mental Health's Cost and Financial
30 Reporting System (CFRS) Instruction Manual, and with all applicable federal, State and

1 County requirements, guidelines, standards, and procedures. Minimum standards for
2 accounting principles are set forth in County's Auditor-Controller's Contract Accounting
3 and Administration Handbook which shall be furnished to Contractor by County upon
4 request. The above financial records shall include, but are not limited to:

5 (a) Books of original entry and a general ledger.

6 (b) Reports, studies, statistical surveys or other information
7 Contractor used to identify and allocate indirect costs. "Indirect costs" shall mean those
8 costs as described by the guidelines, standards, and procedures which may be provided
9 by County in writing to Contractor, the Centers for Medicare and Medicaid Provider
10 Reimbursement Manual, and the Federal Office of Management and Budget Circular A-
11 122 (Cost principles for non-profit organizations).

12 (c) Bronzan-McCorquodale/County statistics and total facility
13 utilization information (e.g., patient days, visits) which can be identified by type of service
14 pursuant to any policies and procedures which may be provided by County in writing to
15 Contractor.

16 (d) A listing of all County remittances received.

17 (e) Patient/client financial folders clearly documenting:

18 i. Contractor's determination of patient's/client's eligibility
19 for Medi-Cal, medical insurance and any other third party payer coverage; and

20 ii. Contractor's reasonable efforts to collect charges from
21 the patient/client, his responsible relatives, and any other third party payer.

22 (f) Individual patient/client ledger cards indicating the type and
23 amount of charges incurred and payments by source and service type.

24 (g) Employment records.

25 (3) The entries in all of the above financial records must be readily
26 traceable to applicable source documentation (e.g., remittance invoices, vendor invoices,
27 employee timecards signed by employee and countersigned by supervisor in ink,
28 subsidiary ledgers and journals, appointment logs, patient ledger cards, etc.). Any
29 apportionment of costs shall be made in accordance with the requirements of the State
30 Department of Mental Health Cost and Financial Reporting System (CFRS) Instruction

1 Manual, the Federal Centers for Medicare and Medicaid Provider Reimbursement Manual
2 Parts 1 and 2 (Publications #15-1 and #15-2), and Los Angeles County DMH
3 Organizational Provider's Manual for Specialty Mental Health Services under the
4 Rehabilitation Option and Targeted Case Management Services. All such records shall be
5 maintained by Contractor at a location in Los Angeles County for a minimum period that is
6 at least equivalent to the later of any of the following:

7 1) Seven (7) years following the expiration or earlier
8 termination of this agreement;

9 2) Three years after completion of all County, State
10 and/or federal audits; or

11 3) Three (3) years after the conclusion of any audit appeal
12 and/or when audit findings are fully resolved.

13 During such retention period, all such records shall be available within three (3) business
14 days and open during County's normal business hours to authorized representatives and
15 designees of County, State, and/or federal governments for purposes of inspection,
16 review, and/or audit. Such access shall include access to individuals with knowledge of
17 financial records and Contractor's outside auditors, and regular and special reports from
18 Contractor. In the event any records are located outside Los Angeles County, Contractor
19 shall pay County for all travel, per diem, and other costs incurred by County for any
20 inspection or audit at such other location.

21 (4) Preservation of Records: If, following termination of this Agreement,
22 Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then
23 within forty-eight hours of closure or ownership change, Director of SDMH and Director
24 shall be notified in writing by Contractor of all arrangements made by Contractor for
25 preservation of all the patient/client, financial, and other records referred to in this
26 Paragraph 13.

27 B. Audits:

28 (1) Contractor shall provide County and its authorized representatives
29 access to and the right to examine, audit, excerpt, copy, or transcribe, any pertinent
30 transaction, activity, time cards, or any other records relating to this Agreement.

1 (2) County may, in its sole discretion, perform periodic fiscal and/or
2 program review(s) of Contractor's records that relate to this Agreement. If County
3 determines that the results of any such reviews indicate the need for corrective action,
4 Contractor shall within 30 calendar days after receiving the findings of the fiscal and/or
5 program review, either (a) submit a corrective plan of action to DMH, or (b) request a
6 review by the Director. If Contractor requests a review by the Director within the 30
7 calendar days, and if a corrective plan of action is then required, Contractor shall have 30
8 calendar days to submit its corrective plan of action.

9 (3) Audit Reports: In the event that any audit of any or all aspects of this
10 Agreement is conducted by any federal or State auditor, or by any auditor or accountant
11 employed by Contractor or otherwise, then Contractor shall file a copy of such audit
12 report(s) with DMH's Contracts Development and Administration Division within 30
13 calendar days of Contractor's receipt thereof, unless otherwise provided by applicable
14 federal or State law or under this Agreement. Contractor shall promptly notify County of
15 any request for access to information related to this Agreement by any other governmental
16 agency.

17 (4) State Department of Mental Health Access to Records: Contractor
18 agrees that for a period of seven (7) years or until final audit is completed, which ever
19 occurs later, following the furnishing of services under this Agreement, Contractor shall
20 maintain and make available to the State Department of Mental Health, the Secretary of
21 the United States Department of Health and Human Services or the Controller General of
22 the United States, and any other authorized federal and State agencies, or to any of their
23 duly authorized representatives, the contracts, books, documents and records of
24 Contractor which are necessary to verify the nature and extent of the cost of services
25 hereunder. Furthermore, if Contractor carries out any of the services provided hereunder
26 through any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or
27 more over a 12-month period with a related organization (as that term is defined under
28 federal law), Contractor agrees that each such subcontract shall provide for such access
29 to the subcontract, books, documents and records of the subcontractor as provided in
30 Paragraph 10 and in this Paragraph 13.

1 (5) Federal Access to Records: Grant-funded programs require audits
2 and compliance with federal guidelines pursuant to Circular A-133 issued by the Federal
3 Office of Management and Budgets (OMB), If, and to the extent that, Section 1861(v)(1)(I)
4 of the Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable,
5 Contractor agrees that for a period of seven (7) years following the furnishing of services
6 under this Agreement, Contractor shall maintain and make available to the Secretary of
7 the United States Department of Health and Human Services or the Controller General of
8 the United States, or to any of their duly authorized representatives, the contracts, books,
9 documents and records of Contractor which are necessary to verify the nature and extent
10 of the cost of services hereunder. Furthermore, if Contractor carries out any of the
11 services provided hereunder through any subcontract with a value or cost of TEN
12 THOUSAND DOLLARS (\$10,000) or more over a 12-month period with a related
13 organization (as that term is defined under federal law), Contractor agrees that each such
14 subcontract shall provide for such access to the subcontract, books, documents and
15 records of the subcontractor as provided in Paragraph 10 and in this Paragraph 13.

16 **14. REPORTS:**

17 A. Contractor shall make reports as required by Director or by State regarding
18 Contractor's activities and operations as they relate to Contractor's performance of this
19 Agreement. In no event may County require such reports unless it has provided
20 Contractor with at least 30 calendar days' prior written notification. County shall provide
21 Contractor with a written explanation of the procedures for reporting the required
22 information.

23 B. Income Tax Withholding: Upon Director's request, Contractor shall provide
24 County with certain documents relating to Contractor's income tax returns and employee
25 income tax withholding. These documents shall include, but are not limited to:

26 (1) A copy of Contractor's federal and State quarterly income tax
27 withholding returns (i.e., Federal Form 941 and/or State Form DE-3 or their equivalents).

28 (2) A copy of a receipt for, or other proof of payment of, each employee's
29 federal and State income tax withholding, whether such payments are made on a monthly
30 or quarterly basis.

1 C. County Claims Processing Information System:

2 (1) Contractor shall submit all required data to the County's Claims
3 Processing Information System, as required by Director. Contractor shall report to County
4 all program, patient/client, staff, and other data and information about Contractor's
5 services, within the specified time periods as required by DMH Chief Information Office's
6 Training Manuals, IS Bulletins, and Reports Reference Guide and any other County
7 requirements but in no event, later than 40 calendar days after the close of each fiscal
8 year in which the services were provided.

9 (2) Notwithstanding any other provision of this Agreement, only units of
10 service submitted by Contractor into the County's claims processing information system
11 shall be counted as delivered units of service.

12 (3) Notwithstanding any other provision of this Agreement, the only units
13 of service which shall be considered legitimate and reimbursable at Annual Cost Report
14 adjustment and settlement time or otherwise shall be those units of service as submitted
15 by Contractor into the County's claims processing information system.

16 (4) Contractor shall train its staff in the operation, procedures, policies,
17 and all related use, of the County's claims processing information system as required by
18 County. County shall train Contractor's designated trainer in the operation, procedures,
19 policies, and all related use of the County's information system.

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

1 16. PATIENTS'/CLIENTS' RIGHTS: Contractor shall comply with all applicable
2 patients'/clients' rights provisions, including, but not limited to, WIC Section 5325 et seq.,
3 CCR Title 9, Section 850 et seq., and CCR Title 22. Further, Contractor shall comply with
4 all patients'/clients' rights policies provided by County. County Patients' Rights Advocates
5 shall be given access by Contractor to all patients'/clients, patients'/clients' records, and
6 Contractor's personnel in order to monitor Contractor's compliance with all applicable
7 statutes, regulations, manuals and policies.

8 17. REPORTING OF PATIENT/CLIENT ABUSE AND RELATED PERSONNEL
9 REQUIREMENTS:

10 A. Elders and Dependent Adults Abuse: Contractor, and all persons employed
11 or subcontracted by Contractor, shall comply with WIC Section 15600 et seq. and shall
12 report all known or suspected instances of physical abuse of elders and dependent adults
13 under the care of Contractor either to an appropriate County adult protective services
14 agency or to a local law enforcement agency, as mandated by WIC Sections 15630, and
15 permitted by Sections 15631 and 15632. Contractor and all persons employed or
16 subcontracted by Contractor shall make the report on such abuse, and shall submit all
17 required information, in accordance with WIC Sections 15630, 15633 and 15633.5.

18 B. Minor Children Abuse: Contractor and all persons employed or
19 subcontracted by Contractor, shall comply with California Penal Code Section 11164 et
20 seq. and shall report all known or suspected instances of child abuse to an appropriate
21 child protective agency, as mandated by California Penal Code Sections 11164, 11165.8
22 and 11166. Contractor and all persons employed or subcontracted by Contractor, shall
23 make the report on such abuse, and shall submit all required information, in accordance
24 with California Penal Code Sections 11166 and 11167.

25 C. Contractor Staff:

26 (1) Contractor shall assure that any person who enters into employment
27 as a care custodian of elders, dependent adults or minor children, or who enters into
28 employment as a health or other practitioner, prior to commencing employment, and as a
29 prerequisite to that employment, shall sign on a form provided by Contractor in
30 accordance with the above code sections a statement to the effect that such person has

1 knowledge of, and will comply with, these code sections.

2 (2) Contractor shall assure that clerical and other non-treatment staff who
3 are not legally required to report suspected cases of abuse, consult with mandated
4 reporters upon suspecting any abuse.

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

10 (4) Contractor shall not employ or continue to employ any person whom
11 Contractor knows, or reasonably suspects, has committed any acts which are inimical to
12 the health, morals, welfare, or safety of elders, dependent adults or minor children, or
13 which otherwise make it inappropriate for such person to be employed by Contractor.

14 18. NONDISCRIMINATION IN SERVICES:

15 A. Contractor shall not discriminate in the provision of services hereunder
16 because of race, religion, national origin, ancestry, gender, age, marital status, sexual
17 orientation and/or physical or mental handicap or medical conditions (except to the extent
18 clinically appropriate), in accordance with requirements of federal and State law. For the
19 purpose of this Paragraph 18, discrimination in the provision of services may include, but
20 is not limited to, the following: denying any person any service or benefit or the availability
21 of a facility; providing any service or benefit to any person which is different or is provided
22 in a different manner or at a different time from that provided to others; subjecting any
23 person to segregation or separate treatment in any matter related to the receipt of any
24 service; restricting any person in any way in the enjoyment of any advantage or privilege
25 enjoyed by others receiving any service or benefit; and treating any person differently from
26 others in determining admission, enrollment, eligibility, membership, or any other
27 requirement or condition which persons must meet in order to be provided any service or
28 benefit. Contractor shall take affirmative steps to ensure that those persons who qualify
29 for services under this Agreement are provided services without regard to ability to pay or
30 source of payment, race, religion, national origin, ancestry, gender, age, marital status,

1 sexual orientation and/or physical or mental handicap, or medical conditions.

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

12 C. If direct services (e.g., 24-hour services, day services, targeted case
13 management, mental health services, medication support, and crisis intervention) are
14 provided hereunder, Contractor shall have admission policies which are in accordance
15 with CCR Title 9, Sections 526 and 527, and which shall be in writing and available to the
16 public. Contractor shall not employ discriminatory practices in the admission of any
17 person, assignment of accommodations, or otherwise. Any time any person applies for
18 services under this Agreement, such person shall be advised by Contractor of the
19 complaint procedures described in the above paragraph. A copy of such complaint
20 procedures shall be posted by Contractor in each of Contractor's facilities where services
21 are provided under this Agreement in a conspicuous place, available and open to the
22 public.

23 19. NONDISCRIMINATION IN EMPLOYMENT:

24 A. Contractor certifies and agrees that all persons employed by it, its affiliates,
25 subsidiaries, or holding companies are and will be treated equally by it without regard to, or
26 because of, race, color, religion, national origin, ancestry, gender, age, marital status,
27 sexual orientation, condition of physical disability (including HIV and AIDS) or mental
28 disability, medical condition (e.g., cancer), denial of family care leave, or political affiliation,
29 and in compliance with all applicable federal and State anti-discrimination laws and
30 regulations. The applicable regulations of the Fair Employment and Housing Commission

1 implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of
2 Title 2 of the California Code of Regulations, are incorporated into this Agreement by
3 reference and made a part hereof as if set forth in full. Contractor and its subcontractors
4 shall give written notice of their obligations under this clause to labor organizations with
5 which they have a collective bargaining or other agreement.

6 B. Contractor shall take affirmative steps to ensure that qualified applicants are
7 employed, and that employees are treated during employment without regard to race,
8 color, religion, national origin, ancestry, gender, age, marital status, sexual orientation,
9 condition of physical disability (including HIV and AIDS) or mental disability, medical
10 condition (e.g., cancer), denial of family care leave, or political affiliation. Such treatment
11 shall include, but is not limited to, the following actions: employment, promotion,
12 demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of
13 pay or other forms of compensation, selection for training, including apprenticeship, and
14 granting or denying family care leave. Contractor shall not discriminate against or harass,
15 nor shall it permit harassment of, its employees during employment based upon race,
16 color, religion, national origin, ancestry, gender, age, marital status, sexual orientation,
17 condition of physical disability (including HIV and AIDS) or mental disability, medical
18 condition (e.g., cancer), denial of family care leave, or political affiliation in compliance with
19 all applicable federal and State anti-discrimination laws and regulations. Contractor shall
20 insure that the evaluation and treatment of its employees and applicants for employment
21 are free from such discrimination and harassment, and will comply with the provisions of
22 the Fair Employment and Housing Act (Government Code section 12990 et seq.) and the
23 applicable regulations promulgated thereunder (California Code of Regulations, Title 2,
24 Section 7285.0 et seq.).

25 C. Contractor shall deal with its subcontractors, bidders, or vendors without
26 regard to or because of race, color, religion, national origin, ancestry, gender, age, marital
27 status, sexual orientation, condition of physical disability (including HIV and AIDS) or
28 mental disability, medical condition (e.g., cancer), denial of family care leave, or political
29 affiliation. Further, Contractor shall give written notice of its obligations under this
30 Paragraph 19 to labor organizations with which it has a collective bargaining or other

1 agreement.

2 D. Contractor shall allow County representatives access to its employment
3 records during regular business hours to verify compliance with the provisions of this
4 Paragraph 19 when so requested by Director.

5 E. If County finds that any of the above provisions has been violated, the same
6 shall constitute a material breach of this Agreement upon which County may immediately
7 terminate or suspend this Agreement. The County reserves the right to determine
8 independently that the anti-discrimination provisions of this Agreement have been violated.
9 In addition, a determination by the California Fair Employment Practices Commission or
10 the Federal Equal Employment Opportunity Commission that Contractor has violated State
11 or federal anti-discrimination laws or regulations shall constitute a finding by County that
12 Contractor has violated the anti-discrimination provisions of this Agreement.

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

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

24 21. INDEMNIFICATION AND INSURANCE:

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

1 B. General Provisions for all Insurance Coverage: Without limiting Contractor's
2 indemnification of County, and in the performance of this Agreement and until all of its
3 obligations pursuant to this Agreement have been met, Contractor shall provide and
4 maintain at its own expense insurance coverage satisfying the requirements specified in
5 Subparagraphs B. and C. of this Paragraph 21. These minimum insurance coverage
6 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
8 Agreement. The County in no way warrants that the Required Insurance is sufficient to
9 protect the Contractor for liabilities which may arise from or relate to this Agreement.

10 1) Evidence of Coverage and Notice to County

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

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

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

28 (d) Neither the County's failure to obtain, nor the County's receipt
29 of, or failure to object to a non-complying insurance certificate or endorsement, or any
30 other insurance documentation or information provided by the Contractor, its insurance

1 broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required
2 Insurance provisions.

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

5 **Los Angeles County - Department of Mental Health**
6 **Contracts Development and Administration Division**
7 **550 S. Vermont Ave., 5th Floor**
8 **Los Angeles, CA 90020**

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

16 2) Additional Insured Status and Scope of Coverage

17 The County of Los Angeles, its Special Districts, Elected Officials,
18 Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be
19 provided additional insured status under Contractor's General Liability policy with respect
20 to liability arising out of Contractor's ongoing and completed operations performed on
21 behalf of the County. County and its Agents additional insured status shall apply with
22 respect to liability and defense of suits arising out of the Contractor's acts or omissions,
23 whether such liability is attributable to the Contractor or to the County. The full policy limits
24 and scope of protection also shall apply to the County and its Agents as an additional
25 insured, even if they exceed the County's minimum Required Insurance specifications
26 herein. Use of an automatic additional insured endorsement form is acceptable providing it
27 satisfies the Required Insurance provisions herein.

28 3) Cancellation of Insurance

29 Except in the case of cancellation for non-payment of premium,
30 Contractor's insurance policies shall provide, and Certificates shall specify, that County
31 shall receive not less than thirty (30) days advance written notice by mail of any

1 cancellation of the Required Insurance. Ten (10) days prior notice may be given to County
2 in event of cancellation for non-payment of premium.

3 4) Failure to Maintain Insurance

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

9 5) Insurer Financial Ratings

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

12 6) Contractor's Insurance Shall Be Primary

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

17 7) Waivers of Subrogation

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

23 8) Subcontractor Insurance Coverage Requirements

24 Contractor shall include all Subcontractors as insureds under
25 Contractor's own policies, or shall provide County with each Subcontractor's separate
26 evidence of insurance coverage. Contractor shall be responsible for verifying each
27 Subcontractor complies with the Required Insurance provisions herein, and shall require
28 that each Subcontractor name the County and Contractor as additional insureds on the
29 Subcontractor's General Liability policy. Contractor shall obtain County's prior review and
30 approval of any Subcontractor request for modification of the Required Insurance.

1 9) Deductibles and Self-Insured Retentions (SIRs)

2 Contractor's policies shall not obligate the County to pay any portion
3 of any Contractor deductible or SIR. The County retains the right to require Contractor
4 to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide
5 a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all
6 related claims investigation, administration and defense expenses. Such bond shall be
7 executed by a corporate surety licensed to transact business in the State of California.

8 10) Claims Made Coverage

9 If any part of the Required Insurance is written on a claims made
10 basis, any policy retroactive date shall precede the effective date of this Agreement.
11 Contractor understands and agrees it shall maintain such coverage for a period of not less
12 than three (3) years following Agreement expiration, termination or cancellation.

13 11) Application of Excess Liability Coverage

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

17 12) Separation of Insureds

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

21 13) Alternative Risk Financing Programs

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

27 14) County Review and Approval of Insurance Requirements

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

1 C. Insurance Coverage

2 1) Commercial General Liability insurance (providing scope of coverage
3 equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional
4 insured, with limits of not less than:

5 General Aggregate: \$2 million

6 Products/Completed Operations Aggregate: \$1 million

7 Personal and Advertising Injury: \$1 million

8 Each Occurrence: \$1 million

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

15 3) Workers Compensation and Employers' Liability insurance or
16 qualified self-insurance satisfying statutory requirements, which includes Employers'
17 Liability coverage with limits of not less than \$1 million per accident. If Contractor will
18 provide leased employees, or, is an employee leasing or temporary staffing firm or a
19 professional employer organization (PEO), coverage also shall include an Alternate
20 Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00
21 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall
22 be modified to provide that County will receive not less than thirty (30) days advance
23 written notice of cancellation of this coverage provision. If applicable to Contractor's
24 operations, coverage also shall be arranged to satisfy the requirements of any federal
25 workers or workmen's compensation law or any federal occupational disease law.

26 4) Unique Insurance Coverage

27 (a) Sexual Misconduct Liability

28 Insurance covering actual or alleged claims for sexual
29 misconduct and/or molestation with limits of not less than \$2 million per claim and \$2
30 million aggregate, and claims for negligent employment, investigation, supervision, training

1 or retention of, or failure to report to proper authorities, a person(s) who committed any act
2 of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

3 (b) Professional Liability/Errors and Omissions

4 Insurance covering Contractor's liability arising from or related
5 to this Contract, with limits of not less than \$1 million per claim and \$3 million aggregate.
6 Further, Contractor understands and agrees it shall maintain such coverage for a period of
7 not less than three (3) years following this Agreement's expiration, termination or
8 cancellation.

9 (c) Property Coverage

10 Contractors given exclusive use of County owned or leased
11 property shall carry property coverage at least as broad as that provided by the ISO
12 special causes of loss (ISO policy form CP 10 30) form. The County and its Agents shall
13 be named as an Additional Insured and Loss Payee on Contractor's insurance as its
14 interests may appear. Automobiles and mobile equipment shall be insured for their actual
15 cash value. Real property and all other personal property shall be insured for their full
16 replacement value.

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

25 23. CONFLICT OF INTEREST:

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

1 hereunder shall in any way participate in County's approval, or ongoing evaluation, of such
2 services, or in any way attempt to unlawfully influence County's approval or ongoing
3 evaluation of such services.

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

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

19 25. INDEPENDENT STATUS OF CONTRACTOR:

20 A. This Agreement is by and between County and Contractor and is not
21 intended, and shall not be construed, to create the relationship of agent, servant,
22 employee, partnership, joint venture, or association, as between County and Contractor.
23 The employees and agents of one party shall not be, or be construed to be, the
24 employees or agents of the other party for any purpose whatsoever.

25 B. Contractor shall be solely liable and responsible for providing to, or on behalf
26 of, all persons performing work pursuant to this Agreement all compensation and benefits.
27 County shall have no liability or responsibility for the payment of any salaries, wages,
28 unemployment benefits, disability benefits, federal, State, or local taxes, or other
29 compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

30 C. Contractor understands and agrees that all persons performing services

1 pursuant to this Agreement are, for purposes of workers' compensation liability, the sole
2 employees of Contractor and not employees of County. Contractor shall be solely liable
3 and responsible for furnishing any and all workers' compensation benefits to any person
4 as a result of any injuries arising from or connected with any services performed by or on
5 behalf of Contractor pursuant to this Agreement.

6 D. Contractor shall obtain and maintain on file an executed Contractor
7 Employee Acknowledgment of Employer, in the form as contained in Contractor's
8 Negotiation Package for this Agreement, for each of its employees performing services
9 under this Agreement. Such Acknowledgments shall be executed by each such employee
10 on or immediately after the commencement date of this Agreement but in no event later
11 than the date such employee first performs services under this Agreement.

12 26. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR
13 LAYOFF OR FORMER COUNTY EMPLOYEES ON A REEMPLOYMENT LIST: Should
14 Contractor require additional or replacement personnel after the effective date of this
15 Agreement to perform the services set forth herein, Contractor shall give first consideration
16 for such employment openings to qualified permanent County employees who are
17 targeted for layoff or qualified former County employees who are on a reemployment list
18 during the term of this Agreement.

19 27. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR
20 GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR
21 EMPLOYMENT: Should contractor require additional or replacement personnel after the
22 effective date of this agreement, contractor shall give consideration for any such
23 employment openings to participants in the County's Department of Public Social Services'
24 Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for
25 Work (GROW) Program who meet contractor's minimum qualifications for the open
26 position. If contractor decides to pursue consideration of GAIN/GROW participants for
27 hiring, Contractor shall provide information regarding job openings and job requirements to
28 Department of Public Social Services' GAIN/GROW staff at
29 GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job
30 category, to contractor.

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

3 28. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

4 A. Contractor shall not assign its rights or delegate its duties under this
5 Agreement, or both, whether in whole or in part, without the prior written consent of
6 County, in its discretion, and any attempted assignment or delegation without such
7 consent shall be null and void. For purposes of this paragraph, County consent shall
8 require a written amendment to this Agreement, which is formally approved and executed
9 by the parties. Any payments by County to any approved delegate or assignee on any
10 claim under this Agreement shall be deductible, at County's sole discretion, against the
11 claims which Contractor may have against County.

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

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

28 29. SUBCONTRACTING:

29 A. No performance of this Agreement, or any portion thereof, shall be
30 subcontracted by Contractor without the prior written consent of County as provided in this

1 Paragraph 29. Any attempt by Contractor to subcontract any performance, obligation, or
2 responsibility under this Agreement, without the prior written consent of County, shall be
3 null and void and shall constitute a material breach of this Agreement. Notwithstanding
4 any other provision of this Agreement, in the event of any such breach by Contractor, this
5 Agreement may be terminated forthwith by County. Notwithstanding any other provision of
6 this Agreement, the parties do not in any way intend that any person or entity shall acquire
7 any rights as a third party beneficiary of this Agreement.

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

12 (1) The reasons for the particular subcontract.

13 (2) A detailed description of the services to be provided by the
14 subcontract.

15 (3) Identification of the proposed subcontractor and an explanation of
16 why and how the proposed subcontractor was selected, including the degree of
17 competition involved.

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

20 (5) A copy of the proposed subcontract which shall contain the following
21 provision:

22 "This contract is a subcontract under the terms of the prime contract with the
23 County of Los Angeles and shall be subject to all of the provisions of such
24 prime contract."

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

27 "The contracting parties shall be subject to the examination and audit of the
28 State Auditor, pursuant to the California Government Code, Section
29 8546.7 for a period of seven (7) years from the end of the Fiscal Year in
30 which such services were provided or until final resolution of any audits,

1 whichever occurs later."

2 Further, the Contractor will also be subject to the examination and
3 audit of the State Auditor, pursuant to the Government Code, Section 8546.7, for a period
4 of seven (7) years from the end of the Fiscal Year in which such services were provided or
5 until final resolution of any audits, which ever occurs later.

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

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

9 D. Contractor shall indemnify and hold harmless County, its officers,
10 employees, and agents, from and against any and all liability, damages, costs, and
11 expenses, including, but not limited to, defense costs and legal fees, arising from or
12 related to Contractor's use of any subcontractor, including any officers, employees, or
13 agents of any subcontractor, in the same manner as required for Contractor, its officers,
14 employees, and agents, under this Agreement.

15 E. Notwithstanding any County consent to any subcontracting, Contractor shall
16 remain fully liable and responsible for any and all performance required of it under this
17 Agreement, and no subcontract shall bind or purport to bind County. Further, County
18 approval of any subcontract shall not be construed to limit in any way Contractor's
19 performance, obligations, or responsibilities, to County, nor shall such approval limit in any
20 way any of County's rights or remedies contained in this Agreement. Additionally, County
21 approval of any subcontract shall not be construed in any way to constitute the
22 determination of the allowability or appropriateness of any cost or payment under this
23 Agreement.

24 F. In the event that County consents to any subcontracting, such consent shall
25 be subject to County's right to give prior and continuing approval of any and all
26 subcontractor personnel providing services under such subcontract. Contractor shall
27 assure that any subcontractor personnel not approved by County shall be immediately
28 removed from the provision of any services under the particular subcontract or that other
29 action is taken as requested by County. County shall not be liable or responsible in any
30 way to Contractor, to any subcontractor, or to any officers, employees, or agents of

1 Contractor or any subcontractor, for any liability, damages, costs or expenses arising from
2 or related to County's exercise of such right.

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

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

14 I. In the event that County consents to any subcontracting, such consent shall
15 apply to each particular subcontract only and shall not be, or be construed to be, a waiver
16 of this Paragraph 29 or a blanket consent to any further subcontracting.

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

22 K. Contractor shall deliver to the Chief of DMH's Contracts Development and
23 Administration Division a fully executed copy of each subcontract entered into by
24 Contractor pursuant to this Paragraph 29, on or immediately after the effective date of the
25 subcontract but in no event later than the date any services are performed under the
26 subcontract.

27 L. In the event that County consents to any subcontracting, Contractor shall
28 obtain and maintain on file an executed Subcontractor Employee Acknowledgment of
29 Employer, in the form as contained in Contractor's Negotiation Package for the
30 Agreement, for each of the subcontractor's employees performing services under the

1 subcontract. Such Acknowledgments shall be obtained and maintained on file and made
2 available upon request on or immediately after the commencement date of the particular
3 subcontract but in no event later than the date such employee first performs any services
4 under the subcontract.

5 M. County shall have no liability or responsibility whatsoever for any payment or
6 other compensation for any subcontractor or its officers, employees, and agents.

7 N. Director or his designee is hereby authorized to act for and on behalf of
8 County pursuant to this Paragraph 29, including, but not limited to, consenting to any
9 subcontracting.

10 30. GOVERNING LAW, JURISDICTION AND VENUE: This Agreement shall be
11 governed by, and construed in accordance with, the laws of the State of California.
12 Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of
13 California for all purposes regarding this Agreement and further agrees and consents that
14 venue of any action brought hereunder shall be exclusively in the County of Los Angeles,
15 California. Further, this Agreement shall be governed by, and construed in accordance
16 with, all laws, regulations, and contractual obligations of County under its agreement with
17 the State.

18 31. COMPLIANCE WITH APPLICABLE LAW:

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

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

29 C. Contractor shall maintain in effect an active compliance program in
30 accordance with the recommendations set forth by the Department of Health and Human

1 Services, Office of the Inspector General.

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

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

11 33. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND
12 CERTIFICATES:

13 A. Contractor shall obtain and maintain in effect during the term of this
14 Agreement, all licenses, permits, registrations, accreditations, and certificates (including,
15 but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX
16 Short-Doyle/Medi-Cal services are provided hereunder), as required by all federal, State,
17 and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which
18 are applicable to Contractor's facility(ies) and services under this Agreement. Contractor
19 shall further ensure that all of its officers, employees, and agents, who perform services
20 hereunder, shall obtain and maintain in effect during the term of this Agreement all
21 licenses, permits, registrations, accreditations, and certificates which are applicable to their
22 performance hereunder. A copy of each such license, permit, registration, accreditation,
23 and certificate (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider
24 if Title XIX Short-Doyle/Medi-Cal services are provided hereunder) as required by all
25 applicable federal, State, and local laws, ordinances, rules, regulations, manuals,
26 guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development
27 and Administration Division.

28 B. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor
29 shall keep fully informed of all current Short-Doyle/Medi-Cal Policy Letters, including, but
30 not limited to, procedures for maintaining Medi-Cal certification of all its facilities.

1 34. CHILD SUPPORT COMPLIANCE PROGRAM:

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

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

17 B. Termination for Breach of Warranty to Maintain Compliance with County's
18 Child Support Compliance Program: Failure of Contractor to maintain compliance with the
19 requirements set forth in Subparagraph A (Contractor's Warranty of Adherence to
20 County's Child Support Compliance Program) shall constitute default under this
21 Agreement. Without limiting the rights and remedies available to County under any other
22 provision of this Agreement, failure of Contractor to cure such default within 90 calendar
23 days of written notice shall be grounds upon which County may terminate this Agreement
24 pursuant to Paragraph 36 (TERMINATION FOR DEFAULT) and pursue debarment of
25 Contractor, pursuant to County Code Chapter 2.202.

26 35. TERMINATION FOR INSOLVENCY:

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

29 (1) Insolvency of Contractor. Contractor shall be deemed to be insolvent
30 if it has ceased to pay its debts for at least 60 days in the ordinary course of business or

1 cannot pay its debts as they become due, whether or not a petition has been filed under
2 the Federal Bankruptcy Code and whether or not Contractor is insolvent within the
3 meaning of the Federal Bankruptcy Code.

4 (2) The filing of a voluntary or involuntary petition regarding Contractor
5 under the 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
8 of creditors.

9 B. The rights and remedies of County provided in this Paragraph 35 shall not
10 be exclusive and are in addition to any other rights and remedies provided by law or under
11 this Agreement.

12 36. TERMINATION FOR DEFAULT:

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

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

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

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

29 C. The rights and remedies of County provided in this Paragraph 36 shall not
30 be exclusive and are in addition to any other rights and remedies provided by law or under

1 this Agreement.

2 37. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written
3 notice to Contractor, immediately terminate the right of Contractor to proceed under this
4 Agreement if it is found that consideration, in any form, was offered or given by Contractor,
5 either directly or through an intermediary, to any County officer, employee or agent with
6 the intent of securing the Agreement or securing favorable treatment with respect to the
7 award, amendment or extension of the Agreement or the making of any determinations
8 with respect to the Contractor's performance pursuant to the Agreement. In the event of
9 such termination, County shall be entitled to pursue the same remedies against Contractor
10 as it could pursue in the event of default by the Contractor.

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

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

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

21 39. CAPTIONS AND PARAGRAPH HEADINGS: Captions and paragraph headings
22 used in this Agreement are for convenience only and are not a part of this Agreement and
23 shall not be used in construing this Agreement.

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

29 41. ENTIRE AGREEMENT: The body of this Agreement, all attachments, Financial
30 Exhibit A (Financial Provisions), Financial Summary(ies), Fiscal Years

1 _____ Service Delivery Site Exhibit, and Service Exhibit(s) _____
2 _____, attached hereto and incorporated herein by
3 reference, and Contractor's Negotiation Package for this Agreement, as approved in
4 writing by Director, including any addenda thereto as approved in writing by Director, which
5 are hereby incorporated herein by reference but not attached, shall constitute the
6 complete and exclusive statement of understanding between the parties which
7 supersedes all previous agreements, written or oral, and all other communications
8 between the parties relating to the subject matter of this Agreement. In the event of any
9 conflict or inconsistency in the definition or interpretation of any word, responsibility, or
10 schedule, or the contents or description of any service or other work, or otherwise,
11 between the body of this Agreement and the other referenced documents, or between
12 such other documents, such conflict or inconsistency shall be resolved by giving
13 precedence first to the body of this Agreement and its definitions and then to such other
14 documents according to the following priority:

- 15 A. Financial Exhibit A (Financial Provisions)
- 16 B. Financial Summary(ies)
- 17 C. Service Delivery Site Exhibit
- 18 D. Service Exhibit(s)
- 19 E. Contractor's Negotiation Package.

20 42. WAIVER: No waiver by County of any breach of any provision of this Agreement
21 shall constitute a waiver of any other breach of such provision. Failure of County to
22 enforce at any time, or from time to time, any provision of this Agreement shall not be
23 construed as a waiver thereof. The rights and remedies set forth in this Paragraph 42
24 shall not be exclusive and are in addition to any other rights and remedies provided by law
25 or under this Agreement.

26 43. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully
27 complies with all federal statutes and regulations regarding employment of aliens and
28 others and that all its employees performing services hereunder meet the citizenship or
29 alien status requirements set forth in federal statutes and regulations. Contractor shall
30 obtain, from all covered employees performing services hereunder, all verification and

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

9 44. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and
10 literature distributed by Contractor for the purpose of apprising patients/clients and the
11 general public of the nature of its treatment services, Contractor shall clearly indicate that
12 the services which it provides under this Agreement are funded by the County of Los
13 Angeles.

14 45. PURCHASES:

15 A. Purchase Practices: Contractor shall fully comply with all federal, State and
16 County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in
17 acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be
18 acquired at the lowest possible price or cost if funding is provided for such purposes
19 hereunder.

20 B. Proprietary Interest of County: In accordance with all applicable federal,
21 State and County laws, ordinances, rules, regulations, manuals, guidelines and directives,
22 County shall retain all proprietary interest, except the use during the term of this
23 Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or
24 obtained by Contractor using any County funds. Upon the expiration or termination of this
25 Agreement, the discontinuance of the business of Contractor, the failure of Contractor to
26 comply with any of the provisions of this Agreement, the bankruptcy of Contractor or its
27 giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any
28 judgment against it within 30 calendar days of filing, County shall have the right to take
29 immediate possession of all such furniture, removable fixtures, equipment, materials, and
30 supplies, without any claim for reimbursement whatsoever on the part of Contractor.

1 County, in conjunction with Contractor, shall attach identifying labels on all such property
2 indicating the proprietary interest of County.

3 C. Inventory Records, Controls and Reports: Contractor shall maintain
4 accurate and complete inventory records and controls for all furniture, fixtures, equipment,
5 materials, and supplies, purchased or obtained using any County funds. Within 90
6 calendar days following the execution of this Agreement, Contractor shall provide Director
7 with an accurate and complete inventory report of all furniture, fixtures, equipment,
8 materials, and supplies, purchased or obtained using any County funds. The inventory
9 report shall be prepared by Contractor on a form or forms designated by Director, certified
10 and signed by an authorized officer of Contractor, and one copy thereof shall be delivered
11 to County within 30 calendar days of any change in the inventory. Within five business
12 days after the expiration or termination of the Agreement, Contractor shall submit to
13 County six copies of the same inventory report updated to the expiration or termination
14 date of the Agreement, certified and signed by an authorized officer of Contractor, based
15 on a physical count of all items of furniture, fixtures, equipment, materials, and supplies, as
16 of such expiration or termination date.

17 D. Protection of Property in Contractor's Custody: Contractor shall maintain
18 vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment,
19 materials, and supplies, purchased or obtained using any County funds, against any
20 damage or loss by fire, burglary, theft, disappearance, vandalism or misuse. In the event
21 of any burglary, theft, disappearance, or vandalism of any item of furniture, fixtures,
22 equipment, materials, and supplies, Contractor shall immediately notify the police and
23 make a written report thereof, including a report of the results of any investigation which
24 may be made. In the event of any damage or loss of any item of furniture, fixtures,
25 equipment, materials, and supplies, from any cause, Contractor shall immediately send
26 Director a detailed, written report. Contractor shall contact DMH's Administrative Services
27 Division for instructions for disposition of any such property which is worn out or unusable.

28 E. Disposition of Property in Contractor's Custody: Upon the termination of the
29 funding of any program covered by this Agreement, or upon the expiration or termination
30 of this Agreement, or at any other time that County may request, Contractor shall:

1 (1) provide access to and render all necessary assistance for physical removal by County
2 or its authorized representatives of any or all furniture, fixtures, equipment, materials, and
3 supplies, purchased or obtained using any County funds, in the same condition as such
4 property was received by Contractor, reasonable wear and tear excepted, or (2) at
5 Director's option, deliver any or all items of such property to a location designated by
6 Director. Any disposition, settlement or adjustment connected with such property shall be
7 in accordance with all applicable federal, State and County laws, ordinances, rules,
8 regulations, manuals, guidelines and directives.

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

14 47. RESTRICTIONS ON LOBBYING: If any federal funds are to be used to pay for any
15 of Contractor's services under this Agreement, Contractor shall fully comply with all
16 certification and disclosure requirements prescribed by Section 319 of Public Law 101-121
17 (31 United States Code Section 1352) and any implementing regulations, and shall ensure
18 that each of its subcontractors receiving funds under this Agreement also fully complies
19 with all such certification and disclosure requirements.

20 48. CERTIFICATION OF DRUG-FREE WORK PLACE: Contractor certifies and
21 agrees that Contractor and its employees shall comply with DMH's policy of maintaining a
22 drug-free work place. Contractor and its employees shall not manufacture, distribute,
23 dispense, possess, or use any controlled substances as defined in 21 United States Code
24 Section 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines,
25 at any of Contractor's facilities or work sites or County's facilities or work sites. If
26 Contractor or any of its employees is convicted of or pleads nolo contendere to any
27 criminal drug statute violation occurring at any such facility or work site, then Contractor,
28 within five (5) days thereafter, shall notify Director in writing.

29 49. COUNTY LOBBYISTS: Contractor and each County lobbyist or County lobbying
30 firm as defined in Los Angeles County Code Section 2.160.010, retained by Contractor,

1 shall fully comply with County's Lobbyist Ordinance, Los Angeles County Code Chapter
2 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm
3 retained by Contractor to fully comply with County's Lobbyist Ordinance shall constitute a
4 material breach of this Agreement upon which County may immediately terminate or
5 suspend this Agreement.

6 50. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor
7 shall assure that all locations where services are provided under this Agreement are
8 operated at all times in accordance with all County community standards with regard to
9 property maintenance and repair, graffiti abatement, refuse removal, fire safety,
10 landscaping, and in full compliance with all applicable local laws, ordinances, and
11 regulations relating to the property. County's periodic monitoring visits to Contractor's
12 facility(ies) shall include a review of compliance with this Paragraph 50.

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

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

22 53. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following
23 requirements set forth in the County's Non-Responsibility and Debarment Ordinance (Title
24 2, Chapter 2.202 of the County Code) are effective for this Agreement, except to the
25 extent applicable State and/or federal laws are inconsistent with the terms of the
26 Ordinance.

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

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

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

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

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

30 F. After consideration of any objections, or if no objections are submitted, a

1 record of the hearing, the proposed decision and any other recommendation of the
2 Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of
3 Supervisors shall have the right to modify, deny or adopt the proposed decision and
4 recommendation of the Hearing Board.

5 G If a Contractor has been debarred for a period longer than five (5) years, that
6 Contractor may, after the debarment has been in effect for at least five (5) years, submit a
7 written request for review of the debarment determination to reduce the period of
8 debarment or terminate the debarment. The County may, in its discretion, reduce the
9 period of debarment or terminate the debarment if it finds that the Contractor has
10 adequately demonstrated one or more of the following: (1) elimination of the grounds for
11 which the debarment was imposed; (2) a bona fide change in ownership or management;
12 (3) material evidence discovered after debarment was imposed; or (4) any other reason
13 that is in the best interests of the County.

14 H. The Contractor Hearing Board will consider a request for review of a
15 debarment determination only where (1) the Contractor has been debarred for a period
16 longer than five (5) years; (2) the debarment has been in effect for at least five (5) years;
17 and (3) the request is in writing, states one or more of the grounds for reduction of the
18 debarment period or termination of the debarment, and includes supporting
19 documentation. Upon receiving an appropriate request, the Contractor Hearing Board will
20 provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board
21 shall conduct a hearing where evidence on the proposed reduction of debarment period or
22 termination of debarment is presented. This hearing shall be conducted and the request
23 for review decided by the Contractor Hearing Board pursuant to the same procedures as
24 for a debarment hearing.

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

1 I. These terms shall also apply to subcontractors of County Contractors.

2 54. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY
3 FUNDED PROGRAM:

4 Contractor hereby warrants that neither it nor any of its staff
5 members is restricted, excluded or suspended from providing services under any health
6 care program funded by the federal government, directly or indirectly, in whole or in part,
7 and that Contractor will notify Director within 30 calendar days in writing of: (1) any event
8 that would require Contractor or a staff member's mandatory exclusion or suspension from
9 participation in a federally funded health care program; and (2) any exclusionary or
10 suspension action taken by any agency of the federal or State governments against
11 Contractor or one or more staff members barring it or the staff members from participation
12 in a federally funded health care program, whether such bar is direct or indirect, or whether
13 such bar is in whole or in part. This warranty and notice requirements apply equally to
14 suspensions from the Medi-Cal program as well as any other federally funded health care
15 programs including but not limited to Medicare and Healthy Families.

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

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

23 Permissive exclusions may be based on: (1) conviction of a misdemeanor related to
24 fraud or financial misconduct involving a government program; (2) obstructing an
25 investigation; (3) failing to provide access to documents or premises as required by federal
26 health care program officials; (4) conviction of a misdemeanor related to controlled
27 substances; (5) failing to disclose information about the entity itself, its subcontractors or
28 its significant business transactions; (6) loss of a State license to practice a health care
29 profession; (7) default on a student loan given in connection with education in a health
30 profession; (8) charging excessive amounts to a federally funded health care program or
furnishing services of poor quality or which are substantially in excess of the needs of the

1 patients; (9) paying a kickback or submitting a false or fraudulent claim. Persons
2 controlling or managing excluded entities who knew of the conduct leading to the exclusion
3 can themselves be excluded, and entities which are owned and controlled by excluded
4 individuals can also be excluded.

5 Mandatory exclusions under State law from Medi-Cal are similar but also include
6 convictions of a misdemeanor for fraud or abuse involving the Medi-Cal program or a
7 Medi-Cal beneficiary.

8 Contractor shall indemnify and hold County harmless against any and all loss or
9 damage County may suffer arising from any federal or State exclusion or suspension of
10 Contractor or its staff members from such participation in a federally funded health care
11 program. Contractor shall provide the certification set forth in Attachment VI as part of its
12 obligation under this Paragraph 54.

13 Failure by Contractor to meet the requirements of this Paragraph 54 shall constitute
14 a material breach of Agreement upon which County may immediately terminate or
15 suspend this Agreement.

16 55. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT:

17 A. The parties acknowledge the existence of the Health Insurance Portability
18 and Accountability Act of 1996, its implementing regulations ("HIPAA"), and subtitle D,
19 Privacy, of the Health Information Technology for Economic and Clinical Health Act
20 ("HITECH"). Contractor understands and agrees that it is a "Covered Entity" under HIPAA
21 and, as such, has obligations with respect to the confidentiality, privacy, and security of
22 patients' medical information, and must take certain steps to preserve the confidentiality of
23 this information, both internally and externally, including the training of staff and the
24 establishment of proper procedures for the release of such information, including the use
25 of appropriate consents and authorizations specified under HIPAA.

26 B. The parties acknowledge their separate and independent obligations with
27 respect to HIPAA and HITECH, and that such obligations relate to *transactions and code*
28 *sets, privacy, and security*. Contractor understands and agrees that it is separately and
29 independently responsible for compliance with HIPAA and HITECH in all these areas and
30 that County has not undertaken any responsibility for compliance on Contractor's behalf.

1 Contractor has not relied, and will not in any way rely, on County for legal advice or other
2 representations with respect to Contractor's obligations under HIPAA or HITECH, but will
3 independently seek its own counsel and take the necessary measures to comply with the
4 law and its implementing regulations.

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

11 D. Contractor and County understand and agree that HIPAA has imposed
12 additional requirements in regards to changes in DMH's County's information system.

13 (1) County desires to clarify County's information system terminology
14 under this Agreement as it relates to HIPAA, and, accordingly, has set forth in Attachment
15 VIII (Crosswalk Fact Sheet) a "crosswalk" of technical terms, definitions and language to
16 be used with this Agreement.

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

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

24 (b) County has added to the DMH Provider Manual an Electronic Data Interchange
25 Fact Sheet which includes information about the applicable HIPAA transactions that can
26 be processed in the County's claims processing information system. Contractor
27 acknowledges that County intends to transition to an environment under the Integrated
28 Behavioral Health Information System (IBHIS) in which clinical, administrative, and
29 financial information, including claims, will be exchanged between DMH and contract
30 providers exclusively electronically. County shall notify Contractor as soon as possible

1 of the date by which County anticipates that Contractor will be required to use specific
2 standards-based electronic transactions, such as Electronic Data Interchange. County
3 shall notify Contractor of the specific date by which Contractor shall in fact be required
4 to use specific standards-based electronic transactions, such as Electronic Data
5 Interchange; County shall notify Contractor no less than 180 days prior to the effective
6 date. Contractor agrees to comply with the specific standards-based electronic
7 transactions specified by County as of the effective date specified by County.

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

11 E. Contractor understands that County operates an informational website
12 <http://dmh.lacounty.info/hipaa/index.html> related to the services under this Agreement
13 and the parties' HIPAA obligations, and agrees to undertake reasonable efforts to utilize
14 said website to obtain updates, other information, and forms to assist Contractor in its
15 performance.

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

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

25 56. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

29 B. Written Employee Jury Service Policy:

30 (1) Unless Contractor has demonstrated to the County's satisfaction

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

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

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

1 County's satisfaction that Contractor either continues to remain outside of the Jury Service
2 Program's definition of "Contractor" and/or that Contractor continues to qualify for an
3 exception to the Program.

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

8 **57. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY**

9 **LAW:** The Contractor shall notify and provide to its employees, and shall require each
10 subcontractor to notify and provide to its employees, a fact sheet regarding the Safely
11 Surrendered Baby Law, its implementation in Los Angeles County, and where and how to
12 safely surrender a baby.

13 The fact sheet is set forth in Attachment VII of this Agreement and is also available on the
14 Internet at www.babysafela.org for printing purposes.

15 **58. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO**
16 **THE SAFELY SURRENDERED BABY LAW:** The Contractor acknowledges that the

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

24 **59. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY**
25 **AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45**

26 **C.F.R. PART 76):** The Contractor hereby acknowledges that the County is prohibited from
27 contracting with and making sub-awards to parties that are suspended, debarred,
28 ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded
29 from securing federally funded contracts. By executing this Agreement, Contractor
30 certifies that neither it nor any of its owners, officers, partners, directors or other principals

1 is currently suspended, debarred, ineligible, or excluded from securing federally funded
2 contracts. Further, by executing this Agreement, Contractor certifies that, to its knowledge,
3 none of its subcontractors, at any tier, or any owner, officer, partner, director or other
4 principal of any subcontractor is currently suspended, debarred, ineligible, or excluded
5 from securing federally funded contracts. Contractor shall immediately notify County in
6 writing, during the term of this Agreement, should it or any of its subcontractors or any
7 principals of either be suspended, debarred, ineligible, or excluded from securing federally
8 funded contracts. Failure of Contractor to comply with this provision shall constitute a
9 material breach of this Agreement upon which the County may immediately terminate or
10 suspend this Agreement.

11 **60. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:**

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

21 **61. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM:** This
22 Contract is subject to all provisions of the County's ordinance entitled Local Business
23 Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County
24 Code. Specifically, Contractor shall pay particular attention to the following provisions in
25 Chapter 2.204:

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

29 Contractor shall not willfully and knowingly make a false statement with the intent to
30 defraud, whether by affidavit, report, or other representation, to a County official or

1 employee for the purpose of influencing the certification or denial of certification of any
2 entity as a Local Small Business Enterprise.

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

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

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

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

15 The above penalties shall also apply to any Contractor that has previously obtained proper
16 certification, however, as a result of a change in their status would no longer be eligible for
17 certification, and fails to notify the State and the Office of Affirmative Action Compliance of
18 this information prior to responding to a solicitation or accepting a contract award.

19 62. FORCE MAJEURE:

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

27 B. Notwithstanding the foregoing, a default by a subcontractor of Contractor
28 shall not constitute a force majeure event, unless such default arises out of causes
29 beyond the control of both Contractor and such subcontractor, and without any fault or
30 negligence of either of them. In such case, Contractor shall not be liable for failure to

1 perform, unless the goods or services to be furnished by the subcontractor were
2 obtainable from other sources in sufficient time to permit Contractor to meet its obligations
3 under this agreement. As used in this sub-paragraph, the term "subcontractor" and
4 "subcontractors" mean subcontractors at any tier.

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

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

18 64. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE
19 WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of
20 Contractor to maintain compliance with the requirements set forth in Paragraph 63
21 (CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED
22 PROPERTY TAX REDUCTION PROGRAM) shall constitute default under this contract.
23 Without limiting the rights and remedies available to County under any other provision of
24 this contract, failure of Contractor to cure such default within 10 days of notice shall be
25 grounds upon which County may terminate this contract and/or pursue debarment of
26 Contractor, pursuant to County Code Chapter 2.206.

27 /
28 /
29 /
30 /

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

8
9 For the County, please use the following contact information:

10 County of Los Angeles - Department of Mental Health
11 Contracts Development and Administration Division
12 550 South Vermont Ave., 5th Floor
13 Los Angeles, CA 90020
14 Attention: Chief of Contracts

15
16
17 For the Contractor, please use the following contact information:

18 _____
19 _____
20 _____
21 _____

22 /
23 /
24 /
25 /
26 /
27 /
28 /
29 /
30 /

1 IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles
2 has caused this Agreement to be subscribed by its Chairman and the seal of said Board to
3 be hereto affixed and attested to by the Executive Officer thereof, and Contractor has
4 caused this Agreement to be subscribed in its behalf by its duly authorized officer, the day,
5 month and year first above written.

6
7 ATTEST:
8 SACHI HAMAI, Executive
9 Officer-Board of Supervisors
10 of the County of Los Angeles

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

11
12
13 By _____
14 Deputy

15
16
17
18 APPROVED AS TO FORM:
19 OFFICE OF THE COUNTY COUNSEL

CONTRACTOR

20
21
22
23 By _____
24 Deputy County Counsel

By _____
Name _____
Title _____
(AFFIX CORPORATE SEAL HERE)

25
26
27
28
29
30 APPROVED AS TO CONTRACT
31 ADMINISTRATION:
32 DEPARTMENT OF MENTAL HEALTH

33
34
35
36
37 By _____
38 Chief, Contracts Development
39 and Administration Division

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

5
6
7 COUNTY OF LOS ANGELES

8 APPROVED AS TO FORM:
9 OFFICE OF THE COUNTY COUNSEL

10
11
12
13
14 By _____
15 Deputy County Counsel

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

16
17
18
19
20 _____
21 CONTRACTOR

22 By _____

23 Name _____

24 Title _____

(AFFIX CORPORATE SEAL HERE)

25
26
27
28
29
30
31
32 APPROVED AS TO CONTRACT
33 ADMINISTRATION:

34 DEPARTMENT OF MENTAL HEALTH

35
36
37
38 By _____
39 Chief, Contracts Development
40 and Administration Division

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43

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

Financial Summary

Contractor Name:
 Legal Entity Number:
 Agreement Period:
 Fiscal Year:

DMH Legal Entity Agreement
 Attachment I
 The Financial Summary -
 Amendment Number

	Funded Program	Max. Program Amount — Non-Medi-Cal/ Indigent	Max. Program Amount — Medi-Cal/ Healthy Families	Combined Max. Program Amount
101	Family Preservation Program			\$ -
102	Child Abuse Prevention Intervention and Treatment (AB2994)			\$ -
103	Special Education Pupil (SEP)			\$ -
104	Specialized Foster Care			\$ -
105	Comprehensive SOC Prog (SAMHSA, CFDA #93.958)			\$ -
106	Child MH Initiative-Project ABC (SAMHSA, CFDA #93.104)			\$ -
107	Juvenile Justice Program (STOP)			\$ -
108	Juvenile Justice Program (JJCPA)			\$ -
109	Co-occurring Disorder			\$ -
110	Path McKinney, CFDA #93.150			\$ -
111	Homeless Services (NCC)			\$ -
112	Family Functional Therapy Program			\$ -
113	CalWORKs			\$ -
114	Homeless - Family Project			\$ -
115	GROW			\$ -
201	Inpatient/Residential Services			\$ -
202	Other Mental Health Services for clients under the age of 21 years			\$ -
203	Other Mental Health Services for clients 21 years of age or older			\$ -
MHSA:				
301	Full Service Partnership (FSP) - Child			\$ -
302	FSP - TAY			\$ -
303	FSP - Adult			\$ -
304	FSP - Older Adult			\$ -
305	Field Capable Clinical Services (FCCS)			\$ -
306	Probation Camps			\$ -
307	Urgent Care Centers/Crisis Resolution Services			\$ -
308	Wellness/Client-Run Centers			\$ -
309	Institutions for Mental Disease (IMD) Step Down			\$ -
310	Enriched Residential Services			\$ -
311	Jail Transition and Linkage Services			\$ -
312	POE (Outreach & Engagement)			\$ -
313	Prevention and Early Intervention (PEI)			\$ -
Unique/Other:				
401				\$ -
Maximum Contract Amount				\$ -

3/31/2010

PSYCHIATRIC INPATIENT HOSPITAL SERVICES

(MODE OF SERVICE 05)

1
2
3
4 1. GENERAL: Psychiatric Inpatient Hospital Services include Acute Psychiatric Inpatient Hospital
5 Services and Administrative Day Services. Each Contractor facility that renders Psychiatric Inpatient
6 Hospital Services shall: (1) be either a licensed acute psychiatric hospital or a distinct acute psychiatric
7 part of a licensed general acute care hospital, (2) be secure, (3) meet all CCR Titles 9 and 22 staffing
8 standards for inpatient services, (4) provide a twenty-four hour psychiatric treatment program and (5) be
9 designated by County as a facility to hold patients under WIC Section 5150.

10 Psychiatric Inpatient Hospital Services shall not include any services related to alcohol or drugs
11 and these services shall not be reimbursable under this Agreement, except where the services related to
12 alcohol or drugs are incidental to a primary diagnosis of mental illness. Where alcohol and drugs, and
13 mental illness, are dually diagnosed, Psychiatric Inpatient Hospital Services may be reimbursed under
14 this Agreement only if the primary diagnosis is mental illness.

15 Notwithstanding any other provision of this Agreement, except as specifically approved in writing
16 by Director, Contractor shall assure that at no time: (1) shall any child or
17 adolescent under the age of 18 years receive any Psychiatric Inpatient Hospital Services in a ward or unit
18 designated for adults receiving Psychiatric Inpatient Hospital Services and (2) shall any adult receive any
19 Psychiatric Inpatient Hospital Services in a ward or unit designated for children or adolescents under the
20 age of 18 years receiving Psychiatric Inpatient Hospital Services.

21 2. SERVICE LOCATION(S):

22 Except as authorized by County pursuant to Paragraph 25 (SUBCONTRACTING), Contractor
23 shall provide all Psychiatric Inpatient Hospital Services under this Agreement only at the following
24 Contractor facility(ies):_____ Contractor shall obtain the prior
25 written consent of Director at least seventy days before terminating services at any such location(s)
26 and/or before commencing such services at any other location(s).

27 /

28 /

1 3. PERSONS TO BE SERVED:

2 Contractor shall provide Acute Psychiatric Inpatient Hospital Services to those Non-Medi-Cal
3 clients: (1) who are in need of Acute Psychiatric Inpatient Hospital Services, (2) who have the
4 characteristics described in Contract Package and any addenda thereto, as approved in writing by
5 Director, (3) for whom County is responsible for determining eligibility accordance with CCR Title 22, and
6 (4) who are referred to Contractor and are admitted with the consent of Director.

7 The duration of any Client's Acute Psychiatric Inpatient Hospital Services hereunder shall not
8 exceed the lesser of: (1) those days necessary to ensure that the Client is not a danger to self or others
9 or gravely disabled due to a mental disability or (2) those days authorized by Director.

10 4. EMERGENCY MEDICAL TREATMENT: Beneficiaries who are provided services hereunder and
11 who require emergency medical care for physical illness or accident shall be transported to an
12 appropriate medical facility. The cost of such transportation as well as the cost of any emergency
13 medical care shall not be a charge to, nor reimbursable under, this Agreement. Contractor shall establish
14 and post written procedures describing appropriate action to be taken in the event of a medical
15 emergency. Contractor shall also post and maintain a disaster and mass casualty plan of action in
16 accordance with CCR Title 22, Section 80023. Such plan and procedures shall be submitted to DMH's
17 Contracts Development and Administration Division at least ten days prior to the commencement of
18 services under this Agreement.

19 5. NOTICE OF ACTION AND STATE FAIR HEARING PROCESS: Pursuant to the Medi-Cal
20 Psychiatric Inpatient Hospital Services Consolidation Emergency Regulations issued by SDMH,
21 Contractor shall give a Beneficiary a written notice of action whenever reimbursement for a planned
22 admission is denied or whenever continued stay services are reduced or terminated by County (mental
23 health plan) while the Beneficiary remains in Contractor's facility(ies). The procedures and requirements
24 for State's fair hearing process shall be the same as CCR Title 22, Section 51014.1 and shall be in
25 accordance with DMH's Quality Management Plan.

26 6. NOTIFICATION OF DEATH: Contractor shall immediately notify Director upon becoming aware
27 of the death of any Beneficiary provided services hereunder. Notice shall be made by Contractor
28 immediately by telephone and in writing upon learning of such a death. The verbal and written notice shall

1 include the name of the deceased, the deceased's IS identification number, the date of death, a summary
2 of the circumstances thereof, and the name(s) of all Contractor's staff with knowledge of the
3 circumstances.

4 7. QUALITY IMPROVEMENT: Contractor shall comply with all applicable provisions of WIC, CCR,
5 Code of Federal Regulations, SDHS policies and procedures, SDMH policies and procedures, and DMH
6 quality improvement policies and procedures, to establish and maintain a complete and integrated quality
7 improvement system. In conformance with these provisions, Contractor shall establish: (1) a utilization
8 review process; (2) an interdisciplinary peer review of the quality of Beneficiary care; and (3) monitoring of
9 medication regimens of Beneficiaries. Medication monitoring shall be conducted in accordance with
10 County policy. A copy of Contractor's quality improvement system plan shall be available to DMH's
11 Quality and Outcome Bureau for review and written approval prior to Contractor's submission of any
12 claims for services hereunder.

13 8. BENEFICIARY EVALUATION OF CONTRACTOR'S SERVICES: Contractor shall provide a
14 written questionnaire to certain Beneficiaries at the time of admission in accordance with DMH policies
15 and procedures. The questionnaire shall be approved by SDHS and offer the Beneficiary the opportunity
16 to evaluate the care given. The questionnaire shall be collected at the time of discharge and maintained
17 in Contractor's file for at least four years and shall be made available to authorized agents of County,
18 State and/or Federal governments.

19 9. PROGRAM ELEMENTS FOR ACUTE PSYCHIATRIC INPATIENT HOSPITAL SERVICES:
20 Contractor shall provide Acute Psychiatric Inpatient Hospital Services to Beneficiaries in accordance with
21 Contract Package and any addenda thereto, as approved in writing by the Director, for the term of this
22 Agreement.

23 Acute Psychiatric Inpatient Hospital Services consist of twenty-four hour intensive service in a
24 facility, which is a licensed acute psychiatric hospital or a distinct acute psychiatric part of a licensed
25 general acute care hospital, that provides psychiatric treatment with the specific intent to ameliorate the
26 symptoms of danger to self, others, or the inability to provide for food, clothing and shelter due to a
27 mental disability as determined by qualified mental health professional staff of the facility. Twenty-four
28 hour psychiatric care may be necessary to relieve recent and serious dysfunction in social, occupational

1 or family relations where a less secure environment may lead to a deterioration in dysfunction and in turn
2 lead to symptoms of danger to self, others, or grave disability due to a mental disability as determined by
3 qualified mental health professional staff of the facility. Grave disability is defined as the inability to
4 provide for food, clothing, shelter or access to other resources without which the Beneficiary is in grave
5 danger to self.

6 Acute Psychiatric Inpatient Hospital Services shall include, but are not limited to:

- 7 A. Admission services twenty-four hours a day, seven days a week;
- 8 B. Safe and clean living environment with adequate lighting, toilet and bathing facilities, hot
9 and cold water, toiletries, and a change of laundered bedding;
- 10 C. Three balanced and complete meals each day;
- 11 D. Twenty-four hour supervision of all Beneficiaries by properly trained personnel. Such
12 supervision shall include, but is not limited to, personal assistance in such matters as
13 eating, personal hygiene, dressing and undressing, and taking of prescribed medications;
- 14 E. Physical examination and medical history within twenty-four hours of admission;
- 15 F. Laboratory services when medically indicated;
- 16 G. X-Rays;
- 17 H. Electrocardiograms (EKG) and electroencephalograms (EEG);
- 18 I. Medication supervision and/or maintenance program;
- 19 J. Support to psychiatric treatment services, including, but not limited to, daily patient
20 review;
- 21 K. Support to psychological services;
- 22 L. Social work services;
- 23 M. Nursing services;
- 24 N. Recreational therapy services;
- 25 O. Occupational therapy services;
- 26 P. Electroconvulsive therapy services when appropriate in accordance with WIC Section
27 5326.7 et seq.;
- 28 Q. Recommendation for further treatment, conservatorship, or referral to other existing

- 1 programs, as appropriate (i.e., day care, outpatient, etc.), relative to Beneficiary needs;
- 2 R. Prior to discharge of any Beneficiary, preparation and transmittal of a written aftercare
- 3 plan in accordance with California Health and Safety Code Section 1284 and WIC
- 4 Section 5622. Each aftercare plan shall be submitted to Director at the time of discharge
- 5 of the Beneficiary; and
- 6 S. Maintain daily attendance log for each day of service provided hereunder.

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

Acute Intensive Service Exhibit

CONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any contract between my employer, _____, and the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

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

SUBCONTRACT(S)

Contractor's request to County shall include:

1. The reasons for the particular subcontract.
2. A detailed description of the services to be provided by the subcontract.
3. Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.
4. A description of the proposed subcontract amount and manner of compensation, together with Contractor's cost or price analysis thereof.
5. A copy of the proposed subcontract which shall contain the following provision: "This contract is a subcontract under the terms of the prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract."
6. Any other information and/or certifications requested by County.

Contractor shall remain responsible for any and all performance required of it under this Agreement.

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

This list in no way limits the terms and conditions as set forth in Paragraph 25 (SUBCONTRACTING) of the Agreement.

NOTE: Contractor must have prior written approval from County in order to enter a particular subcontract and all requests must be in writing.

SUBCONTRACTOR EMPLOYEE
ACKNOWLEDGEMENT OF EMPLOYER

I understand that _____, is my sole employer for purposes of this employment.

I rely exclusively upon _____, for payment of all salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of Los Angeles County for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles during the period of this employment.

I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any subcontract between my employer, _____, and any person or entity which has a prime contract with the County of Los Angeles.

ACKNOWLEDGED AND RECEIVED:

NAME: _____

DATE: _____

NAME: _____

Print

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

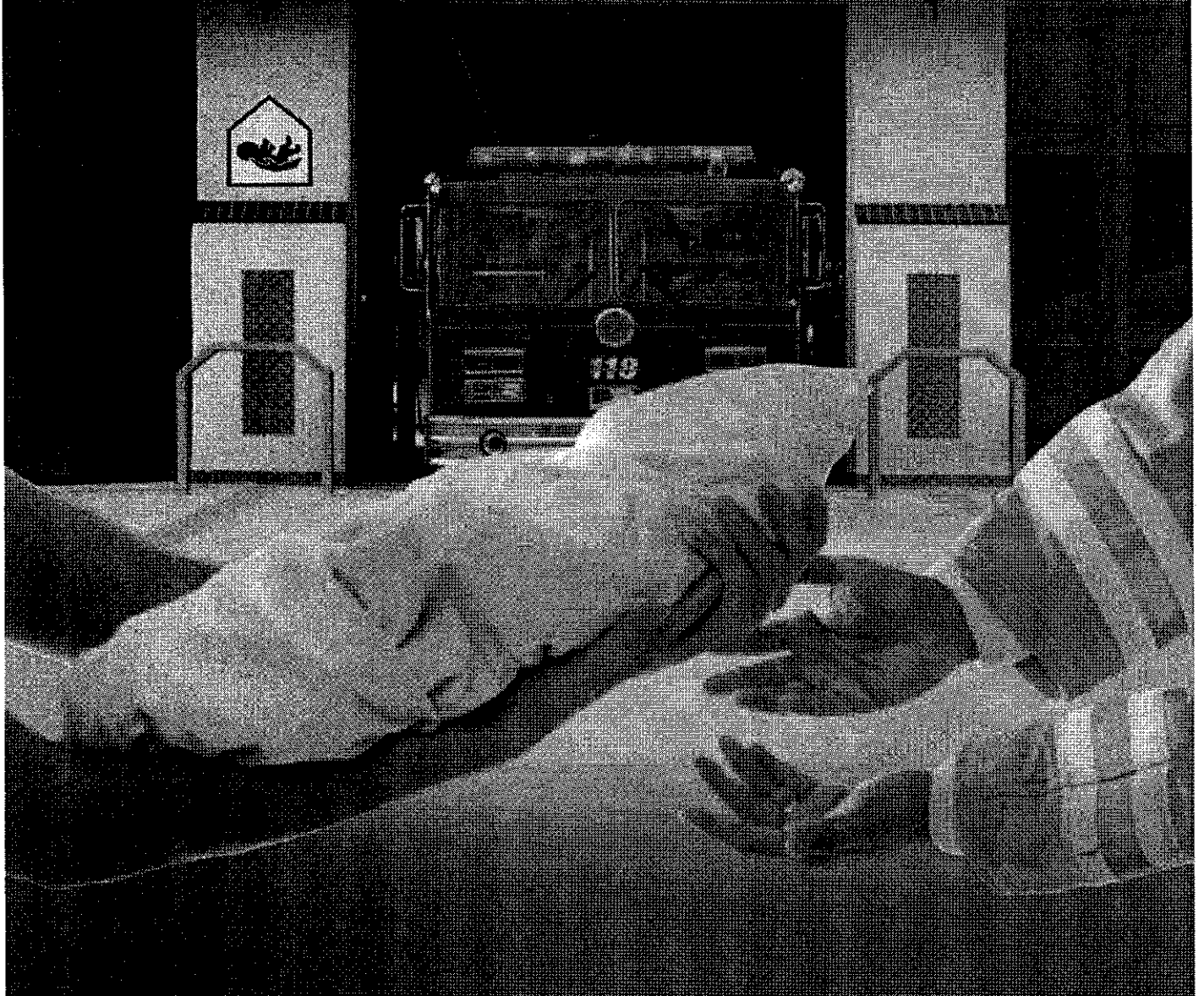
SAFELY SURRENDERED BABY LAW

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.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

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?

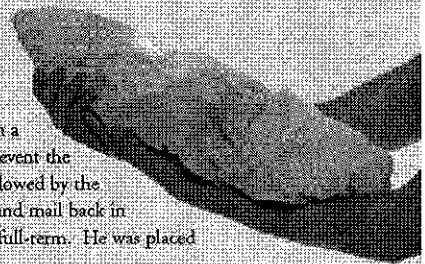
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

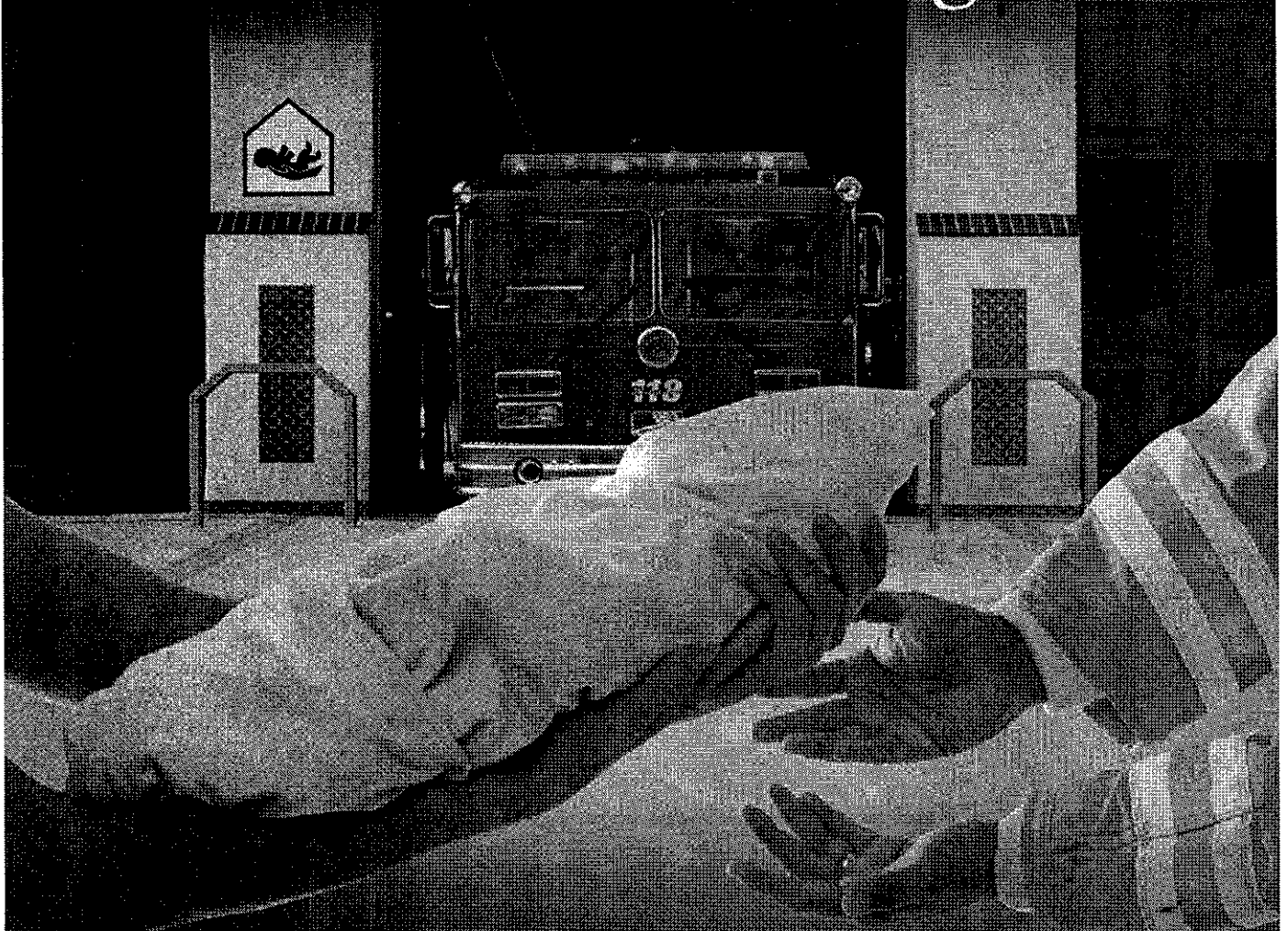
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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

Sin pena. Sin culpa. Sin nombres.

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

www.babysafefo.org



Ley de Entrega de Bebés Sin Peligro

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

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 brazaletes y el padre/madre o el adulto que lo entregue recibirá un brazaletes 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.

¿Sólo los padres podrán llevar al recién nacido?

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

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

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

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

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

¿Qué pasará con el bebé?

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

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

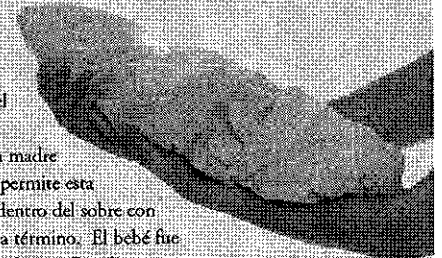
Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

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

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazaletes 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 periodo 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.



ATTESTATION REGARDING FEDERALLY FUNDED PROGRAMS

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

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

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

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

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

Name of authorized official _____
Please print name

Signature of authorized official _____ Date _____

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

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

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

Check the Certification below that is applicable to your company.

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

OR

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

Signature

Date

Name and Title of Signer (please print)

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

ATTACHMENT B

SPECIALIZED CONTRACT RENEWAL FOR FYS 2010-11, 2011-12 AND 2012-13

UNIQUE AGREEMENTS

Item No.	CONTRACTOR	SUP. DIST. (HQ)	Agreement Term	Payment Schedule or Maximum Contract Amount			Funding Source
				FY 2010-11	FY 2011-12	FY 2012-13	
1	Aurora Charter Oak, LLC 1161 E. Covina Boulevard Covina, CA 91724	5	3 Yrs.	\$1,744,800	\$1,744,800	\$1,744,800	Sales Tax Realignment Revenue and Net County Costs
2	College Hospital - Cerritos 10802 College Place Cerritos, CA 90703	4	3Yrs.	\$1,316,400	\$1,316,400	\$1,316,400	Sales Tax Realignment Revenue and Net County Costs
3	White Memorial Medical Center 1720 Cesar E. Chavez Avenue Los Angeles, CA 90033	1	3 Yrs.	\$2,098,800	\$2,098,800	\$2,098,800	Sales Tax Realignment Revenue and Net County Costs