

COUNTY OF LOS ANGELES

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

ROBIN KAY, Ph.D.
Chief Deputy Director

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Medical Director



BOARD OF SUPERVISORS
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DEPARTMENT OF MENTAL HEALTH

<http://dmh.lacounty.gov>

550 SOUTH VERMONT AVENUE, LOS ANGELES, CALIFORNIA 90020

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

May 19, 2009

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

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

34 MAY 19, 2009

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO ENTER INTO AGREEMENTS
FOR SUPPORTIVE SERVICES
FOR FISCAL YEARS 2008-09 THROUGH 2012-13
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute Supportive Services Agreements with 12 agencies to provide supportive services for individuals with psychiatric disabilities who reside in new permanent supportive housing projects through the implementation of the Mental Health Services Act Community Services and Supports Plan's Housing Trust Fund.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Mental Health, or his designee, to prepare, sign, and execute Department of Mental Health (DMH) Supportive Services Agreements (Agreement), substantially similar to Attachment I, with five new DMH contractors, and seven existing DMH contractors to provide supportive services under the Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan's Housing Trust Fund. The funding that will total \$7,294,425 (Attachment II) will be fully funded by MHSA CSS funds. The Agreements will be effective upon Board approval for five years.
2. Delegate authority to the Director of Mental Health, or his designee, to execute Agreements for the remaining \$3,205,575 for supportive services and/or operating subsidies for future permanent supportive housing projects in the Fourth Supervisorial District in the amount of \$1,105,575 and in the Fifth Supervisorial District in the amount of \$2,100,000.

"To Enrich Lives Through Effective And Caring Service"

3. Delegate authority to the Director of Mental Health, or his designee, to extend the original term of the Agreements for up to seven one-year extensions if the allocated funds are not expended within the original term.
4. Delegate authority to the Director of Mental Health, or his designee, to prepare, sign, and execute future amendments to these Agreements and establish as a new Total Agreement Amount (TAA) the aggregate of the original Agreement and all amendments, provided that: 1) the County's total payments to a contractor under each Agreement for each fiscal year shall not exceed a change of 20 percent increase from the applicable Board approved TAA; 2) any such increase shall be used to provide additional services or to reflect program and/or policy changes; 3) your Board has appropriated sufficient funds for all changes; and 4) approval by County Counsel and the Chief Executive Officer (CEO), or their designees, is obtained prior to any such amendment; 5) County and contractor may, by written amendment, mutually agree to reduce programs or services and revise the applicable TAA, provided that any amendments which reduce programs or services will be consistent with the principles agreed to in DMH stakeholders' process; and 6) the Director of Mental Health notifies the Board of Supervisors of Agreement changes in writing within 30 days after execution of each amendment.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the recommended actions will allow DMH to enter into Agreements with 12 contractors to provide supportive services for new permanent supportive housing for individuals with psychiatric disabilities. Supportive services are essential for achieving and maintaining independent living and community reintegration and are provided to clients at their residence. Services include case management; service coordination with the primary mental health provider; linkage to other community-based services such as health care, child care, and alcohol and other substance abuse treatment; education and/or employment services; and self-help groups. Funding these services is intended to provide leverage for other local, State, and federal financial resources for projects that will increase the number of permanent supportive housing units dedicated to individuals with mental illness and their families. Long-term commitments for supportive services and project-based vouchers or other types of operating subsidies are necessary for special needs housing developers to obtain long-term financing for the capital costs of new projects. In recent years, there has been a dramatic decrease in the availability of these commitments' yet ever-increasing need for affordable housing. The MHSA CSS Plan's Housing Trust Fund was developed to help fill this crucial gap.

Approval of the request for delegated authority to execute Agreements for supportive services and/or subsidies for future supportive housing projects in the Fourth and Fifth Supervisorial Districts, for which a limited number of eligible Request for Proposal (RFP) responses were received, will allow DMH to evaluate additional proposals from these Supervisorial Districts, in recognition that homelessness is a Countywide issue. All eligible housing projects will be accepted on a flow basis, but priority will be given to projects receiving capital development funds through the MHSA Housing Program. Each proposal will be reviewed to ensure that the minimum requirements indicated in the Housing Trust Fund RFP are met.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the County Strategic Plan Goal 1, "Operational Effectiveness," Goal 2, "Children, Family and Adult Well-Being," and Goal 4, "Health and Mental Health."

FISCAL IMPACT/FINANCING

There is no increase in net County cost.

The total cost of the Agreements is \$10,500,000, fully funded by MHSA revenue. Funding in the amount of \$7,294,425 will be allocated to five new and seven existing DMH contractors to provide supportive services to individuals with psychiatric disabilities who reside in the new permanent supportive housing projects. The remaining \$3,205,575 will be allocated upon the approval of awards to contractors in the Fourth and Fifth Supervisorial Districts.

Sufficient appropriation for the Agreements is included in the Department's Special Fund for Fiscal Year (FY) 2008-09. The balance will be included in the Department's FY 2009-10 Final Change Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The DMH MHSA CSS Plan approved by your Board and the State Department of Mental Health included \$10,500,000 of one-time funds to help capitalize a Housing Trust Fund to support the development of new permanent supportive housing for individuals of all ages with psychiatric disabilities, particularly individuals who are homeless or at risk of homelessness including those exiting institutions such as jails, Institutions for Mental Disease, and acute psychiatric hospitals. The target population includes individuals with multiple barriers to obtaining permanent housing such as those

with co-occurring mental health and substance abuse disorders and those with histories of poor credit or evictions and/or criminal records.

The competitive solicitation made funding available to projects placed into service on or after February 1, 2006. Contractors will provide supportive services in accordance with a Statement of Work included in the Agreements. For the term of the Agreements and any subsequent extensions, contractors will submit monthly invoices in arrears, which will commence upon execution of the Agreements or at the time the Department receives the certificate of occupancy indicating the project is completed and ready to be placed into service for 4 of the 12 projects still under development. The Agreements for projects under development are contingent upon the contractor securing all necessary resources. DMH will reserve the right to terminate these Agreements if the contractor is not able to secure the other necessary resources and/or does not make reasonable progress as determined by DMH on the approved project timeline. DMH will consider requests made by the contractor to extend the timeline stated in the proposal given the impact of the current financial crisis in the country on the ability of these projects to secure other loans. If an extension is granted, DMH will continue to monitor the progress of the projects. If an extension is not granted, the Agreement will be terminated and DMH will consider another qualified proposal.

Although the Housing Trust Funds could be utilized for supportive services and/or operating subsidies, the RFP stipulated that priority would be given to funding supportive services. With over \$36 million of requests for supportive services in eligible proposals, DMH is recommending all of the funds be awarded for supportive services.

The attached Agreement has been approved as to form by County Counsel. The proposed actions have been reviewed by the CEO. Administrative staff of DMH will review and monitor compliance to the Agreement and ensure that Agreement provisions and DMH policies are being followed.

CONTRACTING PROCESS

As recommended by stakeholders and specified in the MHSA CSS Plan, the DMH Director appointed a Housing Trust Fund Advisory Board (HTFAB) which serves as an official advisory body to DMH on all MHSA housing initiatives. The HTFAB is composed of stakeholders, including consumers, family members, City and County housing departments, other County departments and housing advocates. The HTFAB developed principals, priorities, and recommendations for the Housing Trust Fund that were used by DMH to develop the Housing Trust Fund RFP.

The Housing Trust Fund RFP was released on January 22, 2008, and proposals were due by March 10, 2008. DMH received 33 proposals, 28 of which met minimum qualifications and were considered for funding. The 28 eligible proposals included over \$36 million of requests for supportive services and over \$3.5 million for operating subsidies. Evaluation panels were composed of consumers, family members, DMH staff, and member of other County and City of Los Angeles departments and non-profit agencies. Based on the evaluation panel scores and a commitment to distribute the funds regionally, in recognition that homelessness is a countywide issue, DMH reviewed and finalized the recommendations for funding 12 agencies as detailed in Attachment II.

After notification of the RFP results, DMH received 13 requests for debriefings. One of the 13 agencies that requested a debriefing also requested a Proposed Contractor Selection Review. The Protest Review Committee found no evidence to support the grounds stated by the agency in its request for review. The agency did not request further review by a County Review Panel. Therefore, no appeals are pending.

As part of the selection process, DMH determined there were a limited number of eligible proposals for Supervisorial Districts 4 and 5 and, therefore, proposes to fund all eligible proposals and set aside \$3,205,575 in DMH's Special Fund for future new permanent supportive housing projects in these Supervisorial Districts. DMH proposes the following process for receiving proposals for these Supervisorial Districts. Eligible projects for the remaining funds are only for new permanent supportive housing projects that are located in the Fourth and Fifth Supervisorial Districts and that are committed to serving the target population as set forth in the RFP. All eligible projects will be considered, but priority will be given to those projects that have capital development and/or operating funds committed through the MHSA Housing Program. Eligible projects that need supportive services funds will be required to complete the request for funds as indicated in the Housing Trust Fund RFP, and they will be evaluated on a flow basis to ensure each supportive services project meets the minimum requirements set forth in the RFP. DMH will accept proposals for the remaining funds until they are all allocated.

IMPACT ON CURRENT SERVICES

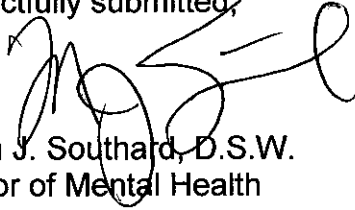
Board approval of the proposed actions will allow DMH to use MHSA funds for the purpose of providing permanent supportive housing for individuals with mental illness and their families living throughout Los Angeles County. These funds are critical to Los Angeles County's commitment to end homelessness and to provide the supportive services necessary to assist individuals with psychiatric disabilities to successfully live independently.

Honorable Board of Supervisors
May 19, 2009
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CONCLUSION

DMH will need one copy of the adopted Board actions. It is requested that the Executive Officer of the Board notify DMH's Contracts Development and Administration Division at (213) 738-4684 when this document is available.

Respectfully submitted,



Marvin J. Southard, D.S.W.
Director of Mental Health

MJS:KD:MF

Attachments (2)

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

CONTRACTOR:

Contract Number

N/A

Provider Number

Business Address:

Reference Number

Supervisorial District: _____

Mental Health Service Area(s): _____

**SERVICE AGREEMENT FOR SUPPORTIVE SERVICES
THROUGH THE MENTAL HEALTH SERVICES ACT HOUSING TRUST FUND**

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- B. PAYMENT SCHEDULE
- C. CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- D. CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
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- F. ATTESTATION REGARDING FEDERALLY FUNDED PROGRAM
- G. FACT SHEET ON "SAFELY SURRENDERED BABY LAW"
- H. CHARITABLE CONTRIBUTIONS CERTIFICATION

**SERVICE AGREEMENT FOR SUPPORTIVE SERVICES
THROUGH THE MENTAL HEALTH SERVICES ACT HOUSING TRUST FUND**

THIS AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the County of Los Angeles (hereafter "County"), and _____

(hereafter "Contractor")

Business Address:

WHEREAS, County desires to provide people of all ages with psychiatric disabilities, including those with substance abuse and other co-occurring disorders in Los Angeles County who qualify under the Mental Health Services Act (MHSA) Community Services and Supports (CSS) Plan with on-site supportive services for permanent supportive housing projects and scattered-site supportive services as described in Exhibit A (Statement of Work); and

WHEREAS, the objective of these services is to provide accessible, supportive mental health and other services for unserved and underserved, homeless children, transition age youth (TAY), adults, and older adults SED and/or SPMI TAY, including, but not limited to people with substance abuse and other co-occurring disorders, who are homeless or at risk of becoming homeless in order to support a person's ability to maintain permanent housing, recovery, wellness, and resiliency; and

WHEREAS, Contractor shall provide these services to children, TAY, adults, and/or older adults and their immediate families who reside/will reside in the permanent supportive housing projects; and

WHEREAS, Contractor operates or will operate once the housing project is placed into service, permanent supportive housing facility (ies) where these services shall be provided in accordance with

Exhibit A (Statement of Work); and

WHEREAS, Contractor is/will be 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, ordinances, rules, regulations, guidelines, and directives, including, but not limited to, the following: WIC Section 5600 et seq., including, but not limited to, Sections 5600.4, 5600.9, 5602, 5614, 5650, 5680 through 5688.5, 5705 and 5705.5; WIC Sections 5450 and 5464; California Government Code Sections 26227 and 53703; Part B of Title XIX of the Federal Public Health Services Act, (42 United States Code Section 300x et seq.); California Penal Code Section 11165 and 11166 et seq.; Titles 9 and 22 of the California Code of Regulations (hereafter "CCR"); State Department of Mental Health's Cost Reporting/Data Collection Manual; policies and procedures developed by County; and policies and procedures which have been documented in the form of Policy Letters issued by the State Department of Mental Health, including, but not limited to, Policy Letters 88-03, 85-37 and 85-35; and

WHEREAS, the following terms, as used in this Agreement, shall have the following meanings:

- A. "CR/DC Manual" means SDMH's Cost Reporting/Data Collection Manual and all amendments thereto;
- B. "Day(s)" means calendar day(s) unless otherwise specified;
- C. "Director" means County's Director of Mental Health or his authorized designee;
- D. "DMH" means County's Department of Mental Health;
- E. "Fiscal Year" means County's Fiscal Year, which commences July 1 and ends the following June 30;
- F. "SDMH" means State's Department of Mental Health;
- G. "State" means the State of California;

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

NOW, THEREFORE, Contractor and County agree as follows:

PREAMBLE

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

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

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

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

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

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and

- Education and Workforce Readiness.

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

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

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

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

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

Personal Service Delivery

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

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

Service Access

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

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

Service Environment

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

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

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

1. **TERM:**

A. **Initial Period:** The period of this Agreement shall commence on _____, 2009 and shall continue in full force and effect through June 30, 2013. However, for those projects not presently in service no payment shall be made before the date that the Department receives the certificate of occupancy indicating the project is completed and ready to be placed into service.

B. Project Timeline: For those projects not presently in service, Contractor shall adhere to the approved project timeline. If Contractor is delayed in meeting the construction completion date, Contractor may request to extend the approved project timeline by submitting a written request to District Chief of Countywide Housing, Employment and Education Resource Development; notwithstanding the foregoing, Contractor shall at all times make reasonable progress as determined by DMH toward adhering to the approved project time line. In granting or denying a request to extend the approved project time line, DMH will consider the impact of the current financial crisis in the Country on the ability of Contractor to secure funding for the project and the progress achieved toward completing the project.

C. Extension Period(s): After the Initial Period, this Agreement may be extended by DMH, in its sole discretion, for up to seven additional one year terms without further action by the parties hereto unless either party desires to terminate this Agreement at the end of the Initial Period and gives written notice to the other party not less than 30 calendar days prior to the end of the Initial Period.

(1) First Extension Period: If this Agreement is extended, the First Extension Period shall commence on July 1, 2013 and shall continue in full force and effect through June 30, 2014.

(2) Second Extension Period: If this Agreement is extended, the Second Extension Period shall commence on July 1, 2014 and shall continue in full force and effect through June 30, 2015.

(3) Third Extension Period: If this Agreement is extended, the Third Extension Period shall commence on July 1, 2015 and shall continue in full force and effect through June 30, 2016.

(4) Fourth Extension Period: If this Agreement is extended, the Fourth Extension Period shall commence on July 1, 2016 and shall continue in full force and effect through June 30, 2017.

(5) Fifth Extension Period: If this Agreement is extended, the Fifth Extension Period shall commence on July 1, 2017 and shall continue in full force and effect through June 30, 2018.

(6) Sixth Extension Period: If this Agreement is extended, the Sixth Extension Period shall commence on July 1, 2018 and shall continue in full force and effect through June 30, 2019.

(7) Seventh Extension Period: If this Agreement is extended, the Seventh Extension Period shall commence on July 1, 2019 and shall continue in full force and effect through June 30, 2020.

D. Contractor shall provide services, as described in Paragraph 3 (DESCRIPTION OF

SERVICES), continuously and without interruption from the commencement date of this Agreement through the expiration date of this Agreement unless sooner terminated as provided hereunder.

E. This Agreement may be terminated without cause at any time by either party by giving at least thirty days prior written notice to the other party. County may also terminate this Agreement immediately if County determines that any Federal, State, and/or County funds are not budgeted or available for this Agreement or any portion hereof.

This Agreement shall automatically terminate on the date: (1) that a majority ownership of Contractor changes by sale or otherwise or (2) that there is any sale or other change of ownership of the facility(ies) where services are to be provided as described in Exhibit A (Statement of Work). Contractor shall provide written notice to County immediately after Contractor first becomes aware that either of these circumstances will occur or has occurred.

Other termination provisions for County are found in Paragraphs 6 (COUNTY AUDIT SETTLEMENTS), 12 (RECORDS AND AUDITS), 20 (NONDISCRIMINATION IN EMPLOYMENT), 22 (INDEMNIFICATION), 25 (WARRANTY AGAINST CONTINGENT FEES), 29 (DELEGATION AND ASSIGNMENT BY CONTRACTOR), 30 (SUBCONTRACTING), 36 (TERMINATION FOR INSOLVENCY), 37 (TERMINATION FOR DEFAULT), and 38 (TERMINATION FOR IMPROPER CONSIDERATION).

F. In the event that this Agreement is terminated by Contractor or County or automatically, then upon the issuance of any notice of termination, or on the date of automatic termination, Contractor shall make immediate and appropriate plans to transfer or refer all clients receiving services under this Agreement to other agencies for continuing services in accordance with the client's needs. Such plans shall be subject to prior written approval of Director, except that in specific cases, as determined by Contractor, where an immediate client transfer or referral is indicated, Contractor may make an immediate transfer or referral. All costs related to all such transfers or referrals as well as all costs related to all continuing services shall not be a charge to this Agreement nor reimbursable in any way hereunder.

G. Six Months Notification of Agreement Expiration: Contractor shall notify County when this Agreement is within six (6) months of expiration. Contractor shall send such notice to those persons and addresses which are set forth in Paragraph 70 (NOTICES).

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

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

3. DESCRIPTION OF SERVICES: Contractor shall provide mental health services in the form as described in Exhibit A (Statement of Work) attached hereto and incorporated herein by reference. Services provided by Contractor shall be the same regardless of the client's ability to pay or source of payment.

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

5. PAYMENT:

A. In consideration of the performance by Contractor in a manner satisfactory to County of the services described in Exhibit A (Statement of Work), Contractor shall be paid in accordance with the Payment Schedule established in Exhibit B.

In no event shall Contractor be reimbursed under this Agreement for any services provided to any client whose approved referral to Contractor hereunder has been canceled by Director. In such

circumstance, County shall not reimburse Contractor hereunder for the particular client after the date Director cancels the client's approved referral.

Contractor shall submit a monthly billing to County which shall include as supporting documentation, copies of DMH's Facility Billing Statement form for each client.

Each monthly billing shall be submitted within sixty days of the last date services were provided during the particular month. The monthly billing and subsequent payment shall be made in accordance with County policies and procedures. If billings are not submitted as required by County, then payment shall be withheld until County is in receipt of correct and complete billings.

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

No Payment for Services Provided Following Expiration/Termination of Agreement:

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

6. COUNTY AUDIT SETTLEMENTS:

A. If, at any time during the term of this Agreement or at any time after the expiration or

termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the services provided hereunder and if such audit finds that County's dollar liability for such services is less than payments made by County to Contractor, then, the difference shall be either: (1) repaid by Contractor to County by cash payment upon demand or (2) at the sole discretion of Director, deducted from any amounts due by County to Contractor, whether under this Agreement or otherwise. If such audit finds that County's dollar liability for services provided hereunder is more than payments made by County to Contractor, then the difference shall be paid to Contractor by County by cash payment.

B. Failure on the part of Contractor to comply with any of the terms of this Paragraph 6 shall constitute a material breach of this Agreement upon which County may terminate or suspend this Agreement.

7. PRIOR AGREEMENT(S) SUPERSEDED:

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

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

The parties agree that the provisions of such prior Agreement(s), and all Amendments thereto, shall be entirely superseded as of N/A, by the provisions of this Agreement.

B. The parties further agree that all payments made by County to Contractor under any such prior Agreement(s) for services rendered thereunder on and after N/A, shall be applied to and considered as payments made under this Agreement and shall be applied against all applicable Federal, State, and/or County funds provided hereunder.

8. STAFFING:

A. Contractor shall operate continuously throughout the term of this Agreement with a sufficient number of staff necessary to provide the services described in Exhibit A (Statement of Work). Director may, in his sole discretion, determine from time to time the number and type of staff which Contractor shall provide for services hereunder.

B. During the term of this Agreement, Contractor shall have available and shall provide upon

request to authorized representatives of County, a list of all persons by name, title, professional degree, and experience, who are providing any services hereunder.

9. STAFF TRAINING AND SUPERVISION: Contractor shall institute and maintain an in-service training program for all its staff providing services under this Agreement. Contractor shall institute and maintain appropriate supervision of all persons providing services hereunder. Contractor shall be responsible for the training of all appropriate staff on any matters that County may reasonably require.

10. PROGRAM SUPERVISION, MONITORING AND REVIEW: Pursuant to WIC Section 5608 and CCR Title 9, Section 521, all services hereunder shall be provided by Contractor under the general supervision of Director. Director shall have the right to monitor and specify the kind, quality, appropriateness, timeliness, amount of services, and the criteria for determining the persons to be served. Upon receipt of a DMH Monitoring Report, Contractor shall respond in writing to the particular DMH Contract Monitor within the time specified in the Report either acknowledging the reported deficiencies or presenting contrary evidence, and, in addition, submitting a plan for immediate correction of all deficiencies. In the event of a State audit of this Agreement, if State auditors disagree with County's written instructions to Contractor in its performance of this Agreement, and if such disagreement results in a State disallowance of any of Contractor's costs hereunder, then County shall be liable for Contractor's disallowed costs as determined by State. Authorized State representatives shall have the right to review and monitor Contractor's facilities, programs, and procedures at any reasonable time.

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

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12. RECORDS AND AUDITS:

A. Records:

(1) Services Records: Contractor shall maintain accurate and complete records of all services provided by all the various professional, paraprofessional, intern, student, volunteer and other personnel in sufficient detail to permit an evaluation and audit of services provided under this Agreement. In addition to the requirements set forth in this Paragraph 12, Contractor shall comply with any additional client record requirements which may be included in the Exhibit(s). Contractor shall also maintain accurate and complete program records of all services rendered in accordance with all applicable County, State and Federal requirements.

All such records shall be maintained by Contractor at a location in Los Angeles County for a minimum period of four years following the expiration or termination of this Agreement, or until County, State and/or Federal audit findings applicable to such services are fully resolved, whichever is later. During such retention period, all such records shall be made available during County's normal business hours to authorized representatives of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

(2) Financial Records: Contractor shall prepare and maintain, on a current basis, accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles, with all the guidelines, standards, and procedures which may be provided by County to Contractor. Minimum standards for accounting principles are set forth in County's Auditor- Controller's Contract Accounting and Administration Handbook which shall be furnished to Contractor by County upon request.

The above financial records shall include, but are not limited to:

- (a) Books of original entry and a general ledger.
- (b) A listing of all County remittances received.
- (c) Employment records.

All financial records shall be maintained by Contractor at a location in Los Angeles County for a minimum period of seven years following the expiration or termination of this Agreement, or until County, State and/or Federal audit findings are fully resolved, whichever is later. During such retention period, all such records shall be made available during County's normal business hours to authorized representatives of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. In the event any records are located outside Los Angeles County, Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection or audit at such other location.

(3) Preservation of Records: If, following termination of this Agreement, Contractor's facility(ies) is (are) closed or if majority ownership of Contractor changes, then within forty-eight hours thereafter, Director of SDMH and the Director shall be notified thereof by Contractor in writing of all arrangements made by Contractor for preservation of all the client, financial, and other records referred to in this Paragraph 12.

B. Audits:

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

(2) County shall perform periodic program review(s) of Contractor's records that relate to this Agreement, and if the results of any program review require a corrective plan of action, Contractor shall submit such a plan to DMH no later than thirty days after receiving the findings of the program review.

(3) Audit Reports: In the event that any audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, then Contractor shall file a copy of such audit report(s) with DMH's Contracts Development and Administration Division within thirty days of Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Agreement.

C. Failure on the part of Contractor to comply with any of the terms of this Paragraph 12

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

13. FEDERAL ACCESS TO RECORDS: If, and to the extent that, Section 1861(v)(1)(I) of Social Security Act (42 United States Code Section 1395x(v)(1)(I)) is applicable, Contractor agrees that for a period of four years following the furnishing of services under this Agreement, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contract, books, document and records of Contractor which are necessary to verify the nature and extent of the cost of services hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of TEN THOUSAND DOLLARS (\$10,000) or more over a twelve-month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

14. REPORTS:

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

B. Income Tax Withholding:

(1) If Contractor has not had a DMH Agreement in effect for at least the last three consecutive years, Contractor shall submit to DMH's Contracts Development and Administration Division the following reports showing timely payment of employees' Federal and State income tax withholding. Further, Contractor shall provide these reports to DMH whenever requested by Director. These reports shall include, but are not limited to:

(a) Within ten days of filing with the Federal or State government, a copy of Contractor's Federal and State quarterly income tax withholding returns (i.e., Federal Form 941 and/or

State Form DE-3 or their equivalents).

(b) Within ten days of each payment, a copy of a receipt for, or other proof of payment of, each employee's Federal and State income tax withholding, whether such payments are made on a monthly or quarterly basis.

(2) Required submission of above quarterly and monthly reports by Contractor may be waived or discontinued by Director in writing based on Contractor's demonstration of prompt and appropriate payment of all its obligations. This Subparagraph B shall not apply to governmental agencies.

15. DISCLOSURE OF INFORMATION: During and after the term of this Agreement, Contractor shall not publish or disseminate any commercial advertisements, press releases, feature articles, or other materials, using the name of County or of any County employee or agent or of any County client without prior written consent of Director. Director shall have the sole and absolute right to grant or deny such consent.

16. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records, client records and information, in accordance with WIC Sections 5328 through 5330, inclusive, Title 45, Code of Federal Regulations, Section 205.50, and all other applicable County, State and Federal laws, ordinances, rules, regulations, and directives, relating to confidentiality. Contractor shall require all its officers, employees, and agents providing services hereunder to acknowledge, in writing, understanding of, and agreement to fully comply with, all such confidentiality provisions. Contractor shall indemnify and hold harmless County, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by Contractor, its officers, employees, or agents.

Contractor shall provide to County an executed Contractor Acknowledgement and Confidentiality Agreement (Exhibit C) prior to performing work under this Agreement. Such Agreement shall be delivered to Department of Mental Health, ATTN: Chief, Contracts Development and Administration Division, 550 South Vermont Avenue, Los Angeles, CA 90020 on or immediately after the effective date of this Agreement but in no event later than the date the Contractor first performs work under this Agreement.

17. CLIENTS' RIGHTS: Contractor shall comply with all clients' rights policies provided by County. County Patients' Rights Advocates shall be given access by Contractor to all clients, clients' records, and Contractor's personnel to monitor Contractor's compliance with all applicable statutes, regulations and policies.

18. REPORTING OF CLIENT ABUSE AND RELATED PERSONNEL REQUIREMENTS:

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

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

C. Contractor Personnel:

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

(2) Although clerical and other nontreatment staff are not required to report suspected cases of abuse, they should consult with mandated reporters upon suspecting any abuse.

(3) For the safety and welfare of elders, dependent adults, and minor children

Contractor shall, to the maximum extent permitted by law, ascertain arrest and conviction records for all current and prospective employees and shall not employ or continue to employ any person convicted of any crime involving any harm to elders, dependent adults, or minor children.

(4) Contractor shall not employ or continue to employ, or shall take other appropriate action to fully protect all persons receiving services under this Agreement concerning, any person whom Contractor knows, or reasonably suspects, has committed any acts which are inimical to the health, morals, welfare, or safety of elders, dependent adults, or minor children or which otherwise make it inappropriate for such person to be employed by Contractor. In the event that Contractor becomes aware that a criminal complaint has been filed against any employee or prospective employee, Contractor shall make a determination whether the acts as alleged in the complaint would be inimical to the interests of elders, dependent adults, and minor children or would otherwise make it inappropriate for such person to be employed by Contractor. If Contractor determines that such alleged acts would be inimical to the interests of elders, dependent adults, and minor children or would otherwise make it inappropriate for such person to be employed by Contractor, then Contractor shall not employ or continue to employ such person or shall take other appropriate action to fully protect all persons receiving services under this Agreement.

19. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in accordance with requirements of Federal and State law. For the purpose of this Paragraph 19, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of a facility; providing any service or benefit to any person which is different, or is provided in a different manner or at a different time, from that provided to others; subjecting any person to segregation or separate treatment in any matter related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended

beneficiaries of this Agreement are provided services without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap.

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

C. Contractor shall have admission policies which are in accordance with CCR Title 9, Sections 526 and 527, and which shall be in writing and available to the public. Contractor shall not employ discriminatory practices in the admission of any person and assignment of accommodations. At the time any person applies for services under this Agreement, such person shall be advised by Contractor of the complaint procedures described in Subparagraph B. A copy of such complaint procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

20. NONDISCRIMINATION IN EMPLOYMENT:

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

B. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ancestry, sex, age, or physical or mental handicap, in compliance with all applicable Federal and State laws and regulations. Such action shall include, but is not limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or

other forms of compensation, and selection for training, including apprenticeship.

C. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Paragraph 20.

D. Contractor shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, or physical or mental handicap.

E. Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this Paragraph 20 when so requested by Director.

F. Contractor shall comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973 (29 United States Code Section 794). Policy and procedure guidelines for such compliance are available to Contractor from the DMH's Personnel Division.

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

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

21. FAIR LABOR STANDARDS: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but

not limited to, the Federal Fair Labor Standards Act, for services performed by Contractor's employees for which County may be found jointly or solely liable.

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

23. **GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE:** Without limiting Contractor's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 23 and 24 of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Agreement.

23.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

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

County of Los Angeles

Department of Mental Health

550 South Vermont Avenue, 5th floor

Los Angeles, CA 90020

Attention: Contracts Development and Administration Division

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which

arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

23.2 Additional Insured Status and Scope of Coverage

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

23.3 Cancellation of Insurance

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

23.4 Failure to Maintain Insurance

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

23.5 **Insurer Financial Ratings**

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

23.6 **Contractor's Insurance Shall Be Primary**

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

23.7 **Waivers of Subrogation**

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

23.8 **Sub-Contractor Insurance Coverage Requirements**

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

23.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to

provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses.

Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

23.10 Claims Made Coverage

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

23.11 Application of Excess Liability Coverage

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

23.12 Separation of Insureds

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

23.13 Alternative Risk Financing Programs

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

23.14 County Review and Approval of Insurance Requirements

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

exposures.

24. INSURANCE COVERAGE:

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

General Aggregate: \$2 million

Products/Completed Operations Aggregate: \$1 million

Personal and Advertising Injury: \$1 million

Each Occurrence: \$1 million

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

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

24.4 Unique Insurance Coverage

- **Sexual Misconduct Liability**

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

- **Professional Liability/Errors and Omissions**

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

25. WARRANTY AGAINST CONTINGENT FEES:

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

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

26. CONFLICT OF INTEREST:

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

benefit from the provision of services hereunder shall in any way participate in County's approval, or ongoing evaluation, of such services, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such services.

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

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

28. INDEPENDENT STATUS OF CONTRACTOR:

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

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

C. Contractor understands and agrees that all persons performing services pursuant to this

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

D. Contractor shall provide to County an executed Contractor Employee Acknowledgement and Confidentiality Agreement (Exhibit D) attached hereto and incorporated herein by reference for each of its employees performing services under this Agreement. Such Acknowledgements shall be delivered to DMH's Contracts Development and Administration Division on or immediately after the commencement date of this Agreement, but in no event later than date any such employee first performs services under this Agreement.

29. DELEGATION AND ASSIGNMENT BY CONTRACTOR:

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

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

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without

consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of this Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

30. SUBCONTRACTING:

A. No performance of this Agreement, or any portion thereof, shall be subcontracted by Contractor without the prior written consent of County as provided in this Paragraph 30. Any attempt by Contractor to subcontract any performance, obligation, or responsibility under this Agreement, without the prior written consent of County, shall be null and void and shall constitute a material breach of this Agreement. Notwithstanding any other provision of this Agreement, in the event of any such breach by Contractor, this Agreement may be terminated forthwith by County. Notwithstanding any other provision of this Agreement, the parties do not in any way intend that any person or entity shall acquire any rights as a third party beneficiary of this Agreement.

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

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

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

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

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

E. Notwithstanding any County consent to any subcontracting, Contractor shall remain responsible for any and all performance required of it under this Agreement, including, but not limited to, the obligation to properly supervise, coordinate, and perform, all work required hereunder, and no subcontract shall bind or purport to bind County. Further, County approval of any subcontract shall not be construed to limit in any way Contractor's performance, obligations, or responsibilities, to County, nor shall such approval limit in any way any of County's rights or remedies contained in this Agreement. Additionally, County approval of any subcontract shall not be construed in any way to constitute the determination of the allowability or appropriateness of any cost or payment under this Agreement.

F. In the event that County consents to any subcontracting, such consent shall be subject to County's right to give prior and continuing approval of any and all subcontractor personnel providing services under such subcontract. Contractor shall assure that any subcontractor personnel not approved by County shall be immediately removed from the provision of any services under the particular subcontract or that other action is taken as requested by County. County shall not be liable or responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs or expenses arising from or related to County's exercise of such right.

G. In the event that County consents to any subcontracting, such consent shall be subject to County's right to terminate, in whole or in part, any subcontract at any time upon written notice to Contractor when such action is deemed by County to be in its best interest. County shall not be liable or

responsible in any way to Contractor, to any subcontractor, or to any officers, employees, or agents of Contractor or any subcontractor, for any liability, damages, costs, or expenses arising from or related to County's exercise of such right.

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

I. In the event that County consents to any subcontracting, such consent shall apply to each particular subcontract only and shall not be, or be construed to be, a waiver of this Paragraph 30 or a blanket consent to any further subcontracting.

J. Contractor shall be solely liable and responsible for any and all payments and other compensation to all subcontractors and their officers, employees, and agents. County shall have no liability or responsibility whatsoever for any payment or other compensation for any subcontractors or their officers, employees, and agents.

K. Contractor shall deliver to the Chief of DMH's Contracts Development and Administration Division a fully executed copy of each subcontract entered into by Contractor pursuant to this Paragraph 30, on or immediately after the effective date of the subcontract but in no event later than the date any services are performed under the subcontract.

L. In the event that County consents to any subcontracting, Contractor shall obtain an executed Contractor Non-Employee Acknowledgement and Confidentiality Agreement (Exhibit E) attached hereto and incorporated herein by reference for each of the subcontractor's employees performing services under the subcontract. Such Acknowledgments shall be delivered to the Chief of DMH's Contracts Development and Administration Division on or immediately after the effective date of the particular subcontract but in no event later than the date any such employee first performs services under the subcontract.

M. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph 30, including, but not limited to, consenting to any subcontracting.

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

32. COMPLIANCE WITH APPLICABLE LAW:

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

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

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

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

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

34. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits,

registrations, accreditations, and certificates required by all Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives, which are applicable to Contractor's facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of each such license, permit, registration, accreditation, and certificate required by all applicable Federal, State, and local laws, ordinances, rules, regulations, guidelines and directives shall be provided, in duplicate, to DMH's Contracts Development and Administration Division.

35. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE:

A. Form of Business Organization: Contractor shall prepare and submit to DMH's Contracts Development and Administration Division, an affidavit sworn to and executed by an authorized officer of Contractor, containing the following:

(1) A statement indicating the form of Contractor's business organization (i.e., proprietorship, partnership, corporation, joint venture, or a combination thereof) and whether Contractor is for profit or non-profit.

(2) A detailed statement indicating whether Contractor is totally or substantially owned by any other business organization(s), and if so, the name and address of each such business organization.

(3) A detailed statement indicating whether Contractor totally or partially owns any other business organization(s) that will be providing services, supplies, materials or equipment to Contractor or in any manner does business with Contractor under this Agreement, and if so, the name and address of each such business organization and the specific nature of its business with Contractor.

If, during the term of this Agreement, the form of Contractor's business organization changes, or the majority ownership of Contractor changes, or Contractor's ownership of other businesses dealing with Contractor under this Agreement changes, Contractor shall notify DMH's Contracts Development and Administration Division in writing detailing such changes thirty days prior to any such changes.

B. Real Property Disclosure: If Contractor is purchasing, renting, leasing or subleasing, or is

planning to purchase, rent, lease, or sublease, any real property where any clients are to receive services hereunder, Contractor shall prepare and submit to DMH's Contracts Development and Administration Division, an affidavit, sworn to and executed by an authorized officer of Contractor, containing the following:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, to include: the term (duration) of such rental agreement, lease, or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by names and addresses of all officers, directors, and stockholders thereof; and if the lessor or sublessor is a partnership, a listing by names and addresses of all general and limited partners thereof.

(4) A listing by names and addresses of all Contractor's officers, directors, members of its advisory boards, members of its staff, and consultants, who have any family relationship by marriage or blood with a lessor or sublessor referred to in Subparagraph 3, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the names and addresses of all of Contractor's officers, members of its advisory boards, members of its staff, and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the name(s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed. Related party transactions will be allowed only if reasonable. True and correct copies of all written rental agreements, leases, and subleases with respect

to any such real property shall be appended to such affidavit and made a part thereof.

(5) In the event that the information described in Subparagraphs 1 through 4 is already in Contractor's rental agreement(s), lease(s), and/or sublease(s) and is clearly highlighted by Contractor, Contractor may submit such document(s) in lieu of the above affidavit.

36. TERMINATION FOR INSOLVENCY:

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

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

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

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

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

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

37. TERMINATION FOR DEFAULT:

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

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

(2) If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Agreement, or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in either of these two circumstances, does not cure such failure within a period of five days (or such longer period as County

may authorize in writing) after receipt of notice from County specifying such failure.

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

C. The rights and remedies of County provided in this Paragraph 37 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

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

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

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

39. TERMINATION FOR CONVENIENCE: The performance of services under this Agreement may be terminated in whole or in part from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Consultant of a thirty (30) day advance Notice of Termination specifying the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Consultant shall stop services under this Agreement on this date specified in such Notice of Termination.

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

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

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

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

43. ENTIRE AGREEMENT: The body of this Agreement, and Exhibits A through H, all of which are attached hereto and incorporated herein by reference, shall constitute the complete and exclusive statement of understanding between the parties which supersedes all previous agreements, written or oral, and all other communications between the parties relating to the subject matter of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, or schedule, or the contents or description of any service or other work, or otherwise, between the body of this Agreement and the other referenced documents, such conflict or inconsistency shall be resolved by giving precedence first to the body of this Agreement and then to such other documents according to the following priority:

1. Exhibit A (Statement of Work)
2. Exhibit B (Payment Schedule)

3. Exhibit C (Contractor Acknowledgement and Confidentiality Agreement)
4. Exhibit D (Contractor Employee Acknowledgement and Confidentiality Agreement)
5. Exhibit E (Contractor Non-Employee Acknowledgement and Confidentiality Agreement)
6. Exhibit F (Fact Sheet on "Safely Surrendered Baby Law")
7. Exhibit G (Attestation Regarding Federally Funded Program)
8. Exhibit H (Charitable Contributions Certification)
44. WAIVER: No waiver by County of any breach of any provision of this Agreement shall constitute a waiver of any other breach of such provision. Failure of County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
45. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that it fully complies with all Federal statutes and regulations regarding employment of aliens and others and that all its employees performing services hereunder meet the citizenship or alien status requirements set forth in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers and employees from and against any employer sanctions and any other liability which may be assessed against Contractor or County in connection with any alleged violation of any Federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.
46. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of apprising clients and the general public of the nature of its services, Contractor shall clearly indicate that the services which it provides under this Agreement are funded under the Short-Doyle Plan of the County of Los Angeles.

47. CONTRACTOR'S OFFICES: Contractor shall notify in writing DMH's Contracts Development and Administration Division, and any other County office(s) as identified in Paragraph 70 (NOTICES), of any change in its business address, as shown on page I of this Agreement, at least thirty days prior to the effective date thereof.

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

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

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

51. MAINTENANCE STANDARDS FOR SERVICE DELIVERY SITES: Contractor shall assure that all locations where services are provided under this Agreement are operated at all times in accordance with all County community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facility(ies) shall include a review of compliance with this Paragraph 51.

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52. CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT:

Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. If Contractor decides to pursue consideration of GAIN/GROW participants for hiring, Contractor shall provide information regarding job openings and job requirements to Department of Public Social Services' GAIN/GROW staff at GAINGROW@dpss.lacounty.gov. County will refer GAIN/GROW participants, by job category, to Contractor.

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

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

54. CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor's Warranty of Adherence to County's Child Support Compliance Program:

Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200)

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

B. Termination of Breach of Warranty to Maintain Compliance with County's Child Support Compliance Program: Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph A (Contractors' Warranty of Adherence to County's Child Support Compliance Program) shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default with 90 calendar days of written notice shall be grounds upon which County may terminate this Agreement pursuant to Paragraph 37 (TERMINATION FOR DEFAULT) and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

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

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

57. USE OF RECYCLED-CONTENT PAPER PRODUCTS: Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use

recycled-content paper to the maximum extent possible on the Project.

58. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

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

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

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

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

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

and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

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

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

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

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

the Contractor Hearing Board.

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

59. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

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

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

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

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

knew of the conduct leading to the exclusion can themselves be excluded, and entities which are owned and controlled by excluded individuals can also be excluded.

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

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

60. CONTRACTOR'S OBLIGATION AS A BUSINESS ASSOCIATE UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: Under this Agreement, contractor ("Business Associate") provides services ("Services") to county ("Covered Entity") and Business Associate receives, has access to, or creates protected health information in order to provide those services covered entity is subject to the administrative simplification requirements of the Health Insurance Portability And Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including the standards for privacy of individually identifiable health information ("The Privacy Regulations") and the health insurance reform: security standards ("The Security Regulations") at 45 code of federal regulations parts 160 and 164 ("together, the "Privacy And Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

DEFINITIONS

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

1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103.

Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

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

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

1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present, or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.

1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by

a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

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

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

1.10 Terms used, but not otherwise defined in this Paragraph 60 shall have the same meaning as those terms in the HIPAA Regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

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

(a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;

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

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

(i) Use Protected Health Information; and

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

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.

(b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Department of Mental Health's Privacy Officer, telephone number 1(213) 738-4864 within forty-eight (48) hours from the time the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief Privacy Officer

Kenneth Hahn Hall of Administration

500 West Temple ST.

Suite 525

Los Angeles, CA 90012

2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph 60.

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

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

2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.

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

2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.538, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance

date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

OBLIGATION OF COVERED ENTITY

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

TERM AND TERMINATION

4.1 Term. The term of this Paragraph 60 shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or

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

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Paragraph 60 shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Paragraph 60.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Paragraph 60 is contrary to another provision of this Agreement, the provision of this Paragraph 60 shall control.

Otherwise, this Paragraph 60 shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Paragraph 60 to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Paragraph 60 shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph 60 from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

61. COMPLIANCE WITH JURY SERVICE PROGRAM:

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

B. Written Employee Jury Service Policy:

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

(2) For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has an Agreement with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County Agreements or subcontracts. "Employee" means any California resident who is a full-time employee of Contractor. "Full-time" means 40 hours or more worked per week or a lesser number of hours if: 1) the

lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Agreement, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Agreement and a copy of the Jury Service Program shall be attached to the Agreement.

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

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

62. NOTICES TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit G of this Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

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

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

65. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Exhibit H, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California

law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both (County Code Chapter 2.202).

66. LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS:

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

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

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

68. LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM: This contract is subject to all provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as

codified in Chapter 2.204 of the Los Angeles County Code. Specifically, Contractor shall pay particular attention to the following provisions in Chapter 2.204:

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

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

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

1. Pay to the County any difference between the Contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

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

69. FORCE MAJEURE

A. Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such

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

For the County, please use the following contact information:

County of Los Angeles - Department of Mental Health

Contracts Development and Administration Division

550 S. Vermont Avenue, 5th Floor

Los Angeles, CA 90020

Attention: Chief of Contracts

For the Contractor, please use the following contact information:

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

COUNTY OF LOS ANGELES

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

CONTRACTOR

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

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

DEPARTMENT OF MENTAL HEALTH

By _____
Chief, Contracts Development and
Administration Division

cg: Service Agreement updated 5109

**SERVICE AGREEMENT
FOR SUPPORTIVE SERVICES**

STATEMENT OF WORK

This Agreement is with _____ (Contractor) to provide (# of units) and (target population) with (on-site/scattered-site) supportive services at the (name & address) supportive housing project funded through the Mental Health Services Act (MHSA) Housing Trust Fund.

OVERVIEW

The purpose of the MHSA Housing Trust Fund is to support the development of new permanent supportive housing in Los Angeles County for people of all ages with psychiatric disabilities, including those with substance abuse and other co-occurring disorders, and is intended to be used for mental health and other service providers to provide supportive services necessary for developers to leverage capital funds for the development of special needs housing that has been placed into service on or after February 1, 2006.

Pursuant to Paragraph 30 of Agreement, Contractor shall remain responsible for any and all performance required under this Statement of Work (SOW), even if Contractor subcontracts with others to provide services. Subcontracts shall be in compliance with the provisions of Paragraph 30 of Agreement.

As a component of the MHSA Community Services and Supports Plan, the Housing Trust Fund is subject to State and County rules and regulations, and Federal guidelines and standards. In providing supportive services, Contractor shall comply with all applicable Federal, State and County policies, statutes and regulations.

TARGET POPULATION

Contractor shall provide supportive services for those individuals and their families, where applicable, that meet target population requirements for the MHSA Housing Trust Fund. In general, the target population is defined as low-income children, transition age youth (TAY), adults, and older adults with serious mental illness and/or severe emotional disturbance who, at the time of assessment for housing services, meet the criteria for MHSA CSS Plan services in Los Angeles County *and* are homeless or at risk of homelessness as defined by the CSS Plan and State guidelines governing MHSA housing efforts.

Where appropriate, the target populations include the families of those individuals who meet the criteria outlined above.

Where appropriate, the target populations include individuals who meet the criteria outlined above and their families.

Consistent with the State guidelines for the CSS Plan, the target population specifically includes individuals and families who are unserved and underserved, including, but not limited to, people with substance abuse and other co-occurring disorders.

The term "low-income" is defined as households with incomes at or below 200% of the Federal Poverty Guideline Levels of Area Median Income.

The term "homeless" includes:

- An individual or household living on the streets, or lacking a fixed, regular, and adequate nighttime residence;
- An individual or household who has a primary nighttime residence that is:

A supervised publicly or privately-operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or

An institution that provides a temporary residence for individuals intended to be institutionalized; or

A public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings (e.g., cars, parks, sidewalks, abandoned buildings, or "on the street");

- An individual of any age who has no identified permanent housing to go to after discharge from an institutional setting, including local city or county jails; group homes or other foster care settings; juvenile hall or probation camps; hospitals, including acute psychiatric hospitals; psychiatric health facilities; skilled nursing facilities with or without a certified special treatment program for the mentally disordered; mental health rehabilitation centers; and crisis and transitional residential settings.

The term "at risk of homelessness" includes:

- An individual of any age discharged from an institutional setting, including local city or county jails; group homes or other foster care settings; juvenile hall or probation camps; hospitals including acute psychiatric hospitals; psychiatric health facilities; skilled nursing facilities with or without a certified special treatment program for the mentally disordered; mental health rehabilitation centers; and crisis and transitional residential settings;

- An individual temporarily placed in a residential care facility upon discharge from one of the institutional settings identified above;
- An individual or household who faces immediate eviction and is unable to identify a subsequent residence;
- An individual or household who resides in an overcrowded setting (more than two persons per living/sleeping area) in which the individual or household does not hold a lease;
- An individual or household who resides in substandard housing subject to a current official notice to vacate;
- An individual or household who pays more than 50 percent of net income in housing costs;
- An individual or household who shares the housing of another due to loss of housing, economic hardship or similar reason ("doubling up" or "couch surfing") or who lives in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
- An individual or household who fled a domestic violence housing situation and has no identified subsequent residence, and who lacks the resources and support networks needed to obtain housing;
- An individual of any age who was assessed and receives services through the County of Los Angeles Department of Mental Health (DMH), and is certified by the County Mental Health Director or his designee to be at imminent risk of homelessness.

ADMINISTRATIVE REQUIREMENTS

Project Manager

Contractor shall provide a Project Manager and/or a County-approved alternate that shall act as a central point of contact with the County. The Project Manager or County-approved alternate shall have full authority to act for Contractor on all matters relating to the Agreement and the daily operation of the supportive services program. For routine business matters, County shall have access to the Project Manager and/or County-approved alternate during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

For emergencies, County shall have access to the Project Manager and/or County-approved alternate twenty-four (24) hours per day, 365 days per year. Contractor shall notify DMH of the name and phone number where the Project Manager and/or designated alternate can be reached.

Days/Hours of Operation

Contractor shall ensure that supportive services are available a minimum of eight (8) hours per day, Monday through Friday between the hours of 8:00 a.m. to 5:00 p.m. and

shall offer extended hours and weekend coverage, as needed, for tenants that are engaged in employment or education activities, events and/or other activities. Contractor shall have staff available twenty-four (24) hours per day, seven (7) days per week in case of emergencies and/or crisis situations. Contractor shall notify tenants of the name and phone number of the contact person for after-hours services or emergencies and/or crisis situations and post this information at each residential location in an area that is readily accessible to its tenants.

Office

Contractor shall maintain a program office at the housing development site or at an alternate designated program site approved by DMH and accessible to clients. The office shall be staffed during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, by at least one employee who can respond to inquires and complaints which may be received about the Contractor's performance of the Agreement or program of supportive services. When the office is closed, an answering service shall be provided to receive calls.

SUPPORTIVE SERVICES REQUIREMENTS

Staffing

Contractor shall ensure that the following staff, volunteer, and intern requirements are met:

- **Criminal Clearances and Background Investigations:** Contractor shall ensure that criminal clearances and background investigations have been conducted for all Contractor's staff, volunteers and interns, as well as for any and all Subcontractor staff, volunteers and interns prior to beginning and continuing work under this Agreement. The cost of such criminal clearances and background investigations is the responsibility of the Contractor whether or not the Contractor's or Subcontractor's staff, volunteers and interns pass or fail the criminal clearance and/or background investigations.
- **Language Ability:** Contractor's shall ensure that all staff, volunteers and interns as well as all of Subcontractor's staff, volunteers and interns who perform services under the Agreement read, write, speak, and understand English in order to conduct business with the County. In addition to having competency in English, the Contractor shall ensure there is a sufficient number of bilingual staff to meet the language needs of the community served.
- **Service Delivery:** Contractor shall ensure that all direct service staff, volunteers and interns providing supportive services are able to provide services in a manner that effectively responds to differences in cultural beliefs, behaviors, learning, and communication styles within the community where Contractor proposes to provide services.
- **Driver's License and Automobile Insurance:** Contractor shall maintain current copies of driver's licenses, including current copies of proof of auto insurance that

meets the minimal automobile liability prescribed by law for any and all staff, volunteers and interns providing transportation to residents.

- **Driving Record:** Contractor shall ensure any staff that provides transportation services has a safe driving record. They shall maintain copies of driver's Department of Motor Vehicles (DMV) printouts for any and all staff, volunteers and interns drivers providing driving services under the Agreement. Reports shall be available to DMH upon request. DMH reserves the option of conducting its own DMV check on Contractor's and/or subcontractors' drivers annually.
- **Experience:** Contractor shall be responsible for securing and maintaining staff, volunteers and interns who possess sufficient experience and expertise necessary to provide the services required in this SOW. Contractor shall obtain written verification for any staff with foreign degrees stating that the degrees are recognized as meeting established standards and requirements of an accrediting agency authorized by the U.S. Secretary of Education.
- **Staff Training:** Contractor shall train all direct service staff, volunteers and interns providing supportive services within thirty (30) business days from their start date. Contractor shall provide continuing in-service training for all staff, volunteers and interns.
- **Documentation:** Contractor shall maintain the following documentation in the personnel files of all direct service staff, volunteers and interns: (1) all training hours and topics; (2) copies of resumes, degrees, and professional licenses (3) current criminal clearances and background investigations; (4) DMV printouts; and (5) copy of proof of current auto insurance coverage.
- **Rosters:** Contractor shall provide to DMH, at the beginning of each Agreement term and within 30 days of any staff change(s), a roster of all staff, volunteers and interns that includes: (1) name and positions; (2) work schedule; (3) fax and telephone numbers; and (4) location of service.
- **Changes:** Contractor shall advise DMH, in writing, of any change(s) in Contractor's key personnel at least twenty-four (24) hours before proposed change(s), including name and qualifications of new personnel. Contractor shall ensure that no interruption of services occurs as a result of the change in personnel.

Contractor shall employ a sufficient number of service coordinators to maintain a tenant to staff ratio consistent with the service needs of the tenants to be served. The suggested ratio is a maximum of 30 tenants to 1 service coordinator with the exception of those projects that are intended to target a specific high-need population such as transition age youth (TAY), older adults, chronically homeless individuals, or those with co-occurring mental illness and substance abuse disorders. The suggested ratio for these projects is a maximum of 15 tenants to one service coordinator. Any exceptions to these suggested ratios shall require prior written approval by DMH.

Contractor shall put forth all efforts to hire individuals in recovery, including those that have been homeless or have histories of mental illness and co-occurring substance abuse disorders, according to their abilities and job qualifications. If unable to do so, Contractor must communicate this and the reasons to DMH.

Services

In general, services shall be voluntary and shall be delivered both on-site and in the community. Supportive services are essential for achieving and maintaining independent living and community reintegration and are provided to clients at their residence. Services include case management and service coordination with the primary mental health provider and linkage to other community-based services such as health care, child care, alcohol and other substance abuse treatment, education and/or employment services, and self-help groups. Service plans shall reflect self-directed care, including tenant participation in developing goals that ensure that they receive services specific to their needs.

Contractor shall provide culturally and linguistically appropriate services to tenants and have the ability to serve monolingual clients.

Though Contractor may include other supportive services staff based on the unique needs of the population to be housed, for the most part, supportive services shall be provided by a Service Coordinator who shall do the following:

- Develop and maintain a log identifying for each tenant, the referring mental health service provider and the assigned clinician/case manager with contact information;
- With the consent of the tenant, obtain from the mental health service provider copies of the tenant's mental health service provider coordinated care plan at the time of admission and maintain current copies as they are updated;
- Be knowledgeable of community services and supports including, but not limited to health care, child care, alcohol and other substance abuse treatment, education and employment services, and self-help groups;
- In collaboration with each tenant, conduct needs assessments, develop service plans and establish appropriate linkage to community-based services such as health care, child care, alcohol and other substance abuse treatment, education and/or employment services, self-help groups and other services essential for achieving and maintaining independent living, if not otherwise provided through the primary service provider;
- Conduct a minimum of one face-to-face contact with each tenant on a bi-weekly basis;

- Conduct ongoing assessments/evaluations to monitor progress and provide appropriate interventions as needed, including coordination with the primary service provider;
- Update the tenant's service plan every six months;
- Act as a liaison among the Project Manager, the property management company, the tenant and the primary mental health provider to facilitate the communication of concerns that could jeopardize the tenant's residency;
- Coordinate on- or off-site self-help groups and tenant councils that plan activities for tenants, which include, but are not limited to, recreational and social events, holiday picnics/barbecues and birthday celebrations;
- Provide life skills training which includes, but is not limited to, health education, money management, housekeeping, menu planning, meal preparation, and being a good neighbor;
- Conduct quarterly meetings with a designated representative of the primary service provider for each tenant to discuss tenant's progress;
- Comply with the necessary documentation and reporting requirements of the State Department of Mental Health (SDMH) and DMH;
- Compile and submit monthly progress reports to DMH that track tenants' residency status and the supportive services which have been provided to them.

Subcontractors

Contractor shall comply with the Subcontracting provisions under Paragraph 30 of the Agreement which includes obtaining prior written approval from DMH in order to enter into a particular subcontract and all requests shall be in writing. All Subcontracts shall be submitted for County review and the official record.

OPERATING PROCEDURES

Tenant Certification Process

If the project has been fully leased at the time of the signing of the Agreement, the Contractor shall submit to DMH's Housing Policy & Development (HP&D) Unit within thirty (30) days of the signing of the Agreement a list of current tenants whom it believes meet the target population criteria, up to the maximum number of tenants designated to be served through this Agreement; DMH staff will review the list to certify that they are DMH consumers and meet the MHSA Housing Trust Fund criteria. If an individual on the list is not found to be eligible for these services or if they do not meet the MHSA Housing Trust Fund Criteria, the project sponsor will be asked to submit another name to be considered for services of their current residents or when a unit becomes eligible they will follow the process below.

When apartments become vacant, the project sponsor shall adhere to the following process to fill the unit.

Application Process

Prospective tenants should complete the MHSA Tenant Certification Application (see attached Exhibit A-1) to initiate a referral. The MHSA Tenant Certification Application is designed for Sections 1-5 to be completed by the referring party (i.e., shelter, jail/juvenile hall, Institutions for Mental Disease (IMDs), community mental health providers, or the project sponsor/developer). The prospective tenant should complete Section 6 indicating their housing preferences and choices as well as listing those who may be living with them in the housing. If referred by a mental health provider, DMH staff at directly operated clinics and/or the network of providers will be available to assist individuals in completing the certification application. After completion of the certification application, the form will be forwarded to the Housing Policy & Development (HP&D) Unit for processing. To ensure confidentiality and protection of health information, prospective tenants will also be asked to submit a completed Authorization for Disclosure of Protected Health Information form, authorizing DMH to provide the certification information to the Contractor as units become available.

Application Review & Certification Process

HP&D Unit staff will review the application to confirm the following: that the prospective tenant is a DMH client; that they meet the eligibility criteria for MHSA services in Los Angeles County; and that they meet the definition of "homeless" or "at risk of homelessness" as defined by the MHSA Housing Trust Fund guidelines.

If the certification is denied because the prospective tenant did not meet the MHSA Housing Trust Fund criteria, the referring party and the prospective tenant will be notified and informed of the reason for the denial. The referring party and/or prospective tenant may resubmit the application for reconsideration if the conditions that resulted in the original denial change. If a prospective tenant does not initially meet MHSA Housing program criteria, they will not lose their place on the Project Sponsor/Developer's waiting list while they attempt to alter the conditions that led to their denial. If the prospective tenant is able to successfully alter the conditions that led to their denial, upon approval by DMH, they will proceed with the Project Sponsor/Developer's own application process. If these conditions cannot be altered sufficiently, the Project Sponsor/Developer may then choose to allow the prospective tenant to apply for any available non-MHSA funded units in the development.

Referral List Process

Once the prospective tenant is certified to have met the threshold eligibility criteria for the MHSA Housing Program, the individual will be placed on a master Referral List maintained by the HP&D Unit. HP&D Unit staff will refer certified individuals to MHSA-funded units based on the housing preferences identified on the Certification Application. The certified individuals are then subjected to the screening process established by each Contractor. As MHSA Housing Trust Fund units become available, the prospective tenants will be notified through the following process:

1. The Contractor will notify prospective tenants who have been certified by the HP&D Unit and their mental health service provider or Single Fixed Point of Responsibility (SFPR) of the availability of a unit. The notice will describe the type of unit available and will alert the prospective tenant that they must respond to the Contractor within two weeks to indicate whether they wish to be considered for the available unit or would prefer to wait until another housing unit becomes available.
2. If the Contractor is unable to make contact with the prospective tenant directly or through their mental health service provider or SFPR within two weeks, they will be removed from the project's waiting list. The Contractor will notify the prospective tenant, their mental health service provider/SFPR and the HP&D Unit of the removal from the project's waiting list.
3. If a prospective tenant indicates interest in the available unit, the Contractor will initiate their established screening process. The mental health service provider/SFPR will make arrangements to accompany the individual to the interview and provide support with the process, unless the individual specifically declines assistance.
4. Prospective tenants may also seek tenancy in developments funded by the MHSA Housing Trust Fund by directly approaching the Contractor to inquire about qualifying for one of the units. In this case, the Contractor and the prospective tenant will jointly complete the Certification Application and submit to the HP&D Unit. After the certification process has been completed, the individual will be placed on the master Referral List and will be referred back to the housing provider for any additional screening.
5. The HP&D Unit will maintain the master Referral List, keeping it current by contacting prospective tenants every 90 days to query their continued interest in an MHSA-funded unit. If the prospective tenant is unable to be contacted, they will be removed from the list but may reinstate their active certification status at any time by contacting the HP&D Unit and providing updated eligibility information.

Fair Housing/Reasonable Accommodation

Contractor's admission, eviction, and eviction appeals policies shall be consistent with requirements established by fair housing laws and other funding sources, and shall be sensitive to the needs of the target populations, including the needs of particularly hard-to-serve individuals, e.g., individuals with a history of substance abuse as a co-occurring disorder, individuals with bad credit and housing histories, and individuals with criminal records.

If a prospective tenant or tenant is denied tenancy due to substance abuse as a co-occurring disorder, bad credit and housing histories, and/or having a criminal record, the Contractor shall advise the prospective tenant of their option to request reasonable accommodation and inform their mental health service provider if permissible.

Rent

Contractor shall ensure housing rent for individual units shall be equal to or less than 30% of an eligible household's net income. Each tenant must have an individual lease with the property management company.

Housing Maintenance

Contractor shall have plans and policies to help tenants maintain their housing, in times of crises, e.g., transition reserves to be used when tenants are absent for some brief period of time because of hospitalizations or entry into rehabilitation programs.

Contractor shall have plans to help tenants obtain the appropriate support and services they need to maintain their permanent housing, in time of crises e.g., plans to support people with a history of hoarding get the help they need if they experience a relapse or policies on contacting primary mental health services provider and/or obtaining immediate emergency assistance in time of crises.

Tenant Advisory Board

Contractor shall establish a tenant advisory board or other structures to solicit tenant input regarding house policies and rules and shall be able to show proof thereof.

DATA COLLECTION, ANALYSIS AND EVALUATION/OUTCOME REPORTING**Data Collection**

Contractor shall have the ability to collect, manage and submit data as directed by DMH to demonstrate resident outcomes inclusive of the MHSa guidelines set forth by DMH and the State. Contractor shall work with DMH to develop and implement resident profiling and tracking systems that include resident characteristics and demographics, collection and reporting of data on the outcomes and objectives, method of monitoring the quality of services provided, and survey instruments. Contractor shall perform data entry to support these activities. For status and outcomes information, an Internet connection and broadband are required.

Quality Assurance Plan

Contractor shall establish and utilize a comprehensive Quality Assurance Plan (QAP) to ensure that the required services listed in this SOW are provided at a consistently high level of service throughout the term of the Agreement. The QAP shall be submitted to the Agreement Program Manager for review and approval. The QAP shall be effective on the Agreement start date and shall be updated and resubmitted for approval as required by the Agreement Program Manager.

The QAP shall include an identified monitoring system covering all the services listed in this SOW. The system shall:

- Specify the services/activities to be monitored, frequency of monitoring, samples of forms to be used in monitoring, title/level and qualifications of personnel performing monitoring functions.

- Ensure the services, deliverables, and requirements defined in the Agreement are being provided at or above the level of quality agreed upon by the County and the Contractor.
- Assure that any professional staff rendering services under the Agreement has the necessary prerequisites.
- Identify and prevent deficiencies in the quality of service before the level of performance becomes unacceptable.
- Take any corrective action, if needed, including a commitment to provide to the County upon request a record of all investigations, the date on which a problem is first identified, a clear description of the problem, the corrective action taken, and the time elapsed between initial identification and completed corrective action.
- Ensure the continuation of services to the County in the event of a strike or other labor action of the Contractor's employees.

The Plan shall also include the establishment of a Quality Assurance Committee that addresses policies and procedures for handling tenant grievance and appeals, incident reports and all management information data. Minutes of the committee's activities shall be maintained and made available to DMH upon request.

Residency Status

For each tenant, Contractor shall provide basic demographic information, services detail, and ongoing assessment and outcomes data.

Throughout the duration of the contracted services, the Contractor shall obtain, certify, submit, and review comprehensive information on tenant status and the outcomes of the service in accordance with MHSA requirements. Contractor shall comply with all deadlines to be specified by DMH, for time-specific submittal and delivery of information. Required information will include comprehensive information about the status of the tenant at the time the tenant is admitted to the program, i.e., whether they are housed, quarterly assessment updates, and reports of key event indicators during the period of service.

Records of Services

Contractor shall keep a detailed record of all services provided. Additionally, Contractor shall keep a record of the dates, agendas, sign-in sheets, and minutes for all Contractor and Subcontractor meetings.

Privacy & Electronic Security

Contractor shall comply with federal and state laws as they apply to protected health information (PHI), individually identifiable health information (IIHI), and electronic information security.

Any Contractor that is deemed a "Covered Entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) shall comply with the HIPAA privacy and security regulations independently of any activities or support of DMH or the County .

Any Contractor who is deemed a "Business Associate" of County under HIPAA shall enter into a Business Associate Agreement with the County to ensure compliance with the privacy and electronic security standards.

Performance-Based Criteria/Performance Requirements

The following seven (7) Performance-Based Criteria shall measure the Contractor's performance related to program and operational measures and are indicative of quality mental health services. These criteria are consistent with the MHSA and the CSS Plan. These measures assess the Contractor's ability to provide the mandated services as well as the operation's ability to monitor the quality of services.

PERFORMANCE BASED CRITERIA	METHOD OF DATA COLLECTION	PERFORMANCE TARGETS
Tenant Council	Records of Tenant Council meetings	Establish and maintain a Tenant Council that meets on a regular basis, at a minimum of once per month.
Agency has sufficient supportive services staff to meet the needs of residents in high or standard service needs projects.	Proposal package and staff rosters/records	30:1 tenant to supportive staff ratio (excludes administrative staff) for standard service needs project; 15:1 ratio for high service needs projects.
Agency assists tenants in maintaining housing stability.	Tenant rosters	80% of tenants housed during each funding year have remained housed for a minimum of one year
Agency maintains 90% tenancy rate throughout each funding year.	Tenant log	Subsequent to fully leasing the housing units, 90% are occupied at any given time.
Agency provides services to tenants with co-occurring substance abuse disorders.	Outcomes database on tenants that have diagnosis of co-occurring substance abuse	30% of tenants are diagnosed with or report having co-occurring substance abuse disorders
Agency refers to and/or provides tenants, parents and caregivers with self-help, peer support, and caregiver support groups.	Sample review of records; List of referrals; Support Group sign-in sheets; Tenant interviews	100% of tenants referred to self-help, peer support, and/or caregiver support groups 25% of tenants and/or caregivers are actively involved with self-help, peer support and/or caregiver support groups.
Agency provides direct assistance with linking tenants with education or vocational training and/or employment opportunities including volunteer activities outside their residence.	Admission Database and Monthly Reports	30% of tenants are involved in some type of education or vocational training program and/or employment or volunteer activities for at least 10 hours per week for a minimum of 90 days.

Contractor shall provide processes for systematically involving families, key stakeholders, and direct service staff in defining, selecting, and measuring quality indicators at the program and community levels. Should there be a change in federal, State and/or County policies/regulations, DMH, at its sole discretion, will advise Contractor of the revised Performance-Based Criteria with 30-days notice to comply.

Contractor shall demonstrate in writing how the services impact the performance targets. Contractor shall maintain, at a minimum, the following documents that indicate the performance targets:

- Required statistical reports related to the Contractor's services

- Required documents such as licenses, certification, etc. related to the services
- Training schedules and curricula

Evaluation

Contractor shall provide its tenants and the families of the tenants with a tool by which to evaluate the services rendered by the Contractor, on an annual basis. Contractor shall ensure that this tool addresses the performance of the Contractor. Contractor shall make this information available to DMH upon request.

Quality Control

The County will evaluate the Contractor's performance under the Agreement terms on not less than an annual basis, using the quality assurance procedures as defined in the section entitled County's Quality Assurance Plan.

Contractor shall attend scheduled monthly meetings with DMH's Program staff for the first three months of the Agreement and less frequently thereafter, as needed, for quality assurance purposes.

Contractor shall provide verbal notification of an Agreement discrepancy to the Agreement Program Manager as soon as possible whenever an Agreement discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The Agreement Program Manager will determine whether a formal Agreement Discrepancy Report shall be issued. If a report is issued, the Contractor is required to respond, in writing, to the Agreement Program Manager within five (5) workdays from receipt of the report, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Agreement Discrepancy Report shall be submitted to the Agreement Program Manager within ten (10) workdays of acknowledgement of the reported discrepancies.

TECHNOLOGY REQUIREMENTS

Within 30 days of commencing services under the Agreement, Contractor shall acquire a computer system with sufficient hardware and software and an agreement for its on-site maintenance for the entire term of this Agreement to comply with the terms of the Agreement.

Contractor shall acquire, manage, and maintain its own information technology and systems in order to meet the functional, workflow, and privacy/security requirements listed above.

A Contractor that elects to connect to DMH systems for Direct Data Entry (DDE) shall maintain an Internet connection and use a Web browser at the level of Internet Explorer 6.0 or better. Neither the Integrated System nor the Outcomes Measurement System has been tested using a Macintosh, and DDE using a Macintosh, while theoretically possible, is not supported by DMH. The most effective systems for this purpose will be

Microsoft Windows-based PCs equipped with Internet Explorer 6.0 or better.

A Contractor that elects to submit internally generated electronic information to DMH shall use Secure Internet File Transfer protocol to do so. DMH will provide the XML specifications for the outcomes data. Claiming, remittance advice, enrollment, eligibility, and other financial transactions shall comply with the HIPAA standard for transactions and code sets. The applicable trading partner agreements and specifications are available at the DMH web site and will be provided at the time the Agreement is executed. DMH does not maintain and will not support a private network of any kind.

Regardless of Contractor's election, Contractor shall be solely responsible for complying with all applicable state and federal regulations affecting the maintenance and transmittal of electronic information.

MHSA Housing Program - Tenant Certification Application

Section 1. Referral Source	For office use only
If applicable, please list your MHSA funding source: <input type="checkbox"/> MHSA Housing Program <input type="checkbox"/> MHSA Housing Trust Fund <input type="checkbox"/> Both	Date Received ___/___/___ Date Approved ___/___/___ Initial _____
Program Name _____	
Address _____ City _____ Zip Code _____	
Contact Name _____ Phone _____	
Email _____	

Section 2. Applicant Information			
Name _____	Phone Number/Message Number _____	Date _____	
Social Security Number _____	Date of Birth _____	Gender _____	
Mailing Address (Address Where You Receive Mail) _____	City _____	Zip Code _____	County Information System Number _____

Section 3. MHSA Focal Population Criteria (please check all that apply)	
<input type="checkbox"/> currently receiving mental health services within the DMH system Please list where you are receiving services _____ <input type="checkbox"/> substance use <input type="checkbox"/> homeless (if checked, please describe below) <input type="checkbox"/> at risk of homelessness (if checked, please describe below) <input type="checkbox"/>	<input type="checkbox"/> recent* release from jail/juvenile hall <input type="checkbox"/> recent* psychiatric hospitalization <input type="checkbox"/> recent* placement in Residential Care Facility <input type="checkbox"/> child/adolescent with severe emotional disturbance <p style="text-align: right; margin-top: 10px;">*recent: within the last year</p>

Section 4. Describe current homeless or at risk of homelessness status (please attach additional pages if necessary)

Section 5. Income Source	Benefit Establishment Status (if applicable)
___ Supplemental Security Income /SSI ___ Social Security Disability Insurance ___ General Relief/GR ___ None	Application Submitted For: SSI Date Submitted _____ ___ Pending ___ Denied ___ Appeal SSDI Date Submitted _____ ___ Pending ___ Denied ___ Appeal GR Date Submitted _____ ___ Pending ___ Denied ___ Appeal

Section 6. Housing Preference (to be completed by applicant, if possible)	
First Choice: Location (Name of Housing Project & Address) _____	Service Area: <input type="checkbox"/> SA1: Antelope Valley, <input type="checkbox"/> SA2: San Fernando/Santa Clarita Valleys, <input type="checkbox"/> SA3: San Gabriel Valley, <input type="checkbox"/> SA4: Metro, <input type="checkbox"/> SA5: West, <input type="checkbox"/> SA6: South, <input type="checkbox"/> SA7: East, <input type="checkbox"/> SA8: Harbor
Second Choice: Location (Name of Housing Project & Address) _____	Service Area: <input type="checkbox"/> SA1: Antelope Valley, <input type="checkbox"/> SA2: San Fernando/Santa Clarita Valleys, <input type="checkbox"/> SA3: San Gabriel Valley, <input type="checkbox"/> SA4: Metro, <input type="checkbox"/> SA5: West, <input type="checkbox"/> SA6: South, <input type="checkbox"/> SA7: East, <input type="checkbox"/> SA8: Harbor

What is your household size? 1 person 2 people 3 people 4 or more people

If you checked more than one person above, please list the people who will be living with you including their names, their relationship to you and their ages.

Name: _____	Name: _____	Name: _____
Relationship: _____	Relationship: _____	Relationship: _____
Date of Birth: _____	Date of Birth: _____	Date of Birth: _____
Age: _____	Age: _____	Age: _____

Applicant Signature _____	Case Manager/Project Sponsor Signature (Referring Agency) _____
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PAYMENT SCHEDULE

Total Agreement Amount

The Total Agreement Amount (TAA) for all services furnished hereunder shall not exceed the sum of _____ DOLLARS (\$_____) for the term of the Agreement, including any extensions.

Allowable Services

Supportive mental health and other services that support tenants' ability to maintain permanent housing, recovery, wellness, and resiliency, such as: job training and education, life skills, social and recreational activities, peer groups, medication support, self-help groups, group and individual psychotherapy, and substance abuse treatment.

Contractor may include funding for tenant activities that promote socialization and community integration, such as: field trips, celebrations, classes, volunteer opportunities and spiritual activities.

Contractor may also include funding for eviction prevention, including reserves to maintain tenant's housing in times of crisis.

Reimbursement Procedures

Contractor shall submit monthly cost reimbursement forms (see attached Exhibit B-1) for actual costs incurred for supportive services as attached in this Payment Schedule including costs incurred through subcontracting. The invoice shall include a detailed description of each service and the payment rate. Contractor cannot exceed the expenditures as outlined in the approved annual budget without prior approval from DMH.

All claims are to be submitted by Contractor within 30 days of the date that the last service was rendered for the previous month. Invoices submitted after this time must be approved for processing by the Countywide Housing, Employment & Education Resource Development District Chief.

Invoices shall be submitted to:

County of Los Angeles – Department of Mental Health
Housing Policy & Development Unit
Attn: Division Chief
695 S Vermont Ave., 10th floor
Los Angeles, CA 90005

The Division Chief, Housing Policy & Development will review invoices and sign to verify that expenditures are eligible as outlined in the Statement of Work. Approved invoices will then be forwarded to the Department's Provider Reimbursement Unit.

Funding for supportive services under this Agreement shall not exceed the TAA as stated in this Agreement.

Any expenditure other than those listed in this Exhibit requires prior written approval from the Division Chief, Housing Policy & Development.

Mental Health Services Act Funds

In the event MHSA funds are not made available by State or if the State denies any or all of the MHSA claims submitted by County on behalf of Contractor, County is not responsible for any substantive payment obligation, and accordingly, Contractor shall not seek any payment from County and shall indemnify and hold harmless County for any and all liability for payment of any or all of the denied MHSA claims or claims for which MHSA funds are not made available.

**County of Los Angeles – Department of Mental Health
 Provider Reimbursement Division
 Monthly Claim for Cost Reimbursement**

SPECIAL HANDLING REQUIRED

Fiscal Year _____

SPECIAL HANDLING REQUIRED

Funding Source: Mental Health Service Act Housing Trust Fund
Legal Entity/Service Agreement Contractor Name: _____
Mailing Address: _____
Billing Month(s): _____ **Service Agreement No.:** _____
Provider Number(s): _____

Expenditures:

**1. Direct Costs
 Personnel
 (1.1)**

Name of Staff	Title	Rate	FTE	Wages	Benefits	PR Taxes	Total
Subcontractor Staff							
Total Personnel							

**1.2 Personnel
 (1.2)**

Client Activities _____
 Transportation _____
 Mileage _____
 Eviction Prevention _____
 Other (i.e. subcontractor costs) _____

**1.3 Supplies
 (1.3)**

Computers _____
 Telephones _____
 Office Furniture _____
 Other (i.e. subcontractor costs) _____

**1.4 Equipment
 (1.4)**

Purchasing _____
 Leasing _____

**2. Indirect Costs
 Administrative
 (2.1)**

**Other
 (2.2)**

**3. Total Expenditures (add lines 1.1 through 2.2)
 (3.)**

**4. Total Payment Requested
 (4.)**

Exhibit B – Payment Schedule
Service Agreement for Supportive Services

Please describe all costs marked "other" here (more pages may be attached if necessary):

I hereby certify that all information contained above are services and costs eligible under the terms and conditions for reimbursement under the Mental Health Services Act Housing Trust Fund and is true and correct to the best of my knowledge. All supporting documentation will be maintained in a separate file for the period not less than five (5) years, or until County, State, and/or Federal audit findings applicable to such services are fully resolved.

Signature _____ Phone No.: _____

Title: _____ Date: _____

<u>LAC-DMH Program Approval</u>		
Approved By	Title	Date

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

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

CONTRACTOR ACKNOWLEDGEMENT:

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

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

EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

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

Revised (082508)

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

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

NON-EMPLOYEE ACKNOWLEDGEMENT:

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

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

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

CONFIDENTIALITY AGREEMENT:

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

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

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

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

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____ POSITION: _____

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

EXHIBIT F

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 _____

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?

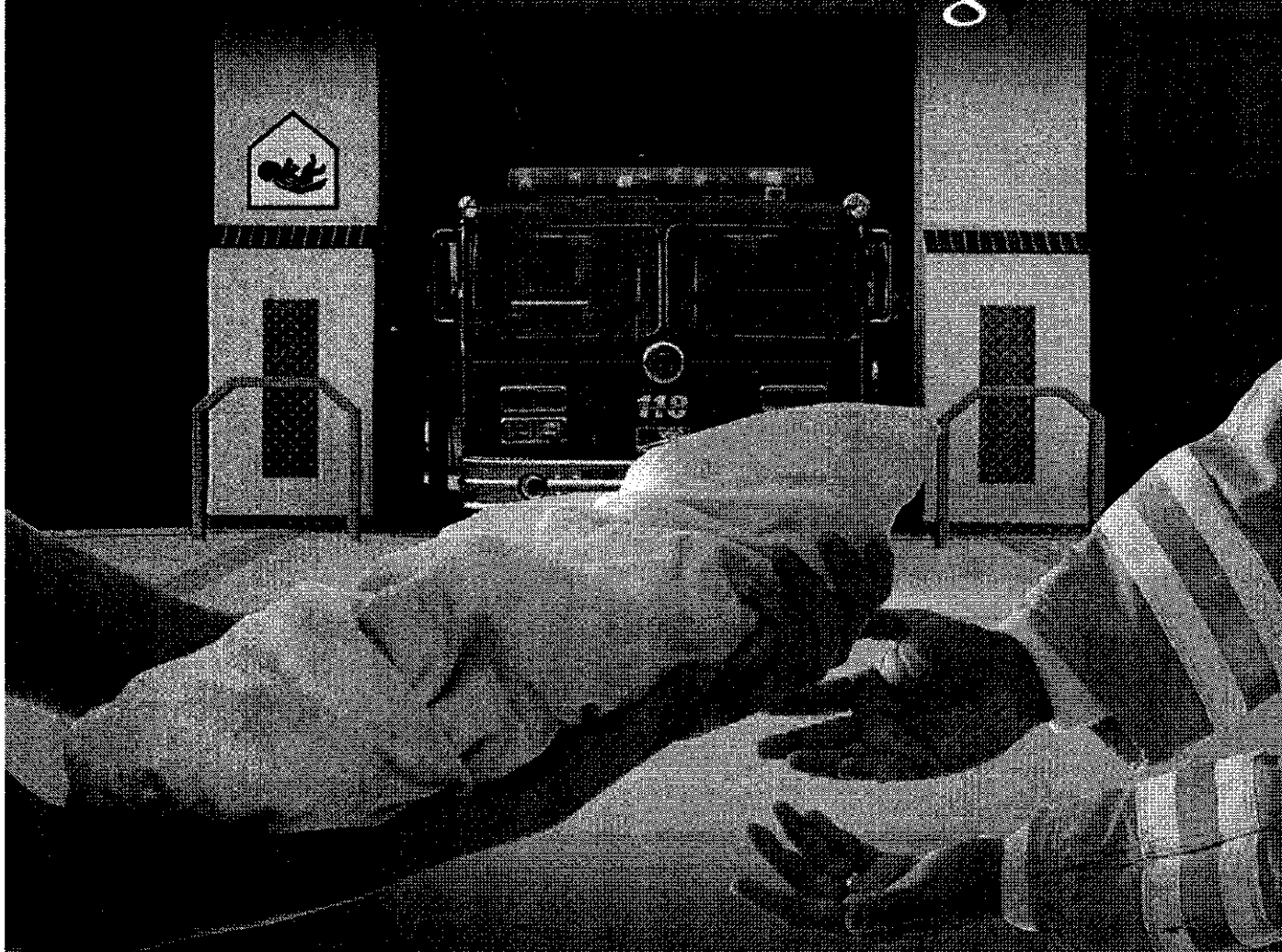
The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their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



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)

**MHSA HOUSING TRUST FUND SERVICE AGREEMENTS
RECOMMENDED AWARDEES
PROJECTED BUDGET ALLOCATION**

No.	Recommended Awardees	Sup District SITE	Start Date * Projected	Projected Term Period	Amount of Award	Number of Units	Target Population
1	A Community of Friends (ACOF) - Santos Plaza Apartments 3345 Wilshire Blvd., Suite 1000 Los Angeles, CA 90010	2	Board approval	3 Years	\$ 600,000	36	Adults
2	Downtown Women's Center - Project Home 325 South Los Angeles St. Los Angeles, CA 90013	1	* May 2010	5 Years	\$ 750,000	22	Adult/Older Adults Women
3	Gateways Hospital and Mental Health Center 1891 Effe St. Los Angeles, CA 90026	3	Board approval	5 Years	\$ 460,798	29	Adults
4	L.A. Family Housing Corporation 7843 Lankershim Blvd. North Hollywood, CA 91605	3	* December 2010	5 Years	\$ 750,000	45	Adults
5	Lamp, Inc. 527 Crocker St. Los Angeles, CA 90013	1	Board approval	5 Years	\$ 600,000	14	Adults
6	Mental Health America of Los Angeles - The Elm Avenue Project 100 W. Broadway, Suite 5010 Long Beach, CA 90802	4	Board approval	5 Years	\$ 404,798	9	Adults
7	Mini 12 Step Inc. 6076 Bristol Parkway, Suite 108 Culver City, CA 90230	2	* February 2011	4 Years	\$ 750,000	18	Adults/Families
8	Ocean Park Community Center 1453 16th St. Santa Monica, CA 90404	3	Board approval	5 Years	\$ 523,230	30	Adults
9	PATH Ventures 2346 Cotner Ave. Los Angeles, CA 90064	1	* March 2010	5 Years	\$ 750,000	40	Older Adults
10	People Assisting the Homeless (P.A.T.H.) 340 North Madison Ave. Los Angeles, CA 90004	4	Board approval	5 Years	\$ 589,627	20-40	Families

**MHSA HOUSING TRUST FUND SERVICE AGREEMENTS
RECOMMENDED AWARDEES
PROJECTED BUDGET ALLOCATION**

No.	Recommended Awardees	Sup District SITE	Start Date * Projected	Projected Term Period	Amount of Award	Number of Units	Target Population
11	San Ferrando Valley Community Mental Health Center, Inc. 6931 Van Nuys Blvd., 3rd Floor Van Nuys, CA 91405	3	Board approval	5 Years	\$ 365,972	30	Adults/Families
12	Skid Row Housing Trust 1317 E. 7th St. Los Angeles, CA 90021	2	Board approval	5 Years	\$ 750,000	120	Adults
Total funding for 12 contract awardees					<u>\$ 7,294,425</u>		

*Projected start date

Target Population:

Adults = 18+

Older Adults = 59+

Families = Individual with one other person, adult or child